

JOY OF PAINTING WEEKEND LEISURE BREAKS 2012 CONDITIONS OF BOOKING

“Leisure Break” means the Joy of Painting Weekend Leisure Break booked by you or any person on your behalf.

“Organisers” means Lorna Halstead in Partnership with Brook Hotels and their authorised representatives.

“We” means the Organisers

“Venue” means any of the Brook Hotels hosting the Leisure Break and its employees

“Force Majeure” means any circumstances which are unusual and/or unforeseeable which are beyond the control of the Organisers, the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) war or threat of war; riot; civil strife; government action; industrial dispute; natural or other disasters; nuclear incident; terrorist activity; weather conditions; fire; flood and technical problems (e.g transport) that are outside the control of the Organisers.

1. These Conditions apply and set out the obligations in relation to the Leisure Break, which you booked or was booked on your behalf. Please read these conditions carefully before making a booking.
2. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.
3. On receipt of your deposit a contract, which includes these conditions, will be formed. This contract will be governed by English Law, under the jurisdiction of the English Courts.
4. These conditions do not govern your rights and/or duties in relation to any other person whose services may be used during your Leisure Break.
5. The Services to be provided, that form part of this contract is as follows: 1 or 2 nights bed, breakfast and evening meal, (subject to Para 15); 1 or 2 days painting (excludes non painting partners), all painting materials required to produce paintings; Certified Bob Ross tuition.
6. When you make your booking you must pay a non-refundable deposit of £65.00 per person. The balance of the price of your holiday must be paid 6 weeks prior to the start of your Leisure Break. If you book your Leisure Break in a time period of less than 6 weeks, you must pay the total price of the Leisure Break at the time of booking.
7. You are any member of your party are responsible for the full payment, on departure of the Venue, any additional charges (that fall outside the scope of the Services to be provided) consumed, this includes (but is not limited to), any additional meals (excluding breakfast), drinks and refreshments; telephone calls; use of any chargeable activity within the Venue.
8. All brochures, marketing material and website information and descriptions are published in good faith and every care has been taken to ensure their accuracy. However as some of the brochures, marketing material and website have been created in advance of the Leisure Break, some advertised facilities or amenities & schedules may on occasion be restricted, cancelled or changed.
9. In the unlikely event that the organisers have to change or alter the Leisure Break in any way, you will be notified as soon as practicable.
10. The Organisers cannot take responsibility for any Services that do not form part of our Contract. This includes, for example, any additional services, which any other supplier agrees to provide for you, and for those services not advertised, and where we have not agreed to arrange them for you. This also includes any excursion or activity you purchase locally.

11. We reserve the right to cancel your Leisure Break if the minimum number of clients required is not reached. In the event that the Leisure Break is cancelled, a full refund will be given.

12. The Organisers also reserve the right to cancel the Leisure Break should a Force Majeure event occur. In these circumstances, we will use best endeavours to minimise the impact of any Force Majeure event.

13. You, or any member of your party, may cancel your Leisure Break at any time, by written notification. Since we will incur costs in cancelling your Leisure Break, you will have to pay the applicable charges. Cancellation 7 weeks prior to your Leisure Break means you will lose your deposit. Cancellation 6 weeks prior to your Leisure Break means you will lose 75% of the Leisure Break costs. Cancellation 4 weeks prior to your Leisure Break means you will lose 100% of the Holiday costs.

14. The Organisers do NOT provide holiday insurance and you and the members of your party are strongly advised to have in place or purchase adequate insurance on booking.

15. The Organisers reserve the right in their reasonable discretion to terminate your Leisure Break or that of any member in your party due to misconduct, abuse or discrimination (either physical or verbal) to any representative of the Organiser, or other guests of the Venue.

16. If your actions or those in your party cause damage to any equipment or the Venue you agree to fully indemnify the Organisers against any claim (including legal costs) made against the Organisers by or on behalf of the Venue, and you acknowledge you will be responsible for the rectification costs of such damage.

17. Use of the Venues facilities are complimentary and are not included in the Leisure Break price. Use of the facilities are at the individual's own risk, and you and any member of your party are responsible for ensuring that you are fit and able to use the facilities available. If in any doubt you should consult a doctor first.

18. The Organisers will not be liable for any injury, illness, accident or death or consequential losses suffered by you or any member of your party, unless you are able to prove that such injury, illness, accident or consequential losses were caused by lack of reasonable care and skill on the part of the Organisers.

And in all claims of whatever nature the organisers will not be liable where the alleged loss or damage results from one of the following;

- The fault of the person(s) affected or any members of their party, or
- The fault of a third party not connected with the provision of your Leisure Break
- An event or circumstances which the organisers of the services in question could not have predicted or avoided even after taking all reasonable care or,
- The fault of anyone who was not carrying out work for the Organisers (generally or in particular) at the time.

19. You and any member of your party will be liable to pay for any damage to the Venue that has been caused deliberately, accidentally or negligently by you and any member of your party.