



TOGCAST WORKSHOP NOVEMBER 2017 - TERMS AND CONDITIONS

By accepting the competition prize offered by The Togcast to join the group based Photography workshop on 25th and 26th November 2017 (“Event” hereinafter), you agree to the following Terms and Conditions. These Terms and Conditions apply regardless of whether the Event is free or if a fee is payable. Please read everything below as this document clearly sets out the expectations for participants. As part of the Event you will be provided with two nights accommodation (24th and 25th November 2017) at Plas Curig Independent Hostel in Capel-Curig, Snowdonia, Wales. This is a ‘premium’ hostel with modern facilities. You will be sharing a room with other participants, who are possibly not of the same gender. However, your allocated bed will have a privacy curtain. If you have any questions at all, please email me directly at gregwhitton1@gmail.com or info@samgregory-photography.com

1. DEFINITIONS

Event

means the Workshop.

Workshop

means the Event where you will be guided and will receive advice/tuition as required.

2. PARTICIPANT NUMBERS. The Event will of course be led by me (with the assistance of Karl Mortimer and select members of the Togcast crew. Hereinafter references to “I” or “Me” shall also mean them) and the number of participants will be 3 excluding myself and those providing assistance.
3. TERRAIN & PERSONAL FITNESS. I have assessed the terrain of most locations and each location generally. All of my workshops require some personal fitness - landscape photography often requires at least a moderate level of walking around locations and you need to factor in the weight of carrying your equipment too. I will however make sure there are appropriate breaks in the day and will be made clear to you beforehand. If you have any special mobility considerations in this respect you should contact me to discuss further - the nature of the natural habitat can often be a little unforgiving and all locations are not necessarily suitable for all individuals.
4. KNOWN LOCATIONS/EXPLORATION – On the whole the Event will visit locations that I have previously visited on numerous occasions, both personally and when previously providing workshop services. However, in some circumstances, we may end up exploring new locations together. I will let you know when this is the case.

5. AGE REQUIREMENTS. Unfortunately we cannot accept any Event participants under the age of 18. The reason for this is Public Houses and similar licensed premises are often used as venues for refreshments or rest stops.
6. FEES & PAYMENT. There are no fees payable for this Event.
7. APPROPRIATE CLOTHING. The nature of landscape photography and my Events means that they 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. Please see Kit Guidelines at www.gregwhitton.com/kit-guidelines. I reserve the right to refuse participation in an Event on the day if you do not have at least the Essential Items Kit as per the Kit Guidelines with you at the start of the Event. This is mainly due to safety reasons. NB. I have spares of many items. If you need something but don't wish to procure it yourself, please contact me in advance of the Event so that I can make arrangements to lend you such kit, at your risk (see Article 14). Some items I will not be able to provide however (such as boots).
8. EFFECT OF ADVERSE WEATHER CONDITIONS. For obvious reasons I cannot accept any responsibility for less than perfect weather conditions during the running the Event. You should come prepared for changeable conditions including periods of rain as is often inevitable - I carry an umbrella as a standard part of my photography equipment and I genuinely work in all types of weather. Should we encounter prolonged adverse weather or weather that I consider to be a risk to safety we shall retreat to a cafe or Public House where I will use my laptop or iPad 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 field work by means of a fall-back plan.
9. REFRESHMENTS & MEALS. Attendees are responsible for the cost of providing all of their own refreshments and meals. There are often Public Houses, cafes or restaurants that we can use for breaks, sometimes limited in choice but I will hold no affiliation with any of them. We will ensure we stop for a good breakfast at the earliest opportunity after starting each day.

The legal bit – sorry but this is necessary...

10. PERSONAL SAFETY. Although every care will be made to ensure that all known risks are pointed out to you before and during the 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 Event. In particular, please note that workshops 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. **LOSS OR DAMAGE TO PERSONAL EQUIPMENT.** Any loss, breakages or accidental damage to any of your personal property, including your vehicle, personal belongings or photographic equipment during the Event is entirely your responsibility. As already pointed out in Article 10 above, the nature of the Event 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.
12. **TRANSPORT & PARKING FEES.** All Event participants are responsible for providing their own transport and paying for any parking charges that are applicable at each Event location unless otherwise stated in the Event description, or by me prior to the commencement of the Event. It is common that parking fees apply even in the remotest of locations in the UK, though I will try and give an indication of whether parking charges may apply or not before the day. Unfortunately it's pretty safe to say that parking charges exist in most locations so be prepared with plenty of change. Workshop days are often held over two or more locations so participants must be prepared to get themselves between sites in reasonable time - car sharing is encouraged where practical. **In some circumstances it may be agreed that we use my vehicle. In such circumstances you do so entirely at your own risk and undertake to indemnify me for any losses you might incur, to the extent permitted by law.**
13. **CHANGES TO ITINERY.** I retain the right to change any itinerary based on circumstances at the time, such as accessibility, effects of tides where applicable, changing weather conditions or anything which may elevate risk to the general safety of Event participants. My decision shall be final and no discussion shall be entered into.
14. **LOAN EQUIPMENT.** Please ensure that you conduct a full equipment check before joining an Event as spare equipment is not readily available on the day. Under any circumstances that I offer to loan equipment to any individual, that person agrees that they are wholly responsible for its safe return in the same condition. If any damage or loss occurs, the individual agrees to provide a new replacement at the full retail cost.
15. **EVENT START TIME & LATE ARRIVALS.** All Event participants are required to arrive on time for the start of the Event. I will provide my mobile number to all attendees so that any late arrivals should still be able to catch up with the rest of the group if we have moved from our meeting point. Unfortunately I cannot guarantee that a working mobile signal is available in all locations. Please understand that obviously I cannot compromise the Event for the rest of the group, but we shall endeavour to mitigate the issue where possible.

16. IF YOU NEED TO CANCEL YOUR EVENT PLACE. Should you need to cancel your place on the Event for any reason, there will be no charge to you as the Event is free. However, In order to avoid the possibility of any financial loss to yourself (such as travel tickets, etc), I would strongly advise that you take out adequate travel insurance.
17. IF I NEED TO CANCEL THE EVENT. In the highly unlikely event that I need to cancel the Event for logistical reasons, a real possibility of severe weather conditions which may put safety at risk, or if I am taken ill, we shall in the first instance attempt to reschedule the Event. We are however unable to offer any compensation to you for any peripheral loss or cost you may have incurred, such as a travel booking; if this risk concerns you, you should arrange appropriate Travel Insurance to cover such eventualities.
18. EXCLUSIONS. Insurance, Photographic Equipment, All Meals & Drinks, and Travel (please refer to Article 12).
19. HAVE FUN! This is compulsory! While the Event may be geared towards the components of helping you establish and realise your own personal artistic vision or enhanced skills, group participation and discussion is positively encouraged at all times! Remember that photography and art are shared experiences...
20. ACCEPTANCE & AGREEMENT. By accepting an Event place, you agree to abide by these terms and conditions.

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