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# EXPRESSIVE PHOTOGRAPHY LIMITED

# TERMS & CONDITIONS

**Effective from: 3rd November 2026**

These Terms & Conditions apply to photography workshops, tours, retreats, products and services supplied by **Expressive Photography Limited**, referred to in these Terms as **"Expressive Photography", "EP", "we", "us" or "our"**.

Expressive Photography Limited is a company registered in Scotland under company number **SC652119**.

Website: **https://expressive.photography**
Email: **noreply@expressive.photography**

These Terms should be read together with the description of the particular workshop, product or service you are purchasing, your booking confirmation and any specific written information we provide to you.

Where applicable law gives you rights which cannot legally be excluded or restricted, those rights take priority over these Terms.

## PART ONE-PLAIN-ENGLISH SUMMARY

We want our Terms & Conditions to be clear rather than buried in legal language.

The following is a summary of the most important points. The detailed Terms which follow form the full contract.

### Booking a workshop is a financial commitment

Our photography workshops operate with very small groups. Once we accept your booking, we begin planning and making financial commitments on the basis that you will attend.

Your booking therefore represents a genuine financial commitment by both you and Expressive Photography.

The usual workshop deposit is **£1,000 per participant**, although the amount stated on the individual workshop page will apply.

Your place is confirmed once we have accepted your booking and received the required deposit.

## Final payment

Unless a workshop states otherwise:

- the final invoice is normally issued approximately **90 days before the start of the workshop**; and
- the outstanding balance is payable **within 14 days of the invoice date**.

If you book within 90 days of departure, full payment will normally be due when your booking is accepted.

## If you cancel

If you cancel your booking, our standard cancellation charges are:

| Notice before workshop starts | Standard cancellation charge |
|---|---|
| More than 90 days | Normally the deposit |
| 61–90 days | 50% of the total workshop price |
| 60 days or fewer | 100% of the total workshop price |

Your deposit forms part of, rather than being additional to, the applicable cancellation charge.

These charges reflect the fact that our financial commitments increase substantially as the workshop approaches and the likelihood of replacing a participant decreases.

We will not use cancellation charges to recover the same loss twice.

If we successfully resell your place, or your cancellation genuinely saves us costs, we will take that into account when calculating the final amount retained.

## Personal circumstances

Your personal inability to attend does **not** mean that Expressive Photography has cancelled your booking.

If you cancel because of:

- illness;
- injury;
- family circumstances;
- bereavement;
- work commitments;
- financial circumstances;
- inability to obtain childcare, dependant care or pet care;
- problems with independently arranged travel;
- passport or visa problems for which you are responsible; or
- another personal reason,

our normal cancellation terms apply.

This is one of the reasons why appropriate travel and cancellation insurance is important.

## Insurance

For residential and international workshops, appropriate travel and cancellation insurance is a condition of participation.

Your insurance should provide suitable cover for cancellation, medical treatment, emergencies, travel disruption, personal belongings and photographic equipment where appropriate.

**Choosing not to obtain appropriate insurance does not transfer the financial consequences of your cancellation to Expressive Photography.**

The fact that an insurer refuses your claim, or that you purchased insufficient insurance, does not create an additional obligation for Expressive Photography to refund you.

## Physical requirements

Our workshops are active outdoor photography experiences.

Unless a particular workshop is expressly described otherwise, you should be capable of:

- walking several miles;
- walking over rough, uneven and sometimes steep terrain;
- negotiating rocks, steps, slopes, beaches and unmade paths;
- carrying your own camera bag, camera equipment and tripod;
- carrying any clothing, water, food and personal equipment required for the outing; and
- participating independently without requiring regular one-to-one physical assistance.

The individual workshop page will give more specific information about the expected Activity Level.

Our instructors will naturally provide reasonable occasional assistance where appropriate.

However, our workshops do not include personal care, continuous one-to-one mobility assistance or porterage.

**Our responsibility is to the group as a whole.**

## Accessibility and reasonable adjustments

If a disability, medical condition, injury, mobility limitation or other circumstance may affect your ability to participate, please tell us before booking or as early as possible.

We will consider reasonable adjustments and practical ways of helping you participate.

The physical requirements relate to what the workshop involves, not to someone's age, appearance, body size or disability.

## Weather and itineraries

Landscape photography depends on weather, light, access, tides, road conditions and the natural environment.

Itineraries are therefore intentionally flexible.

We may change locations, timings, routes or activities where this is appropriate for safety, weather conditions or photographic opportunity.

We cannot guarantee particular weather, light, aurora, snow, wildlife, waves, tides, colour or photographic conditions.

## Group workshops

These are small-group photography workshops, not private one-to-one guiding services.

We will give every participant substantial attention, but no participant is entitled to monopolise the workshop leader's time.

Participants are also responsible for their own personal arrangements and companionship during free time.

## Behaviour

Everyone on a workshop has the right to be treated respectfully.

Serious or persistent abusive, threatening, discriminatory, aggressive, unsafe or disruptive behaviour may result in a participant being excluded from an activity or, in serious circumstances, required to leave the workshop.

## Your statutory rights

Nothing in these Terms removes any legal rights which cannot lawfully be excluded.

# PART TWO-PHOTOGRAPHY WORKSHOPS, TOURS AND RETREATS

### 1. The Contract

A contract is formed between you and Expressive Photography when:

1. you submit a booking;
2. you have been given the opportunity to review these Terms & Conditions;
3. you agree to the Terms as part of our booking process;
4. we accept your booking; and

5. we receive the required deposit or other agreed payment.

Payment of your deposit confirms your acceptance of the booking and these Terms & Conditions.

The contract includes:

- these Terms & Conditions;
- the relevant workshop webpage;
- the stated Activity Level and physical requirements;
- the stated inclusions and exclusions;
- your booking confirmation;
- your invoice; and
- any subsequent amendment specifically agreed in writing.

If a workshop page contains specific information which differs from a general provision in these Terms, the specific workshop information will normally take precedence in relation to that workshop.

Nothing in this clause overrides a statutory consumer right.

## 2. Booking on Behalf of Other People

If you make a booking for more than one person, you confirm that you are authorised to make that booking.

You are responsible for ensuring that every participant receives the relevant:

- Terms & Conditions;
- workshop information;
- Activity Level;
- physical requirements;
- insurance requirements; and
- other important pre-departure information.

Each participant remains responsible for satisfying the requirements applicable to participation.

Where reasonably practicable, we may ask individual participants to confirm relevant information directly.

## 3. Minimum Age

Participants must normally be at least 18 years old.

Participation by anyone under 18 requires our prior written agreement and an accompanying responsible adult.

## 4. What Is Included

The individual workshop page will state what is included in the workshop price.

Depending upon the workshop, this may include:

- photography tuition;
- accommodation;
- local workshop transportation;
- guiding;
- some meals;
- entrance fees;
- location permits; and
- other specifically stated services.

The description on the individual workshop page forms part of your booking contract.

## 5. What Is Not Included

Unless specifically stated otherwise, the workshop price does not normally include:

- flights;
- transport to the stated workshop meeting point;
- onward travel following the workshop;
- passports;
- visas;
- vaccinations;

- travel insurance;
- medical costs;
- alcoholic drinks;
- personal purchases;
- excess baggage;
- photographic equipment;
- optional activities;
- additional meals not stated as included;
- personal taxis or transport;
- single-room supplements unless specified; or
- anything not expressly identified as included.

You are responsible for checking the individual workshop description before booking.

## 6. Workshop Prices

The price shown on the relevant workshop page applies to the booking unless we agree otherwise in writing.

Prices may be quoted in Pounds Sterling, US Dollars, Euros or another clearly identified currency.

Where you make payment in a different currency, you are responsible for any currency-conversion charges or bank fees.

We must receive the full invoiced amount.

Once your booking has been accepted, we will not arbitrarily increase your workshop price.

If circumstances arise where a material price change is proposed, we will explain the reason and respect any cancellation or other rights available to you under applicable law.

## 7. Deposit

The deposit required will be stated on the relevant workshop page.

Unless stated otherwise, the standard deposit is:

**£1,000 per participant.**

The deposit reserves one of a limited number of workshop places and allows us to begin making commitments on the basis that you will attend.

The deposit is credited towards the total workshop price.

It is not an additional fee.

If you subsequently cancel, the deposit is taken into account when determining the applicable cancellation charge under Section 11.

## 8. Final Payment

Unless specifically stated otherwise:

- we normally issue the final invoice approximately **90 days before the workshop begins**; and
- the balance is due **within 14 days of the invoice date**.

This will normally result in full payment being received approximately 75 days before the workshop starts.

There is no requirement for us to provide a 30-day payment period where a different payment date has been agreed as part of the booking.

If you book within 90 days of the start date, the full workshop price will normally be payable when we accept your booking unless we agree another arrangement in writing.

## 9. Late Payment

If payment is not received by the stated due date, we will normally contact you and give you a reasonable opportunity to remedy the missed payment.

If the outstanding amount remains unpaid after that opportunity has been given, we may treat your booking as cancelled by you.

The cancellation provisions in Section 11 will then apply.

This means that allowing a booking to lapse through non-payment does not provide a way of avoiding an otherwise applicable cancellation charge.

## 10. Cooling-Off Period

Photography workshops take place on specified dates or during specified periods.

You should therefore **not assume that an ordinary 14-day online-shopping cooling-off period applies to a dated workshop booking**.

Where applicable consumer law provides a cancellation or cooling-off right for a particular booking, we will respect that right.

Otherwise, cancellation is governed by the provisions below from the point at which your booking is accepted.

## 11. CANCELLATION BY YOU

You may cancel your booking at any time by notifying us in writing.

Email cancellation should be sent to:

**noreply@expressive.photography**

Your cancellation takes effect when we receive your written notification.

Because our workshops involve very small groups, significant advance planning and substantial fixed commitments, cancellation may result in a financial charge.

Our standard cancellation charges are as follows.

### More than 90 days before the workshop starts

The standard cancellation charge will normally be the **deposit**.

### Between 61 and 90 days before the workshop starts

The standard cancellation charge will normally be:

**50% of the total workshop price.**

### 60 days or fewer before the workshop starts

The standard cancellation charge will normally be:

**100% of the total workshop price.**

### Deposits already paid

Your deposit is credited against the cancellation charge.

It is not charged in addition to it.

### Outstanding cancellation charges

Where the applicable cancellation charge exceeds the amount you have already paid, the balance of the cancellation charge remains payable.

For example, failure to pay a final invoice does not limit your liability to the original deposit if you have already entered a cancellation period in which a larger cancellation charge applies.

## 12. Why Cancellation Charges Increase

Our workshops typically involve substantial expenditure and commercial commitments before the workshop starts.

These may include:

- accommodation;
- accommodation deposits;
- instructors' travel;
- flights;
- vehicle hire;
- local transportation;
- drivers;
- guides;
- permits;
- location costs;
- administration;
- staff time;
- advance bookings; and
- other fixed costs shared between a very small number of participants.

As the workshop approaches, our ability to replace a cancelled participant also reduces substantially.

The standard cancellation schedule reflects this increasing financial exposure.

## 13. Mitigation and Resale of Your Place

We will not seek to recover the same financial loss twice.

Where reasonably practicable, we may try to resell a cancelled place.

We do not guarantee that a replacement participant can be found.

Where we successfully resell your place, the amount ultimately retained from you will take account of:

- income received from the replacement participant;
- any discount reasonably required to resell the place;
- non-recoverable expenditure already incurred;
- additional costs caused by the cancellation;
- administration reasonably required to process the cancellation and replacement; and
- costs genuinely saved because you are no longer attending.

If your place is resold at the full price and our financial loss is substantially reduced, your cancellation charge will be reduced accordingly.

Where a replacement place is sold at a discount, the difference between the original and replacement prices may form part of our loss.

We are not obliged to resell a cancelled place at an unreasonable discount merely to reduce your cancellation charge.

## 14. PERSONAL REASONS FOR CANCELLATION

If you are unable or choose not to attend because of your personal circumstances, this is treated as a cancellation by you.

Personal circumstances may include, without limitation:

- illness;
- injury;
- illness or injury affecting a family member;
- illness or injury affecting a travelling companion;
- bereavement;
- changes in family circumstances;
- work commitments;
- business commitments;

- financial difficulties;
- relationship changes;
- childcare problems;
- inability to arrange care for a dependant;
- inability to arrange care for a pet;
- inability to obtain a dog-sitter or other pet care;
- passport problems for which you are responsible;
- visa or immigration problems for which you are responsible;
- independently arranged flight disruption;
- missed independent transport;
- changes to your personal travel arrangements;
- deciding that you no longer wish to travel;
- deciding that the workshop no longer suits you; or
- another personal circumstance which prevents you from attending.

These circumstances may be genuinely unfortunate, but they do not mean that Expressive Photography has cancelled your booking.

They therefore do not automatically create a right to a full refund.

The normal cancellation provisions apply unless applicable law gives you a specific additional right.

## 15. TRAVEL AND CANCELLATION INSURANCE

Appropriate travel and cancellation insurance is a condition of participation in our residential and international photography workshops.

You should arrange appropriate insurance **as soon as your booking is confirmed**.

Your policy should be appropriate for your circumstances, destination and the activities involved.

It should normally provide suitable cover for:

- cancellation;

- illness;
- injury;
- bereavement;
- emergency medical treatment;
- medical evacuation where appropriate;
- repatriation where appropriate;
- travel disruption;
- curtailment;
- baggage;
- personal belongings;
- personal liability; and
- photographic equipment.

You are responsible for checking:

- the amount of cover;
- policy excesses;
- exclusions;
- age restrictions;
- existing medical-condition provisions;
- activity restrictions;
- geographical coverage; and
- the value of photographic equipment insured.

A standard travel policy may not provide sufficient cover for professional or high-value photographic equipment.

We may ask you to confirm that suitable insurance is in place.

## 16. Insurance Does Not Change Our Cancellation Terms

**Choosing not to obtain suitable insurance does not transfer the financial consequences of your cancellation to Expressive Photography.**

Similarly, the following do not create an obligation for Expressive Photography to refund money which is properly due under these Terms:

- choosing not to insure;
- forgetting to arrange insurance;
- buying inadequate insurance;
- buying a policy which excludes your circumstances;
- failing to disclose something to your insurer;
- your insurer rejecting a claim; or
- your insurer paying less than your financial loss.

Any refund due from Expressive Photography will be determined by our contract with you and applicable law.

It is not determined by the outcome of your insurance claim.

## 17. NO-SHOWS, LATE ARRIVAL AND EARLY DEPARTURE

If you:

- fail to attend;
- arrive late;
- miss part of the workshop;
- voluntarily leave early; or
- are unable to reach the workshop because of independently arranged travel problems,

you are not automatically entitled to a refund for unused services.

Where relevant, genuine cost savings and applicable statutory rights will still be taken into account.

You should ensure that your insurance covers appropriate travel disruption and curtailment risks.

## 18. TRANSFERRING YOUR PLACE TO ANOTHER PERSON

If you are unable to attend, contact us as early as possible if you wish another person to take your place.

A replacement participant must:

- satisfy the physical and other requirements of the workshop;
- accept these Terms & Conditions;
- provide the required participant information;
- obtain appropriate insurance; and
- comply with any supplier requirements.

You will be responsible for reasonable additional costs arising directly from the transfer, such as supplier name-change charges.

Your booking remains your responsibility until the replacement has been accepted by us and any required payment arrangements have been completed.

Where applicable law provides a statutory right to transfer a booking, those rights will take precedence.

## 19. CANCELLATION BY EXPRESSIVE PHOTOGRAPHY

We reserve the right to cancel a workshop where there is a genuine and reasonable need to do so.

Examples may include:

- failure to reach the stated minimum number of participants;
- serious illness or incapacity affecting essential personnel where no reasonable replacement is available;
- closure of essential destinations or facilities;
- severe safety concerns;
- serious travel restrictions; or
- circumstances outside our reasonable control which make performance impossible or materially unsafe.

Where we cancel a workshop and you are not at fault, we will refund workshop payments to which you are entitled under the contract and applicable law.

Where required by law, additional statutory rights will also apply.

## 20. Independently Arranged Travel if We Cancel

Unless we expressly included them in your booking, flights and other travel arrangements which you purchase independently are not supplied by Expressive Photography.

If we cancel a workshop, we will not normally be responsible for the cost of independently booked:

- flights;
- hotels;
- car hire;
- rail travel;
- ferries; or
- other personal arrangements,

except where applicable law specifically makes us responsible for such a loss.

This is another reason why we strongly recommend appropriate travel insurance and flexible travel arrangements.

## 21. MINIMUM GROUP SIZE

Our workshops are deliberately small.

Where a workshop requires a minimum number of participants, that requirement may be stated on the workshop page or booking information.

If the minimum is not reached, we may:

- cancel the workshop; or
- propose an alternative arrangement.

You will not be required to accept a materially different arrangement which applicable law allows you to reject.

Where we cancel because the minimum group size has not been reached, we will give as much notice as reasonably practicable.

## 22. CHANGES BEFORE THE WORKSHOP

Occasionally it may be necessary to make changes before a workshop starts.

Reasonable changes may include:

- changing accommodation to a suitable alternative;
- changing a vehicle supplier;
- changing a local guide;
- adjusting locations;
- changing the order of the itinerary;
- altering timings;
- changing meal arrangements; or
- substituting a workshop leader where reasonably necessary.

We will not use this clause as a blank cheque to provide something fundamentally different from what you booked.

If a proposed change materially alters an essential part of your booking, we will explain the change and provide any options or rights required by applicable law.

## 23. WORKSHOP LEADERSHIP

Expressive Photography workshops are normally led personally by **Alister Benn**.

On some workshops, Alister may be joined by a co-leader, local guide or other specialist. Any such person may be engaged by Expressive Photography on a subcontracted basis and works in a supporting role.

If Alister becomes seriously ill, injured, bereaved, unable to travel or otherwise genuinely unable to lead the workshop, Expressive Photography will normally either:

- **cancel the workshop; or**
- **offer to reschedule it to a later date.**

We will not normally substitute another instructor in place of Alister and treat that as equivalent performance of the original booking.

If a workshop is cancelled because Alister is unable to lead it, participants will receive any refund to which they are entitled under these Terms and applicable law.

If we offer to reschedule the workshop, you will not be required to accept the alternative date. If you do not accept the rescheduled date, your booking will be treated in accordance with the cancellation and refund rights applicable to a cancellation by Expressive Photography.

The absence or substitution of a co-leader, local guide or other supporting specialist will not normally constitute cancellation of the workshop where Alister remains able to lead it and the essential nature of the workshop is unchanged.

## 24. FLEXIBLE ITINERARIES

Landscape photography cannot sensibly be conducted to a completely rigid timetable.

Our itineraries are designed to respond to:

- weather;
- light;
- tides;
- road conditions;
- snow and ice;
- accessibility;
- local closures;
- safety;
- group circumstances; and
- photographic opportunities.

Workshop leaders may therefore reasonably alter:

- locations;
- routes;
- shooting times;
- meal times;
- departure times;
- the order of locations;
- the duration of a visit; or
- individual activities.

This flexibility is an inherent part of an outdoor landscape photography workshop.

## 25. WEATHER AND PHOTOGRAPHIC CONDITIONS

We cannot guarantee:

- sunshine;
- cloud;
- dramatic skies;
- mist;
- fog;
- snow;
- ice;
- aurora;
- autumn colour;
- wildlife;
- tides;
- waves;
- particular water levels;
- visibility;
- sunrise or sunset conditions; or
- any particular photographic result.

Poor or different weather from that hoped for does not by itself mean that the workshop has not been delivered.

Our role is to use professional judgement and the available conditions to provide the strongest photographic and educational experience reasonably possible.

## 26. ACTIVITY LEVEL AND PHYSICAL REQUIREMENTS

Many Expressive Photography workshops take place in natural outdoor environments.

Terrain may include:

- uneven ground;
- loose rocks;

- rocky beaches;
- sand;
- mud;
- wet grass;
- snow;
- ice;
- steps;
- slopes;
- hills;
- unmade paths; and
- steep or exposed ground.

Weather may include:

- wind;
- rain;
- cold;
- heat;
- snow; and
- rapidly changing conditions.

Each workshop will, wherever reasonably practicable, state an **Activity Level** and describe significant physical demands.

That information forms part of your booking.

## 27. BASELINE PHYSICAL CAPABILITY

Unless the individual workshop is expressly described as requiring less physical activity, participants should normally be able to:

- walk several miles during a day;
- walk for sustained periods outdoors;
- walk over uneven and occasionally steep terrain;

- negotiate normal outdoor obstacles;
- safely use steps and slopes;
- enter and leave workshop vehicles;
- carry their own camera bag;
- carry their own camera equipment;
- carry their own tripod;
- carry necessary clothing, food and water; and
- undertake these activities without requiring continuous physical assistance from the workshop leader.

Some workshops will require substantially more walking than others.

The individual workshop Activity Level should therefore always be read before booking.

## 28. PHYSICAL REQUIREMENTS ACKNOWLEDGEMENT

As part of the booking process, participants may be required to confirm:

**"I have read and understood the physical requirements for this workshop. I confirm that I can meet the stated requirements and participate independently without requiring regular one-to-one physical assistance, or I have contacted Expressive Photography before booking to discuss any reasonable adjustment or accessibility requirement I may have."**

You should not tick this declaration if you know that the workshop requirements exceed your current capabilities without first discussing the situation with us.

## 29. ADDITIONAL REQUIREMENTS

Our booking process may ask:

**"Do you have any medical, mobility, allergy, dietary or accessibility requirements that Expressive Photography needs to know about in order to help you participate safely and comfortably in this workshop?"**

Where you answer Yes, we may contact you separately for further information.

We do not need your complete medical history.

We only need information reasonably relevant to:

- safety;

- participation;
- accessibility;
- dietary needs;
- allergies; or
- considering an appropriate adjustment.

## 30. REASONABLE ADJUSTMENTS

We recognise our obligations towards disabled participants and will consider reasonable adjustments where appropriate.

We encourage anyone who may require an adjustment to contact us as early as possible.

What is reasonable will depend on the circumstances, including:

- the nature of the workshop;
- the location;
- safety;
- practicality;
- available facilities;
- the nature of the adjustment;
- the impact on the participant; and
- the impact on the workshop as a whole.

The purpose of an adjustment is to make reasonable participation possible.

It does not normally require us to transform a small-group outdoor photography workshop into a substantially different service.

## 31. INDIVIDUAL PHYSICAL ASSISTANCE

Our workshop leaders will naturally provide reasonable occasional assistance.

Examples might include:

- offering a hand across an isolated difficult section;
- helping someone briefly over an obstacle;

- helping in unexpected circumstances; or
- responding to an immediate safety issue.

However, a group workshop does **not** include:

- regular carrying of a participant's camera bag;
- regular carrying of a participant's tripod;
- acting as a personal porter;
- continuous hand-holding over terrain;
- continuous one-to-one mobility support;
- personal care;
- continuous supervision; or
- a dedicated personal assistant.

**Our responsibility is to the group as a whole.**

The workshop leader must be able to devote appropriate time and attention to all participants.

One person's need for ongoing individual assistance must not unreasonably deprive the remaining participants of the instruction, access, mobility or experience for which they have also paid.

## 32. IF YOU CANNOT SAFELY UNDERTAKE AN ACTIVITY

If a workshop leader reasonably believes that you cannot safely complete a particular activity without a level of assistance which cannot reasonably be provided, we may:

- adapt your participation where practicable;
- suggest an alternative;
- ask you not to undertake that particular activity;
- ask you to remain at an appropriate safe location; or
- make another reasonable arrangement.

We will act reasonably and take genuine safety issues seriously.

However, except where immediate safety requires it, the workshop leader is not required to abandon the rest of the group in order to provide prolonged one-to-one assistance to one participant.

If your inability to participate results from a limitation which you knew, or reasonably should have known, was inconsistent with clearly stated workshop requirements, this does not automatically create a right to a refund.

Any statutory rights remain unaffected.

## 33. HEALTH AND MEDICAL RESPONSIBILITY

You are responsible for considering whether you are sufficiently fit and healthy for the activities described.

If you are uncertain, you should seek appropriate medical advice before travelling.

You are responsible for:

- bringing any medication you require;
- managing your normal medication;
- obtaining medical advice relevant to travel;
- arranging required vaccinations;
- understanding any health risks associated with your destination; and
- notifying us of relevant circumstances where this is reasonably necessary for your safety or participation.

Workshop leaders are not medical professionals unless expressly stated otherwise.

## 34. ALLERGIES AND DIETARY REQUIREMENTS

Please tell us sufficiently early about relevant:

- food allergies;
- medically required diets;
- vegetarian or vegan requirements;
- religious dietary requirements; or
- other significant dietary needs.

We will make reasonable efforts to communicate these requirements to accommodation providers, restaurants and other relevant suppliers.

In remote locations, not every preference can necessarily be accommodated.

If an allergy is severe or potentially life-threatening, you must tell us clearly and carry any medication prescribed for that condition.

## 35. GROUP NATURE OF THE WORKSHOP

Expressive Photography workshops are small-group experiences.

We aim to provide every participant with meaningful personal attention.

However, booking a group workshop does not create an entitlement to continuous private tuition or exclusive access to the workshop leader.

Participants should allow instructors to distribute their time fairly between members of the group.

## 36. PERSONAL INDEPENDENCE AND FREE TIME

Participants remain responsible for their own personal needs and choices outside organised workshop activities.

Unless expressly included, workshop leaders are not responsible for:

- arranging your personal entertainment;
- providing companionship during free time;
- ensuring that another participant joins you for meals;
- accompanying you when other participants choose not to;
- organising individual social activities; or
- acting as a personal companion.

Where a meal or activity is optional, individual participants may make different choices.

That is a normal part of group travel.

## 37. PARTICIPANT BEHAVIOUR

All participants are expected to behave reasonably and respectfully towards:

- other participants;

- instructors;
- drivers;
- guides;
- accommodation staff;
- restaurant staff;
- local communities; and
- members of the public.

We will not tolerate behaviour which is:

- threatening;
- violent;
- abusive;
- persistently insulting;
- discriminatory;
- harassing;
- deliberately intimidating;
- seriously disruptive;
- recklessly unsafe;
- unlawful; or
- materially detrimental to the experience or safety of the group.

## 38. DEALING WITH UNREASONABLE BEHAVIOUR

Where appropriate, we will first explain the problem and give the participant a reasonable opportunity to correct their behaviour.

However, no prior warning is required where immediate action is reasonably necessary because of:

- violence;
- threats;
- serious harassment;

- serious discrimination;
- dangerous conduct; or
- another serious safety or welfare issue.

Persistent unreasonable behaviour may result in:

- exclusion from a particular activity;
- restrictions reasonably necessary to protect the group;
- removal from workshop transport; or
- in serious cases, termination of the participant's involvement in the workshop.

Where additional accommodation, transport or other expenditure results directly from a participant's serious misconduct, that participant may be responsible for the reasonable additional costs caused by their behaviour.

Any refund entitlement will be determined in accordance with applicable law and the circumstances.

## 39. ALCOHOL AND DRUGS

Reasonable consumption of alcohol during personal time is a matter for individual participants.

However, you must not participate in an activity where alcohol, medication or another substance makes it unsafe to do so.

Illegal drug use is prohibited.

We may prevent participation where we reasonably believe impairment presents a material safety risk to you or others.

## 40. SMOKING AND VAPING

Smoking and vaping are not permitted:

- inside workshop vehicles;
- inside non-smoking accommodation;
- in enclosed shared areas; or
- close enough to other participants to cause unreasonable discomfort.

Participants who smoke or vape should use permitted areas and act considerately.

## 41. SAFETY

Outdoor photography involves inherent risks.

These may include:

- uneven terrain;
- slippery surfaces;
- cliffs;
- roads;
- water;
- tides;
- waves;
- cold;
- heat;
- snow;
- ice;
- wind;
- low visibility;
- wildlife; and
- remote locations.

Workshop leaders will exercise reasonable professional judgement concerning group safety.

Participants must also exercise their own judgement.

You should not undertake something which you believe exceeds your capability simply because another participant chooses to do it.

## 42. FOLLOWING SAFETY INSTRUCTIONS

You must follow reasonable safety instructions given by:

- workshop leaders;

- local guides;
- drivers;
- landowners;
- authorities; or
- other appropriately qualified personnel.

Where you deliberately ignore a reasonable safety instruction, we may restrict or terminate your participation in the relevant activity.

## 43. PHOTOGRAPHY AND AWARENESS OF SURROUNDINGS

Photography can cause people to concentrate intensely on their camera and lose awareness of their surroundings.

You remain responsible for watching:

- your footing;
- traffic;
- cliffs;
- water;
- tides;
- waves;
- weather;
- other people; and
- environmental hazards.

Do not step backwards, move towards an edge or enter unsafe terrain while concentrating solely on a camera or viewfinder.

## 44. TRAVEL DOCUMENTS

You are responsible for ensuring that you have any travel documentation necessary for your journey, including:

- a valid passport;
- visas;

- travel authorisations;
- entry permits;
- vaccination documentation where required; and
- any other documentation required by the destination or transit country.

Requirements can change.

You should verify important entry requirements using appropriate official sources.

If you cannot attend because you failed to obtain documentation for which you were responsible, this will normally be treated as a cancellation by you.

## 45. INDEPENDENT TRAVEL TO THE WORKSHOP

Unless expressly included, you are responsible for reaching the stated workshop meeting point.

We recommend allowing a sensible margin for:

- flight delays;
- weather disruption;
- missed connections; and
- baggage problems.

If your independently booked transport is delayed or cancelled, we will make reasonable efforts to help where practical.

However, this does not transfer the cost of the disruption to Expressive Photography.

You should claim appropriate losses through your transport provider or travel insurer where applicable.

## 46. ACCOMMODATION

Accommodation will be as described in the individual workshop information.

Occasionally a hotel or accommodation provider may become unavailable.

Where reasonably necessary, we may substitute accommodation of a broadly appropriate standard and suitability.

Room type, bed configuration, single occupancy and supplements will depend on the specific booking.

Participants are responsible for paying accommodation providers directly for personal extras which are not included in the workshop price.

## 47. LOCAL TRANSPORT

Where local workshop transport is included, vehicles are selected according to the destination, terrain, group size and availability.

Vehicles may differ from those shown in photographs or previous workshops.

Participants must:

- wear seatbelts where provided and required;
- comply with reasonable driver instructions;
- avoid distracting the driver;
- treat vehicles responsibly; and
- take reasonable care when entering and leaving vehicles.

## 48. PERSONAL PROPERTY AND PHOTOGRAPHIC EQUIPMENT

You are responsible for your personal belongings and photographic equipment.

We strongly recommend appropriate insurance for the full replacement value of expensive equipment.

Expressive Photography is not responsible for ordinary accidental loss, theft or damage to your property unless the loss was caused by something for which we are legally responsible.

Do not assume that equipment left in a workshop vehicle, hotel or other location is insured by Expressive Photography.

## 49. DRONES

Participants must obtain our agreement before using a drone during organised workshop activities.

Drone operation is subject to:

- aviation law;
- local regulations;
- landowner rules;

- environmental restrictions;
- safety;
- privacy;
- weather; and
- the interests of other participants.

Permission to fly on one occasion does not create general permission throughout the workshop.

The drone operator remains responsible for lawful operation.

## 50. THIRD-PARTY SUPPLIERS

We may use independent:

- hotels;
- vehicle providers;
- drivers;
- guides;
- restaurants;
- ferry operators;
- activity providers; and
- other suppliers.

We will exercise reasonable care in selecting and working with suppliers.

We do not attempt through these Terms to exclude responsibility which applicable law places on Expressive Photography for services forming part of our contract with you.

However, where you independently contract with a third party for a service which is not part of your booking with us, that separate contract is normally between you and the third party.

## 51. PROBLEMS DURING A WORKSHOP

If you believe something included in your workshop is materially wrong, please tell the workshop leader or Expressive Photography as soon as reasonably possible.

This gives us an opportunity to:

- understand the problem;
- investigate;
- contact a supplier;
- offer an alternative; or
- correct the issue while the workshop is still taking place.

We cannot sensibly remedy a problem which we are not told about.

However, failure to raise an issue immediately does not automatically extinguish a statutory right which the law otherwise gives you.

## 52. COMPLAINTS

If a matter cannot be resolved during the workshop, please contact us at:

**noreply@expressive.photography**

Please explain:

- what happened;
- when it happened;
- what steps were taken at the time; and
- what outcome you are seeking.

We will consider complaints reasonably and in good faith.

## 53. CIRCUMSTANCES OUTSIDE OUR REASONABLE CONTROL

Events beyond reasonable control may include, depending upon circumstances:

- severe weather;
- natural disaster;
- wildfire;
- flood;
- epidemic;
- serious public-health restrictions;
- war;

- armed conflict;
- terrorism;
- major civil disorder;
- government restrictions;
- border closures;
- major transport disruption;
- road closure;
- widespread industrial action; or
- other unavoidable events.

If such circumstances affect a workshop, we may need to modify, postpone or cancel elements of the booking.

Any refund, alternative arrangement or other obligation will be determined according to:

- the nature of the event;
- what services can still reasonably be provided;
- the terms of the booking; and
- applicable law.

This clause does not remove statutory rights.

## 54. OUR RESPONSIBILITY AND LIABILITY

We will provide our services with reasonable care and skill.

Nothing in these Terms excludes or restricts liability where it would be unlawful to do so.

In particular, nothing in these Terms excludes liability for death or personal injury caused by our negligence.

We do not attempt to exclude responsibility for:

- services which we have contracted to provide;
- our own negligence;
- fraudulent misrepresentation; or

- statutory consumer rights which cannot legally be excluded.

## 55. LOSSES OUTSIDE OUR RESPONSIBILITY

We are not responsible for losses caused solely by circumstances for which we are not legally responsible.

Examples may include:

- a participant's own actions;
- failure to follow reasonable safety instructions;
- failure to obtain required travel documents;
- independently booked travel;
- personal equipment failure;
- normal weather conditions;
- a participant voluntarily missing activities; or
- services separately purchased from another business.

This clause is subject at all times to your statutory rights.

## 56. PHOTOGRAPHIC RESULTS

Photography is subjective.

We do not guarantee:

- particular photographs;
- competition success;
- commercial success;
- publication;
- social-media performance;
- improvement by a specific measurable amount; or
- any particular creative outcome.

Our obligation is to provide the tuition and workshop experience described with reasonable professional care and skill.

## 57. COPYRIGHT IN YOUR PHOTOGRAPHS

Copyright in photographs you create remains yours, subject to ordinary copyright law.

Attending one of our workshops does not transfer copyright in your photographs to Expressive Photography.

## 58. EXPRESSIVE PHOTOGRAPHY TEACHING MATERIALS

Copyright and other intellectual-property rights in our teaching materials remain with Expressive Photography Limited or the relevant copyright owner.

This may include:

- presentations;
- ebooks;
- written materials;
- diagrams;
- handouts;
- videos;
- teaching frameworks;
- course materials;
- workshop notes; and
- other educational content.

Materials supplied to participants are for personal educational use unless we expressly agree otherwise.

You may not reproduce, publish, distribute, sell or commercially exploit substantial parts of those materials without permission.

## 59. PHOTOGRAPHIC LOCATIONS, PROFESSIONAL PARTICIPANTS AND COMMERCIAL USE

Expressive Photography does not claim ownership of public landscapes or photographic locations.

Nothing in these Terms prevents a participant from:

- revisiting a location independently;

- photographing there personally or professionally;
- using photographic techniques or knowledge gained during the workshop;
- developing their own photographic practice;
- producing, exhibiting, licensing or selling photographs created during or after the workshop; or
- carrying out their own independent research into locations which are publicly accessible.

We recognise that some participants are professional photographers, photography educators, guides, workshop leaders or operate other photography-related businesses. Professional photographers are welcome to attend our workshops for their own photography, education and creative development.

However, participation in an Expressive Photography workshop is not intended to provide a commercial scouting, research or development service for a competing photography workshop, tour, retreat or educational product.

If your primary purpose in booking is to research, scout or substantially reproduce an Expressive Photography workshop for your own commercial use, we ask that you disclose this to us before booking.

In particular, participants must not deliberately use information obtained through participation in the workshop to substantially copy or reproduce our non-public commercial planning or intellectual property, including where applicable:

- detailed unpublished itineraries or route planning;
- non-public location research or scouting information;
- proprietary teaching structures, presentations or educational materials;
- confidential business information;
- negotiated supplier arrangements or commercial terms;
- internal costings or pricing information; or
- other non-public information provided in confidence as part of operating the workshop.

This does not prevent a professional photographer from independently developing or operating their own workshops in the same country, region or publicly accessible locations, provided that their product is genuinely the result of their own research, planning, experience and intellectual effort rather than a substantial reproduction of ours.

Where a participant has deliberately misrepresented the purpose of their booking or has used confidential, proprietary or protected information obtained through the workshop for an unauthorised competing commercial purpose, Expressive Photography reserves any rights or remedies available to it under contract, intellectual-property, confidentiality or other applicable law.

The protection provided by this section relates to Expressive Photography's **commercial know-how, confidential information, teaching content and intellectual property**. It does not amount to a claim of ownership over landscapes, public roads, public locations or the general idea of running photography workshops in a particular destination.

## 60. RECORDING WORKSHOP TEACHING

You may take normal personal notes during teaching sessions.

You must obtain permission before making substantial:

- audio recordings;
- video recordings;
- screen recordings; or
- reproductions of presentations

for later distribution or publication.

Personal photographs of ordinary workshop activity are not prohibited by this provision, subject to reasonable respect for the privacy of others.

## 61. PHOTOGRAPHY OF PARTICIPANTS

We may occasionally photograph workshop activity for documentary or promotional purposes.

Where identifiable images are intended for marketing or promotional use, we will handle their use in accordance with applicable privacy and data-protection requirements.

If you have concerns about being photographed, please tell us.

## 62. PERSONAL INFORMATION

We process personal data in accordance with our Privacy Policy and applicable data-protection law.

We aim to collect only information reasonably necessary for:

- administering your booking;
- communicating with you;
- providing the workshop;
- managing safety;
- meeting dietary or accessibility requirements;
- fulfilling legal obligations; and
- operating our business.

## 63. HEALTH AND OTHER SENSITIVE INFORMATION

Information concerning:

- health;
- disability;
- allergies;
- medication; or
- certain accessibility requirements

may require particular care under data-protection law.

For this reason, our main booking form may ask only whether there is something relevant that we need to know.

Where additional information is needed, we may obtain it separately.

Please do not send us extensive medical information which is irrelevant to your participation.

## 64. STATUTORY TRAVEL RIGHTS

Depending upon the precise combination of services included in an individual workshop, particular travel or consumer legislation may apply.

Where applicable law gives you rights relating to matters such as:

- cancellation;
- transfer;
- material changes;

- performance of contracted services;
- refunds;
- assistance; or
- other travel arrangements,

nothing in these Terms removes those rights.

Where there is a conflict between a mandatory statutory right and these Terms, the statutory right takes precedence.

# PART THREE-ONLINE STORE, EBOOKS AND DIGITAL PRODUCTS

## 65. Online Orders

Products displayed on our website are offered subject to availability.

Submitting an order is an offer to purchase.

A contract is formed when we accept the order, normally by:

- sending confirmation;
- taking payment and accepting the order; or
- supplying the product.

We may decline or cancel an order where:

- a product is unavailable;
- there is an obvious pricing error;
- payment cannot be authorised;
- we reasonably suspect fraud; or
- fulfilment would be unlawful.

If we cancel an accepted order after taking payment, we will refund the amount due.

## 66. Prices

Prices will be shown in the applicable currency.

VAT will be dealt with as required by law.

Delivery costs for physical goods will be shown or explained before purchase where applicable.

Customers receiving goods outside the United Kingdom may be responsible for local:

- import VAT;
- customs duties;
- customs charges; or
- handling fees

unless we expressly state that these have been included.

## 67. Digital Products

Digital products may include:

- ebooks;
- PDFs;
- videos;
- downloadable educational material;
- digital courses; and
- other electronic content.

Purchase normally gives you a personal, non-exclusive licence to use the product for your own private use.

Unless expressly permitted, you may not:

- resell the digital file;
- publicly redistribute it;
- upload it to file-sharing services;
- make it available for public download;
- reproduce substantial parts commercially;
- remove copyright notices; or
- distribute copies to unrelated third parties.

Reasonable personal backup copies are permitted.

## 68. IMMEDIATE SUPPLY OF DIGITAL CONTENT

Our ebooks and other downloadable digital products are normally supplied immediately after purchase.

By purchasing a digital product from Expressive Photography, you are requesting immediate access to that content rather than delivery at a later date.

Where applicable consumer law requires express consent before digital content can be supplied during a statutory cancellation period, and acknowledgement that the cancellation right will be lost once supply begins, those statutory requirements will apply.

Once digital content has been supplied or made available for download, any statutory right to cancel may be affected in accordance with applicable law.

Nothing in this section affects your statutory rights where digital content is faulty, misdescribed or otherwise does not conform to the contract.

Expressive Photography may, at its discretion, offer a refund or replacement in appropriate circumstances, but doing so does not create a general contractual right to a refund for digital products once they have been supplied.

## 69. Problems With Digital Products

If:

- a download link fails;
- a file is corrupted;
- you receive the wrong file; or
- there is another genuine technical problem,

please contact us.

We will normally provide a replacement download or another reasonable solution.

Your statutory rights in relation to faulty or misdescribed digital content remain unaffected.

## 70. Physical Products

We may sell physical goods including:

- books;
- photographic publications;

- prints;
- limited editions; and
- other physical products.

We take reasonable care to describe products accurately.

Minor variations in:

- colour;
- paper;
- binding;
- printing;
- packaging; or
- appearance

may occur where they do not materially alter the product described.

## 71. Delivery

Delivery times are estimates unless we expressly agree a guaranteed delivery date.

If there is a significant delay, we will deal with the matter in accordance with applicable consumer law.

Please contact us promptly if:

- an item does not arrive;
- an item arrives damaged; or
- you receive the wrong product.

## 72. Cancellation Rights for Physical Goods

Where statutory distance-selling cancellation rights apply, consumers will normally have the applicable statutory period in which to notify us that they wish to cancel.

Returned goods should be handled with reasonable care.

Unless the goods are faulty or we agree otherwise, the consumer may be responsible for the direct cost of return where permitted by law.

We may make any deduction from a refund which applicable law permits where goods have been handled beyond what is reasonably necessary to inspect them.

## 73. Bespoke and Personalised Goods

Certain goods which are:

- personalised;
- custom-made; or
- made specifically to a customer's requirements

may be excluded from ordinary statutory cancellation rights where the law permits.

Where relevant, we will make this clear before purchase.

This does not remove rights relating to faulty or misdescribed goods.

# PART FOUR-WEBSITE AND GENERAL TERMS

## 74. Website Information

We make reasonable efforts to ensure that commercial information on our website is accurate.

However:

- photographic articles;
- educational material;
- videos;
- opinions;
- reviews; and
- creative commentary

may reflect the judgement and perspective of the author.

Photography is inherently subjective.

## 75. Website Availability

We may modify, update or temporarily suspend parts of the website for:

- maintenance;

- security;
- technical changes;
- content updates; or
- operational reasons.

We do not guarantee uninterrupted website availability.

This does not remove obligations arising from contracts already concluded.

## 76. Website Intellectual Property

Unless stated otherwise, website content is owned by or licensed to Expressive Photography Limited.

This includes:

- text;
- photographs;
- graphics;
- branding;
- logos;
- ebooks;
- videos;
- teaching material;
- illustrations; and
- design elements.

Normal personal viewing and use is permitted.

You may not reproduce or commercially exploit substantial parts of the website without permission.

## 77. Third-Party Websites

Our website may contain links to third-party websites.

A link does not necessarily mean that:

- we control the website;
- we endorse everything on it; or
- we are responsible for its content.

Where you purchase directly from an independent third party, their own contract and terms normally apply.

## 78. Privacy

Our handling of personal information is explained in our Privacy Policy.

The Privacy Policy should be read alongside these Terms.

## 79. CHANGES TO THESE TERMS

We may update these Terms from time to time because of:

- changes in law;
- changes in our business;
- changes to our products or services; or
- improvements in clarity.

The Terms applying to an existing booking will normally be those which formed part of the contract when that booking was accepted.

We will not retrospectively impose materially disadvantageous new terms on an existing customer merely by changing the version on our website.

## 80. WRITTEN COMMUNICATIONS

Where these Terms require something to be provided “in writing”, email is normally sufficient.

Our email address is:

**noreply@expressive.photography**

You are responsible for providing an accurate email address and checking communications relating to your booking.

Please tell us if your contact details change.

## 81. SEVERABILITY
If any individual provision of these Terms is found to be unlawful, invalid or unenforceable, the remaining provisions will continue in effect so far as legally possible.

## 82. NO WAIVER
If either party does not immediately enforce a contractual right, this does not automatically mean that the right has been permanently waived.

## 83. FAIR INTERPRETATION
These Terms should be interpreted reasonably and consistently with applicable consumer law.

They are not intended to:

- impose penalties;
- permit double recovery;
- exclude responsibility which cannot lawfully be excluded; or
- remove statutory consumer rights.

## 84. GOVERNING LAW
These Terms and contracts with Expressive Photography Limited are governed by **Scots law**, subject to any mandatory consumer protections which apply to you.

If you are a consumer living elsewhere, you retain any mandatory rights which applicable law gives you.

Nothing in these Terms is intended to prevent a consumer from bringing proceedings in a court which applicable consumer law permits them to use.

## 85. STATUTORY RIGHTS
Nothing in these Terms excludes, limits or replaces any consumer right or other legal protection which cannot lawfully be excluded.

If a provision of these Terms conflicts with a mandatory legal right, the mandatory legal right takes precedence.

## 86. CONTACT DETAILS

**Expressive Photography Limited**
Company Number: **SC652119**
Registered in Scotland

Website: **https://expressive.photography**
Email: **noreply@expressive.photography**

**Registered Office:** 26 Lewis Street, Stornoway, Isle of Lewis, HS1 2JF, Scotland

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