



## TERMS AND CONDITIONS OF BOOKING AND ATTENDANCE ON PHOTOGRAPHY COURSES AND WORKSHOPS (JULY 2019 VERSION)

- 'CPW' refers to Creative Photography Wales and Creative Photography Experience
- 'The Customer' refers to the person making the booking: not the person attending the course
- The Term 'Individual Course' applies to individuals or 2 people booking together. Different rules apply because with a course defined as 1-1 any postponement, cancellation or amendment does not have implications on others.
- The Term 'Group Workshop' refers to up to and no more than 6 people, some or all of whom will have booked separately

### 1. PAYMENT / BOOKING CONDITIONS

#### 1.1 Payment Conditions

##### 1.1.1 INDIVIDUAL COURSES:

- **A booking is secured with a proportion of the fee as required on the website for any individual course.** This is non-refundable in the case of **permanent cancellation** by the customer. See Clause 1.1.4 for Balance of Payments
- You are able to change any agreed date **up to 7 days before the agreed start date with no cost penalty**, unless direct costs have been incurred by us in which case a charge will be made to cover these. For changes within 7 days of the start of the course, a 50% Charge will be made plus any direct costs incurred by us (unless agreed otherwise by both parties)
- The above payment and deposit condition applies with both Single and Multiple day bookings.
- Payment may be made in full at booking stage or the balance paid at least 14 Days before commencement of the course
- **For short-notice bookings of less than 14 Days, PAYMENT IN FULL is required on booking.**
- Payment via BACS or Cheque is accepted or through the website via Paypal. **Cash on the day is not permitted and an assurance of this does not secure a place on the Course or Workshop.**
- **PLEASE NOTE THAT A BOOKING DATE CANNOT BE CONFIRMED UNTIL A DEPOSIT HAS BEEN RECEIVED: ALSO REFER TO CLAUSE 1.1.4 DEPOSIT AND BALANCE OF PAYMENT SCHEDULE BELOW**

	<p><b>1.1.2 GROUP WORKSHOPS</b></p> <ul style="list-style-type: none"> <li>• <b>All terms and conditions apply as per Individual Workshops.</b></li> </ul> <p><b>1.1.3 GROUPS BOOKING TOGETHER (E.G. GROUPS OF FRIENDS, COLLEAGUES OR CAMERA CLUBS)</b></p> <ul style="list-style-type: none"> <li>• <b>All terms and conditions apply as per Individual Workshops.</b> However, CPW will recalculate the cost per person before making any appropriate refunds in the event of cancellation by some but not all members of the Group as fees are based on a sliding scale depending on numbers actually attending.</li> </ul> <p><b>1.1.4 DEPOSIT ARRANGEMENTS AND BALANCE OF PAYMENT SCHEDULE</b></p> <ul style="list-style-type: none"> <li>• <b>The Website will normally take a deposit at booking stage; the deposit averages 25% of the total payment. The amount of this and the total payment due is clearly stated on the booking page.</b> Full payment is only taken on workshops less than £100 full payment. If paying directly, the Customer is given a choice of paying a deposit or paying in full.</li> <li>• For courses or workshops of total value <b>up to and including £500</b> in which a deposit only has been paid, the full balance becomes due a minimum of One Month before commencement of the workshop. This is payable by BACS Bank Transfer unless otherwise agreed.</li> <li>• For larger fees <b>exceeding £500</b> in any one booking, you will be forwarded a schedule of payment dates on booking. This will normally be: <ul style="list-style-type: none"> <li>- <b>Initial Deposit amount:</b> Sum as paid on Booking via Paypal or BACS</li> <li>- <b>Balance to 50% of the total (50% less deposit):</b> Two Months prior to Course or Workshop Commencement</li> <li>- <b>Remaining 50%:</b> Payable One Month before workshop or course commencement</li> </ul> </li> </ul>
<p><b>1.2 Cancellation prior to Course or Workshop</b></p>	<p><b>1.2.1 PERMANENT CANCELLATION BY CPW:</b></p> <ul style="list-style-type: none"> <li>• <b>A full refund on both Individual and Group Workshops will be made of ALL sums paid to us.</b> We will normally offer alternative workshops but this does not affect your right to a full refund. We commit to giving a minimum 14 DAYS notice of any cancellation. Normally Group Workshops will be cancelled or postponed if less than 3 people have confirmed bookings, however we may on occasions proceed with fewer on the workshop.</li> </ul> <p><b>1.2.2 PERMANENT CANCELLATION BY THE CUSTOMER:</b></p> <ul style="list-style-type: none"> <li>• <b>The agreed deposit (50% of the full payment or fixed fee as requested on any specific course or workshop) is non-refundable.</b> However, it may at our discretion, be used as payment or part payment towards any other course or workshop completed within one year of booking.</li> <li>• All balances of payment apart from the deposit will be refunded if cancelled more than 14 Days before course commences.</li> </ul>

	<ul style="list-style-type: none"> <li>• 50% of balances will be refunded if cancelled less than 7 days before course commences</li> <li>• <b>If cancelled within 7 days, no balance refund is available</b></li> <li>• If the fee is paid in full at the outset, the payment will be split between the deposit and balance and the above conditions apply to each proportion as applicable.</li> </ul>
<p><b>1.3 Termination during a Course or Workshop</b></p>	<p><b>1.3.1 TERMINATION BY CPW:</b></p> <ul style="list-style-type: none"> <li>• <b>CPW reserves the right to terminate a course or a place on a group workshop if the Customer contravenes ‘Conduct of Customers’ as set out below.</b> This will only be done in extreme circumstances and with repeated transgressions. No refund will be made in such circumstances. This does not affect your statutory rights of appeal.</li> </ul> <p><b>1.3.2 TERMINATION BY THE CUSTOMER:</b></p> <ul style="list-style-type: none"> <li>• Attendance at Workshops or courses cannot be terminated by the customer during the event without justifiable cause for complaint in which case the customer should follow the complaints procedure as detailed under ‘Complaints’ below. If the customer decides to leave the course or workshop without justifiable cause, no refund will be made. However, in exceptional circumstances such as personal injury or family bereavement, CPW may at their discretion offer a refund for the course or workshop.</li> <li>• Where a customer has agreed with CPW in advance to split days on a 1-1 course to cover non-consecutive days with no pre-arranged ongoing dates subsequent to Day 1, and decides or agrees with CPW that for any reason they do not wish to continue with the remaining days, CPW may at their discretion offer a refund for the uncompleted proportion of the course. This however is not a contractual obligation. The full rate for the completed element of the course will be deducted from the refund in such circumstances</li> </ul>
<p><b>1.4 Postponement</b></p>	<p><b>1.4.1 POSTPONEMENT BY CPW:</b></p> <ul style="list-style-type: none"> <li>• We reserve the right to postpone any date <b>up to 7 days before the start of the course</b>, although we commit to doing this only in the event of unavoidable circumstances.</li> <li>• If we need to postpone for any reason, then alternative date(s) will always be provided.</li> <li>• <b>If no alternative dates are suitable for the customer, the offer of a full refund will be made.</b> Accommodation and other indirect costs incurred by The Customer are strictly outside the scope of the contract between CPW and The Customer.</li> </ul> <p><b>1.4.2 POSTPONEMENT BY THE CUSTOMER:</b></p> <ul style="list-style-type: none"> <li>• <b>Any Individual Course booking can be postponed by the customer up until 7 days before the due date without penalty.</b></li> <li>• <b>Any Group Course Customer who wishes to postpone or transfer to another group course will be allowed to do so</b></li> </ul>

	<p>with a minimum of <b>14 days notice</b></p> <ul style="list-style-type: none"> <li>• If an <b>Individual Course is postponed within 7 days</b> and a <b>Group Workshop within 14 days</b> we will always try to accommodate. However, we reserve the right to apply a <b>50% surcharge on the booking</b> (with an Individual Course this will only be applied in exceptional circumstances or resulting in direct financial loss by CPW)</li> <li>• <b>Group Workshops are NOT postponed in the event of bad weather or by agreement with any individual customer.</b> Any wish to postpone will always be made by individual customers and agreed with CPW at our discretion for that individual only. However, the itinerary for the day may be amended by CPW to suit conditions as appropriate.</li> </ul> <p><b>1.4.3 POSTPONEMENT BY AGREEMENT:</b></p> <ul style="list-style-type: none"> <li>• Courses can be rearranged in the event of bad weather or other unforeseen circumstances by agreement of both parties up until the evening before the course is due to commence.</li> <li>• <b>There is no financial implication either way in the event of Postponement by Agreement</b></li> </ul>
<p><b>1.5 Gift Vouchers</b></p>	<ul style="list-style-type: none"> <li>• All Gift vouchers are valid for <b>One Year from date of purchase</b> whatever the value.</li> <li>• Anyone booking an <b>Individual Course with an unused Voucher after One Year can use the voucher against a place on a Group Course for a further One Year</b></li> <li>• The One Year expiry condition may be waived in exceptional circumstances of which the customer was unaware of at time of booking.</li> <li>• Gift Vouchers are <b>fully transferrable to another participant at no additional charge</b> with prior notice to CPW</li> <li>• Any Gift Voucher bought as a Photography Course can be used against the cost of other products e.g. Photographic Prints (or vice-versa)</li> <li>• <b>No refunds are available on Gift Vouchers and no cash balances will be given to Gift Voucher recipients.</b></li> <li>• <b>Full payment must be made on Gift Vouchers at time of purchase. Payment must be received in full before posting</b></li> </ul>
<p><b>2. INCLUSIONS / EXCLUSIONS</b></p>	
<p><b>2.1 General Inclusions / Exclusions</b></p>	<ul style="list-style-type: none"> <li>• <b>A full list of inclusions and exclusions is provided with the Trip / Course notes sent to The Customer before the course or Workshop.</b> While this list is not intended to be exhaustive, it does provide guidance on the main features of the Course or Workshop that the Customer should expect when attending. If you consider that there are any major discrepancies from the list provided, please bring them to our attention in order that the situation can be addressed and remedied.</li> </ul>

<b>2.2 Accommodation</b>	<ul style="list-style-type: none"> <li>• <b>Courses or workshops do not include accommodation unless specifically stated as included in the price.</b></li> <li>• Where included (in 2019 this is Isle of Skye and Snowdonia only), the description of the accommodation is as on their website and designed to be as accurate as possible. A link to the website is always provided. If in any way you find that the accommodation is not as described, please inform us and I will raise this with the owner / agent.</li> <li>• Food / Drink (apart from tea / coffee and light refreshments where stated) are not included in any workshops.</li> <li>• Rooms will always be single occupancy with the exception of Two Booking Together in which both are normally required to share a room.</li> </ul>
<b>2.3 Transport</b>	<ul style="list-style-type: none"> <li>• The Customer will usually be expected to make their own transport arrangements to the start point of the course or workshop. However, on occasion, transfers from local bus / railway terminals will be offered and this will be stated in the trip notes.</li> <li>• Pick-Ups from further afield may be available of convenient in terms of routes to destination but this is always at the discretion of CPW.</li> <li>• Transportation to locations will be provided for up to 4 customers for the duration of the workshop. In the event of more than 6 attending we ask for a volunteer driver / drivers to provide additional transport or drive themselves.</li> </ul>
<b>3. GENERAL CONDITIONS</b>	
<b>3.1 Non-Participating Companions</b>	<ul style="list-style-type: none"> <li>• <b>A Non-Participating companion may attend an Individual Course free of charge.</b></li> <li>• <b>No Non-Participating companion will be allowed on a Group Workshop unless accompanying a person under 16</b> (unless agreed with in individual customer in advance).</li> <li>• If the Non-Participating person brings a camera with them on an Individual Course and attends any part of the course, <b>they will be regarded as a Participating customer and charged an appropriate fee</b> at commencement of the course. This does not include iPhone or other mobile Cameras.</li> <li>• <b>Course Notes are given to all customers in Digital PDF form are intended for the use of the customer only.</b> This is obviously based on Trust and cannot be enforced but your cooperation is requested not to share them with non-participating persons or other close friends and colleagues.</li> <li>• <b>The companion may fully participate on the day by paying the ‘Two Person’ balance of the fee by any appropriate method of payment.</b></li> </ul>
<b>3.2 Children Under 16</b>	<ul style="list-style-type: none"> <li>• <b>Children under 16 MUST be accompanied by a Responsible Adult. Conditions apply as above for Non-Participating Companion</b></li> </ul>

	<ul style="list-style-type: none"> <li>• Participants between 16 and 18 can attend alone but only with prior agreement between CPW and parent or guardian.</li> </ul>
<b>3.3 Conduct of customers</b>	<ul style="list-style-type: none"> <li>• All customers are forwarded information and advice on Health &amp; Safety, Protection of the Environment and General conduct before participation any course. CPW takes this aspect very seriously and expects the same of customers.</li> <li>• <b>All Courses and Workshops are entirely Non-Smoking</b> due to the close proximity to other participants on the workshop whose health and enjoyment may be adversely affected. This includes all outdoor locations.</li> <li>• <b>It is The Customers responsibility to comply with this guidance</b>; in the event of repeated non-compliance we reserve the right to ask customers to leave the course. In this event no refund of any fees will be made.</li> <li>• Any circulation of Course Notes beyond close family and friends without prior permission is strictly prohibited and if discovered by CPW may result in further action.</li> </ul>
<b>3.4 Complaints</b>	<ul style="list-style-type: none"> <li>• CPW takes complaints very seriously. We will always seek to resolve them by agreement before recourse to other means of redress is deemed necessary.</li> <li>• We commit to giving a full or partial refund of the course fee if any customer has reasonable grounds for complaint.</li> <li>• In the first instance we would ask anyone with a complaint to telephone for an initial discussion. If the outcome of this proves unsatisfactory, we ask the customer to put this in writing via letter or email and at this stage in most cases we will reimburse the course fee unless the reason behind the complaint is unreasonable or can be disproved by CPW.</li> <li>• In the event of a dispute between CPW and The Customer (of whatever cause) your normal statutory and legal rights apply and are not affected by any prior discussions which are Without Prejudice at all times.</li> </ul>
<b>3.5 Itineraries</b>	<ul style="list-style-type: none"> <li>• All Course and workshop Itineraries forwarded to Customers in advance of commencement are indicative and a guide only and subject to alternation or amendment depending on weather conditions or other circumstances on the day.</li> <li>• However, any amendments are generally made for customers benefit, broad timings and approximate locations will be retained and we will at all times look to maintain the emphasis any learning content of the day and provide at least the equivalent number of teaching hours</li> </ul>
<b>3.6 Use of CPW Equipment</b>	<ul style="list-style-type: none"> <li>• <b>Camera, Lenses, Tripods / Filters &amp; other photographic equipment.</b> These are generally made available for use by The Customer when required. We are insured for accidental loss or damage and therefore under normal circumstances we would not seek financial redress. However, in the event that equipment is treated with negligence, disregard or against our advice we would seek full financial compensation for its replacement or repair. An example would be keeping a camera secured to a tripod on uneven ground when our Trip Notes specifically state that the camera should be removed.</li> <li>• <b>Use of Laptop / Computer for Viewing &amp; processing of Images.</b> While you encouraged to bring your own laptop loaded</li> </ul>

	with appropriate software, it is accepted that this is not convenient for all customers, therefore our PC / Laptop equipment is available for this purpose. However, we undertake no responsibility for loss or corruption of images due to damaged, corrupted or unreadable memory cards which may have resulted from insertion onto our equipment. ANY IMAGES REMAINING ON THE CARD PRIOR TO THE COURSE MUST BE BACKED UP TO YOUR COMPUTER BEFOREHAND
<b>For queries:</b>	<ul style="list-style-type: none"><li>• Email: <a href="mailto:info@creativephotographytraining.co.uk">info@creativephotographytraining.co.uk</a> Call: 01874 676402 / 07815 089835</li></ul>
<b>Dec 2019 Version</b>	<ul style="list-style-type: none"><li>• Updated December 2019 by Nigel Forster, Owner &amp; Photographer, Creative Photography Wales</li></ul>



**SIGNED:**

Creative Photography Wales

**DATE: 20.12.2019**