

## Donaheys Events LTD – Booking Terms & Conditions.

These Booking Conditions, together with our Privacy Policy, Participant Assumption of Risk and Waiver of Liability and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Donaheys Events Limited, a company registered in England with company no: 04673588 and registered office address of 3 Southernhay West, Exeter, Devon, England, EX1 1JG (“we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

### 1. Booking and Paying for your Holiday

All our advertised package holiday rates include a non-returnable £125 per person deposit, booking & management fee.

A booking is made with us when you pay us a non-refundable deposit, booking & management fee (or full payment if you are booking within 70 days of departure) and we issue you with a booking confirmation, via email. We reserve the right to return your payment and decline to issue a booking confirmation at our absolute discretion.

A contract between you and us will exist when we receive your payment and issue our written confirmation of your booking.

Please check all of the booking confirmation documents that we send you very carefully. If something isn't right, please give us a call straightaway to ensure we have adequate time to rectify any of your concerns.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 70 days prior to the start of your holiday, the Balance Due Date (“Balance Due Date”). Variations to the Balance Due Date may apply to accommodate business operating needs, in this instance the Balance Due Date as specified in your confirmation letter determines your holiday Balance Due Date. If we do not receive the balance in full and no later than the specified Balance Due Date we will treat your booking as cancelled by you, in which case we shall retain your non-refundable deposit, booking & management fee.

If any payment you make is returned unpaid by your bank or card provider, we may have to charge a £25 administration fee plus pass on any bank charges.

### 2. Cooling Off Period

As a gesture of goodwill we will allow a 24 hour cooling off period from the time of your booking transaction. This is not a legal obligation placed upon us but is offered by us at our discretion only.

### 3. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our advertising material are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

Prices shown are inclusive of VAT at the current rate at time of booking.

### 4. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including, but not limited to, pre-existing medical conditions, cancellation charges, medical expenses.

Your insurance policy should include provisions relating to infectious, contagious & notifiable diseases including respiratory infections such as COVID-19. Covering you for situations including but not limited to where you have tested positive for COVID-19 and are unable to travel. It should also cover you for circumstances related to infectious, contagious & notifiable diseases during your holiday, for example, where you have been diagnosed with COVID-19 during your holiday and

are required to curtail your holiday. In these circumstances, your policy should cover you for repatriation where necessary, emergency medical expenses and additional costs of accommodation and/or transport if you need to self-isolate and extend your stay.

If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

### 5. Pricing

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- (i) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a refund of monies paid to us, except for any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £25. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

### 6. Jurisdiction and Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

### 7. What if you need to make changes to or transfer your booking?

We will always try our best to accommodate changes to your booking.

If you wish to transfer your booking from the weekend that you originally booked, to another weekend that we operate, then we are typically able to accommodate such a transfer provided: (i) you notify us no less than 70 days before your original start date, and (ii) are looking to transfer to another weekend taking place in the same calendar year. Please Note: All changes of this nature will be subject to availability, if we are able to change the date of the weekend for you then you will be required to pay any difference in price between the two weekends along with an administration fee of £25 per person per change.

For all other changes, if you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £25 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 8.

### Transfers of Bookings:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £25 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 8

will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Bookings/places are strictly not for re-sale; the listing of or advertising of your booking in order to re-sell your places is strictly forbidden and will result in the immediate cancellation of your booking with cancellation charges as outlined in clause 8.

#### 8. What if you need to cancel your holiday?

We really hope it doesn't come to this, however should you, or any member of your party, be forced to cancel your holiday, you must notify us in writing and this letter must be signed by the person who signed the booking form. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge
More than 70 days	Deposit, Booking & management fee
Less than 70 days	100% of holiday cost

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

#### 9. Cancellation following non-arrival

If you haven't arrived by 8am the morning after your holiday start date and you haven't contacted us to confirm when you're going to arrive, we'll treat your holiday as cancelled. In this case you will not be entitled to any refund or transfer.

#### 10. If we change or cancel your holiday

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

**Changes:** If we make a minor change to your holiday, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include changes of accommodation to another of the same or higher standard etc. or a change in the line-up of your chosen weekend.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of the overall length of your arrangements by more than 12 hours.

**Cancellation:** We will not cancel your travel arrangements less than 70 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value); or
- iii having a refund of monies paid, less the non-refundable booking & management fee.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to confirm the change or alternative booking arrangements. If you fail to respond within 7 days again, we will assume that you have chosen to accept the change or alternative booking arrangements.

#### Compensation

In addition to a refund of monies paid less the non-refundable booking & management fee, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us*
More than 70 days	Nil
Less than 70 days	£5

\*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 70 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 11).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

**Please Note:** If the entertainment booked for your break changes we will always try to notify you before you arrive. However, Donaheys reserve the right to substitute shows without prior notice or refund.

Any compensation payments due to a change of line-up will be made at the discretion of Donaheys and in all cases will be limited to an amount equal to the fee which the original artiste was contracted, less the amount due to be paid to a replacement artiste and the resulting figure shared equally amongst the number of full paying bona fide adult guests resident when the non-appearance occurred.

#### 11. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, epidemics, pandemics, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the venue for the weekend or remain at the venue, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned' s control.

#### 12. Our responsibilities:

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- (a) the acts and/or omissions of the person affected; or

- (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) Force Majeure (as defined in clause 11).
- (3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- (a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - (b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
  - (c) Claims in respect of any stay in a hotel:
    - i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices.
    - ii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the hotelier for the complaint or claim in question.
- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

### 13. Insolvency Protection

We provide full financial protection for our package holidays by way of our membership of the Association of Bonded Travel Organisers Trust Limited.

The Association of Bonded Travel Organisers Trust Limited (ABTOT, 117 Houndsditch, London, EC3A 7BT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Donaheys Events Limited (Membership Number 5421), and in the event of their insolvency, protection is provided for the following:

#### 1. non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Donaheys Events Limited.

In the unlikely event that you require assistance during your holiday due to Donaheys Events LTD financial failure, please call ABTOT's 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:

<https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

If you book arrangements other than package holiday from us, your monies will not be financially protected. Please ask us for further details.

### 14. Suppliers Conditions

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

### 15. Comments and complaints

If you have a comment or complaint whilst on your holiday please speak to a member of our team and your hotel reception as soon as possible and before leaving. Hopefully we'll be able to put things right immediately so that you can enjoy the rest of your holiday.

**Please Note:** the only way we can put things right is if we are aware of them and so please ensure that you raise any concerns or problems that you may have, immediately.

Where this is not the case, and you wish to complain further, you must send formal written notice of your complaint to us at our office, ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service.

An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. Details of this scheme are available from The Travel Industry Arbitration Service, administered by Dispute Settlement Services Limited, 9 Savill Road, Lindfield, Haywards Heath, West Sussex RH16 2NY

This scheme cannot however decide in cases where the sums claimed exceed £5,000 per person or £10,000 per booking form, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof.

The following fees are payable to ABTOT for all Arbitrations in respect of each and every booking: £140 by the customer & £175 by the Tour Operator.

### 16. Physical fitness and pre-existing medical conditions

16.1 You acknowledge that dance lessons & social dancing may be physically strenuous and you agree that you voluntarily participate with full knowledge that even if we and the relevant teacher are not negligent there is a risk of personal injury or illness arising from your participation.

16.2 Dance lessons & social dancing may be unsuitable if you have special needs, or any medical, health or fitness problem or condition.

16.3 You must ensure all members of your party are fit and well enough to participate, and you will at all times be responsible for your own state of health, physical condition and wellbeing.

16.4 If you have any concerns about any members of your party's fitness or health, you should seek appropriate medical advice from a relevant professional medical or other adviser before participating. We cannot and do not provide any such advice.

16.5 You agree that when you book and participate that will be your confirmation that your party have no health or fitness problems which may affect participation.

16.6 When you request a booking and (at least 48 hours) before you attend, if you tell us at that time about any medical, health or fitness issue or special need, we will discuss it with you, advise you as to the suitability of your participation and inform you if we decide not to accept your booking because of that issue or special need. If we do accept your booking, you must act in accordance with any instructions provided by us relating to the issue or need. We may require you to produce a medical certificate certifying that you are fit to participate.

16.7 If you do not tell us before of anything referred to in sub-clause 16.5 or 16.6 that we then discover, acting reasonably, we will be entitled not to provide some or all of the dance lessons & social dancing that would be included in your weekend break. You are able to continue to enjoy your weekend break but this will be without the inclusion of any and all dance lessons & social dancing but we will not be liable or pay you any refund, price reduction or compensation.

16.8 You should arrive at least 10 minutes prior to the start time of each lesson and before any warm up involved to allow for a prompt start. If you arrive

later than a lesson start time and you arrive after any warm-up for that lesson has begun, we may not permit you to participate in that lesson.

16.9 If you have any pre-existing medical conditions or injuries that affect your ability to fully partake in regular exercise & fitness classes you must seek medical advice and approval before taking part in any of the dance lessons & social dancing.

16.10 If you have any pre-existing medical conditions or injuries that may affect your ability to partake in regular exercise & fitness classes, please use your own judgement as to whether you should partake. This should be based on medical advice. We accept no responsibility if you choose to partake in any dance lessons and/or other activities if this is done so against medical advice or if you have failed to take medical advice in the first instance.

16.11 It is important that you listen to your own body, take the classes at your own pace and choose the lower impact moves if you find the higher impact moves too challenging.

16.12 If your health changes whatsoever, please refrain from exercising until you have spoken with your doctor or health professional.

16.13 If at any time you have a question, feel unsafe or unwell you must inform the instructor immediately and discontinue further participation in the class.

16.14 You accept all risks involved in all activities. You waive and release, now and forever, all claims and causes of action against Donaheys Events LTD, its elected or appointed officers, agents, volunteers, employees, representatives, consultants, from any aggravation of a pre-existing medical condition or pre-existing injury that is aggravated in any way from the direct or indirect result of your participation in the dance lessons & social dancing.

16.15 Nothing in this clause 16 excludes or limits our liability for death or personal injury which is caused by our negligence, please see clause 12 for further details.

## 17. What's Included

The price includes; Meals as described; En-suite accommodation as described; the weekend programme as described; all dance tuition and evening entertainment; Services of Donaheys staff as described. The price does not include; Insurance; Equipment such as dance shoes; Transport costs from home to accommodation; Drinks from the bar, lunch or snacks.

## 18. Security of your personal belongings

Please note that your personal belongings are your responsibility during your holiday, please do not leave any personal belongings unattended in the ballrooms. We recommend that you take out appropriate holiday insurance to cover your belongings during your holiday. We accept no liability for any accident, loss or damage to your belongings except to the extent that such accident, loss or damage arises from our negligence or the negligence of our employees, agents or subcontractors.

## 19. Rights of admission

For the convenience of all our guests, we reserve the right to refuse a booking or to terminate a guest's weekend without compensation where unreasonable behaviour of persons named on the confirmation paperwork or their guests might impair the enjoyment, comfort or health and safety of other guests and our staff. Definition of unreasonable behaviour is solely at the discretion of the management. Only the people named on your booking may participate in the event as described and stay on the premises, otherwise you and they may be asked to leave with no refund payable.

This includes any guest who fails to advise us of a medical condition or of a disability, which prevents their full participation in the weekend programme. If we are not informed in this way we cannot be held responsible for any inconvenience or costs incurred by you and this may include our refusal to complete your weekend arrangements. If you fail to act in accordance with this term, full cancellation charges of 100% apply.

## 20. Behaviour

When you book a holiday with us you accept responsibility for the proper conduct of yourself and your party whilst on holiday. If your actions or those of any member of your party cause damage to the accommodation in which you are staying, then you and/or your party will be required to pay for the loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

## 21. Conflict of Interest

Professionals or persons involved in the organising and running of dance holidays, dance cruises, dance shows & dance events are not permitted to attend Donaheys Dancing With The Stars Weekends. By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that no prior, current or future conflict of interest arises as detailed above. The company

reserves the right to refuse a booking, or if found later, terminate a guests weekend without compensation where any booking is deemed to have a conflict of interest as detailed above. The company reserves all rights in this matter.

## 22. Health & Safety

Your health and safety and that of all our guests whilst you enjoy your holiday with us is of paramount importance to us. In case of emergency please observe the directions of all staff at all times. Please do take the time to familiarise yourselves with Hotel Fire Evacuation Procedure. A control of arm & leg movements whilst on the dance floor is vital so as not to be a danger to fellow persons; no drinking whilst on the dance-floor; Spilt drinks should be mopped up immediately; Dancers should not eat or chew whilst dancing; No excessive consumption of alcohol, causing a lack of control and being a danger to oneself & fellow guests; It is your responsibility to take regular breaks to avoid over exertion and to stay hydrated – iced water is always available – just ask.

If you do have any concerns whatsoever, or see something you are unhappy with, please bring it to our immediate attention, thank you.

## 23. Prompt Assistance

If, during your holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services and local authorities. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any such assistance you require. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## 24. Footwear & dress code

Suitable footwear with a non-slip sole MUST be worn at all times whilst on the dance floor. Strictly no steel, overly high or thin or pencil stiletto heels, steel toe caps, flip-flops, wedges or sandals to be worn on the dance floor and no bare-feet, socks or tights. Persons with incorrect footwear or unsuitable dress WILL be politely asked to leave the dance floor to change into something suitable.

Friday evening - smart eveningwear - strictly no denim. Saturday evening Black Tie Ball - for men Black Tie evening suit/bow tie recommended, lounge suit/tie acceptable, jacket essential. Ladies - evening dress/evening trouser or skirt outfit. Strictly No Denim or open shirts Saturday evening whatsoever. We recommend wearing something comfortable and light for the daytime workshops. Trousers, skirts and dresses should be of the correct length at ALL times to avoid tripping or causing accidents on the dance floor.

## 25. Filming & Photography

Filming & Photography of all shows and workshops is strictly prohibited. The use of any flash photography, or recording device during any part of the Stars performances or workshops is strictly forbidden. Persons doing so will be asked to leave the ballroom immediately and delete any offending material immediately, this is a contractual stipulation rigorously enforced.

Throughout the event we may take official photographs & recorded images. These images may be used in printed publications produced by Donaheys or our partner hotel, on our websites, social media channels and in promotional videos for marketing purposes. Through your participation in the event you consent to the taking of photograph images & recordings for the sole purpose of TV, press, social media & future event publicity. This may include recordings & images used in regional TV, local newspapers & on official Donaheys & Hotel websites, social media channels or our printed publications.

## 26. Infections or contagious diseases

For health and safety reasons and to protect all of our guests we cannot accommodate anyone who has or has just recently had an infectious or contagious medical condition, without a doctor's certificate to confirm that any such condition is no longer contagious. You should inform us immediately should any such condition develop in any member of your party within 14 days prior to your arrival date.

We reserve the right to; refuse to accept your booking; cancel your break; or ask any member of your party to be confined to their room or leave the hotel immediately, should we, at our reasonable discretion, consider it necessary to protect the health of other guests, staff or the general public. Cancellation charges outlined in clause 8 would apply in these circumstances.

## 27. Availability of Facilities

It is possible that in some circumstances a facility may have to be temporarily withdrawn due to maintenance, renovation, adverse weather conditions, changes in Governmental Legislation, or other factors outside our control. We reserve the right to make such alterations in the above circumstances without prior notice, and are unable to accept liability for the loss of an advertised facility, or to pay compensation for any inconvenience caused.

## **28. Smoking Areas**

In accordance with government legislation smoking is not permitted in any enclosed public space on the resort. For the comfort and benefit of our guests who wish to smoke external covered areas are available at each hotel.

## **29. Car Parking & Pets**

Car Parking is entirely at the owners risk and we accept no liability whatsoever for loss or damage to vehicles that are parked on the hotel property. Pets are not allowed in the hotel or it's grounds, except for registered guide dogs.

## **30. Food Allergies, Intolerances and Special Dietary Requirements**

The venue & us will always do our utmost to accommodate any special dietary requirements. If you or any members of your party have any specific dietary requirements, food allergies or intolerances whatsoever you should inform both ourselves & the hotel direct in advance of your arrival and no later than 14 days prior to arrival. Once you have informed us & the hotel, and we have confirmed safe receipt, it is your responsibility to ensure you make yourself known to the Restaurant manager each time you arrive at the restaurant for your meals or purchase food on-site.

## **31. Fire Evacuation Procedure**

All members of your party should take the time to familiarise yourselves with the hotel's Evacuation Procedure, Assembly Points and your closest fire escapes. In case of emergency please observe the directions of all staff at all times, if you are required to leave the hotel or ballroom please do so using your closest exit leaving all personal belongings behind.

## **32. Dance-floor etiquette**

Strictly no lifts or moves of an acrobatic nature. When not dancing, please walk around the edges of the dance-floor and avoid walking across it, especially with drinks, as this may affect the enjoyment and safety of others. If you are engaged in conversation please move off the dance floor.

## **33. Information about booking via the Donaheys website**

Our website [www.donaheys.co.uk](http://www.donaheys.co.uk) is owned and operated by Donaheys. Our website tells you the terms and conditions on which we offer our dance holidays to you from our website. Please read these terms carefully before booking from our website as, by doing so, you accept these terms and conditions.

You will need to click the box marked 'I agree to Donaheys Booking Terms & Conditions' in the course of your booking, to confirm your acceptance of these terms. If you don't accept these terms, you will not be able to book your holiday from our website. You should print a copy of these terms for future reference.

## **34. Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This section does not affect your statutory rights.