

TERMS AND CONDITIONS FOR WORKSHOPS PROVIDED BY JONATHAN GENEVAUX PHOTOGRAPHY LTD

1. Bookings

1.1 These terms and conditions apply to all participants of courses, workshops, private tuition and photographic tours (herein: “workshop”)

1.2 The terms and conditions below form part of the contract between us (“our”, “Jonathan Genevoux Photography Ltd, “we”, “I”, “me”) and you (“participant”, “customer”, “you”) and are the basis on which any disagreement will be considered.

1.3 Workshops are intended to be a fun, interactive and enjoyable experience, and these terms and conditions are set out to ensure all parties are aware of their responsibilities, allowing everyone to focus on travel and learning.

1.4 By booking a workshop with us, you are acknowledging and agreeing to the terms and conditions set out below.

1.5 By booking and attending a workshop, participants are confirming that they have read the associated workshop description, content, prerequisites and physical requirements and meet all of these as set out on the tour itinerary.

2. Description of Services

2.1 Our workshops are intended to be an interactive experience where participants are provided with locations, advice and training by a professional photographer with the intention of improving their photographic abilities.

2.2 Our intention is to improve your level of photography during the workshop and for this reason, participants may be provided with a simple questionnaire to be returned prior to the start of the workshop in order to better understand everyone’s level and ensure your learning objectives are best met.

2.4 Due to the variable nature of weather, locations, and access, it is not possible to guarantee any particular photographic result or output from a workshop, but every effort will be made to ensure the best possible outcome from each available day.

3. Fitness and Suitability

3.1 Our workshops are designed to be suitable for participants with a good level of physical fitness, unless otherwise stated in the workshop itinerary. As standard, it is assumed that participants are able to walk a minimum of 2 miles (3 kilometres) and spend an average of 4-5 hours per day walking and standing outside during photographic opportunities.

3.2 Each participant is expected, and required, to carry any and all equipment they choose to bring to each location.

3.3 Where specific strenuous activity is expected (such as steep hikes), these will be highlighted in the workshop description.

3.4 Where a participant is unable to, or chooses not to, continue with any physical part of the workshop, steps will be taken to provide either an alternative location to shoot or a safe environment to rest during that portion of the planned itinerary, when this is possible. Depending on the itinerary, this might include waiting in the vehicle until the group returns from the location.

3.5 By booking onto a workshop you are confirming that you are over the age of 18 and legally responsible for your own actions.

Jonathan Genevoux Photography Ltd

Registered in England and Wales –

Company number: 15364345

2 Merioneth street, BS345L, Bristol, United Kingdom

contact@jonathangenevoux.com - +44(0)7831373846 - www.jonathangenevoux.com

3.6 No refund will be given for any unused part of the tour which continues without you through your choice, or for medical or fitness reasons.

3.7 You agree to inform us, prior to booking, of any physical or mental impairment that may restrict your ability to participate fully in any workshop activity.

3.8 Where possible, at our discretion, and with advance notice prior to booking, we will attempt to accommodate certain conditions and impairments through itinerary modifications where they will not present a safety issue, while still allowing for a complete workshop experience.

4. Insurance and Documentation

4.1 It is your responsibility to ensure you have all necessary travel documents, visas, permits and full insurance (for both equipment as well as medical/travel issues) before the start of the workshop itself.

4.2 Should a participant be unable to enter a destination country for reasons relating to the issuance of visas, denial of entry, health, past immigration history, or any other reasons, no refunds will be made.

5. Medical

5.1 Participants must be in good health before the beginning of any workshop.

5.2 Prior to making a booking, participants are required to inform us of any relevant medical conditions that could have an impact on their ability to participate fully and/or could present a risk to anyone's safety for the duration of the workshop.

5.3 We are not able to guarantee control of the environments we operate our workshops in, which are often in remote locations, therefore if you have any life-threatening conditions or allergies, it is recommended that you do not book a workshop.

5.4 You, as a workshop participant, understand that we are not medical personnel and have no expertise as medical doctors for the purposes of treatment and emergency care.

5.5 A first aid kit for basic/minor injuries is carried by the workshop leader at all times, as well as in overnight accommodation, and will be provided at your own risk to provide immediate treatment where appropriate until trained medical personnel can be in attendance.

5.6 You are responsible for ensuring you have brought any prescribed medications or medical devices to the workshop location and are able to self-administer such items.

5.7 Should you arrive to your workshop with a contagious infection, respiratory virus, or communicable disease, we reserve the right to suspend or terminate the workshop at our discretion without reimbursement.

5.8 Prior to booking, we suggest contacting your physician or doctor if you have any concerns about your ability to attend.

6. Group Size

6.1 Each workshop is specifically designed around a pre-agreed number (or range) of participants which will be mentioned on the workshop itinerary.

6.2 The minimum group size is the smallest number of participants that need to book the workshop to confirm the workshop. The maximum group size is the largest number of participants that will be accommodated on the workshop to learn together.

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7. Fees and Payments

7.1 All bookings are made with two elements which make up the Full Payment Amount

7.1.1 A non-refundable deposit to secure the booking (Stage 1).

7.1.3 Payment for the remaining balance of the total workshop price (Stage 2)

7.2 Your place is secured once you have made a deposit payment and received your order confirmation (usually within 48 hours of booking).

7.3 The balance payment can be made at any time, including as one full payment at the time of booking, but must be made at least 90 days prior to the start date of the workshop.

7.4 Failure to make the balance payment prior to 90 days before the workshop start date will forfeit your booking and you will lose your deposit amount that has already been paid.

8. Cancellation policy

8.1 Cancellation by you:

8.1.1 We understand that, from time to time, issues outside of your control can mean a change of plan. Due to the complex nature of booking workshops, accommodation, and transport, we will provide reasonable reimbursement of any money paid based on the date you inform us of your request to cancel:

8.1.1.1 90 days or more before the start of the workshop:

- Loss of deposit amount only.
- Refund of the balance (total costs minus deposit) if it has already been paid by the participant.
- If your place is subsequently filled, we might offer to transfer the deposit towards any other available workshop within the subsequent 12 months (if any are still available). In this case an administration fee of 100 GBP (120 EUR) will apply.

8.1.1.2 Less than 90 days before the start of the workshop:

- No refund. Loss of the full amount.
- A transfer of the full amount to another workshop in the next 12 months might be possible should we (or you) find someone to fill the space. Any price difference will be charged to you, and an administration fee of 100 GBP (120 EUR) will apply.

8.1.2 Please note that if you cancel a workshop and depending on the availability of future workshops (or for any other reasons), we might not be able to offer to transfer the deposit or the full cost of the workshop to another workshop even if someone has booked and filled your space. But we will always try our best to find an alternative solution with you.

8.1.3 If you believe you may need to cancel, please contact us as soon as possible as it is easier to look at options earlier rather than later.

8.1.4 It might be possible for a booking to be transferred to another person, subject to the provisions in clauses 7 and 8.1 and an administration fee of 100 GBP (120 EUR).

8.2 Cancellations by us

8.2.1 We reserve the right to cancel any workshop at any time prior to the start date if there are not enough participants to make it economically viable; and/or due to factors beyond our reasonable control or unforeseen circumstances including but not limited to any personal injury/illness of the tutor or members of the leadership group.

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8.2.2 In the event of cancellation by us, the following options will be presented to you as our customer:

8.2.2.1 Full refund of the price of the workshop.

8.2.2.2 Transfer of the amount paid to an equivalent workshop in the future (if any available). If the new workshop is more expensive, you will need to pay the price difference to book the workshop.

8.2.3 No fees will be charged on any of the above scenarios in clause 8.2.2.

8.2.4 We reserve the right to cancel any workshop for any reason, and will provide the earliest possible indication if and when this may occur. Once cancelled, any refund provided (or value transferred to an alternative future workshop) is the limit of our liability to you as a customer.

8.2.5 We are not responsible for any expenses, consequential losses or damages which may occur due to cancellation by us, including any travel costs that you might already have arranged.

8.3 No-shows

8.3.1 Unless agreed with us in advance, if you fail to arrive for a workshop at the agreed start time, this will be considered a No-Show and result in the cancellation of the workshop and loss of the full payment amount.

8.3.2 Where we are able to accommodate a delay to your arrival at the beginning of the workshop, this will be completed subject to clauses 10.5 and 10.6.

9. Early drop offs

9.1 If you decide for any reason to not stay on the workshop until the end of the itinerary (final location), including if you decide to carry on travelling from the last accommodation rather than coming back, we will consider that you have left the workshop and we will not be liable for any of your travel arrangements.

10. Transportation

10.1 You are responsible for the costs associated with arriving at the initial meeting point as agreed with us, as well as your return from the agreed final location.

10.2 From the initial meeting point, until the final drop-off point of the itinerary, we are responsible for all transportation associated with the workshop, but not for any other transport that you decide to arrange on your own.

10.3 Transportation will be provided in the form of multi seats vehicles with sufficient space for each participant to bring 1 cabin size suitcase and 1 carry-on bag with them for the duration of the workshop.

10.4 A member of the tutor/leadership group will be responsible for all driving activities throughout the workshop and/or allocating a suitable driver.

10.5 Failure to arrive on-time at the agreed initial meeting point will result in the loss of such time from the workshop's overall itinerary. In the event of such failure, you will be responsible for making your own arrangements to catch up with the workshop and you will be responsible for any costs incurred including any accommodation, food, and transport costs.

For this reason, we recommend ensuring your travel arrangements have sufficient time to allow for delays and interruptions prior to arrival.

10.6 It may be possible to intercept the workshop at a later point in the itinerary, but this will be performed at our discretion, following a discussion with you when and where possible. If the leader has to arrange a new location or

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time to pick you up, a charge for reasonable expenses to cover any required accommodation, extra mileage, or any other costs to bring the itinerary back on track will be billed for immediate payment.

10.7 On completion of the workshop itinerary, you may leave the location using your own transportation, or continue on with further accommodation/travel at your own expense.

11. Accommodation

11.1 Where included in your workshop itinerary, appropriate accommodation will be provided by us, subject to the accommodation service provider's own terms and conditions.

11.2 By utilising the accommodation booked by us, you agree to abide by and accept the service provider's terms and conditions independently of your contract with us.

11.3 All accommodation (where provided) will be of a suitable and safe standard, with clean living areas and onsite facilities.

11.4 Workshop pricing where accommodation is included is based on a single traveller on a single booking being provided with a twin occupancy. Private rooms may be available at a supplementary rate payable, as indicated at booking.

11.5 Should any workshop participant require an earlier check-in or late check-out for personal reasons which is not already included in the agreed itinerary, subject to availability, such extra amounts as charged by the accommodation provider will be billed for immediate payment.

12. Additional expenses, food and drinks

12.1 Additional expenses not mentioned as included in the workshop itinerary such as (but not limited to) mini-bar use, spa services, telephone calls, laundry and other items not listed in the workshop itinerary, or these terms and conditions shall be paid by the participant directly to the service provider. If we need to pay on your behalf for any reason, a 30% administration fee will be added to the total amount owed to cover the costs of handling this payment for you.

12.2 All participants are responsible for ensuring they inform us of any dietary requirements prior to, and throughout, the workshop.

12.3 You understand that due to the nature and locations of our workshops, while every effort will be made to accommodate food preferences and dietary requirements, this may not always be possible to achieve to our usual high standard in every location.

12.4 You understand that only the meals mentioned as included in the workshop itinerary will be paid by us, and that any other meal, food, drinks, snacks or anything else that you (or someone else order on your behalf) will be your financial responsibility.

12.5 Drinking water and a sample of energy snacks might be provided by us when possible, throughout the workshop for the purposes of staying hydrated and fuelled when on long shoots, but should not be relied upon as a source of sustenance. However, you are solely responsible for ensuring that you have sufficient drinking water (or any other drink) and snacks for each day of travelling.

12.6 Any items of a personal nature, unless specified, are not included within the cost of the workshop and should be purchased by the individual where required. Participants wishing to buy souvenirs or additional items during a workshop must make provisions to bring their own form of payment with them for such purchases.

13. Equipment and belongings

13.1 You will receive a detailed list of required, recommended and suggested equipment after booking.

13.2 You are responsible for making sure you have all required equipment and that it is suitably insured at all times.

13.3 We do not take any responsibility for items lost, damaged or stolen during the workshop and it is essential that you take care of your belongings as well as having suitable insurance for all scenarios.

13.4 Failure to bring working camera equipment (as listed under "required") will mean you are not able to take part in the practical elements of the workshop. In such cases, we will attempt to provide non-practical experience that is relevant to you and/or assist you in finding an alternative hire/rental solution at your cost.

13.5.2 The participant will need to provide their own accessories such as tripods and filters if appropriate, although spares may be available.

13.5.4 It is strongly recommended that participants bring their own backup camera in case of such unexpected failure.

14. Insurance

14.1 It is a condition of booking a workshop that you will hold the appropriate level of travel insurance (including trip cancellation, delay and baggage loss), medical insurance and personal property insurance for the duration of your time with us.

14.2 Proof of insurance, covering any existing medical conditions, will be required from all customers prior to the start of the workshop.

14.3 Where a participant is not suitably insured, we reserve the right to refuse attendance with no refund.

14.4 We accept no liability for loss or damage to photographic equipment or personal belongings while attending a workshop.

15. Weather and Force Majeure

15.1 From time to time, bad or severe weather and issues outside of our control may have an effect on our ability to perform the workshop as described when you make your booking. In such cases, we will take reasonable steps to find alternative arrangements which will continue to offer photographic learning, but this cannot be guaranteed.

15.2 We are not liable for any damages, losses or expenses arising from whatever cause including those resulting from acts of God, terrorism, detention, weather, strikes, civil disturbance, criminal activity, disease outbreaks, government interference, border closures or any other situation outside of our reasonable control.

16. Release and permission to use your image

16.1 By attending our workshop, you understand that we might be taking photos and videos of the participants for the purposes of promotion, advertising, portfolio display, and any other lawful purposes related to the business.

16.2 By attending our workshop, you grant Jonathan Genevau Photography Ltd, its legal representatives, and assigns, the irrevocable right and permission to use your likeness, image, voice, and appearance in all forms and media, including but not limited to photographs, audio recordings, and videos, for the purposes cited in article 16.1.

16.3 You understand and agree that your image may be edited, altered, or modified in any way deemed appropriate by Jonathan Genevau Photography Ltd. You hereby waive any right to inspect or approve the final use of your likeness or any works that may incorporate it.

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16.4 You release Jonathan Genevoux Photography Ltd, its legal representatives, and assigns from any claims or liabilities arising out of the use or publication of your likeness, image, voice, or appearance, including but not limited to claims for defamation, invasion of privacy, or infringement of moral rights.

16.5 You understand and agree that other participants of the workshop might share photos or videos of the workshop and its participants and that Jonathan Genevoux Photography Ltd has no responsibility over this content.

17. Safety & Behaviour

17.1 We will make every reasonable effort to ensure the safety of all participants at all times and will try our best to highlight any hazards that we assess as posing any risk to you during the workshop.

17.2 You are solely responsible, however, for your own health as well as your personal safety at all times.

17.3 By attending our workshop, you understand that workshops are conducted in outdoor environments and that your photography equipment and you may be exposed to dangers and hazards, both natural and man-made, including, but not limited to, the following:

- a. traversing uneven ground, with or without photographic equipment in order to access off-road sites;
- b. natural hazards, such as, but not limited to, steep cliffs, mountainous terrain, hazardous footing, wetlands, busy roadways and/or dimly lit building interiors and exteriors;
- c. transportation to and from locations, including, but not limited to, on very remote roads and tracks.

17.4 By attending our workshop, you further understand that workshop activities involve risks and dangers of serious bodily injury (including illness, permanent disability, paralysis and death), as well as risks and dangers to photography equipment or personal property (including theft, loss or damage). These risks and dangers may be caused by your own actions or inactions, the actions or inactions of others participating in the workshop, the condition in which the workshop takes place, or the negligent instruction and/or supervision by any of the persons involved in the workshop on behalf of Jonathan Genevoux Photography Ltd.

17.5 There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.

17.6 By booking and attending our workshop, you fully accept and assume all such risks and all responsibility for losses, costs, and damages you incur as a result of your participation in the workshop.

17.7 We accept no responsibility for your actions or omissions whilst engaged as a participant on our workshop. This includes (but is not limited to) all financial consequences (such as emergency treatment and care, recovery, loss or damage to equipment and future income) sustained as a result of any incident or injury which occurred during the workshop.

17.8 During your workshop, you are required to demonstrate polite behaviour, good manners and observance of local customs at all times as we operate in multi-cultural destinations around the world.

17.9 Any examples of racist, sexist, derogatory, homophobic or otherwise unacceptable behaviour will not be tolerated at any point during your workshop and may result in the suspension or termination of your workshop at our discretion without reimbursement.

18. Tutor Substitution

18.1 It may be necessary due to personal and/or health issues to substitute a tutor or member of the workshop leadership team.

18.2 Where this is required, the replacement member of our team will have the equivalent experience, knowledge and suitable personality to ensure the workshop continues as planned and meets its original objectives.

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19. Itinerary Changes

19.1 The itinerary featured within the workshop itinerary should be read as an intention of route, rather than a contractual obligation to visit each location. This is to ensure that we maximise photography opportunities as well as the safety of the participants.

19.2 It may be necessary, from time to time, to make amendments to the intended itinerary due to weather, transportation issues or other factors which can occur with little or no notice.

19.3 We reserve the right to change the itinerary of the workshop prior to, as well as during, the workshop itself at our own discretion.

19.4 Where we believe the continuation of the workshop is dangerous or may put people at risk, we reserve the right to offer alternative activities such as photographic editing instruction.

20. Privacy and Data Protection

20.1 Your privacy and the protection of your data is important to us.

20.2 In order to confirm your booking and provide you with appropriate services during your chosen workshop, we need to collect certain personal information.

20.3 We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organisation, other than as necessary to fulfil your request, and you agree to us sharing any personal information which is necessary to confirm our arrangements (in the case of accommodation and transport) to our selected providers and third parties.

20.4 All information provided to us will otherwise be kept confidential and will never be sold to any other party. Our systems are secured to prevent the loss of such confidential information.

20.5 Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

20.6 Your Access to and Control Over Information:

20.6.1 You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

20.6.1.1 See what data we have about you, if any.

20.6.1.2 Change/correct any data we have about you.

20.6.1.3 Have us delete any data we have about you.

20.6.1.4 Express any concern you have about our use of your data.

20.7 Security:

20.7.1 We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

21. Liability

21.1 You agree that we, along with any affiliated suppliers, hold no liability whatsoever for any injury, damage, loss, accident, delay, or any other incident which may be caused by (but not limited to) weather, force majeure, illness, strikes or other labour activities, overbooking or downgrading of services, supplier bankruptcy or insolvency,

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mechanical failure of transportation or for failure of any transportation to arrive or depart on time, negligence, defect, default of any company or person in performing these services.

21.2 In consideration of the benefits you receive from us through the provision of our services, you (and your personal representatives, heirs, agents and assigns and next of kin) fully release us from all such liabilities or claims, and discharge in advance Jonathan Genevaux Photography Ltd and its owners, employees, instructors, agents, representatives and assigns from any and all liability, claims, demands, losses or damages on your account caused or alleged to be caused in whole or in part by our negligence and/or carelessness.

21.3 You further agree that if, despite this release, you, or anyone on your behalf, makes a claim against Jonathan Genevaux Photography Ltd, its owners, employees, instructors, agents, representatives, you will indemnify, save and hold harmless each of them, from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of any such claim.

22. Complaints Procedure

22.1 In the case of any complaints or feedback, you must notify us of any issues at the earliest opportunity in writing via email to contact@jonathangenevaux.com

22.2 In the first instance, we will attempt to resolve your issue within 14 days with an outcome that allows both parties to find agreement.

22.3 If it is not possible to find a suitable outcome or agreement to your complaint, or if you remain unsatisfied, you must notify us again in writing within 7 days of our communication of such suggested outcome by us.

22.4 At our discretion, we may involve the use of an independent third party to come to a settlement where you remain unsatisfied with our proposal.

22.5 For the avoidance of doubt, where any issue is covered within these terms and conditions, the agreed outcome as described within such term will prevail.

23. Legal Jurisdiction and Acceptance

23.1 These terms and conditions, as well as any implied non-contractual elements, shall be governed by and interpreted in accordance with the laws of England. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims).

23.2 By making a booking with us, you agree to abide by, and accept, these terms and conditions without exception.

23.3 By making a booking with us, you understand that the translation of these terms and conditions in any other language than English is only for informative purposes of the participants, but that ultimately the binding Terms of Conditions between you and us is the documents written in English.

23.4 These Terms & Conditions were last updated on 3rd of April 2024.

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