

Nightscape Workshops Terms & Conditions

The following terms and conditions represent the terms and conditions upon which you agree to participate in your nominated Nightscape Images photography workshop.



Fees

The workshop cost includes the tuition fee only (unless stated otherwise in the workshop overview, description, highlights or itinerary). All other expenses are the responsibility of the participants. The participant expressly acknowledges that the workshop cost does not include any airfares, airport taxes, accommodation, transportation to and from the workshop location, or items of a personal nature, unless specifically noted in the inclusions list for the workshop content. The workshop cost also excludes any insurance coverage for trip cancellation/interruption, travel accident, travel delay, baggage delay, loss or theft, medical or hospitalization expenses. We recommend you contact your relevant insurer in relation to the above-mentioned insurance coverage.

Travel

All participants are responsible for making their own way to the workshop. All travel during the workshop is not included unless specifically noted in the inclusions list for the workshop content.

Refund Policy

To secure your booking, we require a \$100 deposit at the time of booking or full payment if there is less than 4 weeks to the workshop start date. If for any reason you need to cancel your participation in a workshop, please notify us at least 60 days before the start of your workshop. At that time, we will refund your full amount, less a \$50 cancellation/administration fee. If notification of cancellation is made less than 60 days before the start of a workshop, we reserve the right to retain the full workshop fee (unless the vacant spot can be filled in which case the workshop fee shall be refunded in full). Nightscape Images reserves the right to cancel or postpone any workshop with inadequate enrolment. We decide whether enrolment in a workshop is adequate in our absolute discretion. In the event that a workshop is cancelled/postponed due to inadequate enrolment, and only for inadequate enrolment, all fees and deposits paid will be transferred to an alternative workshop of the participant's choice within 12 months of the cancellation.

Cancelled trips

Although Nightscape Images has rarely cancelled workshops, we reserve the right to cancel any workshop for any reason whatsoever, including too few participants or logistical problems such as strikes, wars, acts of God, (such as the possibly of or confirmed threat of cyclone activity in North Queensland) or any other circumstances, which may make operation of the workshop inadvisable or unviable, including the safety and security of participants and their equipment. All workshop payments, which were received in relation to a cancelled workshop, will be promptly transferred to another training course or workshop, or held in credit, and you acknowledge that this is our only obligation to you. We expressly state that we will not be responsible for any costs associated with travel, accommodation, insurance or any other costs other than the workshop cost that may be associated, either directly or indirectly, with the cancellation of a workshop.

Trip Insurance

We recommend that you have personal health insurance and purchase emergency medical evacuation insurance and emergency medical expense coverage, and trip cancellation insurance, which, may, depending on the terms of your insurance, reimburse you for non-refundable airfare and trip cancellation fees should you have to cancel the trip due to personal or family illness. Life insurance, baggage loss and baggage delay reimbursement plus other coverage is also advisable.

Physical Fitness

This workshop may be taken by anyone in good physical condition. As you will have to walk over irregular terrain, and carry equipment, you are encouraged to get in shape by exercising regularly. Please call us if you have any questions about your ability to do a particular trip. Once a trip has started and it is necessary for you to leave the trip because it is beyond your physical level, please note that there will be no refunds for any unused portion of the trip.

Medical

You must generally be in good health and it is vital that persons with medical problems make them known to us well before the workshop begins. Although all workshops carry a field safety kit containing general first aid items, it is understood that Nightscape Images assumes no liability regarding provision of medical care or provision of medical advice in relation to the workshop. Trip members are urged to check their coverage to be sure it is adequate and to consult their physician prior to participating in the workshop.

Limitation of Liability.

This section defines our responsibility with respect to all of our workshops. PLEASE READ IT CAREFULLY. Payment for your booking represents your acceptance of all terms and conditions outlined anywhere within this brochure. The workshop application must be completed for each and every person booking a workshop. The workshop application on which your signature appears will further represent your acceptance of these terms and conditions.

By reading this document and attending a workshop you hereby accept that Nightscape Images has no liability for any damages, losses, or expenses of whatever cause or nature, including those resulting directly or indirectly from acts of God, detention, annoyance, weather, quarantines, strikes, civil disturbance, theft or criminal activity of any kind, government regulations, etc., over which it has no control.

Without limiting the above paragraph, Nightscape Images shall have no responsibility for additional expenses due to unforeseen delays caused by weather, theft or criminal activity of any kind, political disputes, acts of terrorism, strikes, sickness, failure of flights or other transportation to arrive or depart on time, and other causes beyond our control. Nightscape Images is not responsible for additional hotel nights not specified in the workshop itineraries which may be required en route, prior to or following a trip, caused by airline scheduling or schedule changes, or by individual clients' travel arrangements or by other factors. Nightscape Images cannot assume any responsibility for loss or damage to baggage or personal property.

IN NO EVENT SHALL NIGHTSCAPE IMAGES HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CHARACTERIZED.

Nightscape Images reserves the right to substitute hotels, conference facilities, and to alter the itinerary when deemed necessary or advisable. The right is also reserved to cancel any workshop prior to departure upon the refund of all payments received, which shall release Nightscape Images from further liability. Nightscape Images is not responsible for additional expenses incurred by trip members in preparing for the trip (i.e. non-refundable advance-purchase air tickets, equipment, etc.) Nightscape Images reserves the right to decline to accept or retain any person or member of any trip should such person's actions or general deportment impede the operation of the trip or the rights or welfare or enjoyment of other members of the trip, and it is agreed that no refunds will be given in such circumstances. Nightscape Images reserves the right to take photographic, film or video records of any of our trips, and may use any such records for promotional and/or commercial purposes without the requirement for a signed release from any members captured in film or digital media.

Privacy

Other than the standard internet data, Nightscape Images does not collect or use any of your personal information unless specifically authorised or permitted pursuant to the Privacy Act 1988.

Deed of Release, Indemnity and Waiver

In consideration of Nightscape Images permitting me to participate in the workshop, I hereby agree as follows:-

Acceptance of Risk

1. The information I have provided to Nightscape Images is true and correct and I understand that Nightscape Images is relying on that information in allowing me to participate in the workshop.
2. I certify that I have been advised of the inherent risks, if any, associated with the workshop and I voluntarily choose to participate in the Nightscape Images Workshop, fully accepting that the materialization of any such risks may cause damage to my person or property.
3. I acknowledge and agree that I have read and understood all of the Terms and Conditions in relation to my participation in the workshop and the costs associated with the same.

Release and Discharge

By reading and accepting this document I unconditionally release and discharge Nightscape Images from all liabilities, claims and causes of action that may arise from any act, omission, default, failure or error on the part of Danny Irvine Photography (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of the workshop and including whilst in transit to or from the workshop. I acknowledge and agree that this is in addition to any other release and indemnity provided by me by agreeing to the Terms and Conditions of my participation in the Workshop.

Indemnity

1. I agree to indemnify and keep indemnified, Nightscape Images from any liability, claim or cause of action that may be brought against Nightscape Images as a result of or in connection with any act, omission, default, failure or error on the part of Nightscape Images (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of the workshop including transit to or from the workshop.
2. I hereby waive any right to claim and agree that Nightscape Images will not be liable for any loss or damage, personal injury, death, economic loss or consequential loss whether in tort, in contract, under statute or otherwise for any default, failure, negligence or error on the part of Nightscape Images.
3. If despite these Terms it is found that Nightscape Images is liable to compensate me, then such liability is limited to the cost of providing the service which the liability arises against.