



COURSE REGISTRATION TERMS AND CONDITIONS

1. OUR CONTRACT WITH YOU

- 1.1 These Course registration terms and conditions (Terms), together with the policies referred to herein and any other written information which we bring to your attention before we confirm your Course registration, form the basis of your contract with Pre-U Courses Limited, company number 05116989 of 21 St Quintin Avenue, London W10 6NX trading as John Hall Venice (we, us or our).
- 1.2 Please read these Terms carefully.
- 1.3 In these Terms, references to:
 - (a) you and your are to the person completing the Course registration process;
 - (b) guarantor is the person who, along with you, is jointly and severally responsible for paying the cost of the Course you are registering for; and
 - (c) a Course is to the John Hall Venice course which you may register for.
- 1.4 By completing a Course registration form you agree that:
 - (a) you have read these Terms and agree to be bound by them.
 - (b) if a guarantor is responsible for paying the cost of the Course you are registering for, they have read these Terms and agree (to the relevant extent) to be bound by them.
 - (c) you (and your guarantor, if any) consent to our use of personal information in accordance with our privacy policy (see paragraph 11)
 - (d) you (and your guarantor, if any) are not less than 18 years of age; and
 - (e) you (and/or your guarantor, if any) accept financial responsibility for payment of the Course as detailed on the Course registration form.
- 1.5 Following our receipt from you of a completed Course registration form, a binding contract is made with us once we notify you (via a Course registration confirmation) that we accept your Course registration.
- 1.6 Please carefully check your Course registration confirmation and all other documentation and information you receive from us. You shall receive your Course registration confirmation by email, and you confirm that, for the purposes of the Regs (as defined in paragraph 1.9), you consent to receiving that confirmation by such medium. You must contact us as soon as possible if any information appears to be incorrect, as it may not be possible to make changes to your Course registration at a later date and it may adversely affect your rights if we are not notified of any inaccuracies within a reasonable timeframe.

- 1.7 If we are unable to accept your Course registration request for any reason, we will inform you of this and will not request any payment from you.
- 1.8 We reserve the right to reject any Course registration request.
- 1.9 Once your Course registration has been confirmed, we will accept responsibility for your Course in accordance with these Terms as an ‘organiser’ for the purposes of the Package Travel and Linked Travel Arrangements Regulations 2018 (SI 2018/634) (Regs). A link to the Regs can be found at
- 1.10 http://www.legislation.gov.uk/ukxi/2018/634/pdfs/ukxi_20180634_en.pdf.
- 1.11 Your rights as set out in these Terms are subject to your rights under the Regs and the Consumer Rights Act 2015.
- 1.12 We reserve the right to change or alter the dates, itineraries, and lectures without prior notice, should circumstances require it.

2. PAYMENT

- 2.1 At the same time as you submit your Course registration form, you (or your guarantor, if any) will be required to pay a non-refundable deposit to us of £350.
- 2.2 The balance due to us in relation to a Course must be paid not less than 8 weeks prior to the commencement of the Course. If we do not receive the balance due in full before such date, we shall be entitled to treat your Course registration as cancelled by you, in which case the cancellation provisions set out in paragraph 5 shall apply.
- 2.3 If you are registering for a Course within 8 weeks prior to the commencement of the Course, you (or your guarantor, if any) must pay the entire cost of the Course to us at the point of registration.
- 2.4 All prices are inclusive of VAT.
- 2.5 The following methods of payment are accepted by us:
- (a) Cheque. Cheques should be made payable to Pre-U Courses Limited and must be drawn in pounds sterling only. We require 10 working days for cheques to clear.
 - (b) Bank transfer. If paying by this method, you (or your guarantor, if any) will need to request account details from us and make the payment at least three business days prior to the actual due date.

3. DAMAGE TO PROPERTY

If you cause any damage to property whilst participating in a Course, you must notify us immediately and it will be the joint and several responsibilities of you and your guarantor to make good the losses we or any relevant third party incurs as a result.

4. CHANGES BY YOU TO A COURSE REGISTRATION

- 4.1 If you wish to change your Course registration after it has been accepted by us, we will do our best to accommodate these changes, but this may not always be possible. Requests for changes to a Course registration must be made in writing. Where we can agree to a request, we reserve the right to charge an administration fee, based upon our increased costs as a result of agreeing to the change. The amount of such fee shall be notified to you before you choose whether or not to proceed with the proposed change(s). Where we are unable to agree to a request, if you do not wish

to proceed with the original registration, we shall treat this as a cancellation of the Course registration and the cancellation provisions set out in paragraph 5 shall apply.

4.2 Course registrations may be transferred in accordance with the Regs.

5. CANCELLATION BY YOU OF A COURSE REGISTRATION

5.1 To cancel a Course registration, you must notify us as soon as possible. Cancellation takes effect on the date we receive your notification. If you cancel after we confirm your Course registration, subject to the other provisions of this paragraph, you must compensate us for our losses, as we incur costs as soon as a Course registration is made. The closer a cancellation is to the commencement of the Course, the less likely we are to recover the costs by re-selling the Course at the original price. Our cancellation charges therefore increase as the commencement date approaches, and you must pay us the sums up to the maximum shown below. The cancellation charges are calculated on the basis of the total Course cost (excluding any registration amendment charges which may have been paid, which are not refundable).

5.2 If you cancel a Course registration for a reason covered by a policy of insurance, you may be able to recover the cancellation charges. Claims must be made to the relevant insurer (and not to us).

5.3 The following cancellation charges apply:

Date on which notification of cancellation is received by us:

- More than 14 days prior to commencement: 50% of the total Course cost.
- 0 - 14 (inclusive) days prior to commencement: 100% of the total Course cost.

5.4 The cancellation charges are a genuine pre-estimate of the losses we would incur in the event you cancelled your Course registration within the relevant cancellation timeframe.

5.5 You have the right to cancel your Course registration prior to the commencement of the Course without having to pay a cancellation charge in the event of exceptional and unavoidable circumstances occurring at the Course venue or its immediate vicinity and significantly affecting or preventing the performance of the Course registration. In these circumstances, we shall provide you with a full refund of the monies you have paid. For the purposes of this paragraph, "exceptional and unavoidable circumstances" means warfare, acts of terrorism, significant risks to human health (such as the outbreak of serious disease) or natural disasters such as floods, earthquakes or weather conditions. Please note that your right to cancel in these circumstances will often only apply where the UK or Italian government has implemented measures preventing the performance of the Course registration (such as public health measures in the context of a pandemic).

5.6 You also have the right to cancel the remaining part of the Course if, during the Course, exceptional and unavoidable circumstances (of the type described in paragraph 5.5) occur at the Course venue or its immediate vicinity and significantly affect or prevent the performance of the remaining part of the Course. In these circumstances, we shall provide you with a pro rata refund of the monies you have paid.

6. CHANGES TO OR CANCELLATION BY US OF A COURSE REGISTRATION

6.1 In the unlikely event that, prior to the commencement of your Course, we have to make any significant changes to your Course registration (such as changing the date of the commencement of the Course, or the duration of the Course) or cancel your Course registration, we will tell you as soon as possible, and if there is time to do so before the commencement of your Course, we will offer you the choice of the following options:

- (for significant changes) accept the changed arrangements; or
- cancel your Course registration, in which case, we will refund you all monies paid by you.

6.2 Please note the above options are not available where any change made is a minor one. 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 within the time period stipulated within our notice, we reserve the right to assume you accept the changed arrangements.

7. YOUR BEHAVIOUR

You are responsible for your actions and the effect they may have on others. If we, or another person in authority, believe your actions could result in a breach of these Terms, we may end your participation on the Course. In such circumstances, we shall have no further liability to you and will not be responsible for meeting any expenses you incur as a result, making any refund or paying any compensation. You and/or your guarantor shall also be required (upon our first written demand) to pay us and/or any relevant third party for loss and/or damage caused by your actions, and we will hold you and your guarantor jointly and severally liable for the same.

8. DISABILITIES AND MEDICAL REQUIREMENTS

We are not a specialist provider of accommodation for individuals with disabilities, but we will attempt to cater for any special requirements you may have. If you have any medical or disability requirements which may affect your participation in a Course, please provide us with full details before you complete your Course registration so that we can advise you as to the suitability of your chosen arrangements. If we (acting reasonably) are unable to properly accommodate the needs of the person(s) concerned, we will unfortunately not be able to confirm your Course registration. Please note that if you did not give us full details of any special requirements at the time of registering and we are not able to reasonably accommodate those special needs, we reserve the right to cancel your Course registration and impose applicable cancellation charges when we become aware of these details.

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

9.1 In accordance with the Regs, if the services comprised in the Course are not performed with reasonable skill and care, we will make good those arrangements or pay you appropriate compensation if this has affected the enjoyment of the Course. A service will be deemed to have been provided to you with reasonable skill and care if it complies with the locally enforced regulations of the country in which it is performed, or, in the absence of locally enforced regulations, if the service is delivered in a reasonable manner given locally accepted standards and practices.

9.2 Subject to paragraph 9.4:

- (a) our maximum liability to you in respect of a Course is limited to the cost of the Course. This maximum amount will only be payable where everything

has gone wrong, and you have not received any benefit whatsoever from your Course registration. Any amounts you receive from travel service providers or travel insurance will be deducted from any sum paid to you as compensation by us.

- (b) we are only responsible for loss or damage you suffer that is a foreseeable result of our breaking our contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the Course registration process; and
 - (c) in all claims of whatever nature, we will not be liable where the alleged loss or damage results from (i) fault attributable to you, (ii) fault attributable to a third party not connected with the provision of the Course which we could not have predicted or avoided and (iii) exceptional and unavoidable circumstances (of the type described in paragraph 5.5).
- 9.3 Our liability shall in all cases be limited in accordance with and/or in an identical manner to:
- (a) the terms and conditions of the travel service providers that provide the services comprised in your Course (which, by registering for a Course, you acknowledge form part of these Terms); and
 - (b) relevant international conventions, including the Carriage by Air Conventions (within the meaning given in section 1(5) of the Carriage by Air Act 1961) and the Convention of 1980 concerning International Carriage by Rail.
- 9.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services.
- 9.5 We only supply the services for private use and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.6 We strongly recommend that you take out appropriate insurance with a reputable insurance provider covering you for the duration of the Course. Travel insurance is also recommended by the Foreign and Commonwealth Office. It is your responsibility to ensure you have valid travel insurance that covers and is appropriate for your needs.

10. CONTACTING US, INCLUDING WHERE THERE IS A PROBLEM

- 10.1 You (and/or your guarantor, if any) can contact us by telephoning +44 (0) 208871 4747 by writing to us at 9 Smeaton Road, London SW18 5JJ, UK, or by emailing us at info@johnhallvenice.com During The Course you can contact Charlie Hall on either +39 338 787 9309 or +44 07956161420 or charlie@johnhallvenice.com
- 10.2 If we have to contact you (and/or your guarantor, if any), we will do so by telephone or by post using the contact details provided during the course registration process.
- 10.3 When we use the words writing or written in these Terms, this includes emails.
- 10.4 In the event of a complaint, the European Commission Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr/> can be accessed.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 11.1 We will only use your personal information as set out in our privacy policy. We will provide you with a copy of our privacy policy before we confirm your Course registration. A copy of our privacy policy is otherwise available on request.
- 11.2 We may require the name and contact details of a third party whom we may contact in an emergency. It is your responsibility to ensure that the third party consents to the disclosure of the information provided for that purpose.

12. OTHER IMPORTANT TERMS

- 12.1 We are under a legal duty to supply services that are in conformity with our contract with you. You have certain legal rights as a consumer under the law and nothing in these Terms affects your legal rights. Advice about your legal rights in relation to the services we provide may be available from Citizens Advice or the Chartered Trading Standards Institute. For detailed information, please visit:
- the Citizens Advice website (<https://www.citizensadvice.org.uk/>), or call them 0344 411 1444; or
 - the Chartered Trading Standards Institute website
 - (<https://www.tradingstandards.uk/>) call them 0808 223 1133.
- 12.2 We endeavour to ensure that all the information and prices in our sales materials are accurate; however, changes and errors may occasionally occur, and we reserve the right to correct prices and other details in such circumstances.
- 12.3 We are not responsible for the accuracy of any information about any Courses we offer on third party websites.
- 12.4 If you (and/or your guarantor, if any) fail to make payment to us when due under these Terms, in addition to the amount of the payment due, you (and your guarantor, if any) will be responsible for meeting the costs and expenses incurred by us (including legal costs) in pursuing the payment.
- 12.5 We may transfer our rights and obligations under these Terms to somebody else. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- 12.6 The contract formed as a result of you registering to participate in a Course is between you (and your guarantor, if any) and us. No other person shall have any rights to enforce any provision of these Terms.
- 12.7 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.8 If we do not insist immediately that you (and/or your guarantor, if any) do anything required under these Terms, or if we delay in taking enforcement steps under these Terms, that will not mean that you (and/or your guarantor, if any) do not have to do those things or prevent us taking enforcement steps at a later date.
- 12.9 These Terms shall be governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.