

Under the Southern Sky Photography – Workshop Terms and Conditions

This agreement is for attendance by “you” (the Client) at an Under the Southern Sky Photography Workshop, run by Under the Southern Sky Photography (ABN 75 350 092 567) hereinafter also referred to as “we”. It overtakes all prior agreements. The only way to add or change this agreement is to do so in writing, signed by all parties.

Cancellation Policy

No refund will be provided should you cancel your position on the Workshop. A refund may be given in extenuating circumstances should we be successful in reselling your position on the Workshop.

We reserve the right to alter or cancel any Workshop at any time. For reasons including, but not limited to, too few participants, adverse weather, instructor illness, logistical problems such as strikes, wars, acts of God, or any other circumstances, which may make operation of the Workshop inadvisable. If any Workshop has to be cancelled by us then all fees are refunded in full or you may choose another date or Workshop.

We reserve the right to cancel any photo Workshop with inadequate enrolment 3 days beforehand. In the event that a Workshop has to be cancelled due to inadequate enrolment, all fees and deposits paid are refunded in full or transferred to another photo Workshop.

We are not responsible for any expenses or damages incurred by Workshop members as a consequence of any cancellation, such as costs expended in preparing for the trip including non-refundable or penalty-carrying airline tickets, equipment, lost income, or any other trip-related losses or expenses.

Adverse Conditions

As you’ll learn during our Workshop, hazy skies, cloud, and rain are the enemy when it comes to photographing the stars. As much as we would like to – we simply can’t control the weather. On the back of this please note the following conditions:

- The on-location outdoor photoshoot components of our Workshops are entirely weather dependent.
- If we get clear skies or patchy cloud we will be in “astro shoot mode”. Everything will move forward as planned with huge grins on our faces.
- If cloudy skies obscure the stars, the Workshop will be postponed to a later date as decided by the Photographer. Should you be unable to attend that date, a credit will be given to attend another Workshop, subject to participant numbers.
 - If postponing is not possible, such as if the Workshop is part of a separate Tour, then all effort will be made to shoot something at night, such as light painting foreground objects while going through the theory of shooting the stars. If editing is part of the Workshop, then example images can be provided if there is no clear sky.

Client Responsibility

It is a fundamental booking condition that you accept the hazards involved with outdoor travel and photography. You must acknowledge that delays and alterations and their results, such as inconvenience and discomfort, are possible where unforeseen circumstances arise.

You must have a level of fitness commensurate with your chosen Workshop and you are responsible for bringing the appropriate equipment.

In the event of medical emergency and/or repatriation from a Workshop by whatever means, the responsibility of such costs will be borne by the client. It is therefore essential that adequate cover is in place. We strongly recommend that you take out an insurance policy at the same time as booking.

Every participant voluntarily assumes all risks and will hold us, the Workshop leader, any co-leader or assistants, harmless from any and all liability, actions, causes of action, claims, debts, and demands which arise in connection with the Workshop. The terms hereof shall serve as a release and assumption of risk for your heirs, administrators, and executors, and for all members of my family, including any minors accompanying you.

We reserve the right to decline to accept or retain any member of any trip should such person's actions 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.

Limitation of Liability

Payment of your booking fee represents your acceptance of all terms and conditions outlined in this document and on our website.

- We aim to provide every participant with a safe, educational and enjoyable experience during the Workshops. As there is always certain risks and dangers associated with photography, the outdoors and travel, we accept no responsibility or liability for injury, death, illness, accident, losses or additional expenses associated with Workshop participation. Nor do we accept responsibility for damage to equipment, property or digital data loss.
- Every participant must assess their own suitability, in terms of fitness and stamina, for the Workshop that they join. Medical, equipment and travel insurance is your own responsibility.
- You must notify us of any medical condition that we should know about. We assume no liability regarding provision of medical care. All information is completely confidential.
- We shall have 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 we have no control. We 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.
- We are not responsible for additional accommodation 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. We cannot assume any responsibility for loss or damage to baggage or personal property.

- In no event shall we have any liability for incidental or consequential damages, however characterised.
- We reserve the right to substitute hotels, venues and facilities, and to alter the itinerary when deemed necessary or advisable.
- We are not responsible for additional expenses incurred by trip members in preparing for the trip (i.e. non-refundable advance-purchase air tickets, equipment, etc.)
- We reserve the right to take photographic or video records of any Workshop, and may use any such records for promotional and/or commercial purposes.

Changes

All Workshop schedules and plans are tentative and made in the interest of exciting photographic opportunities. We reserve the right to change, at our exclusive discretion, schedules, plans and itineraries, depending on weather, health or safety considerations, or any other factors related or not related to the photographic opportunities, as we see them fit into the Workshop.

While significant efforts will be made to provide the Workshop in a truthful manner, all participants acknowledge that landscape photography is subject to many variables including but not limited to environmental conditions that cannot be guaranteed.

Insurance

We strongly recommend that you purchase travel insurance, including coverage for personal health, emergency medical evacuation, emergency medical expenses, and trip cancellation, which would reimburse you for non-refundable airfare and trip cancellation fees.

We cannot accept liability for insurance costs, loss of deposits, airline cancellations or delays or penalties incurred by the purchase of non-refundable airline tickets or other expenses incurred by participants in preparing for this Workshop. We cannot accept liability for any insurance costs if a Workshop is cancelled.

Payments and Deposit

The Workshop fees are quoted and charged in Australian dollars. Payment is to be made by bank deposit to the nominated bank account, unless the Workshop is being conducted in conjunction with another tour, payment may need to be made through their system. The Photographer will advise the appropriate payment method.

The Workshop cost includes the tuition fee, permits and venue fees. All other expenses are the responsibility of the participants. Not included are any airfares, airport taxes, transportation to and from the pick-up and drop-off points, car parking, pre and post Workshop accommodation, entrance fees, meals or items of a personal nature, unless stated on the Workshop description page. Price also excludes any insurance coverage for trip cancellation or interruption, travel accident, travel delay, baggage delay or baggage theft, medical or hospitalisation expenses (we recommend you obtain coverage for these items).

Participants are responsible for making their way to the Workshop start and finish points, and to the group astrophotography shoots.

Where a Workshop provides ground transport as part of the package, no discount will be given should the participant request to take their own transport unless a self-drive discount is offered. Participants choose to drive themselves at their own risk.