

# Terms & Conditions

## 1. General

*Explaining who we are and what we mean in this document.*

Your contract is with Conor MacNeill, Jeff Bartlett and Zoe Timmers, hereby referred to as "us" or "we". All persons wishing to make a booking with us must have carefully read and understand these Terms & Conditions. In these Terms & Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that he/she has read these terms and conditions and has the authority to and does agree to be bound by them.

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay the full amount; and c) we issue you with a booking confirmation. We reserve the right to return your full amount and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you.

By booking or workshop we mean any workshop, trip, expedition or part contained therein.

The "plain English" preambles to the sections do not constitute a legal statement and are merely there to give you a basic gist of what that clause relates to. They are in no way legally binding and you must read the small print thereafter.

## 2. Law & Jurisdiction

*If there's a problem, we'll sort it out in England & Wales.*

These terms and conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

## 3. Booking your trip

*We'll try to accommodate any special requests, but can't always guarantee them.*

a) Special Requests, such as meal or room type should be indicated in writing. We will pass your request on to the hotel or similar, but cannot guarantee that it will be accommodated. We shall not be held liable if any Special Request is not met. The provision of any Special Request does not constitute a term of your contract with us unless we have confirmed your request in writing.

b) It is important for you to check the details on the confirmation invoice as soon as you receive it.

c) Before making a booking we advise you to check advice on the destination issued by the Foreign & Commonwealth Office by visiting their website:  
[www.fco.gov.uk/en/travelling-and-living-overseas](http://www.fco.gov.uk/en/travelling-and-living-overseas) or calling the Foreign Office Travel Advice Unit on 0845 850 2829 (UK).

d) To make a booking we must have received booking confirmation via the payment site. A Booking Form will then be sent to you. Your place on the workshop is booked once we send a confirmation email to you.

#### **4. Payment**

The full payment is required for your booking. If your payment is not received when due, the reservation will be subject to cancellation.

When you receive the confirmation invoice please check the details and inform us immediately if anything is incorrect.

Once you have booked you will receive a further 'Workshop Pack' with more information about the trip.

All payments are taken by Billetto. You are advised to read their Terms & Conditions before booking: <https://billetto.co.uk/en/pages/terms>

#### **5. Cancellations & Refunds**

Our cancellation policy is as follows:

- (a) 8-6 weeks before the workshop - 50% charge of the total price
- (b) 6-4 weeks before the workshop - 75% charge of the total price
- (c) 4 weeks or less before the workshop - 100% charge of the total price

*Full refund within 8 weeks of the start of the workshop.*

*Full refund (minus fees) if we can fill your space in time.*

*Cancel by emailing us.*

Written notice of cancellation must be received by us by email. Oral cancellation by phone is not acceptable. Please note your cancellation is not considered official until you have received a return email confirmation acknowledging your cancellation.

In the event of cancellation by your travel companion or roommate, you are responsible for the additional resultant single supplement.

**Note:** Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

## **6. Changes In Service**

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

Most alterations will be minor and while we will do our best to notify you of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. Examples of "minor changes" include the following when made before departure:

- A change of accommodation to another of the same standard or classification.
- A change in itinerary due to local weather conditions or other occurrences out of our control (eg. road closure).

Occasionally we may have to make a major change to your confirmed arrangements. Examples of "major changes" include the following, when made before departure;

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A significant change to your itinerary, missing out one or more destination entirely.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i) (for major changes) accepting the changed arrangements,

- ii) having a refund of all monies paid; or
- iii) accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

If we make a major change or cancel, less than 60 days before departure, we will also pay compensation as detailed below:

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. We will not pay you compensation where we make a major change or cancel more than 60 days before departure or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or if we cancel your arrangements because the minimum number of participants to run the arrangements has not been reached. (We will tell you if we have to cancel for this reason not less than 60 days before departure).

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by "force majeure" (see clause 7) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

We require that you purchase insurance to cover trip cancellation, injury and losses either prior to or during the trip.

## **7. Force Majeure**

Except where otherwise expressly stated in these Terms & Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## **8. Price Policy**

All prices quoted for our trips are in British Pounds (GBP). These prices are subject to change as deemed necessary and fair by us before you book.

## **9. Accommodation**

a) Hotel accommodation is based on single occupancy. Please contact us with double occupancy requests.

b) When the hotel listed is not available, a similar category hotel will be substituted without prior notice.

## **10. Meals**

Several meals will be provided in hotels, local restaurants or eaten in places convenient to the shooting areas. If you have any special dietary requirements, you must inform us by email prior to workshop start date.

Soft drinks and hot drinks will be available during meals, but alcoholic beverages are EXCLUDED from the workshop price.

## **11. Airfare**

Airfare is not included in the trip price. □ It is your responsibility to get to the workshop location or departure point on time. If in doubt, before booking your airfare, please contact us for arrival and departure time requirements.

## **12. Booking fees do not include:**

Airfare from your hometown to the workshop location; tips; meals not mentioned on our site; insurance premiums; charges arising from deviation; any expenses due to delay or changes of schedule, overbooking of accommodation, default of any third parties, sickness, weather, strike, acts of God, acts of terrorism, force majeure, acts of governments, civil disturbances, war, quarantine, customs regulations, epidemics, criminal activity or for any other cause beyond our control; any personal charges such as passport and visa fees, excess baggage charges, phone bills, SIM cards, postage, laundry, alcoholic drinks, etc.

## **13. Insurance**

We require that you obtain an appropriate travel insurance, which will cover at least the loss, expenses and damages arising from, including but not limited to, the cancellation of the holiday (whether in whole or in part), personal accident and injury, medical and repatriation costs, loss of baggage and personal money and belongings and flight cancellations or delays.

We may ask to see a certificate of insurance prior to the trip.

We accept no responsibility for cost, which may occur as a result of a client failing to secure adequate insurance coverage.

Baggage is at owner's risk throughout and baggage insurance is recommended. We are not responsible for loss, theft, damage or delay to passenger's luggage.

## **14. Health & Disability & Fitness Levels**

To ensure the smooth operation of the trip, we recommend that travellers be in good health. Please consult your doctor/physician regarding your wellness and ability to travel long distances.

All participants should be aware that whilst no major fitness level is required, the workshop will have some hikes up to 2 hours each way which will be necessary to reach a specific shooting location. These hikes would be classified as 'Moderate' with challenging parts. Participants should be aware that these locations may include heights such as slopes and cliffs with some mountain terrain. No hikes will require specialist equipment.

Participants are responsible for bringing all relevant hiking gear/clothing and where necessary please contact us for advise on what might be needed.

Any physical or mental disability which requires special treatment or attention must be reported to us at the time of reservation.

We regret that we cannot provide individual assistance to a tour member for walking, dining, getting on/off transportation vehicles, or other personal needs. A qualified travel companion must accompany travellers who need assistance. We reserve the right to exclude passengers who are physically or mentally unfit to undertake long trips, in the interest of the whole tour group.

## **15. Passports & Visas**

All clients must be in possession of a valid passport required for entry, departure and travel through each destination along the itinerary of the workshop if applicable.

You accept full responsibility for obtaining all necessary documents, visas and permits prior to the tour departure, and are solely responsible for any adverse consequences resulting from missing proper documentation.

We are not responsible for the client's visa or passport requirements, nor will a refund of unused services be made, nor reimbursement of any additional expenditure, if a client is denied entry to a country for this or any other reason.

## **16. Code of Conduct**

In the interests of safety and enjoyment, you are expected to behave in a proper and respectful manner, not only to us, the locals and the other attendees/travellers, but also to nature.

Use of illegal substances, alcohol abuse, committing or participating in any criminal or illegal activity or acts violence will not be tolerated.

Failure to abide by this code of conduct, as deemed by us, may result in your removal from the trip without refund or compensation of any sort.

## **17. Claims & Complaints**

If you have a complaint against us during the tour concerning any part of the services provided by us, you must inform us at the earliest opportunity to allow the grievance to be resolved. If satisfaction cannot be reached through these means on the workshop, then further complaints must be put in email to us, quoting your booking number, at the earliest opportunity and no later than 30 days after your return.

## **18. Errors & Omissions**

Although we make a concerted attempt to verify the accuracy of statements made herein, we are not responsible for typographical or printing errors, omissions or unintentional misrepresentations made in this document or on our website(s).

Any amendments apply from the date we publish them, so please also check these before you make your booking.

## **19. Releases**

*We may use photos of you that we have taken during the trip. We may ask to use your photos but only to promote our workshops and nothing else, you retain all copyright.*

By agreeing to these terms and conditions, you hereby grant us permission to photograph, video or otherwise record parts or all of the trip and use these resulting photographs and recordings for commercial, publicity or promotional work without any compensation.

If you do not wish your likeness to be used, you must notify us in writing prior to departing on the trip.

You retain all copyright on all images you take during the trip, we may ask to utilise your images for promotional reasons and will inform you of this in writing.

## **20. Weather**

*We have no control over the weather, but we'll try our best to make the most of it while keeping you safe.*

Weather conditions are covered under clause 7, "Force Majeure".

## **21. Liability**

1) We will accept responsibility for the arrangements we agree to provide or arrange for you. Subject to these Terms & Conditions, if we or our suppliers perform or arrange your contracted trip arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your trip), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- a) the act(s) and/or omission(s) of the person(s) affected;
- b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- a) loss of and/or damage to any luggage or personal possessions and money,
- b) Claims not falling under a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking. Where this relates to destruction, delay, loss of and/or damage to luggage and/or other personal possessions then our liability will not exceed £600. We will not at any time be liable for any loss of or damage to valuables of any nature. You are precluded from making a double recovery by making the same claims and seeking recovery against us and our suppliers, contractors or other third parties.

- c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel
  - i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as

well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses.

7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

We reserve the right to substitute hotels, and alter the itinerary, withdraw any booking and make any desirable alteration for the convenience of the operation of trips.

The general conditions under which you agree to utilise the our services may not be amended in any way, except in writing, by an authorised officer of ours. By utilising our services, you agree that these terms and conditions are subject to English law and the exclusive jurisdiction of the English courts.

## **22. Data Protection**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address,

any special needs/dietary requirements *etc.* We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies *etc.* The information may also be provided to security or public authorities such as customs or immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

We may wish to contact you by email with news or special offers on our workshops. If you prefer not to be contacted for the purposes set out above please email us.

You are entitled to a copy of your information held by us. If you would like to see this please email us. We may make a small charge for supplying this information as permitted by law.