

## **STANDARD RETREAT POLICY**

These terms and conditions govern the contractual relationship between the individual hiring the Trainer ("Attendee") and The Pet Photographers Club ("Host"), her assigns, licensees, successors in interest, legal representatives and heirs, as well as the event instructors, including but not limited to Jessica McGovern and That Tog Spot, and the individual hiring the Trainer ("Attendee").

By participating in the workshop ("The Retreat" or "The Workshop"), you acknowledge and agree to the following terms and conditions:

### **Payments**

Payment is due as per your payment schedule.

Payment plans must be paid in full prior to the retreat beginning.

If payment is not received by the due date we reserve the right to treat your booking as cancelled.

### **Model Release**

You may feature in images taken throughout the retreat. By purchasing a ticket, and attending the event you agree that those images may be used for promotional reasons.

### **Time for Prints agreement with dog models**

In lieu of payment to the models, which was important to keep your ticket prices down, we are providing each of them with five images per shoot. For each shoot you attend you agree to upload a minimum of two images to be shared with the owners, within fourteen days of the end of the event.

### **Image Usage and Expectations**

This is a workshop for learning and as such, you should not expect to use it as a portfolio-building exercise. Images created under the guidance of either an instructor or fellow attendee are not permitted for use in competition nor should they be represented in your portfolio as your own images. Should you share images created at The Retreat on your social media accounts or elsewhere, you are required to state that they were taken under an instructor at The Pet Photographers Retreat.

### **Intellectual Property and Content**

All materials, content, and resources provided by the Trainer during the Workshop, including but not limited to workflows, techniques, presentations, handouts, and digital content, are the intellectual property of the Trainer and shall not be reproduced, distributed, shared, or used in any way without the Trainer's content, materials, workflows, techniques, or resources for commercial purposes or in any way that infringes upon the Trainer's intellectual property rights without the Trainer's explicit written permission.

The Trainer retains all copyrights and intellectual property rights to the content, materials, workflows, techniques, or resources provided during the Workshop.

Where any video education is planned, delivered or discussed, you must not create video content for the purpose of, or to act as a resource on, education on or around photography, editing or business for a minimum of 5 years from the last day of the Workshop.

Any unauthorized disclosure or use of confidential information may result in legal action and damages.

### **Cancellation Policy**

The retreat payments are transferrable upon the organisers approval but are non-refundable, except in the case of emergencies.

In the case of emergencies (including but not limited to contracting Covid-19), a partial refund will be available.

A refund for emergencies is up to our discretion but will require evidence.

You are strongly advised to take out cancellation insurance with specific Covid-19 cancellation and curtailment provision.

If you leave the retreat for any reason after commencement we are not obliged to make any refunds for unused services.

### **Your details**

To confirm your booking you must provide all requested details. Details needed are full name as per passport, date of birth, nationality, gender, and any pre-existing medical conditions. A minimum age of 18 is usually required and maximum age can be discussed due to the physical demands of our type of travel. Medical evidence of fitness to travel this itinerary must be provided if requested or if you have a pre-existing medical condition. We reserves the right to decline a booking at our discretion without further consultation.

### **Fitness Level**

You must satisfy yourself prior to booking that you are fit and able to complete the itinerary of the retreat. Generally a moderate level of fitness will make your trip more enjoyable. Consider there will be bushwalking on uneven surfaces, beach photoshoots with soft sand and expect to walk steps and staircases. Consult your doctor prior to travel for all travel needs medically. Please supply own medical needs and first aid kit.

### **Cancellation by Us**

We may cancel a trip at any time at which you will receive a refund for the trip but we are not responsible for any incidental expenses incurred as a result of your booking such as visas,

vaccinations or non-refundable flights. Insurance which includes incidental expenses is highly recommended.

### **Prices and Surcharges**

Surcharges may apply due to unfavourable changes in exchange rates, local operator costs, taxes, itinerary alterations or suchlike.

### **Passport & Visas**

Correct documentation is your responsibility. You must have a valid passport and have all the appropriate visas, permits and certificates. Refusal of entry to a country due to incorrect documentation will be your responsibility. Note that you may need minimum validity to enter Italy.

### **Itinerary**

Travel requires flexibility so please allow for alternatives and is subject to change to suit other factors. We reserve the right to make these decisions as are necessary and that any incidental expenses due to this will be your responsibility.

### **Leader Decisions**

All participants must comply with the group leader's decision and must not interfere with the well-being and safety of the group. Failure to do this may cause you to be asked to leave the trip immediately with no right to refund. You must comply with laws, customs, foreign exchange and drug regulations of the hosting country.

### **Acceptance of Risk**

Dangers and risks associated with travel have been acknowledged by yourself. Political, cultural and geographical attributes present dangers and physical challenges different to your daily lives. Please acquaint yourself with the problems that may arise and accept the personal risk involved.

### **Limitation of Liability**

We are not responsible for the acts and omissions for any third party used to assist in the running of our events.

### **Optional activities**

Activities not included in the trip, even if your group leader helps to arrange these activities, render us not liable for them in any way. If you wish to undertake higher risk activities such as horse riding, hot air ballooning, camel rides, bike riding, rafting or the like, they will need to be covered by your own travel insurance.

### **Claims and Complaints**

Please inform your group leader at the time of complaint so as the matter can be rectified with any further complaint put in writing within 30 days of the end of the trip. It is our aim to provide

you with an experience of a lifetime in a positive environment so please seek advice from your leader rather than burdening other members of our travel group.

### **Group Size**

A minimum number of people must book to make the retreat viable. If this is not reached then the retreat will be cancelled or rescheduled. A full refund will be provided should we cancel the retreat. We recommend waiting until the event is confirmed prior to booking any travel.

### **Personal Conduct Policy**

The entire retreat will be held in English. In the spirit of inclusiveness, we require all participants to communicate with English.

Every participant and instructor/leader, has the right to feel safe and included. As such, you are expected to behave with courtesy and consideration for others. Violence, bullying, verbal intimidation and offensive behaviour are not acceptable. We reserve the right to remove any person breaking this code of conduct from the retreat and we are not obliged to make any refunds for unused services.

Please note that you may also be liable for damages.

### **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Australia and South Australia.

Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of South Australia and Australia.

I have read, understood, and agree to be bound by the terms and conditions stated in this Student Agreement. I acknowledge that I am participating in The Retreat voluntarily and that I have had the opportunity to seek legal advice regarding this Agreement.

**Event Name:** *The Pet Photographers Retreat - Australia Edition*    **Location:** *South Australia*

**Event Primary Venue:** Waverley Estate, Port Elliot

**Event Date:** 03/05/2024 until 08/05/2024

**Attendee's Name:**

**Signed:**

**Date:**

*Please upload the signed Student Agreement to the confirmation form within 7 days.*