

Art Retreat at Ethie Castle Hosted by Artist Kate Cunningham

BOOKING TERMS AND CONDITIONS

These Booking Conditions, together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirm your booking, form the basis of your contract with Kate Cunningham Artist and Art Tutor (“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:

1. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;

2. 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);

3. he/she is over 18 years of age 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;

4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

PLEASE NOTE: Unless these Booking Terms & Conditions state otherwise, any reference to European Union law and/or International Conventions in these Booking Terms & Conditions that is directly applicable or directly effective in the United Kingdom is a reference to how it applies in Scotland, England and Wales. This includes where the law has been retained, amended, extended, re-enacted or given effect on or after 11pm on 31st January 2020 (including the transition period).

SECTION A – APPLICABLE TO ALL BOOKINGS

1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a **15% deposit** (or full payment by the balance due date notified to you or if you are otherwise making a late booking) and we issue you with a booking confirmation directly from ourselves. Upon receipt, if you believe that any details on your booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

The **balance** of the cost of your arrangements (including any applicable surcharge) is **due not less than 10 weeks prior** to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges, as applicable, will become payable.

2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish 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 travel arrangements that you wish to book before you make your booking. Whilst every effort is made to ensure the accuracy of such information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

3. Prices

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Special note: changes and errors sometimes occur. You must check the price of your chosen travel arrangements at the time of booking. Where you have booked a Package, additional terms and conditions apply, please see condition 15 for further information.

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 pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, neither we nor the Supplier/Principal will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

5. Events Beyond Our Control

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 Events Beyond Our Control. For the purpose of these Booking Conditions, Events Beyond Our Control means any event beyond our 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, significant risks to human health such as the outbreak of serious disease at the travel destination (including but not limited to Covid-19 or future strains of Covid-19 and the ongoing effects of Covid-19), epidemic, pandemic or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including any 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 out of the supplier(s) concerned's control.

6. Special Requests

Any special requests must be advised to us at the time of booking e.g. dietary requests. You should then confirm your requests to us by email. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

7. Accommodation

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from

your accommodation or other travel arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

8. Disabilities and Medical Problems

We will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before your booking is confirmed so that we can try to advise you as to the suitability of your chosen travel arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen retreat. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

9. Visa, Passport and Health Requirements

It is your responsibility to check and fulfil the entry, passport, visa, health and immigration requirements applicable to your itinerary. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>. Non British passport holders, including EU nationals, should obtain up to date advice on entry, passport, visa, health and immigration requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

10. Governmental Travel Advice

You are responsible for making yourself aware of governmental advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country

may constitute Events Beyond Our Control (see condition 5). 11. Your Behaviour All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion, the opinion of the Supplier/Principal (where we are acting as an agent) or in the opinion of any hotel manager, property owner, or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we / the Supplier/Principal reserve the right to terminate your booking immediately. In the event of such termination our liability (or the Supplier/Principal's where we act as agent) to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. Neither we nor the Supplier/Principal will have any further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for 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 by you or any member of your party. 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. Neither we nor the Supplier/Principal can be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

12. Law and Jurisdiction

These Booking Conditions are governed by Scots law and we both agree that the courts of Scotland have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in England, Wales or Northern Ireland, in which case you can bring proceedings in your local court under local law, as applicable).

13. Conditions of Suppliers

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.

14. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on the trip are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. Although we may recommend certain suppliers to you (e.g. a distillery tour), we are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

17. Cutting your Retreat Short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

18. If You Change Your Booking & Transfers of Bookings

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 £20 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 condition 19. Transfer of Booking: 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, 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 condition 19 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for

passengers not travelling or for unused services.

19. If You Cancel Your Booking Before Departure

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at KateCunninghamArt@outlook.com and will be effective from the date on which we receive it. 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

More than 70 days Cancellation Charge: 15% Deposit only

From 70 to 35 days: 50% of holiday cost

Less than 35 days: 100% of holiday cost

Please note that amendment charges are not refundable in any circumstances. Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above. 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.

20. If We Change or Cancel your Retreat

As we plan your retreat 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 Package, 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: amendment of daily schedule. Occasionally we may have to make a significant change to your confirmed arrangements.

Cancellation: We will not cancel your Package holiday less than 70 days before your departure date, except for reasons of Events Beyond Our Control 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 retreat 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 ii iii (for

significant changes) accepting the changed arrangements; or having a refund of all monies paid; or if available and where we offer one, accepting an offer of an alternative retreat. 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 request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

21. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the group leader (Kate Cunningham) immediately who will endeavour to put things right. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us by email, ideally within 28 days of the end of your stay, giving all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this condition may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

22. Our Responsibilities to You

We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your Package, as set out in the respective trip description (see website). Please note that we shall not be responsible for any additional services provided to you, which are not set out in the trip description and the detailed schedule we send you approximately 10 weeks before the start date.

2. We will not be responsible nor pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.

3. 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 unavoidable and extraordinary; or c) Events Beyond Our Control (as defined in condition 5).

4. We limit the amount of compensation we may have to pay you if we are found

liable under this condition: 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 international travel by air, sea and rail, or any stay in a hotel: i. ii. Where applicable, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions such as The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract. Where applicable, when making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

5. Subject to these Booking Terms & Conditions, if we or our suppliers negligently perform or arrange those services set out in the relevant trip description and detailed schedule sent to you prior to the start date and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Package travel arrangements 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 Terms & Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your trip. 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.

6. It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

7. Where any payment is made, the person(s) receiving it 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.

8. 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; or b) relate to any business: c) indirect or consequential loss of any kind.

9. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example, any excursion you book yourself during the trip, or any service or facility which your hotel or any other supplier agrees to provide for you.

23. Insolvency Protection for Packages We provide full financial protection for our package holidays, which means the monies you paid to us are protected in case of business closure or insolvency.

24. Prompt Assistance for Packages If you have booked a Package and whilst you are on 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, local authorities and consular assistance, and with distance communications and finding alternative travel arrangements. Where you require assistance that is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. 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.