



ART HISTORY ABROAD

## Terms and Conditions for Adult Courses

The following terms and conditions together with information published in our prospectus or proposal or on the website, form the basis of a contract between the client signing and any other persons specified as attending the same tour (ie partners or a married couple - 'clients') with AHA Courses Ltd and are governed by the laws of England.

INTERPRETATIONS: 'AHA' or 'us' refers to AHA Courses Ltd, 'client' or 'clients' refers to the person responsible for the payment of the fees and the persons attending the tour. 'Tour' refers to the services described by AHA in the proposal, prospectus or website. 'Registration Form' refers to the signed form by which the Terms and Conditions apply.

1a. The Registration Form must be signed by the client and returned with a deposit of £600.00. This deposit is not refundable unless AHA Courses Ltd withdraws the course, see items 5 & 7 below, or alters the fees, see item 3.

**1b. All deposits paid after 24<sup>th</sup> March 2020 will be returned if the current travel disruption continues due to the Covid-19 virus.**

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 is compelled to cancel the tour, the following cancellation procedure applies: Cancellation notice will only be accepted in writing by email or letter and the date of receipt by AHA is taken to establish the date of cancellation. AHA will acknowledge receipt of a notice of cancellation by return but clients must not assume that their place/s on the tour are cancelled until they have received such a notice of receipt.

50% of the total fees can be refunded if the cancellation notice is issued between 55 and 28 days (inclusive) before the state 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.

If a client cancels their booking of a double or twin room but their travelling companion chooses to continue to participate on the tour, the companion will be liable to pay the stipulated single room supplement.

No refund can be made for meals, rooms, excursions etc included in the price of the tour but not taken, nor can any refund be made for services that cannot be used due to lost or destroyed tickets or vouchers.

3. The fees are based on tariffs and exchange rates at the time of printing. The right is reserved by AHA to revise the fees at any time in the event of variations in accommodation, transport costs or exchange rate fluctuation. 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/s in writing. If the fee change is more than 10%, the client/s may withdraw from the tour

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Directors: B.D. Ross • N.M. Ross B.A. (Hons). A.H.A. Courses Ltd. Registered In London. 2132281  
Registered Office: Yew Tree House, Lewis Road, Forest Row, East Sussex RH18 5AA. VAT Reg. No. 381 8002 64



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with the return of the fees and/or deposit already paid as long as notification of the client/s decision arrives with AHA 14 days from the date of AHA's fee change notification.

### **Changes by Client**

4. Client/s may, at AHA's discretion, transfer a deposit to another AHA tour or to another member of their family assuming the final invoice has not been issued 56 days before the beginning of the tour. If unrecoverable costs have been spent on the tour, AHA will charge these against the deposit.

### **Changes by AHA**

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 of a tour after the start date within reason and without notice should circumstances require.

7. AHA reserves the right to cancel a tour if less than eight clients have registered 56 days before the start date of the tour. Deposits will be returned to those clients who have applied.

8a. If AHA is obliged to cancel a tour, all fees will be returned to clients except under circumstances related to war, riots, strikes, terrorist activities, natural disasters or other circumstances amounting to forces 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.

8b. 56 days before the tour AHA will review the travel situation with regards to Covid-19 and decide if the tour will run. If at 56 days AHA is obliged to cancel a tour deposit paid after 24<sup>th</sup> March 2020 will be returned. If AHA is obliged to cancel a tour after 56 days all monies paid by the client will be returned minus any unrecoverable costs which have already been paid on hotels, museum bookings, transport and guides. If AHA is obliged to cancel a tour for any other reason other than Covid-19 clause 8a applies.

### **Obligations**

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

10. AHA accepts responsibility for the accurate description of services in our prospectus, proposal or website and for the organisation of travel arrangements. AHA accepts liability for the proper performance of ground services,

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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 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 failures 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 10 working days of the completion of the course. If a satisfactory agreement cannot be reached 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. Seatbelts. Our tours subscribe to the health and safety legislation of the destination. In some parts of the world the law concerning seatbelts differs to the UK.

13. AHA reserved the right to refuse a booking without supplying a reason.

14. AHA does not release the names of those coming on a tour to anyone other than those involved in creating that tour. In the week before departure, if one of those coming on a tour would like to know who else will be with them, we will release the names at the discretion of AHA.

### **Before Booking a Tour**

14. Clients 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.

15. Clients must refer to the FCO website ([www.fco.gov.uk](http://www.fco.gov.uk)) to ensure they are satisfied with the travel advice for the destinations they are visiting on the tour.

16. Passports and visas. British citizens must have valid passports for all tours outside the United Kingdom. For most countries the passport needs to be valid for six months beyond the date of the tour. If visas are required we will advise UK citizens about obtaining them. Nationals of other countries should ascertain whether visas are required in their case, and obtain them if they are.

17. Clients should provide an emergency contact number of someone other than those attending the tour.

18. Clients are obliged to inform AHA of medical and dietary conditions which have life threatening consequences.

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19.AHA carries public liability insurance to a value of £5,000,000 providing indemnity in the courts of any Country, except the United States of America.

### **Financial Protection for Clients**

In accordance with the Package Travel Regulations 1992 of the Consumer Protection Act, AHA protects client's money by segregating monies 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 a course. This arrangement provides financial security for all the services covered described in the prospectus, proposal or website.

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