

Food and Photography Retreats.

Booking Terms and Conditions. Revised May 2021.

These conditions form the basis of our (Niall and Charlotte Benvie, owners of Food and Photography Retreats Ltd.) contract with you, the Client. "Retreat" refers to the combination of services we provide to you when you enter into this contract. Please read these carefully and refer any questions to us before booking.

1. A deposit of 20% of the cost of your chosen Retreat reserves your place and should be made within 5 days of making your online booking. Acknowledgement of receipt of your deposit and confirmation of your booking will follow, at which point a contract will exist between us. Food and Photography Retreats reserves the right to decline any booking without being required to state why. If it does decline and monies have already been transferred, its liability will end with the refund of monies received.

2. A deposit is non-refundable except under these circumstances:

- a. Food and Photography Retreats cancels your Retreat for any reason, including

under-subscription.

- b. You cancel your booking but are able to provide a substitute Client in your place.
- c. You cancel your booking but Food and Photography Retreats receives sufficient bookings so that the tour is over-subscribed by at least one place.

3. The balance of the fee for your Retreat falls due no later than 60 days before its first day. The payment date will be specified when your booking is acknowledged and you will receive a reminder 70 days before the start of the Retreat. If you book within 60 days of the first day of the Retreat, please remit the full amount at the time of booking.

4. If the balance remains unpaid past the 60 days deadline and no formal notification of cancellation has been received we will attempt to contact you. In the event of no payment being made nor compliance with 2 b (above), you will forfeit your booking and lose your deposit.

5. If you wish to cancel your booking more than 60 days before the Retreat, thereby ending your liability for the balance and allowing the possibility a deposit refund (see 2 b and c, above) you should do

so immediately in writing to Food and Photography Retreats. This will come into effect only when received and acknowledged by us.

6. If your final balance has been paid then you find it necessary to cancel, you will not be refunded except under these circumstances:

- a. Food and Photography Retreats cancels your Retreat for any reason, including under-subscription.
- b. You cancel your booking but are able to provide a substitute Client in your place.
- c. You cancel your booking but Food and Photography Retreats receives sufficient bookings so that the tour is over-subscribed by at least one place.

7. To comply with Package Travel Regulations, all monies received from you for your booking by Food and Photography Retreats are held in a Trust account until the Retreat is completed and seven days have elapsed.

8. Between advertising a Retreat and entering into a contract with the Client, Food and Photography Retreats reserves the right to adjust the price (perhaps because of currency exchange fluctuations, taxation or supplier fees), content and change the venue of the Retreat. If these constitute significant deviation from the original offer, Clients will be offered a place on an alternative Retreat

at its advertised price or a chance to cancel their booking without penalty. The owners' liability ends with the full repayment to the Client of their deposit and, if paid, the final balance. No compensation for changes to content or consequential loss will be paid.

9. If currency exchange fluctuations cause a devaluation of the British Pound by more than 20% against the currency of the country in which the Retreat is being run during the 6 months in the lead up to the Retreat, Food and Photography Retreats reserves the right to levy a supplement of 10% of the cost of the Retreat on the Client's fee. You would be notified if this is to happen more than 30 days before the start of the Retreat.

10. Where transfers to and from your accommodation during the Retreat are included in the price, they will be for a specified train or flight. Should you wish to use an earlier or later service, the cost of the transfer will fall upon you and be your responsibility to arrange.

11. You should appreciate that it is sometimes necessary to change aspects of the content of a Retreat once it has begun in response to weather conditions or other factors and that the

published content should be regarded as a guide rather than a contractual obligation.

12. Any grievances you have with the delivery or content of a Retreat and deviation from what was advertised must be communicated *during* the Retreat to the owners in order that they may be addressed there and then. If you don't feel they have been dealt with satisfactorily at the time, you must provide a written statement to arrive with Food and Photography Retreats within seven days of the completion of the Retreat after which point our contract is considered to be at an end.

13. Food and Photography Retreats takes no part in booking or paying for your travel to and from the starting point of the Retreat (typically, an airport or railway station). As such, the owners accept no liability for the cost of travel tickets should it have to cancel a Retreat. You are advised to ensure your travel insurance covers this eventuality.

14. Food and Photography Retreats will not be held liable for loss or additional expense caused, through no fault of its own, by delay or interruption to travel services through weather conditions, pandemics, insurrection, industrial action, strikes, wars, floods or sick-

ness. You should ensure that your travel insurance provides such protection.

15. Food and Photography Retreats treats food allergies and intolerances seriously and provides meals for affected Clients to reflect their condition. That condition, however, must be communicated fully at the time of booking. While Food and Photography Retreats goes to all reasonable lengths to ensure that the constituents of these meals are safe for affected Clients the owners cannot accept responsibility for illness resulting from the action or negligence of third parties, including food packers, restaurants and cafés. While food allergies and intolerances are catered for, the nature of the meal arrangements on Retreats means that food preferences cannot be accommodated to any great extent.

16. Neither Food and Photography Retreats nor its employees are equipped or trained to deal with a medical emergency. In the event of one taking place, we will facilitate speedy access to qualified medical professionals. You are required, at the time of booking, to disclose (only) those medical conditions that may impact on your ability to participate fully in the Retreat. You will then be advised if Food and Photography Retreats judges that

it will be unable to deliver the Retreat content adequately to you and you will then have the option to continue with your booking, accepting the compromises, or receive a full refund, at which point Food and Photography Retreat's liability ends. Clients must take responsibility for provision and self-administration of their own medication.

17. Damage, breakages or loss caused by you to third parties during the Retreat are payable by you directly to the injured party.

18. Goods and services provided by third parties to Clients on behalf of Food and Photography Retreats are subject to the supplier's own terms and conditions and Food and Photography Retreats accepts no liability on their behalf.

19. Food and Photography Retreats does not accept responsibility or liability for death, injury or illness caused to you during a Retreat, unless arising from demonstrable and proven negligence on its part or that of its employees. Any claims shall be subject to Scottish law in respect of the question of liability and all proceedings shall be within the exclusive domain of the Scottish courts.

20. Should you have been acting against guidance, advice or instruction from a Food and Photography Retreat's leader or other

guests or in a way that a reasonable person would judge may put you at risk when death, injury or illness occurred, Food and Photography Retreats accepts no liability.

21. Clients are expected to observe standards of behaviour appropriate to a Retreat and to demonstrate courtesy to those around them at all times. Should a Client's behaviour consistently fail to match these standards, Food and Photography Retreats reserves the right to end the Client's contract there and then. The Client will be refunded for the number of days, pro-rata, they will miss and, with that, Food and Photography Retreat's liability to the Client will end.

22. It is a term of the contract between us that you will obtain the appropriate travel insurance cover before the start of the Retreat and provide us with the policy details at the time of booking. The insurance must cover the loss, expenses and damages arising from, including but not limited to, the cancellation of the Retreat, personal accident and injury, medical and repatriation costs, loss of baggage and personal money and belongings and flight cancellations and delays.

23. While we take all reasonable security precautions, it may on occasion be necessary to leave equipment and other belongings in a locked vehicle for a period of time. Clients do so at their own risk and Food and Photography Retreats accepts no liability for theft that may occur. Clients should be aware that many insurance policies provide only limited cover for theft from an unattended vehicle.

24. Clients are required to ensure that they have the correct visas, certificates, permission and valid passports before departure from home. Difficulties and costs arising from incorrect paperwork are the responsibility of the Client.

25. In light of the on-going risks posed by COVID-19 and its variants, Clients joining Retreats are required to be fully vaccinated (two doses) and are asked to provide evidence of vaccination with their booking form. If they are not fully vaccinated at the time of booking but expect to be fourteen days before the first day of the Retreat, this timetable should be explained and evidence of vaccination provided as soon as it is available.

26. Guests will be asked to observe reasonable measures to minimise risks to themselves and others in the party. This may include using masks in a mini-bus; using hand sanitiser at common entry

points; giving each other adequate personal space; and any other measures Food and Photography Retreats Ltd. deems wise until the threat has diminished to negligible levels.

27. By signing the booking form, you agree to accept all the conditions above. The person who signs the form does so on behalf of all the individuals listed on it, so that all are bound by these conditions



Food and Photography Retreats Ltd is a Scottish- controlled private company, limited by guarantee, number SC596219. Its registered office is:

10 Murray Lane,
Montrose
Angus DD10 8LF
SCOTLAND

VAT Number: GB 331 4337 33.

Contact: Niall and Charlotte Benvie, Les Saumais, Lieu dit Mulnot
58250 SAINT SEINE, France. +44 7898 788 255
office@foodandphotographyretreats.com