

## **Terms and Conditions**

This registration form was created in January 2000 and the following conditions are part of your contract with AHA Courses Ltd and are governed by the laws of the United Kingdom.

These Terms and Conditions must be read by both the client (the person responsible for the payment of the fees) and the applicant (the person attending the course) because AHA has responsibilities to both the client and the applicant and visa versa.

INTERPRETATIONS: 'AHA' or 'us' refers to AHA Courses Ltd, 'client' refers to the person responsible for the payment of the fees and 'applicant' refers to the person attending the course whether this is a child under eighteen, a student or an adult. Where the word tour is used in our publicity, or this contract, it should be taken to mean student or adult course.

1. The registration form must be signed by the person responsible for the fees (the client) and then returned with a deposit of £200. This deposit is not refundable unless A.H.A Course Ltd withdraws the course, see items 5 & 7 below, or alters the fees, see item 3.
2. Payment of the fees must be made in full, eight weeks (56 days) before the beginning of the course. In the event that a client/applicant is compelled to cancel the course the following cancellation procedure applies: Cancellation notice will only be accepted in writing by email or post following verbal communication with AHA's office which establishes the date of cancellation. Acknowledgement of receipt of the cancellation notice must be received from A.H.A before the client/applicant can assume their place on the course is cancelled. 50% of the total fees can be refunded if cancellation notice is issued between 55 and 28 days (inclusive) before the start date of the course. 25% of the total fees can be refunded if cancellation notice is issued between 27 and 14 days (inclusive) before the start date of the course. After this time no fees can be refunded.
3. The fees are based on tariffs and exchange rates at the time of printing. The right is reserved to revise the fees at any time in the event of variations in accommodation, transport costs or exchange rate fluctuations. AHA undertakes to absorb the first 2 % of a fee change. Changes to the fees amounting to more than 2% will be notified to the client/applicant in writing. If the change is more than 10%, the client/applicant may withdraw from the course with the return of the fees and/or deposit already paid as long as notification of the client/applicant's decision arrives with AHA 14 days from the date of AHA's fee change notification.
4. Clients/applicants may transfer a booking to another AHA Course, making the appropriate fee adjustments, or to another member of their family, bearing in mind the age range of the course. Where AHA has incurred unrecoverable costs, non-transferable flight tickets for example, AHA will charge these to the client/applicant.
5. If AHA alters the airport (except those serving the same city) or changes notified flight times by more than eight hours or changes the hotel, AHA will make every effort to produce alternative arrangements or refund all moneys paid by the client. Though under no obligation, AHA may compensate clients for inconvenience if no alternative arrangements can be found to remedy changes that arise within 35 days of the start date of the tour.
6. AHA reserves the right to alter the itinerary in Italy within reason and without notice should circumstances require.
7. AHA reserves the right to cancel a course if less than eight client/applicants have sent

in registration forms 56 days before the start date of the course. Deposits will be returned to those clients/applicants who have applied.

8. If AHA is obliged to cancel a course all fees will be returned to clients/applicants except under circumstances related to war, riots, strikes, terrorist activities, natural disasters or other circumstances amounting to forces majeure and/or acts of God. In such cases AHA will return monies paid by clients that have not been committed irrecoverably to the course arrangements.

9. Clients/applicants are expected to behave responsibly. A.H.A Courses Ltd. reserves the right to remove a client/applicant from the course, in which case AHA staff will help the client/applicant to make arrangements for homeward travel but AHA will not meet any additional costs. Clients/applicants are jointly or individually liable for any damage caused by them to property or costs incurred as a result of behaviour while on a course. Payment for damage by clients/applicants must be made at the time, before leaving Italy.

10. AHA accepts responsibility for the accurate description of services in our prospectus and for the organisation of travel arrangements, except when we act as agents for Hayes Travel Ltd through whom we book flights (see Financial Protection above). AHA accepts liability for the proper performance of ground services, for personal injury, illness or death of the clients except when the failure of services, personal injury, illness or death a) are the client's fault, b) are attributable to a third party unconnected with the provision of services and are unforeseeable or unavoidable c) are due to unusual, unforeseeable and unavoidable circumstances which the company or its suppliers could not anticipate even exercising all due care. Where the failure of services are agreed between clients and AHA compensation to a maximum of the fee value of the tour may be paid to the client by AHA

11. The staff of AHA are available to render prompt assistance to clients whenever requested and will provide, to the best of their ability, appropriate solutions to complaints. Complaints should be made at the time to AHA staff and thereafter in writing to Nicholas Ross at the address below within two weeks of the completion of the course. If a satisfactory agreement cannot be found following a complaint AHA will suggest the use of a special independent scheme devised by the Chartered Institute of Arbitrators to whom applications must be made within nine months of the return from the tour.

12. Clients/applicants must have insurance cover for travel, including repatriation and medical cover, and they are obliged to inform AHA of the company providing the insurance cover and the Emergency Help telephone contact number.

### **Financial Protection for Clients**

In accordance with the Package Travel Regulations 1992 of the Consumer Protection Act, AHA protects client's moneys by segregating fees paid to AHA within a Clients Trust Account held until the completion of the tour. This means that your pre-paid fees are safe should AHA cease to trade before or during the course. This arrangement provides financial security for all the services covered by the fees except the flights which are protected by the Air Travel Organiser's Licence (ATOL) of the agent from whom AHA buys air travel. At the bottom of your invoice there will be a notice informing you of who the agent is, giving their ATOL number and an explanation that your money designated for the settlement of your flight is protected by their ATOL in the event that they should cease to trade.