

## **Great Photography Adventures Terms of Trade.**

### **1. The supplier**

The supplier of this service is the business Great Photography Adventures which is operated by Peter Dunphy Photography Pty. Ltd (ACN: 006 235 650).

### **2. Payment**

An initial deposit of \$950.00 AUD + \$385.00 AUD for the 3 Day Extension if selected is required at the time of booking. The balance of the workshop cost is payable ninety (90) days before the commencement date of the workshop. If a booking is made within ninety (90) days prior to the date of the workshop, the full amount is payable.

### **3. Timing**

Great Photography Adventures will do everything possible to ensure that the scheduled workshop is delivered within the time scheduled. However from time to time, events may arise which make it unwise to continue with the scheduled workshop.

All scheduled tours are subject to availability and depend on a variety of circumstances. Some of these circumstances are outside the supplier's control. These external circumstances include sufficient bookings by a minimum number of participants and the suitability of the destination given the climatic and political situation. Whenever possible, the supplier will ensure the safety of the workshop participants and exercise its discretion as to the running of the scheduled workshop.

Should situations arise such as earthquakes or volcanic eruption, strikes or political instability, government intervention, sickness, quarantine, exceptionally bad weather, acts of god, terrorism or other events beyond the supplier's control, they reserve the right to make changes to the itinerary or cancel a workshop completely, if it is clear that continuing may be unsafe, ill advised or impossible. In such circumstances the safety of the consumers is of primary concern. In such exceptional circumstances there is no refund once already on the ground when the workshop has started.

### **4. Supplier Guarantees**

Great Photography Adventures comply with the Consumer Guarantees implied by the Australian Consumer law which are;

- We guarantee to use an acceptable level of skill or technical knowledge when providing our services and to take all necessary care to avoid loss or damage.
- We guarantee that our services, and any of our products, will be reasonably fit for the purpose. We also guarantee that our services, and any resulting products are of a standard expected to achieve the desired results that you have made known to us.
- We guarantee to supply the services within a reasonable time.

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### **5. Limitation of liability**

Apart from the above consumer guarantees, the supplier does not accept, and the consumer releases the supplier from all liability for any injury, loss, damage, costs or expenses, including any property damage or personal injury, that the consumer may suffer which arises out of any act or omission by the supplier.

Apart from the above consumer guarantees, the consumer also releases the supplier from, all liability, including without limitation in contract and in tort, for any cause or action, including any injury, damage, loss, cost, delay, additional expense or inconvenience caused directly or indirectly as a result of the inherent risks associated with the workshop, or any force majeure events or other events which are beyond the supplier's control.

The supplier is not responsible for any negligent or wilful act or failure to act of any other supplier or of any third party. The consumer agrees to look to such suppliers for any accident, injury, property damage, or personal loss to the consumer or to those travelling with the consumer, and that the supplier shall not be liable.

### **6. Cancellation & Refunds**

Great Photography Adventures may cancel the workshop if;

- there are insufficient numbers of people
- it is unsafe to travel to the destination
- for any other reason which we deem makes it inadvisable to continue with the planned workshop.

If Great Photography Adventures cancel the workshop, they will refund the consumer the deposit, or offer the consumer a space in the next available workshop.

The consumer may cancel their participation in a workshop by giving written notice. If the consumer cancels their participation, the supplier shall retain funds to cover reasonable costs incurred due to the cancellation (including the booking charges and administration expenses) as follows:

- Cancellation at any time up to ninety (90) days before the commencement date of the workshop. The supplier will retain the deposit of \$950.00 + \$385.00 AUD
- Cancellation within 89 to 64 days of departure; The supplier will retain the deposit and seventy-five percent (75%) of full price
- Cancellation within 64 to 30 days of departure; The supplier will retain the deposit and one hundred percent (100%) of full price

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### **7. Travel Insurance**

It is a condition of traveling with Great Photography Adventures that the consumer has comprehensive travel insurance for the full duration of their journey. This comprehensive insurance will need to include cover for illness, injury, death, loss of or damage of personal items, cancellation, loss of deposit, the need to return home unexpectedly, evacuation expenses and accidental death or disability.

Should an event cause the consumer to require medical evacuation or treatment, aircraft evacuation or medical repatriation, these costs are entirely the consumer's responsibility.

### **8. Health and Fitness**

In describing the scheduled workshops, every effort will be made to provide the consumer with information on the adventure and the foreseeable difficulties. At the time of booking the consumer must notify the supplier of any medical condition which may affect their ability to participate in the workshop. The supplier may decide not to include the consumer in a workshop if the supplier considers it would be unsafe.

The consumer's good health and enjoyment of the photography adventure is most important. To participate in a Great Photography Adventure, the consumer needs to be in generally good health. Walks of several kilometers will sometimes be involved on the adventure. It is most important that if the consumer has any medical condition which might present difficulties during the workshop, that they inform the supplier when booking.

### **9 Exclusion from the Tour**

The supplier has the right to disqualify any consumer at any time during the workshop if they feel the consumer is physically unable to continue, or that the consumer's continuation on the workshop will jeopardize either themselves or the group.

A consumer may be excluded from the tour at the supplier's discretion if the consumer:

- fails to comply with the supplier's instructions,
- interferes with the enjoyment of others on the tour,
- jeopardizes the safety of others,
- otherwise becomes a hazard to themselves or others.

In this event, the consumer will not be entitled to a refund and the supplier will not be responsible for any expenses that may have been incurred by the consumer.

### **10 Privacy**

The supplier will not share the consumer's personal information with any third party organization.

*Great Photography Adventures is a registered business of Peter Dunphy Photography Pty Ltd. ABN 33-006-235-650. 24 Fletcher Rd. Beechworth, Victoria, 3747 Australia*