

# Theakston Old Peculier Crime Writing Festival - Terms and Conditions 2023



In order to help your booking run smoothly we would like to draw your attention to the following conditions. Could you please read them carefully, as all your travel arrangements will be governed by these conditions.

## 1. CONTRACT

Upon acceptance of your order and confirmation by email, a legally binding contract comes into existence between you and Theakston Old Peculier Crime Writing Festival.

Your order is not classed as confirmed until we have received full payment for the cost of the package plus, where applicable, booking charges and VAT.

If the Theakston Old Peculier Crime Writing Festival is cancelled or moved to another date, we will notify you by email.

## 2. CHANGE IN REQUIREMENTS

Any changes in your package requirements must be advised to Harrogate International Festivals in writing.

In the case of major changes to your booking made after the full payment has been made, TOPCWF reserves the right to charge an administration fee over and above the cost of any extra services.

## 3. CANCELLATION POLICY

We will try to be as flexible as possible with regard to option dates / cancellation deadlines. However, unless advised differently the following cancellation schedule will apply in the event of cancellation:

Up to 8 weeks prior to arrival:	A flat fee of £100.00 per person (the non-refundable deposit paid at time of booking) + a £14.00 per person booking fee will be retained.
Within 8 weeks prior to arrival:	60% of your package cost + a £14.00 per person booking fee will be retained.
Within 28 days prior to arrival:	100% will be retained.
No-shows:	No-shows will be charged in full, as it is normal practice for suppliers to charge for services under these circumstances.

## 4. PRICING

The prices quoted are gross and based on tariffs and taxes currently in force. TOPCWF reserves the right to make any adjustments to these prices arising from any change in VAT and tax rates and tariffs or seasonal supplements at any time until the services are fully paid for.

## 5. INVOICING/PAYMENT TERMS

Any changes made after the final invoice has been issued will be taken into account in a supplementary invoice or credit note that will be sent to you by e-mail. Payment of any supplementary invoices or outstanding balance must be made by credit/debit card.

## **6. PAYMENT METHODS**

All payments should be sent in Pounds Sterling.

Payment can also be made by credit/debit card (charges will apply). Please note we do not accept American Express.

Payment can be made by bank transfer directly to our account held at:

HSBC Bank PLC  
Prospect Crescent  
Harrogate  
Account no. 51422294  
Sort code: 40-23-12

If you are processing payment via BACs from a foreign account, please ensure that charges are taken into consideration. This varies dependant on currency and bank accounts.

Please contact the Festival office on 01423 562303 to obtain any further bank details you may require to process international payments.

## **7. ADMISSION**

TOPCWF is an inclusive Festival. We operate a zero tolerance policy towards anyone who engages in abuse of any kind, including, but not limited to, abuse of volunteers or staff, or sexual or racial harassment.

Any guests who are asked to leave the Festival, or are refused entry, will not be offered a refund.

## **8. LIABILITY**

All Festival guest appearances may be subject to change without notice. In the event of changes having to be made to guest appearances, or non-appearances, no refunds for weekend break packages or weekend rover packages will be offered.

TOPCWF do not accept liability for loss or damage that is caused by any event or circumstances beyond our reasonable control.

TOPCWF will not be responsible for loss, damage or injury to any person or their property.

Should TOPCWF be deemed to be responsible for loss, damage or injury then any damages due will be limited to the maximum public liability insurance cover held by TOPCWF at the time.

## **9. PHOTOGRAPHY**

Harrogate International Festivals and permitted third parties may carry out general filming, recording or photography about the premises for promotional or archival purposes. You consent to you and your party appearing in such recordings without prior notice or payment.

If you have any questions, please call the Festival office on 01423 562303.

## **10. SPECIAL CLAUSE**

TOPCWF reserves the right to cancel all arrangements and bookings if the payment schedule is not met. If a deposit has been paid, this will be forfeited.

### **11. FORCE MAJEURE**

TOPCWF will not be liable for any loss or damage arising out of or in connection with the holiday where performance and/or prompt performance of the contract is prevented by reason of war or threat of war, riot, civil strike, industrial dispute (affecting employees or any person other than those of the company), terrorist activity, natural and nuclear disasters, fire, adverse weather conditions, hostilities or political unrest and other similar conditions beyond the control of the company including coronavirus and any associated governmental action related to the pandemic, including but not restricted to a national or local lockdown.

### **12. ALTERATIONS AFTER ARRIVAL MADE BY CLIENT**

Any alteration or abandonment of travel or hotel accommodation after the client has commenced the weekend break will be in breach of the contract and will not be accepted as any basis of claim against the company and no refunds will be made.

### **13. COMPLAINTS**

Please ensure that you communicate any problems with the services provided during your stay as soon as they occur.

If you do not follow this procedure, we cannot accept responsibility, as we will have been deprived of the opportunity to investigate and rectify the problem.

TOPCWF will not accept any liability in respect of any query, which is not reported to us in writing within the next 7 working days of your return home.

In the unlikely event of a book out which is beyond our control, TOPCWF guarantees to provide an alternative accommodation of at least equal standard and guests will be notified within 24 hours of the Festival finding out should this happen.