

Terms & conditions

These Terms and Conditions govern the supply by JRMGallery Workshops of any services or products ordered by you, whether on the JRMGalleryWorkshops.co.uk ("the Site") or by any other means.

1 Terminology

1.1 In these Terms and Conditions:

1.1.1 "service" includes workshops, 1-2-1 training and any product sold on the JRMGallery Workshops website.

1.1.2 "I", "us", "me" and "the business" mean JRMGallery Workshops, who is providing the Service.

1.1.3 "you" and "Client" mean the person who orders a Service from JRMGallery Workshops.

1.1.4 "the Contract" means your order of a Service in accordance with these Terms and Conditions which I accept in accordance with clause 2.6 below.

2 Enrolling on a JRMGallery Workshop

2.1 When booking a service on the Site, you confirm that you (or the recipient of a Gift Voucher) are an adult aged 18 or over. Under 18's are welcome to attend a workshop but must be accompanied by a participating adult.

2.2 Once you select a workshop that you wish to enrol on, you will then be presented with a selection of dates and a fixed price. It is your responsibility to select the correct date and transfers are not automatically offered for a wrong selection.

2.3 You shall pay for the Service at the time of registration by supplying the shopping cart with your payment details. If you order face-to-face, you may pay by Cash. Either way, payment is due in full before your place on the workshop is confirmed.

2.4 When you submit an order to enrol with a service from me on the Site, you agree that you do so subject to these Terms and Conditions together with and an understanding that service is not transferable.

2.5 Once I have received and verified payment from you, I will confirm that your order has been received by sending you an email at the email address that you provide on your order form.

2.6 My confirmation of your order brings into existence a legally binding contract between us which can only be cancelled by you in accordance with these Terms and Conditions.

2.7 If you discover you have made a mistake with your order after you have submitted it, please contact julianmitchell1965@gmail.com.

2.8 There is no VAT applicable to your order.

2.9 Offers and discounts: Only one offer or discount can be used per purchase.

3 Payment

- 3.1 All Purchase Prices and specifications of Prints are subject to change without notice, except where I have acknowledged your purchase of a service.
- 3.2 Where a customer has benefited from a discount offer, any refundable amounts will be limited to the discounted value.
- 3.3 The Purchase Price payable for services must be paid in advance by:
 - 3.3.1 Payment via the online payment system.
 - 3.3.2 cash or cheque payment made in person.

4 Provision of Service

- 4.1 Each workshop may include more than one location, and transport to and from the locations is the responsibility of the participants.
- 4.2 JRMGallery Workshops are suitable for all abilities including complete beginners.
- 4.3 Each workshop lasts approximately 5 Hours (and unless otherwise specified, each workshop will include a sunrise or sunset).
- 4.4 Food and drink are not included in the workshop prices, so a pack lunch or snacks and something to is recommend.
- 4.5 JRMGallery Workshops does not provide equipment for use on the workshops, so participants are expected to bring a camera, sufficient batteries and memory cards, preferably a wide angle and/or standard lens, and a tripod. Additionally, please bring any filters you may have.
- 4.6 Warm clothing and suitable footwear should be worn.

5 Cancellation

- 5.1 JRMGallery Workshops does not offer customer refunds (subject to clause 2.2). Subject to clause 2.2 above, credit notes can be made so that you can re-book onto another workshop.
- 5.2 Once your order has been accepted, your cancellation rights are limited in accordance with this clause.
- 5.3. Cancelling/Postponing of a Service for which you have enrolled:
 - 5.3.1 JRMGallery Workshops reserve the right to cancel any workshop up to 28 days in advance of the workshop date. In these circumstances, JRMGallery Workshops will endeavour to enrol you onto another workshop, but in the event of this not being possible, a full refund will given.
 - 5.3.2 If the cancellation is out of my control, for example, tutor incapacitation, extreme weather, natural disasters, terrorist events or even lockdowns, we may give the client less than 28 days' notice. Any monies paid towards the cancelled service will be transferable to another date.
 - 5.3.3 JRMGallery Workshops has no control over the weather. If a weather forecast should necessitate a cancellation of a service, JRMGallery will notify you in advance. In the event of such a cancellation, you will be able to enrol for free on another workshop of the same value.

- 5.3.5 Where a service is either; cancelled prior to the event, or adverse weather conditions necessitate an early end to a service already in progress, every effort will be made to allow you to re-book on another available date.
- 5.3.6 JRMGallery Workshops cannot be held responsible for out-of-pocket expenses incurred by the client due to cancellations.
- 5.3.4 Any arranged itinerary needs to be flexible and any circumstances beyond our control can affect the best laid plans.
- 5.3.7 Should the workshop be cancelled by the client less than 28 days before the workshop date the client will be liable for the full cost. Every effort will be made to fill the cancelled place and if this is successful then the booking may be transferred to another workshop.
- 5.3.8 If the client cancels a workshop more than 28 days prior to the workshop, a cancellation fee of £20 will be retained, and the balance will be refunded to the client.
- 5.3.9 Any refunds will be made as soon as possible, but at the very least, within 30 days of the cancellation.

6 Limitation of liability

- 6.1 JRMGallery Workshops shall not be liable to you (whether in contract, or otherwise) in respect of any indirect or consequential losses, damage, costs or expenses, loss of profit, loss of revenue or loss of goodwill suffered by you arising from your use of the Services provided by JRMGallery Workshops.
- 6.2 JRMGallery Workshops total liability to you, whether in contract, or otherwise, shall not exceed the price of the defective or undelivered Service under the Contract. You acknowledge that this is a fair amount given the price of the Service and allocation of risk between you and me.
- 6.3 All clients participate at their own risk and JRMGallery Workshops cannot be held responsible for any injury or damage to you or your property. It is recommended that you obtain a standard holiday or public liability insurance policy to cover themselves against injury, theft, or cancellation.

7 Privacy

- 7.1 Please refer to our separate Privacy Policy, which can be found on the JRMGallery Workshops website.

8 Copyright

- 8.1 With the exception of images submitted by clients, copyright for any images taken by the tutor, and/or present on the JRMGallery Workshops website is owned exclusively by the business.
- 8.2 Copyright is not released upon the purchase of a photographic print.

9 Complaints

- 9.1 The client must communicate any perceived failure in the performance of this contract on the spot to the tour leader thus giving the tour leader the opportunity to achieve a satisfactory solution. Should this not be possible, you should make your complaint known to us in writing within 28 days of the completion of the workshop.

10 General

- 10.1 We shall keep a record of your order and these Terms and Conditions. I advise you to print and keep a copy of these Terms and Conditions, your order and any e-mail or written acknowledgement that I make.
- 10.2 The Contract shall be governed by English law and you hereby submit to the non-exclusive jurisdiction of the English courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.
- 10.3 No failure or delay by me to exercise at any time or for any period of time any term of, or any right under, these Terms and Conditions does not constitute and shall not be construed as, a waiver or that term or right and shall in no way affect my right to enforce or exercise it later.
- 10.4 If any clause in these Terms and Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as the Terms and Conditions shall be capable of continuing in effect without the unenforceable term.
- 10.5 These Terms and Conditions (incorporating the Site Terms, the copyright notice and the Privacy Policy for orders made from the Site), together with price and service details agreed between you and us, contains the entire agreement between you and me in relation to the Contract. These Terms and Conditions apply to the exclusion of any contracts or terms submitted, proposed or stipulated by you.
- 10.6 JRMGallery Workshops has a right to expect that participants on a workshop behave in a respectable and courteous manner during the workshop, towards both the organiser and other participants. Failure to do so may result in being asked to leave the workshop, with no refund given.
- 10.7 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce a term of the Contract.