

MDH:PHOTOGRAPHY LIMITED

www.mdhphotography.co.uk

Website Terms and Conditions

This agreement applies between any Users of this Web Site you and MDH:PHOTOGRAPHY, the Web Site owner(s). By using this website, you agree to comply with and be bound by these terms and conditions. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately. MDH:PHOTOGRAPHY may change the content, suspend or terminate the availability of any feature of the website at any time.

Definitions

The terms on this agreement have the following meanings

“Content” means any audio, graphics, images, software, text, video, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;

“Service” means collectively any online facilities, tools, services or information that MDH:PHOTOGRAPHY makes available through this Web Site either now or in the future;

“System” means any online communications infrastructure that MDH:PHOTOGRAPHY makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links; “User” / “Users” means any third party that accesses the Web Site and is not employed by MDH:PHOTOGRAPHY and acting in the course of their employment; and “Web Site” means the website that you are currently using mdhphotography.co.uk and any sub-domains of this site (e.g. subdomain.mdhphotography.co.uk) unless expressly excluded by their own terms and conditions.

Intellectual Property

All content on the Website is protected by copyright, and owned or controlled by MDH:PHOTOGRAPHY, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by MDH:PHOTOGRAPHY.

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

You must abide by all copyright notices - IT IS THE LAW - Anyone infringement on this notice will be treated as theft and will be prosecuted. You could gain a criminal record and be fined up to £1000 per incident.

Links to Other Web Sites

The MDH:PHOTOGRAPHY Web Site may contain some links to third party web sites. Unless it is expressly stated, these web sites are not under the jurisdiction of MDH:PHOTOGRAPHY. MDH:PHOTOGRAPHY takes no responsibility for the content of any other web site apart from the content on mdhphotography.co.uk and disclaims liability for any and all forms of loss or damage arising out of the use of them. The presence of a link on mdhphotography.co.uk to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

Links to this Web Site.

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site, mdhphotography.co.uk without prior permission. Deep linking (i.e. links to other pages within the MDH:PHOTOGRAPHY web site) requires the express permission of MDH:PHOTOGRAPHY. To do so please contact MDH:PHOTOGRAPHY and I will be pleased to assist you.

Disclaimers

MDH:PHOTOGRAPHY makes no warranty or representation that the Web Site will meet any other parties' requirements. MDH:PHOTOGRAPHY will make every effort to ensure that the web site meets a satisfactory quality, such that it will be fit for its particular purpose, that it will not infringe the rights of third parties, it will be secure and that all information provided will be accurate. MDH:PHOTOGRAPHY makes no guarantee of any specific results from the use of our web site.

The mdhphotography.co.uk Web Site does not advocate or constitute in any way, advice to users, individuals or third parties where the Content of this Web Site. The web site should not be relied upon when making any decisions or taking any action of any kind.

Web Site Availability

The MDH:PHOTOGRAPHY Web Site is created and displayed “as is” and maintained on an “as available” basis. MDH:PHOTOGRAPHY gives no assurances that the website will be free of errors or mistakes. MDH:PHOTOGRAPHY provides no warranties with regard the maximum extent permitted by the law (implied or expressed) of the fitness for the purpose of Wedding, accuracy of Text, Images, Data, will be compiled to a very satisfactory quality.

MDH:PHOTOGRAPHY accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, Internet Service Providers (ISP) equipment failure, host equipment failure, Internet failure, Telecommunications failures, power failure, natural events, acts of war or legal restrictions and or censorship.

Every effort has been made by MDH:PHOTOGRAPHY to ensure that the terms and conditions on this website strictly adhere to and with the relevant provisions of the ‘Unfair Contract Terms Act 1977’.

Notices

All notices or communications shall be given to MDH:PHOTOGRAPHY either by post to our Premises or by email to mark@mdhphotography.co.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

Jurisdiction and the Law

These terms and conditions and the relationship between you and MDH:PHOTOGRAPHY shall be governed by and construed in accordance with the Law of England, Wales and MDH:PHOTOGRAPHY and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Our Privacy Policy

MDH:PHOTOGRAPHY privacy policy lets you how we intend to deal with your personal information collected on this web site. This privacy policy has been prepared for your protection and MDH:PHOTOGRAPHY would urge you to read our Privacy Policy before using the site or submitting any information, personal or otherwise. We will let our Visitors and authorised customers know about changes to our privacy policy by posting such changes on the Site. However, if we are changing our privacy policy in a manner that might cause disclosure of Personally Identifiable Information that a visitor or authorised customer has previously requested not be disclosed, we will contact the visitor or authorised customer to allow the visitor or authorised customer to prevent the disclosure. By using the MDH:PHOTOGRAPHY web site, you are accepting the privacy policy of this web site. MDH:PHOTOGRAPHY recommends that you review the privacy policy of this web site whenever you visit to ensure that you understand how the personal information that you have provided will be used, and stored. MDH:PHOTOGRAPHY reserves the right to make changes to this policy.

Personally Identifiable Information

MDH:PHOTOGRAPHY will collect personally identifiable information from you for business purposes only; such as your name, postal addresses, email addresses, etc. The information that you provide to MDH:PHOTOGRAPHY is used only in the collation and delivery of the service that you have commissioned. The information provided is used only in the completion of your commission, unless you give MDH:PHOTOGRAPHY express permission to use it in another manner, for example to add you to our mailing lists.

Cookie and Tracking Technology

Cookies are used for a variety of reasons. MDH:PHOTOGRAPHY does not use Cookies to obtain information about the preferences of our Visitors and the services or information they select. We do use Cookies for security purposes to protect our official customers. For example, if an authorised Customer is logged on and the site page is unused for more than 10 minutes, we will automatically log the authorised customer off.

Distribution of Information

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

Data Security

MDH:PHOTOGRAPHY will always keep your personally identifiable information secure. Only employees authorised to have access to your information will be able to gain access.

Updates & Changes

MDH:PHOTOGRAPHY reserves the right to make changes to this policy at any time.