

# Terms and Conditions – Manzac d'en Bas

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## Our Agreement

The terms "we", "us" and "our" refer to Ken Scott Photography / Touching the Light, operating under the brand name "Photov8" / "Photovate" / "Joy of Seeing"

The terms "you" and "your" refer to the person signing the booking form and to all members of your party including non-participating partners.

This agreement and your booking is for a course of tuition and coaching only. Accommodation is booked separately with Manzac d'en Bas and is subject to their Terms and Conditions.

Our agreement commences when a booking is made. Your contract with us is subject to the laws and jurisdiction of England and Wales. By booking with us you accept these terms and conditions on behalf of all members of your party. You also consent to our processing necessary personal information about you - (See our Privacy Policy).

## Making a Booking

A booking is made when your completed booking form accompanied by the specified deposit is received and accepted by us in writing. We reserve the right to decline without disclosure of reason any booking request made to us.

## Needs Disclosure

For your own safety and comfort, and for that of other guests we require that you disclose at the time of booking any special need such as a health condition, disability or dietary requirement that our workshop leaders and hosts should be aware of. Such details are material to the contract and we may seek clarification.

We will endeavour to make reasonable adjustments to accommodate your needs but should we feel for any reason that we are unable to do so we reserve the right to decline your booking request without discrimination or prejudice. We may request a surcharge to cover such adjustments and may seek to agree special conditions concerning care.

In all cases you (or you and your partner jointly) must be able to take full personal responsibility without placing any burden of care on our staff and without risk to your own safety or to the safety, enjoyment and convenience of our other guests.

## Non-participating Partners

We welcome non-participating partners on the workshop and excursions subject to availability and demand from participating photographers. You understand that we are unable to make adjustments to the photography programme to accommodate non-participants' needs and that, owing to the nature of the work, we may need to ask non-participants to exclude themselves from some activities.

## Deposit and Payment

The specified deposit is payable at the time of booking. Deposits are non-refundable except in certain conditions of change or cancellation instigated by us and detailed below.

The balance of the course fee must be paid no later than 8 weeks before departure unless we have notified you otherwise. Non-payment of the balance by the specified due date will be treated by us as a cancellation by you and cancellation charges will apply.

## Cancellation and Change

### If you Cancel

If you cancel your booking, you must do so in writing. We will accept notice of cancellation only from the person who signed the booking form. Cancellation charges will apply as follows:

- More than 56 days before commencement – we retain your deposit.
- 29–56 days before commencement – 60% of the course fee agreed with you at booking.
- 1–28 days before commencement – 100% of the course fee agreed with you at booking.

We may, at our discretion and with the permission of our hosts, allow you to transfer your booking to a named substitute provided you notify us no later than 14 days before commencement and subject to your substitute(s) making a booking and to our acceptance of their booking on the same terms. You and your substitute will be jointly and severally liable for all monies due.

We cannot guarantee to provide accommodation for your substitute other than that which you have booked.

Should we for any reason be unable accept a substitute booking then cancellation charges will apply to you.

### **Change to your Requirements**

Special Needs: Should your declared special needs or health circumstances change after booking such that you would have declared it had it pertained at the time of booking, then you must advise us immediately.

Any changes to your accommodation or dietary needs must be advised immediately to our hosts at Manzac d'en Bas. We cannot guarantee that our hosts will be able to grant your request for change.

Should you decide to cancel as a result of your change not being accommodated then cancellation charges will apply to your course fee. However we may entirely at our discretion be able on request to defer your booking to a subsequent workshop.

### **If we Cancel or make Significant Change**

In the unlikely event of our making a significant change to your workshop arrangements prior to travel, we will advise you as soon as is practically possible. If such change makes it impossible to run the workshop we have offered, we may have to cancel. Significant change includes:

- change of dates
- unavailability or substitution of tutor
- unavailability of host accommodation
- price surcharge in excess of 10%

In all such circumstances, you will be entitled a) accept the rearrangements, b) to cancel your booking within 7 days of notification and be entitled to a full refund, or c) to credit your monies to a booking on a later workshop.

You may also be entitled to compensation, except where

- the minimum number of participants required to run a workshop has not been reached, provided we have advised you at least 28 days before commencement, or
- the change or cancellation is enforced on us by circumstances beyond our control, which in themselves or in their consequences were unforeseeable or unavoidable even if all due care had been exercised - such circumstances include war, civil unrest, disaster, weather and any other situation for which the government may advise not to travel.

Any compensation is limited to one payment for each full paying adult in the booking according to the following scale:

- more than 56 days before departure – £0
- 29–56 days before departure – £10
- 15–28 days before departure – £20
- 0-14 days before departure – £30

**Minor change** is not reason for entitlement to refund or compensation in whole or in part. Nevertheless out of courtesy we will inform you as soon as we become aware of any such change. Minor change includes:

- change of room configuration e.g. double to twin or en-suite to shared bathrooms
- flexibility in itinerary / suggested activities
- availability or unavailability of some facilities not essential to the workshop activity (e.g. swimming pool or WiFi)

### Change to Workshop Services

Our published itineraries are provided as samples only. Activities are designed to contribute to the overall aims of the workshop, and may be subject to change, for individuals and/or the group as a whole, according to the professional judgement of the workshop leader. All coaching and tuition CAN take place at our base and excursions are optional entirely at your discretion. We will suggest excursion locations in response to weather, local conditions and availability of access, and to the group's wishes.

### If Prices Change

Our costs in arranging workshops in Europe may be subject to variations due to, among other factors, locally imposed charges or adverse currency exchange rates.

We reserve the right to impose a surcharge post contract, but we will not do so

- after you have paid the course fee in full
- where the surcharge would amount to less than 2% of the agreed workshop price

Any surcharge in excess of 10% of the course will be treated as a significant change.

## Your Warranties and Responsibilities

### Information

You warrant that all details provided to us are complete and correct at the time of booking. It is your responsibility to bring to our attention any subsequent changes, errors and discrepancies immediately and prior to arrival.

We reserve the right to ask you (and your party) to leave the workshop immediately and without recourse to compensation or refund if in our sole judgement you are responsible for a material breach or non-disclosure of information that might have affected our acceptance of your booking had it been disclosed.

### Personal Insurances

It is a condition of booking that everyone in your party is fully insured for travel to the intended destination for the duration of the workshop. Your insurance must cover all normal travel risks, including cancellation, failure of or delay in transportation, medical expenses and repatriation in the event of accident or illness, public liability, legal expenses, personal effects and money.

You are advised to affect your travel insurance at the time of booking.

You are advised to carry a valid EHIC Card for travel within the European Economic Area (EEA) and inform yourself of health requirements both for your individual needs and for the intended destination – <http://www.nhs.uk/NHSEngland/Healthcareabroad/countryguide/Pages/EEACountries.aspx>

You are advised to effect adequate insurance for all of your photographic and computer equipment, cover for which is usually limited on standard travel policies.

### Travel and Immigration

It is your responsibility to fulfil the passport, visa and other immigration requirements applicable for your intended workshop destination. You should also refer to any travel advice posted by the Foreign and Commonwealth Office at <http://www.fco.gov.uk/> for all the countries you intend to visit.

### Your Acceptance of Risk

Notwithstanding our legal obligations, you warrant that you take accommodation with us and participate in all workshop activities and excursions voluntarily and entirely at your own risk.

### Loss or Damage to Property

You agree to report to our staff any loss or damage to property not belonging to you, however small, and to indemnify the owner of that property for its repair or replacement.

### Personal Responsibility

You warrant that you are personally, wholly and solely responsible for yourself and your actions during the workshop and that you will take all reasonable precautions to safeguard yourself, your property, our staff and suppliers, other participants, third parties and their property from exposure to risk, actual harm, burden of care, loss of enjoyment or wellbeing.

You agree to respect our Code of Conduct and the decisions of our workshop leader at all times.

We reserve the right to ask you (and your party) to leave the workshop immediately and without recourse to compensation or refund if in our sole judgement you are responsible for a material breach or neglect of this Personal Responsibility warranty.

## **Our Liabilities**

### **Duty of Care**

Our duty of care to you begins with your arrival at our accommodation on the workshop start date and ends with your leaving on the workshop end date. Its scope is limited to the direct actions or omissions of our staff and contracted suppliers, provided that they are working within their remit.

### **Risk Assessment**

We strive to ensure that the arrangements we make for your workshop are satisfactory and safe by carrying out a comprehensive risk assessment of our accommodation and activities. The scope and nature of all activities will be made available to you so that you may make an informed decision to participate or not.

### **Disclaimers**

We cannot accept liability for any injury, loss or damage to personal property or for our failure to deliver services arising out of any action or event, which, in itself or in its consequences, was unforeseeable or unavoidable even if all due care had been exercised, or which was attributable to a deliberate or negligent act or omission by yourself or by a third party unconnected with the provision of our services.

We cannot accept liability for any consequences of your late or non-arrival at the workshop or on your homeward journey caused by but not limited to flight delays and cancellations, delays or detentions at immigration or customs, road or rail transport failure or delay, weather conditions, industrial action, civil unrest or the actions of local authorities.

### **Complaints**

We value feedback from all our clients so that we can improve what we offer to you. If you have any complaint about any aspect of the workshop, you should make it known as soon as possible to your workshop leader or host. If it is still unresolved at the end of your workshop you must notify us in writing within 7 days of your return when we will do our best to resolve it.

### **Information**

All information on our website and printed material is correct at the time of writing and may be subject to change at any time prior to contract. Full information about each workshop will be provided at the time of booking.

Terms and Conditions are subject to change at any time and without notice. Those Terms and Conditions current at the time of booking apply unless we advise you in writing of the changes.

This version of the Terms and Conditions is V1.4 dated February 2015 and takes precedence over any online version of the same number in the event of discrepancy between the two.