

Landscape Photography Workshop - Booking Form

Please use this form to let me know about your photography, your level of experience, your photographic equipment and what you aim to achieve from the workshop. This will enable me to tailor the workshop in a way that aims to address both individual and group learning goals.

This form is also to collect contact details and health and safety information.

First Name: _ Surname: _ Address: _			
Email Address: _			
Home telephone: _			
Mobile telephone: _			
Contact name and number in case of emergency:			
Name and date of wor	kshop(s) you wish to at	tend:	
Please describe your photography skill and level of experience:			
What do you want to a	ichieve from this works	hop (please be specific):	
What is the make and	model of your camera: _		
Which lenses do you p	lan to bring with you: _		
Do you own a tripod:			
Have you ever used no	eutral density filters:		
Some locations are rea	ached by walking over r	ough terrain. Because of this, we i	need to
know if you have relev	ant fitness or medical is	ssues. Please inform me of anythin	ng, even if
you consider it to be n	ninor:		
Where did you find ou	t about this workshop:		
Signed:			
Date: _			

By signing this Booking Form, you are agreeing to the Terms and Conditions of John Miskelly

Photography (contained overleaf)



Terms & Conditions

The following terms and conditions shall apply in respect of all of John Miskelly Photography workshop and tour bookings and will form the basis of your contract with John Miskelly Photography.

- 1. A <u>non-refundable</u> booking fee of £100 per person (weekend workshops) or £300 (workshops of five days or more) is required at the time of booking. All single day workshops should be paid in full at the time of booking. Booking fees and workshop fees should be sent with the completed Booking Form. A confirmation letter will then be e-mailed to you. The full balance is due eight weeks before the start date of the workshop. If the balance does not reach us by the date specified in our confirmation, we reserve the right to treat the booking as cancelled.
- 2. If you are booking within eight weeks of the start date of a workshop, then please make payment in full, along with your completed Booking Form.
- 3. Please make all cheques payable to "John Miskelly Photography". We can also accept BACS payments and PayPal payments. Please contact John Miskelly Photography for further details if this is your preferred method of payment.
- 4. All workshops will only operate with a <u>minimum</u> of four photographers. In the event of your course or workshop being cancelled by John Miskelly Photography, for whatever reason, your payment will be refunded in full including your booking fee. Our liability is limited to the amount of any money you have paid to us. If we cancel your workshop we will make every effort to advise you at least six weeks prior to the workshop start date.
- 5. If you cancel more than eight weeks before the workshop start date, then any money you have paid to us is fully refundable, minus your booking fee. If you cancel between 55 and 31 days before the start date you will receive a 50% refund, minus your deposit. If you cancel 30 days or less before the start date of the workshop, there will be no refund, although every attempt will be made to re-let your place. If your place is re-let then any money you have paid to us is fully refundable, minus your booking fee.
- 6. If you wish to cancel your booking please do so in writing. Email is not acceptable. The date the letter is received will be used to determine whether a refund will be made and for what percentage.
- 7. Bookings are non-transferrable between participants and / or workshops.
- 8. We reserve the right to change the workshop itinerary due to altered circumstances and conditions. We will make alternative arrangements as required but no refunds will be given for services that are not utilised as a result.
- 9. All workshops require some personal fitness. The nature of landscape photography often requires at least a moderate level of walking around locations and obviously you need to factor in the weight of carrying your equipment as well. If you have any special mobility considerations in this respect you should contact me first to discuss further.
- 10. It is a fundamental booking condition that you accept the hazards involved in visiting remote areas. Although every care will be made to ensure that all known risks are pointed out to you before and during the workshop event, you retain unconditional responsibility for your own personal safety and the consequences of any accidental



injuries or death which may occur as a result of your actions. This includes all financial consequences, including emergency care, recovery and any loss of income sustained as a result of personal injury on the workshop event. In particular, please note that workshops could regularly take place near potentially deep fast flowing water such as rivers or tidal locations such as beaches which may also contain hidden hazards or slippery rocks. These locations may sometimes suffer from having no mobile telephone signal or easy access to emergency facilities. Such locations obviously have elevated levels of personal risk so please be clear on your responsibilities here, if you have any questions about any location beforehand, just ask.

- 11. Personal items and baggage remain at all times the responsibility of the customer. Any loss, breakages or accidental damage to any of your personal property, including your vehicle, personal belongings or photographic equipment during the workshop is entirely your responsibility. As already pointed out above, the nature of the workshop locations may give rise to some elevated risks to you and your equipment which could occasionally be subjected to less than savoury weather conditions. Be clear on the limits of your equipment beforehand, its level of weather sealing and general protection. For example, a dunking of your expensive camera in the sea, or a smashed lens as a result of dropping it must be covered by you, whether on a personal or third party insured basis. You may wish to check with your usual Home Contents Insurance provider to see if your equipment is covered away from the home for such risks, or alternatively consult a specialist insurer for comprehensive protection of your equipment. In addition responsibility must be accepted for any equipment loaned to you, and you must agree to pay for any loss or damage caused to this equipment while in your care.
- 12. John Miskelly Photography does not accept liability for death, bodily injury or illness unless this arises from the negligent act and/or omission of John Miskelly Photography employees whilst acting in the course of their employment.
- 13. John Miskelly Photography cannot be held responsible for; the consequences of any delays, expenses incurred or alterations caused by illness, weather, war, terrorism, political events, civil strife, natural disaster, technical difficulties or any event beyond our control.
- 14. It is your own responsibility to make your own flight, ferry or other transport arrangements. John Miskelly Photography cannot take responsibility for changes or alterations to any travel arrangements.
- 15. The nature of landscape photography means that workshops will inevitably take place in locations where we are often at the mercy of natural elements such as weather, tides and terrain. As such appropriate waterproof clothing, strong footwear such as walking boots and general protection from these elements should be born in mind and is your responsibility.
- 16. For obvious reasons I cannot accept any responsibility for less than perfect weather conditions during the running of workshop. You should come prepared for changeable conditions including periods of rain as is often inevitable in Ireland and the UK. Should we encounter prolonged adverse weather, we might agree to retreat to a cafe or hotel where I will use my laptop to discuss individual portfolios or information on my approach to processing my images. It is my intention that there will always be something of interest other than fieldwork by means of a fall-back plan.



- 17. We are unable to accept bookings from persons under 16 years old.
- 18. If you should have a complaint about the workshop, it must be made in writing and received by John Miskelly Photography within fourteen days of the end of the workshop.
- 19. In the unlikely event of any sort of dispute arising, the Law of Northern Ireland shall apply. If the dispute cannot be resolved directly between us within 6 weeks of written intimation of the dispute, both John Miskelly Photography and our customer shall attempt to settle the dispute by Mediation. A Mediator will be selected with the assistance of the Law Society of Northern Ireland. If the mediation is unsuccessful, the courts of Northern Ireland shall have jurisdiction.
- 20. By signing the booking form, you are agreeing to accept these Terms and Conditions. The person signing the form does so on behalf of all the other individuals included on it, so that all are bound by the booking conditions.