

# The Lake District School of Art – Terms of Supply

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Please read these terms and conditions carefully, they contain important information about your rights and obligations.

## 1. Interpretation

1.1. In these Conditions: "You", "Client", "Guest" means the person who has completed an Enrolment Form ("The Contract") for whom The LDSA has agreed to provide the Service in accordance with these Terms; "Contract" means the contract for the provision of the Service entered into between The Company and the Client; "Courses" means any and all courses provided by the Company for the client. "The LDSA" means The Lake District School of Art, of Rosegarth, Cumberhills Road, Duffield, Belper, Derbyshire, DE5 64HA; "Service" means the service to be provided by The LDSA for the Client and referred to in the Contract.

## 2. Introduction

2.1. These Terms and Conditions (the "Terms") govern the contract between you and us to the exclusion of all other Terms save for those implied by law, and no variation to these Terms shall be valid unless in writing and signed by you and the company director.

2.2. These Terms govern all use of the website situated at [www.artpaintingholidays.co.uk](http://www.artpaintingholidays.co.uk) and [www.resultsdrivengroup.co.uk](http://www.resultsdrivengroup.co.uk) (the "Websites") and all booking of and attendance at courses. By accessing our Websites or booking a Course you agree to be legally bound by these Terms as they may be modified and posted on our Website from time to time. We hope that these are acceptable to you but if they are not then you should not book a Course or use our Website for any purpose.

2.3. We strongly advise that you check all the information sent to you by us for your booking.

## 3. Supply of the Service

3.1. The LDSA shall provide the Service to the Client subject to these Terms. Any changes or additions to the Service or these Terms must be agreed in Writing by The LDSA and the Client.

3.2. The Client shall supply The LDSA with all necessary information and data relating to the Service, within sufficient time to enable The LDSA to provide the Service in accordance with the Contract. The Client shall ensure the accuracy of all information.

3.3. The Service shall be provided in accordance with the Contract and subject to these terms.

3.4. The LDSA may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Service without any liability to the Client.

3.5. The LDSA may at any time make any changes to the Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Service. These changes do not include the general location (Keswick in the Lake District) or the Tutor (Colin Halliday), both of which form an integral part of the Course.

3.6. In the event of unsuitable plein-air painting, the group will paint indoors in a venue to be decided by the LDSA.

## 4. Fees, refunds and cancellation

4.1. All amounts payable must be received before the commencement of the Course. Your place on the Course is not confirmed and we have no obligation to you until full payment is received.

4.2. VAT is included in all fees quoted for our art courses.

4.3. The Course fees include the cost of some basic materials which will be provided but please see the specific course description (or please ask us) for details of the additional materials that you will need to bring/buy.

4.4. All fees must be received at least 30 working days before the commencement of the Course.

### Cancellation by you

4.5. In relation to cancellation of any course by you for any reason:

- If cancellation by you occurs within 14 days after making your booking you are entitled to a full refund.
- If cancellation by you occurs more than 14 days after making your booking and more than 30 days prior to the start of the course - we are willing to offer a transfer to a course on a different date of the same value (or put your fee towards a course of greater value if you pay the additional sum required). You will not be entitled to a refund.
- If cancellation by you occurs less than 30 days prior to the start of the course, you will not be entitled to a refund nor will we offer a transfer of your booking or a credit note.

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- 4.6. Friends and family may attend in your place for any Course providing we have been given 24hrs notice before the Course commences. You will need to provide us with the names and contact details of anyone attending in your place.
- 4.7. In the event of an illness (or family illness) preventing your attendance, we may, in our sole and absolute discretion, vary our cancellation policy and we may ask for documentary evidence in order to make this decision. Any refunds awarded at this stage will be subject to a £50 administration fee.
- 4.8. If you withdraw from a Course after commencement for reasons of illness or injury, no refunds can be made for absences, including missed tutoring, missed meals, nights at the accommodation, or any activities you may have missed. You agree that The LDSA will not be held responsible for any failed insurance claims made by you to your insurance company.
- 4.9. Courses bought as gifts are subject to the same cancellation policy.
- 4.10. Any Courses purchased at a discount are subject to the same Terms and will be refunded to a maximum of the price paid.
- 4.11. You do not have a statutory right to cancel the Course because the Course is a leisure activity to be attended between specific dates and accordingly falls within the exclusion provided by regulation 28 of the Consumer Contracts (Information, Cancellation and Additional Charges) regulations SI 2013/3134.

## Cancellation by us

- 4.12. Subject to and without prejudice to our rights in clause 3.5 we reserve the right to cancel any Course at any time subject to the delegate receiving by choice either a full refund, transfer to a course of the same value or a gift voucher to the same value. Please note that we will not refund the cost of any accommodation or travel that you may have booked.
- 4.13. All our Courses have a minimum attendance level and may be cancelled if too few bookings are received.
- 4.14. We reserve the right to cancel your attendance on a Course at our sole and absolute discretion and provide you with a refund.

## **5. Your Conduct**

- 5.1. If we, in our sole and absolute discretion, consider that you have behaved in an unacceptable manner then we reserve the right to require you to leave the course/event immediately. All delegates are expected to conduct themselves in a reasonable manner and in accordance with our rules and regulations and to recognise that other delegates also require support and assistance.

## **6. Accommodation/Transport to and from Courses**

- 6.1. You are responsible for arranging your own transport where applicable. You should make arrangements for cancellation whether that is as the result of a cancellation of a Course by us or by you, and you should consider appropriate insurance.

## **7. General Course Provisions**

- 7.1. Places on Courses are allocated on a first to pay basis and we cannot guarantee your place on a Course prior to receipt of full payment. If the Course of your choice is fully booked, you will be offered the next available date.
- 7.2. Your attendance at a Course must be punctual at all times.
- 7.3. You must comply with all rules and regulations issued by us and please pay particular attention to any requirements as to dress or the wearing of protective equipment.
- 7.4. When we are out on location, you are required to participate and remain with the tutored group at all times.
- 7.5. We will always supply the teacher advertised for any Course but reserve the right to change the timing or content of any course due to the unavailability of the teacher.
- 7.6. We will never change the general location of the course (Keswick, in The Lake District) but may change the actual accommodation under exceptional circumstances.
- 7.7. Please pay particular attention to the details of each Course prior to booking. If you have a disability/additional support needs, please contact us before booking as aspects of some Courses may be unsuitable due to the nature of the location. Please ensure that you provide us with full details of any specific requirements that you may have and again we will endeavour to accommodate you.
- 7.8. Meals and drinks: Each guest will be responsible for what he or she consumes and can or cannot consume while on our holidays. You agree not to hold us responsible for allergic reactions,

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intolerance to any foods or drinks, or for any foods or drinks consumed which had any negative consequences on your health or well-being.

7.9. We do not accept enrolments from anyone under 18 years of age unless accompanied by an adult.

## **8. Vouchers**

8.1. Vouchers cannot be exchanged for cash and are non-refundable.

8.2. Vouchers will be valid for 12 months from the date of purchase.

8.3. Any remaining balance will be cancelled on expiry of the validity period.

## **9. Liability**

9.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. 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 sales process.

9.2. 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; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.

9.3. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial business or re-sale purpose, we will have no liability.

9.4. You are advised not to bring any items of special value onto our premises or on field trips. We will not accept responsibility for the loss of any personal possessions.

9.5. We will not be liable for any loss suffered by you resulting from any course or event which is beyond our reasonable control including but not limited to acts of God, wars, riots, civil commotions, malicious damage, compliance with any law or governmental order, rules, regulations or directions, accidents, breakdowns of plant or machinery, fires, floods, extreme weather, pandemics, epidemics or other outbreaks of disease or infection, or failure in the supply of electricity, heating, lighting or telecommunications equipment.

9.6. Transport arrangements made by you with the respective providers of transport are outside the terms of this Agreement and we exclude all liability in relation to your transport arrangements including any costs that you might incur in the event of cancellation of a Course by you or by us.

## **10. Data Protection/Intellectual Property**

10.1. We will only use the personal information you give us: to help us provide Courses or goods and to inform you about similar Courses or Goods unless you tell us that you do not want to receive this information. We will not pass your data to any other third parties. For further information on how we use your personal information please see our Privacy Policy.

10.2. All rights title and interest in any copyright that is created in any works by you whilst on a Course will vest in you upon creation but you hereby grant a licence of such copyright and the right to use such works and further your name and image in any photograph taken by us or on our behalf or supplied by you to us for advertising purposes including without limitation on our website and in our brochures.

10.3. The contents of our Website are protected by international copyright laws and other intellectual property rights. We are the owner or the duly authorised licensee of such copyright and all intellectual property rights in the mark "Lake District School of Art". You may not modify, copy, reproduce, republish, upload, post, transmit, distribute by any means or in any manner any material or information on or downloaded from our Website without our permission.

## **11. General**

11.1. We reserve the right to make changes to or suspend any aspect of our Website or Courses from time to time.

11.2. You undertake and warrant that all the information that you supply in relation to the booking of any Course is correct and that the credit or debit card (or other means of payment) is your own. We reserve the right to obtain validation of your credit or debit cards. Any breach of this clause 10.2 entitles us to cancel your booking on such Course without any refund at any time.

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- 11.3. We make no representations whatsoever about any other websites which you may access through our Website or which may link to our Website. When you access any other website, you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accept any responsibility for the content, or the use of such a website and we shall not be liable for any loss or damage caused or alleged to be caused by such link/website.
- 11.4. These Terms shall also apply to any person that is the recipient of a gift voucher or a person that attends a Course in substitution for the person that made the booking pursuant to the Contracts (Rights of Third Parties) Acts 1999 and references to “you” are deemed to include references to such attendee(s).
- 11.5. Artwork produced by You is, and remains, your custody. It is your responsibility to arrange for taking any artwork home.
- 12. Right of Image**
- 12.1. You may be photographed, filmed/videoed while painting. Photos and/or videos of you and your artwork may be shown on our websites, social media pages and or other advertisements for an unlimited time, unless otherwise notified by you by e-mail or registered mail before the course starting date.
- 13. Our Obligations**
- 13.1. We shall take reasonable care and skill in arranging the event and in complying with all applicable laws in relation to the event. In the event of unsuitable weather, you will paint indoors. All of the photographs and illustrations we use on our website and in literature (including quotations) are for marketing purposes and represent overall general standards of our painting holidays.
- 14. Responsibility**
- 14.1. We hold no responsibility if you become ill, are personally injured (fall, road accident, or any other injury) or decease during the holiday period. You are responsible for your personal and travel insurance. You are responsible for complying with our terms and conditions, the destinations government authorities, and of bearing any costs due to consequences of your non-compliance.
- 14.2. You are advised to wear appropriate clothing. We hold no responsibility for any staining on your clothing caused by you or any member of the group by our materials. For safety reasons, adequate footwear is advisable when walking to sites with the group, or anywhere outside of the accommodation.
- 15. Changes to these Terms and Conditions**
- 15.1. We may need to make changes to these terms and conditions. Changes can only be made by us. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will inform all persons booked on events of any major changes. Should clients with previous bookings disagree with new terms and conditions, they should contact us about this disagreement, so as to come to a mutual agreement.
- 16. Notices**
- 16.1. All notices should be sent to the contact details provided to you when you make a Course booking. All notices should be sent to us at The Lake District School of Art, Rosegarth, Cumberhills Road, DUFFIELD, Derbyshire, DE56 4HA or email [info@lakedistrictschoolofart.co.uk](mailto:info@lakedistrictschoolofart.co.uk)
- 16.2. Notices will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or if by post 3 days after the date of posting.
- 16.3. You agree to indemnify us in relation to any complaint or action taken against us by any third party as the result of your behaviour or actions whilst attending at a course or for any statements made or images posted on any site on the internet at any time. You further give your consent to the removal by us at any time and in our discretion of any content posted by you on our Website or any website or part of a website that is controlled by us and undertake to remove any posts made by you or material posted by you from any website immediately upon request by us without having to give a reason for such request.
- 16.4. No failure or delay by us in enforcing any of our rights under the Contract shall be deemed to be a waiver of such right.
- 16.5. The Terms are governed and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 16.6. The Lake District School of Art is registered as a company limited by guarantee with number 07621257 and whose registered office is at Rosegarth, Cumberhills Road, DUFFIELD, Derbyshire, DE56 4HA.

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