

## **Terms and Conditions**

Your purchase and acceptance of any image(s) constitutes your consent to and acceptance of the Terms & Conditions set forth below.

### **1 - Copyright**

Events-Horizon owns and retains the copyrights in the images. No copyright license (either express or implied) is granted to the user.

These images are copyrighted and protected under Copyright Laws. All rights reserved. You are purchasing the photo or image only, not the right to use or reproduce the photo. To copy, scan, reproduce, republish, upload, post, transmit, distribute or publicly display any image you will need written permission from Events-Horizon.

The images are provided to the recipient as is. All implied warranties are hereby disclaimed, including, without limitation, the warranties of title, infringement, merchantability, and fitness for a particular purpose. To the extent that images include any trade name, trademark, or service mark owned by a third party, the user is responsible for obtaining appropriate permissions and licenses from such third parties.

You agree to indemnify and hold Events-Horizon including its partners, franchisees and subsidiary companies and their respective director, officers, employees and agents harmless from any and all losses, expenses, damages or costs resulting from any violation of these terms and conditions or your use of the images provided.

This Agreement

a) will be governed by UK law, and supersedes any and all other agreements, understandings, and communications and

b) may only be amended or otherwise modified by a written instrument executed by an authorised representative of Events-Horizon.

No action of Events-Horizon, other than an express written waiver or amendment, may be construed as a waiver or amendment of any of these Terms and Conditions. Should any clause of these Terms and Conditions be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.

We reserve the right to change these Terms and Conditions, prices and information on this website without notice. These conditions set out the

entire agreement between Events-Horizon and you relating to your use of the images.

If you are interested in other uses of the image(s), please [contact us](#) for pricing and specific Use Rights.

## **2 - Privacy Policy**

Events-Horizon is committed to protecting your privacy. Collected information is used to process your orders and personalise your shopping experience. Required information is protected by secure server software. We do not disclose your information through sale, trade, or rent to others. By using the Web site, you consent to the collection and use of this information by Events-Horizon. Any changes to Events-Horizon's Privacy Policy will be posted on this page so you will always be aware of information collected, use, and disclosure circumstances. Events-Horizon welcomes your input. Please email [Customer Care](#).

### **2.1 - Required Information:**

Name, e-mail address, mailing address, daytime phone number, credit card number, and expiration date are required for all orders. This allows us to process and fulfil your order and to notify you of your order status. We may also use the information we collect to occasionally notify you of important functionality changes to the Web site, new services, and special offers we think you'll find valuable.

### **2.2 - Protecting Your Information:**

When placing orders or accessing your account information, we offer the use of a secure serve via our on-line service provider "Everybodysmile". The secure server software (SSL) encrypts all information you input before it is sent to us. Furthermore, all of the customer data we collect is protected against unauthorised access. "Cookies" are small pieces of information that are stored by your browser on your computer's hard drive. Our cookies do not contain any personally identifying information, but they do enable us to provide features such as storage of items in your shopping cart between visits. Most Web browsers automatically accept cookies, but in most cases you can change this option in your Web browser.

### **2.3 - Disclosure of Your Information:**

Events-Horizon's Privacy Policy prohibits selling, trading, or renting your personal information to others. If the Privacy Policy changes to include

trustworthy third parties, we will notify you and offer you the opportunity to refuse to share your information. Also, Events-Horizon may provide aggregate statistics about our customers, sales, traffic patterns, and related site information to reputable third-party vendors, but these statistics will not include any personally identifying information.

## **2.4 – Summary:**

Events-Horizon is committed to protecting your privacy. Collected information is used to make shopping at Events-Horizon possible and to enhance your overall experience. We do not sell, trade, or rent your personal information to others. By using our Web site, you consent to the collection and use of this information by Events-Horizon. Changes to the Privacy Policy will be posted on this page so that you are always aware of information collection, use, and disclosure. Events-Horizon welcomes your input. Please email [Customer Care](#) with comments and questions.

## **3 - Refund Policy**

Since your prints of photos are “one of a kind items”, refunds on photos cannot usually be given other than for damage which has occurred during delivery, where a full replacement can be arranged. However we want to make sure you are completely satisfied, so if there is a problem with your order, please [contact us](#) within 7 days. This does not affect your statutory consumer rights.

Please ensure that you have selected the correct level of insurance cover when placing your order. Replacement of damaged goods can only be made up to the value of the insurance you have selected. If you have any questions regarding your photos or delivery, please don't hesitate to [contact us](#).

## **4 - Use of the Website**

All material contained within the Events-Horizon websites (www.ion-fotodigital.co.uk and www.events-horizon.co.uk) are covered by a disclaimer and protected by copyright laws.

Access to these websites is subject to the following conditions:

### **4.1 – Copyrights:**

Except as expressly stated in this site, no part of this website, including

information, images, logos, photos, and overall appearance of the site, may be copied, republished, broadcast or reproduced in any form whatsoever without the prior written permission of Events-Horizon.

#### **4.2 – Trademarks:**

" Events-Horizon " and the " Events-Horizon " logo are trademarks. All other trademarks and logos used in this website are the trademarks or logos of their respective owners.

#### **4.3 - Links to other websites:**

This website contains links to other websites that are operated by third parties. Events-Horizon does not accept any liability over the content of these third party sites. The existence of these links do not constitute an endorsement of such websites, and your linking to these sites is at your own risk.

#### **4.4 - Content Accuracy:**

Whilst all reasonable efforts have been made to ensure the accuracy of content, no responsibility can be taken for any error or omission.

#### **4.5 - Limitation of Liability:**

Events-Horizon does not guarantee that access to this website will be uninterrupted, that this website will be free from viruses or that this website cannot be tampered with by third parties. This website and the information are provided on an 'as is' basis, with no warranties of any kind whatsoever, either express or implied, including, but not limited to, any warranties or any implied warranties of merchantability or fitness for a particular purpose. Use of this website and the information is entirely at the user's sole risk. In no event will Events-Horizon be liable for any damages whatsoever arising out of or related to this website. Your sole and exclusive remedy for dissatisfaction with this website and/or information is to stop using the site and the information.

#### **4.6 - Modification of the Terms and Conditions:**

Events-Horizon may modify the terms of this agreement. These T&C's are in addition to those found on both of our websites at ([www.events-horizon.co.uk](http://www.events-horizon.co.uk) and [www.ion-fotodigital.co.uk](http://www.ion-fotodigital.co.uk) ) .You agree to periodically review this agreement to be aware of any such revisions. Should the revision be unacceptable to you, you agree to stop accessing either of

these sites. Your continued use of this website following such notification of any such revision(s) shall be deemed as acceptance of and agreement to abide by all such revisions.

## **5. – Cancellation and Exclusivity**

### **5.1- Cancellation:**

Once the Client/Event Organiser has made a booking for a specific time, date and venue, Events-Horizon will not accept any other work from other clients for those times and dates. (b) As a result, once a booking is made, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule. **When a client cancels a booking within 21 working days of any confirmed date, a fee of £250 of the booked time rate will be charged. When a client cancels photography within 14 working days of any confirmed date, a fee of £300 of the booked time rate will be charged.** In addition to this cancellation fee, the client will be charged for any expenses already incurred by Events-Horizon."

### **5.2 – Exclusivity:**

The Client/Event Organiser will give Events-Horizon sole and exclusive rights in supplying and providing events photography (for the purpose of selling photographic prints and other related graphical products and services to the general public) throughout the duration of their organised event. No other commercial enterprise or individual will be allowed to either practice or trade in similar products and services ( at the same time) as those provided by Events-Horizon and their agents. Any and all transgressions of the "Exclusivity Clause" by a third party will rest with the Client/Event-Organiser and as such they will be the ones who bear the responsibility. In this event, a penalty of £250 would be charged to the client/event-organiser by Event-Horizon.

## **6.- Mileage Rates and Other Charges and Expenses**

### **6.1- Mileage:**

Photographic commissions undertaken by Events- Horizon will be offered FREE OF CHARGE to the event organiser except in the following circumstances: 13 (a). A mileage rate of 68p per mile will be charged to all commissions undertaken outside the M25 London Orbital Motorway. If the event generates more than £400 worth of on-site sales (excluding any charity donations) then the mileage rate will not apply. 13 (b). A extra charge of £250 will be made to the event organiser if the event generates

less than £150 worth of on-site sales for Events-Horizon. In addition, a mileage rate of 88p per mile will also be charged on such events, which take place within the M25 London Orbital Motorway. Charges incurred during the commission (such as parking, road tolls and the London Congestion Zone etc) will directly charged to the client account.

### **6.2.- Accidental Damage:**

The event organiser will be responsible for the first £350 excess for any accidental damage caused by their guests to either the equipment or personnel belonging to or employed by Events-Horizon.

### **6.3.- Health and Safety:**

Events-Horizon will retain the right to refuse or cancel a commission on the grounds of Health and Safety, if it has reasonable grounds to believe that its Health and Safety is being compromised by the event organiser. In the event of such a cancellation, the event organiser would be penalised and charged a sum of £250 plus all other charges and expenses incurred by Events-Horizon from attending the event. It is the sole responsibility of the event organiser to both take a risk assessment of their venue and to take reasonable measures to provide a suitable working environment in which Events-Horizon will be able to operate in safety.