

ShutterBugs Photography Workshops and Holidays

TERMS AND CONDITIONS (updated March 2025)

1. DEFINITIONS

1.1 "Workshop", "Course" or "Holiday" means the service provided by Graham Parish at ShutterBugs to the Client as purchased by the Client and as advertised on www.shutter-bugs.co.uk in accordance with subsections 1.3 and 1.4.

1.2 "Client" means any customer, whether they be a person or a business placing an order with ShutterBugs or on behalf of whom an order has been placed.

1.3 "Booking" means the completed process through which 1) the Client duly fills a registration form/booking form whether online or paper, 2) sends required payment to ShutterBugs, 3) receives confirmation that their request is taken into consideration, 4) receives further confirmation via email to the address as given in the booking form that their booking is complete on the dates, times and places stated in the said confirmation.

1.4 "Order" means the act of filling the online or paper registration form/ booking form and sending it to ShutterBugs along with the required payment.

1.5 "Force majeure" means any unusual and/or unforeseeable circumstances beyond the control of ShutterBugs such as war or the threat of war, riots, terrorist activity, civil strife, industrial disputes, natural or nuclear disaster, fire, flood, adverse weather or any other unforeseen circumstances.

2. APPLICATION OF THE TERMS AND CONDITIONS

2.1 These terms and conditions shall apply to all sales of photography workshops, courses and holidays by ShutterBugs to the Client with the exclusion of any other terms and conditions except those in accordance with subsection 2.3. There are no promises, obligations, oral or written, expressed or implied, other than those contained herein.

2.2 By sending their booking form, the Client shall be bound by these terms and conditions.

2.3 Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless confirmed in writing by ShutterBugs.

2.4 All bookings for workshops, courses or holidays shall be deemed to be an offer by the Client to purchase services in accordance to these terms and conditions.

3. BOOKINGS AND PAYMENTS

3.1 Workshops and courses should be paid online in full at the time of booking. With a holiday a non-refundable 50% deposit of the full amount of holiday description is required at the time of booking and must be sent to ShutterBugs with the duly completed booking form. The balance of a holiday should be paid in full at least 8 weeks before the holiday commences.

3.2 Receipt of a deposit does not imply acceptance of the booking. A confirmation of ShutterBugs's acceptance of the Client's booking will be sent in writing/by email and it is only at this time only that a contract comes into existence between ShutterBugs and the Client.

3.3 The balance on the cost of the holiday will be due 8 weeks before the holiday starts. If full payment is not received by the specified dates ShutterBugs reserves the right to treat the booking as cancelled and retain the deposit.

If a booking is made less than 8 weeks prior to the departure date, the full cost of the holiday is payable at the time of booking.

4. CANCELLATION AND AMENDMENTS

4.1 Any cancellation by the Client must be made in writing/by email. The date on which the letter/email is received by ShutterBugs will determine the cancellation charges that are applicable. These charges are expressed as a percentage of the total workshop price and are as follows: More than 56 days before departure: Loss of deposit; 56-42 days before departure 50%; 41-15 days before departure 75%, 14 days or less before departure 100%.

4.2 ShutterBugs reserves the right to cancel any workshop. Should an alteration or cancellation become necessary, except in the case of force majeure, the Client will have the choice of accepting the change, taking an alternative workshop (of identical or lesser value, the difference in price being refunded in the latter case), or withdrawing from the contract and accepting a refund of all monies paid to ShutterBugs. ShutterBugs will endeavour to give reasonable notice unless the operation of the holiday is affected by circumstances beyond their control

4.3 ShutterBugs reserves the right to alter any of the prices, services or other particulars of a workshop before entering into a contract with the Client. In exceptional circumstances like the sudden rise of prices ShutterBugs may ask for a supplement to offset these costs. The Client shall receive appropriate notification of any such alteration before entering into the contract unless circumstances dictate that this is not possible. ShutterBugs will endeavour to provide appropriate notice determined by the exceptional circumstances.

4.4 In the event of force majeure, occurring whether before departure or during the workshop, no refund shall be payable to the Client.

4.5 Any requirement of a minimum number of participants to a workshop shall be specified in the workshop description, whether online or on a brochure. Such specification is binding to the Client. Shall the minimum number of participants not be met, ShutterBugs reserves the right to alter or cancel the workshop, in the same conditions as provided for in Section 4.2.

4.6 If there is a possibility that return travel is not possible by the operator ShutterBugs reserved the right to cancel or postpone the Holiday. ShutterBugs will endeavour to give reasonable notice unless return travel is in jeopardy at the last minute before departure.

5. LIABILITY

ShutterBugs aims to provide a safe, educational, and enjoyable experience in all of his workshops.

5.1 ShutterBugs assumes no liability for any act, error, omission, injury, loss, delay, mishap, or damage to persons or property arising from any cause during the course of a workshop or in transit thereto, except when this arises from his own negligence.

5.2 By booking with ShutterBugs, the Client acknowledges that there is always an element of risk in any outdoor workshop. Participants must be physically fit and capable of participating in the said workshops, and are fully and completely aware of any associated risks created by field locations, uneven ground and weather.

5.3 By booking with ShutterBugs, the Client acknowledges that they have read the above information concerning responsibility as well as the workshop specifications (including fitness specifications) and release ShutterBugs from any liability. ShutterBugs will assume no liability for injury, illness, or loss of personal property or expenses thereof associated with his workshops.

6. TRAVEL

6.1 The Client shall ensure that they arrive on time at the specified airport/port for departure. ShutterBugs cannot be held liable for lack of punctuality, delayed or cancelled flights for any reason, or any problem in transit. The workshop commences upon departure with ShutterBugs from the specified and agreed airport/port.

6.2 ShutterBugs does not accept liability for any loss or additional expense caused by delay or interruption to travel services and flights for any reason other than his own negligence. Such losses or additional expenses shall be the responsibility of the Client.

6.3 Transfers to and from airports and hotels are only included in the price when connected to flights as specified by ShutterBugs and where indicated on the itinerary. The participant will be liable for transfers relating to unspecified flights.

6.4 It is the Client's responsibility to ensure they are in possession of a current valid passport (which is not within the expiry limits of the country visited) and have the correct visa (if applicable) for entry into the countries specified in the workshop description.

7. INSURANCE

7.1 Travel, personal and equipment insurance is not provided by ShutterBugs and must be arranged by the participant. It is the responsibility of the participant to ensure that they have the appropriate type and amount of cover. ShutterBugs does not provide medically trained personnel on any of its workshops

7.2 It is strongly advised that the Client obtain a Global Health Insurance Card for use in the EU and any other countries visited during a ShutterBugs holiday

7.3 The Client must ensure that they have adequate travel and personal insurance in place before the start of the holiday and that it covers any country or countries visited during the ShutterBugs Holiday. We will require this information at the time of booking.

7.4 Any items of equipment (photographic or otherwise) loaned by ShutterBugs (or any co-leader) to the participant during the course of the workshop, will be the personal responsibility of the Client. Any loss or damage must be paid for by the Client.

8. DISPUTE SETTLEMENT AND MEDIATION

8.1 Any perceived failure in the performance of this contract must be communicated to ShutterBugs (or any co-leader) on the spot to give both parties the opportunity to achieve a satisfactory solution. Should this not be possible, any concerns should be made known in writing within 28 days of completion of the workshop.

8.2 The Agreement is governed by, and shall be construed in accordance with, European Law and all proceedings shall be within the exclusive domain of the European legal system, except where Sections 8.3 and 8.4 is applicable.

8.3 Before submitting their dispute to a Court of Law, the Parties may agree to appoint a mediator, as indicated hereafter, to help them find a solution to their dispute.

8.4 The party wishing first to resort to mediation shall give notice to the other party by registered mail, return receipt requested, stating the issue of the dispute and its intention to have the matter mediated. The parties shall agree on the name of a mediator within one month.

Within one month of its designation, the mediator will have to render an advice which will not be binding upon the parties. This advice shall not be used in further procedures and the documents produced before the mediator together with the advice of the mediator are strictly confidential. The mediator shall not testify or be examined in any way in further procedures.

The fees of the mediation will be shared equally between the parties.

9. BINDING AGREEMENT

By completing and sending the booking form the CLIENT is accepting all of the above terms and conditions both for themselves and as authorised agent for any other individuals named thereon, such that all are deemed to be fully aware of, and bound by, the same terms and conditions.

GIFT VOUCHERS

Payment/Cancellation Policy

We require payment in full at the time of your purchase. We will send an email confirming your purchase with a printable copy of your voucher(s) on receipt of your payment. In accordance with the Consumer Contracts Regulations Act 2013, you are entitled to a 14-day cooling-off period from the date of purchase of your gift voucher, when you can request a refund. To request a

refund, please email info@shutter-bugs.co.uk, stating your gift voucher number(s). Your refund will be issued within 7 working days

Redemptions

ShutterBugs Gift Vouchers can be redeemed against any of our forthcoming workshops (subject to availability of places) and one-to-one training, for up to 12 months from the date of purchase.

The workshop or training day booked can be after the expiry date.

The full value of the voucher must reflect the value of the workshop and be redeemed in one transaction, we regret that we cannot hold over any unspent balance

Age restrictions

ShutterBugs events are restricted to over 18's. Under 18's participation only by the express written permission of ShutterBugs and at their discretion