



Discover Experience Photograph Adventures

1. The terms and conditions below are offered by Welshot Imaging Ltd, Plas Lon Las, Brynsiencyn, LL61 6TQ, telephone 01248 719126.
2. In accordance with regulation 28 (1) (h) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, this booking is exempt from your right to cancel your purchase.
3. Delegates are wholly responsible for arranging their own travel, transfers, accommodation and catering, and to arrange adequate insurance for themselves and their belongings.
4. Unless otherwise stated, the advertised cost may be liable to change. For further information, please consult the website.
5. Numbers are restricted and are proportionate to Team Leaders and, if applicable, model(s). Group sizes and compositions will be at the discretion of Welshot.
6. It is not possible to transfer your booking to another party under any circumstance.
7. Regardless of the reason/circumstance, Welshot will in no way be able to refund or transfer any monies in the event of non-attendance.
8. We reserve the right to change, either fully or in part of, any module/session of this event for one(s) of suitable quality and appropriateness. However, we will endeavour to inform you of any changes as soon as possible.
9. If you have any problems or concerns at this event please let us know immediately. We can then make sure we do our best to resolve any issues. We need to know during the event, not after, so we can best help you.
10. The agreed deposit amount must be paid at the time of booking. This is non-refundable.



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11. The balance of payment must be made in full at least fourteen weeks prior to the date of departure. Failure to pay the balance by this time will invalidate your booking. All monies paid up to that point are non-refundable.
12. Neither Welshot vouchers nor WelshotRewards points can be redeemed against any Discover Experience Photograph Adventure.
13. You are free to make your own travel, transfer, accommodation and catering arrangements independently of Welshot's recommended travel partner. However, please take note of Welshot's schedule if you wish to align your booking to ours.
14. Welshot cannot be held responsible for any delays, disruptions and cancellations in your travel arrangements.
15. Welshot Imaging's services on such events are limited to group tuition, masterclasses and 1 to 1 tuition. No other service is offered nor implied.
16. You are strongly advised to arrange adequate insurance for both yourself and your belongings for the entire period you are away from home. Welshot cannot accept any responsibility for your failure to do so.
17. The period of the service supplied by Welshot shall begin upon your safe arrival at your booked accommodation and shall cease upon your departure from said venue, prior to your immediate departure on your return journey.
18. Force Majeure

- a. Events of Force Majeure

For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of Welshot, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by Welshot, and (ii) such circumstance materially and adversely affects the ability of Welshot to perform its obligations under this Agreement, and Welshot has taken all reasonable precautions, due care



and reasonable alternative measures in order to avoid the effect of such event on its ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

19. Instances of Force Majeure

Subject to the provisions of clause 16[a], Events of Force Majeure shall include, but not be limited to:

- a. the following Natural Force Majeure Events:
 - i. fire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God;
 - ii. explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being Welshot or one of its contractors or subcontractors or any of their respective employees or agents;
 - iii. acts of war (whether declared or undeclared), invasion, acts or threats of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
 - iv. strikes, lockouts, work stoppage, labour disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action;
 - v. in relation to the Concessionaire, non-performance by a counter-party to a contract relating to the Concessionaire's Business by reason of an event or circumstance that would constitute a Natural Force Majeure Event under this Agreement; and
- b. the following Political Force Majeure Events:



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- i. acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
- ii. to the extent that they are politically motivated, strikes, lockouts, work stoppages, labour disputes, or such other industrial action by workers, save in relation to the Concessionaire, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the Concessionaire;
- iii. failure or inability of the Concessionaire to obtain or renew any Consent, on terms and conditions as favourable in all material respects as those contained in the original Consent relating to the Concessionaire's Business (other than due to a breach by the Concessionaire of any of such terms and conditions);
- iv. any action or failure to act without justifiable cause by any Competent Authority, other than a court or tribunal (including any action or failure to act without justifiable cause by any duly authorised agent of any Competent Authority, other than a court or tribunal);
- v. expropriation or compulsory acquisition of the whole or any material part of the Concessionaire's System or Investor's shares in the Concessionaire, except where such appropriation or compulsory acquisition is on account of contravention of law by the Concessionaire or by the Investor;
- vi. any legal prohibition on the Concessionaire's ability to conduct the Concessionaire's Business, including passing of a statute, decree, regulation or order by a Competent Authority prohibiting the Concessionaire from conducting the Concessionaire's Business, other than as a result of the Concessionaire's failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Competent Authority;
- vii. in relation to the Concessionaire, non-performance by a counter-party under a contract relating to the Concessionaire's Business by reason of an event or circumstance that would constitute a Political Force Majeure Event under this Agreement, provided that breakdown of plant or equipment (unless itself caused by



an Event of Force Majeure), or unavailability of funds, shall not constitute an Event of Force Majeure.

20. Effects of an Event of Force Majeure

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural Force Majeure Event.

Additionally, the Concessionaire shall be excused from performance and shall not be in default in respect of any obligation under this Agreement to the extent that the failure to perform such obligation is due to a Political Force Majeure Event.

21. Notice of an Event of Force Majeure

If Welshot wishes to claim protection in respect of an Event of Force Majeure, it shall, as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, notify the contracting Party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as it is able to perform its obligations. The Parties shall use their reasonable endeavours to:

- a. overcome the effects of the Event of Force Majeure;
- b. mitigate the effect of any delay occasioned by any Event of Force Majeure, including by recourse to alternative mutually acceptable (which acceptance shall not be unreasonably withheld by either Party) sources of services, equipment and materials; and
- c. ensure resumption of normal performance of this Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent practicable, provided that neither Party shall be obliged to settle any strike, lock out, work stoppage, labour dispute or such other industrial action by its employees