By booking or participating in the PWB School workshop with Photographers Without Borders (PWB), you agree to these Terms & Conditions.

By booking a PWB School workshop, you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

THE BOOKING CONTRACT

Your booking is confirmed and a contract exists when PWB issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to PWB immediately. Please ensure that names are exactly as stated in the relevant passport.

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to PWB.

BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your PWB School booking, notifying PWB if any changes or cancellations are required, and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and that PWB will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.
REQUIRED MEDICAL INFORMATION

You must provide any medical information reasonably requested by PWB and will be required to complete PWB’s participant information form at https://goo.gl/forms/KJbG2fkDWztyozYC2.

This survey is mandatory. If you have any pre-existing medical conditions which may impact your ability to travel, participate in PWB School, travel to remote areas without access to medical facilities or may adversely affect the experience of others in PWB School, you must return a Medical Form, signed by a licensed and practicing physician to PWB prior to or at the time of final payment for the applicable booking.

PWB reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of PWB School.

PWB reserves the right to deny you permission to travel or participate in any aspect of PWB School at any time and at your own risk and expense where PWB determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.

Pregnancy is considered a medical condition and must be disclosed to PWB at the time of booking. PWB may refuse to carry women who are over 24 weeks pregnant. PWB may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged.

In the event that you do not complete the required Medical Form or provide medical information reasonably required by PWB for any reason by the deadline provided, PWB reserves the right to cancel your booking and all applicable cancellation fees will apply.

You are responsible for assessing whether PWB School is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician’s advice on vaccinations and medical precautions. PWB does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of PWB School based on your own unique circumstances, limitations, fitness level and medical requirements.

Travel with PWB may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in the countries you may visit with PWB School varies and PWB makes no
representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

SPECIAL REQUIREMENTS

Any special requirements must be disclosed to PWB at the time of booking. PWB will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to PWB at the time of booking but PWB cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and PWB and PWB is not liable for any failure to accommodate or fulfill such requests.

AGE REQUIREMENTS

The minimum age for participants travelling with PWB School is 18 years old.

MANDATORY INSURANCE REQUIREMENTS

YOU MUST HAVE TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION AND REPATRIATION COVERAGE OF US$200,000 covering all applicable dates of travel with PWB. This insurance must cover personal injury and emergency medical expenses.

You are strongly recommended to extend your coverage to include cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of PWB School and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

PRICES, SURCHARGES AND TAXES

PWB will not increase the price of PWB School after you have paid in full. PWB School is priced and advertised inclusive of applicable taxes.

From time-to-time PWB may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received by PWB are not entitled to reduced pricing.
VALIDITY
All dates, itineraries and prices of PWB School are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance with these Terms.

DEPOSITS
At the time of booking, a non-refundable deposit of 500 USD per person per PWB School is due to PWB. Full payment is due no less than 60 days prior to departure.

DETAILS REQUIRED FOR BOOKING
As a condition of booking, you must provide the information requested by PWB along with final payment. If you fail to supply information required by PWB for air tickets, permits, or other inclusions, you will also be liable for any costs, fees or losses including failure to obtain or provide that inclusion. In the event that you fail to supply information required by PWB, PWB also reserves the right to treat your booking (or the relevant component of your booking) as cancelled and levy any cancellation fees deemed reasonable by PWB, in its sole discretion. The information required by PWB will vary by PWB School and will be communicated to you during the booking process. PWB will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

AIRFARE
PWB School prices do not include international or other airfare unless expressly mentioned in the PWB School description.

FINAL PAYMENT & ACCEPTANCE OF BOOKING
The confirmation sent by PWB will contain details of final payment required for any booking. Payment of the balance of the price for any products or services booked is due 60 days before the departure date. If full payment is not received by the applicable due date, PWB may, at its sole discretion, change the rate payable for the booking, or treat the booking as cancelled and retain the deposit paid on booking as a cancellation fee.

If a booking is made less than 60 days before the departure date, then the full amount must be paid at the time of booking.

PWB is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to PWB.
CANCELLATION BY THE PARTICIPANT

You may cancel your booking by notifying PWB. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by PWB and are expressed as a percentage of the total price paid for the cancelled PWB School.

Cancellation of PWB School:

(a) Cancellation received 60 days or more before departure: PWB School deposit will be held by PWB in accordance with these Terms, the remainder of the payments made to PWB in respect of the cancelled product will be refunded.

(b) Cancellation less than 60 days before departure: PWB School deposit and payments will be held by PWB in accordance with these Terms, and no further refund will be payable.

GUARANTEED DEPARTURES & CANCELLATION OF PWB School BY PWB

A departure date for PWB School offered by PWB will become a guaranteed departure when at least four bookings secured by a valid deposit has been made on that departure.

PWB guarantees that all scheduled PWB School departures booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonable itinerary changes as described in these Terms or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure.

Up to date PWB School and itinerary information is available on PWB’s website or by contacting PWB.

If PWB School is cancelled by PWB before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from PWB:

(a) a substitute PWB School; or

(b) a full refund of all monies paid for the cancelled Tour.

PWB is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, PWB reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of PWB School as described cannot be provided after departure, PWB will make suitable alternative arrangements where possible. If it is not possible to provide a suitable photographerswithoutborders.org
alternative or if you reasonably reject any suitable alternatives, PWB may provide you with a refund for unused products or services as determined in its discretion.

TRAVEL DOCUMENTS

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid six months after the last date of travel with PWB as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of PWB School, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by PWB that is a direct result of your failure to secure or be in possession of proper travel documentation. PWB does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that PWB is not responsible for any errors or omissions in this information.

FLEXIBILITY & UNUSED SERVICES

You acknowledge that the nature of adventure travel requires flexibility and acknowledges that you will permit reasonable alterations to products, services or itineraries by PWB. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of PWB (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of PWB, including your removal from PWB School because of your negligence or breach of these Terms.

CHANGES

Changes made by PWB: PWB may modify your itinerary where reasonably required in its sole discretion. If PWB makes a change affecting at least one in three full days of the itinerary or which materially affects the character of a product or service in its entirety (a “Material Change”), PWB will provide notice to you as soon as reasonably possible, provided that there is sufficient time to do so before departure.

Once PWB School has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of PWB. You
acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with PWB, whether or not such expenses arise from a change of itinerary, and PWB is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. PWB will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

Changes made by you: You are responsible for ensuring that information provided to PWB is accurate and up-to-date. Any changes to your name on any booking are subject to PWB’s approval. Any changes to a booking depend on availability and are subject to PWB’s approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any PWB School will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 10 days of departure.

ACCEPTANCE OF RISK

You acknowledge that the products and services offered by PWB may involve a significant amount of risk to your health and safety. By traveling with PWB you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risks and release PWB from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in PWB School itineraries or otherwise offered by PWB.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, carriage by watercraft, participation in “extreme sports” or other high-risk activities, or travel to countries with developing infrastructure. Standards of hygiene, accommodation and transport in certain countries where PWB Schools take place are often lower than the standards you may reasonably expect in your home country or region. You agree that PWB is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where PWB School is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on PWB School or, if in the opinion of PWB (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance
to others, PWB may terminate your travel arrangements on any product or service immediately at your expense and without any liability on PWB’s part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by PWB or PWB’s suppliers for property damage, destruction or theft caused by you while on PWB School. You agree to immediately report any pre-existing damage to a representative of PWB and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on PWB School including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither PWB nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to PWB as soon as possible in order to provide PWB with the opportunity to properly address such complaint. You agree to inform your tour leader, another representative of PWB or PWB’s customer service department directly. PWB assumes no liability for complaints that are not properly brought to the attention of PWB and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of PWB School must be received in writing by PWB within 30 days of the last day of travel of the booking in question.

**PWB IS NOT LIABLE FOR THIRD PARTY SUPPLIERS**

PWB makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (“Third Party Suppliers”) to provide you with some or all of the components of your booking.

Third Party Suppliers may also engage the services of local operators and sub-contractors. Although PWB takes all reasonable care in selecting Third Party Suppliers, PWB is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and PWB does not warrant that any Third Party Suppliers...

photographerswithoutborders.org
Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

PWB is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party other than PWB and its employees.

PWB is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

**OPTIONAL EXTRAS**

“Optional Extras” refers to any activity, transportation, meal, product or service not expressly included in the PWB School itinerary or price of PWB School and which does not form part of PWB School. You agree that any assistance given by PWB’s representative(s) in arranging, selecting, or booking, any Optional Extras is purely at your request and PWB makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by any representative of PWB regarding any Optional Extras. You release PWB from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

**LIABILITY**

PWB and its parents, subsidiaries and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against PWB for any such loss, damage, injury, or death.

In the event that any loss, death, injury or illness is caused by the negligent acts or omissions of PWB or of the Third Party Suppliers of any services which form part of [photographerswithoutborders.org](http://photographerswithoutborders.org)
the booking contract then PWB limits its liability, where applicable by all applicable international conventions.

**FORCE MAJEURE**

PWB will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for PWB failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of PWB; or an event which PWB or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute “Force Majeure”.

**IMAGES AND MARKETING**

You agree that, while participating in any PWB School, images, photos or videos may be taken by other participants, PWB or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to PWB, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

**SEVERABILITY**

If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

**CONTRACT PARTIES & SUCCESSORS**

These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

**APPLICABLE LAW**

photographerswithoutborders.org
The Contract and these Terms are subject to the laws of Ontario, Canada and you submit to the exclusive jurisdiction of the courts located in Toronto, Ontario, Canada for the resolution of any dispute under these Terms or concerning any Tour, product or service.

AMENDMENTS

PWB reserves the right to update or alter these Terms at any time, and will post the amended Terms on PWB’s website. Any amendment will take effect 10 days after being posted to PWB’s website. An up to date copy of these Terms, as amended, may be accessed at any time on PWB’s website and will be sent to you upon written request to PWB. You are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on PWB’s website. PWB recommends that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.