

## Darren Cole Photography

### Workshop Terms & Conditions of booking

1. A non-refundable deposit of the amount stated is required at the time of booking and must be paid either by credit or debit card or online banking. You will receive confirmation of your payment by email.
2. If you are booking within 4 weeks of the start date, please make payment in full.
3. The balance of the cost of the workshop will be due 4 weeks before the workshop start date for all workshops. If full payment is not received by the specified date, Darren Cole Photography reserves the right to treat the booking as cancelled and retain the deposit.

### Cancellation of booking

4. If you cancel your booking less than 4 weeks before the beginning of a workshop, you are liable for the full cost of the workshop. For bookings cancelled prior to this period, you will be offered a place on another workshop or a refund of any monies paid but only in the event that Darren Cole Photography can resell the place (minus any payment gateway fees incurred). If you wish to cancel your workshop please do so in writing or by email. The date the letter/email is received will be used to determine whether a refund will be made.

### Changes to workshops and workshop cancellation

5. Darren Cole Photography reserves the right to alter or cancel any workshop due to force majeure (defined as unusual and unforeseeable circumstances beyond our control, such as war or the threat of war, riots, terrorist

activity, civil strife, industrial disputes, natural or nuclear disaster, fire, flood or adverse weather conditions). In the event of any cancellation by ourselves we will offer you a place on an alternative workshop, a credit to your account of the amount you have paid which you can then use on a future workshop, or a full refund (minus any payment gateway fees incurred). If the alternative workshop you book is cheaper, we will refund the difference, and if it is more expensive, you will be required to pay the balance. Darren Cole Photography will not provide refunds for any accommodation booked by a client in the event of a workshop cancellation or refund the cost of any travel arrangements (e.g. flights, trains, taxis) made by the client. For this, please contact your insurance company

6. We will supply you with more details of the workshop itinerary before the workshop but please note that the itinerary is an outline only, and may be changed due to weather conditions, etc. The workshops we run require flexibility and must allow for alternatives.

7. In the event of the specified tutor(s) being unable to attend due to illness or other circumstances beyond our control then the workshop will be cancelled and the provisions of clause 5 will come into effect.

## Insurance

8. It is a fundamental booking condition that you accept the hazards involved. Customers should have adequate insurance in place for the duration of the course and the activities undertaken. The insurance should cover for cancellation and curtailment, medical and emergency

expenses, personal accident, injury and death. In addition you should be insured against loss of or damage to baggage and personal possessions including all your camera equipment. All applicants participate at their own risk and Darren Cole Photography accepts no responsibility for injury or damage done to their persons or property.

9. Darren Cole Photography does not accept liability for any loss or additional expense caused by delay or interruption to travel services through weather conditions, civil disturbance, industrial action, strikes, wars, floods or sickness. Such losses or additional expenses are the responsibility of the client.

10. Darren Cole Photography does not accept responsibility for any loss of valuables, including camera equipment, during a course or workshop.

11. Darren Cole Photography reserves the right to assess whether you; the Client, or any individuals in your particular party, can be safely accommodated on a workshop. Darren Cole Photography has absolute discretion to refuse that Client's attendance or any member of that Client's party on the workshop.

Please note that suitably qualified medical personnel do not accompany the Darren Cole Photography workshops. Neither Darren Cole Photography nor any of its employees are equipped or trained to deal with a medical emergency or to provide care and assistance in the event of an emergency. If you have any medical condition which may need emergency treatment then you must disclose this

at the time of booking to enable Darren Cole Photography to make an assessment as to whether you can be safely accommodated on the workshop.

12. It is the responsibility of the Client to inform us on, or before booking, whether it is necessary to make any special arrangements as regards care or assistance with regard to the Client or any individuals in the Client's party.

13. Darren Cole Photography reserves the right to require any Client to produce medical evidence of their fitness to travel.

### Liability

14. Darren Cole Photography shall not be responsible to the Client for any loss or damage arising from the negligent act or omission of any third party supplier or service provider or their employees or agents.

15. Darren Cole Photography will not be held responsible for the performance or non-performance of any third party supplier or service provider. In the event that a third party supplier or service provider does not meet the expectations of the Client, Darren Cole Photography cannot be held responsible for any inadequate or unsatisfactory service supplied by a third party.

16. We are unable to accept bookings from persons under 18 years old, unless accompanied by a fully paying adult

17. The client must communicate any perceived failure in the performance of this contract on the spot to the workshop leader thus giving the leader the opportunity to achieve a satisfactory solution. Should this not be possible,

you should make your complaint known to us in writing within 28 days of the completion of the workshop.

18. By completing this online booking, you are agreeing to accept these Terms and Conditions. The person completing the booking does so on behalf of all the other individuals included in it, so that all are bound by the booking conditions.