



## TERMS AND CONDITIONS

Terms and conditions are for Nigel Millard Studio operating Surf and Turf Photography Workshops

### DEFINITIONS

For the purpose of these terms and conditions and without prejudice:

'The Client' means the person / persons who engages the professional services of the photographer including their assignees.

'The Photographer' shall mean Nigel Millard Studio / Surf and Turf Photography Workshops.

'The Workshop' means the event or occasion selected and agreed between photographer and client

### BOOKING & PAYMENT

Full payment is required on booking.

There is a 25% non-refundable booking fee.

A completed and signed Registration Form is required on booking.

Prices and duration of workshops are subject to change without notice.

Confirmation of The Clients booking will be made in writing by The Photographer.

This may be communicated by post, email or other electronic medium and will confirm the main package details, date, venue and anticipated minimum attendees and agreed price.

Without confirmation The Client cannot assume the booking is complete or that any obligations exist between The Photographer and The Client whether in accordance with these terms and conditions or otherwise.

### GIFT VOUCHERS

Gift Vouchers may only be used against Surf and Turf Photography Workshops

No change is given

Gift Vouchers cannot be replaced if stolen

Gift vouchers are valid for 12 months after date of purchase

### CANCELLATIONS

There is a 25% non-refundable deposit (unless workshop cancelled by The Photographer)

In the event that the workshop has to be cancelled by The Client within 14 days of the workshop date, the refund will be a maximum of 75% of the fee paid.

In the event that the workshop has to be cancelled by The Client (including no-shows) within 7 days of the workshop date, there will be 0% refund of the fee paid.

The Photographer reserves the right to cancel a workshop 7 days prior to start date. In the event that the workshop has to be cancelled by The Photographer, we will attempt to re-schedule the workshop. If re-scheduling is not possible, The Photographer will refund 100% of the fee paid

### CLIENT FITNESS

Clients must assess their own suitability, in terms of fitness and stamina for the workshop that they join.

You must notify us of any medical condition that we should know about. We assume no liability regarding provision of medical care.

All information is completely confidential.

### CLIENT CONFIDENTIALITY

The photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence for the purposes of the workshop. save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the event booked.

We reserve the right to take photographic or video records of any workshop and may use any such records for promotional and/or commercial purposes.

### LIABILITY FOR INJURY

We aim to provide every participant with a safe, educational and enjoyable experience during the workshops. As there are always certain risks and dangers associated with location photography and the outdoors, we accept no responsibility for any form of loss or additional expenses associated with workshop participation.

The photographer shall not be liable for the death, personal injury or other losses sustained by The Client, or others involved in the event/booking save where such liability is preserved by Act of Parliament.

The Photographer shall not be liable for the environmental and physical characteristics of the venue or hazards and risks willingly assumed by The Client.

The photographer will not knowingly or recklessly expose The Client to any hazards not ordinarily associated with the venue or hazards and risks willingly assumed by The Client

### INSURANCE

The photographer provides his own Public Liability Insurance

All Commercially Licensed boats / vessels used during our Workshops are Commercially Coded and carry full Liability Insurances.

Copies of Insurance can be provided on request.

The Client(s) are hereby advised and acknowledge purchasing Insurance Policies to cover any Personal Camera Equipment, Travel Expenses and Personal Insurance.

### APPLICABLE LAW

The laws of England and Wales shall govern this agreement.

### VARIATION

These terms and conditions shall not be varied except by agreement in writing.