

Jim Cronin  
Memorial Fund



Charity No 1126939

**PHOTOGRAPHY TOUR TERMS & CONDITIONS**

**JANUARY 2018**

Please see below for full terms and conditions relating to this experience. Should you require any further information, do please contact us.

As you are aware, many of the primates at Monkey World have been rescued from situations where they have suffered abuse and neglect and have been exploited by humans for financial gain. As such, Monkey World takes the welfare and protection of their rescued monkeys and apes very seriously and your participation in a photography tour and the right to take photographs of the primates during the tours (the “**Photographs**”) is strictly on the basis of and in accordance with this letter.

**1. Assignment**

You confirm that you will be the sole legal and beneficial owner of the Photographs and the rights, title and interest subsisting in the Photographs. You assign to Monkey World absolutely, with full title guarantee, the following rights throughout the world:

- the entire copyright and all other rights, title and interest in subsisting in the Photographs, of whatever nature, whether now known or created in the future, to which you are now, or at any time after the date of this letter may be, entitled by virtue of the laws in force in England and in any other part of the world; and
- all rights to be identified as the author of the Photographs and all rights to object to the derogatory treatment of the Photographs now or in the future which you may be entitled to,

in each case for the whole term of the copyright and all other rights subsisting in the Photographs including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on or after the date of this agreement.

This assignment shall take effect on the date of this letter or as a present assignment of future rights that shall take effect immediately on the coming into existence of the rights detailed above at which point the rights and ownership of the Photographs shall vest in Monkey World.



## **2. Your use of the Photographs**

The Photographs may be used for your private purposes only and shall not be used for commercial gain or profit. You may display the Photographs at exhibitions where you have Monkey World's prior written agreement to do so and in accordance with such reasonable instructions as Monkey World may direct from time to time including but not limited to ensuring Monkey World is duly recognised.

### **General**

- 2.1 You shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at your cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this letter.
- 2.2 This letter constitutes the whole agreement between us and supersedes all previous agreements between us relating to its subject matter.
- 2.3 Each of us acknowledge that, in entering into this letter, we have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this letter.
- 2.4 Nothing in this letter shall limit or exclude any liability for fraud.
- 2.5 This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales and the courts of England shall have non-exclusive jurisdiction.
- 2.6 You may not sell, re-produce or distribute any images of our primates for any reason at any time either in whole or in part.

### **ADDITIONAL TERMS & CONDITIONS**

- Photographic tours are available for Charity Members and Monkey World – Ape Rescue Centre “Adult Adoptive Parents” only aged 16 years and above. Please note that proof of age may be required.
- All prices are on a per person basis unless otherwise stated. Half day tours cost £95.00 per person, start at 8am, and include a welcome briefing, breakfast and refreshments and then a full 3 hours of photography.
- A maximum of 4 participants only on each photography tour.
- Full payment must be made at the time of booking and is non-refundable, however dates are transferable at no extra cost in the case of inclement weather.
- The data you supply will only be used for the purpose intended and not passed to any third parties.
- The nature of a photography tour at Monkey World is that it requires flexibility and participants must allow for alternatives. For example, the specific towers visited will depend on the prevailing weather and lighting conditions. For this reason, any outline programme must be taken as indicative and not as a contractual obligation.
- Please ensure that all photography equipment has an appropriate strap on it.

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## **ADDITIONAL TERMS & CONDITIONS continued**

- If you have a complaint about the tour, you should make it known at the earliest opportunity and we will endeavour to resolve it. Any outstanding complaint that is not resolved during the trip should be notified to us in writing within 10 days of the end of the tour.
- Gift vouchers for photographic tours are available to purchase, however vouchers will expire within 12 months of initial booking and due to demand extensions are not available.
- Please wear clothing suitable for all weather, including long trousers and walking boots.
- Accompanying guests must pay to enter the park and may not enter the park until the normal opening time of 10am.
- Participants on the Photography Tours may only take photographs from the viewing towers or the public areas.
- Lunch is reserved for the Photography Tour participants. It is not possible to reserve lunch for accompanying guests and they should be advised that they may need to queue for food at busy times.
- Accompanying guests will not be permitted access to the towers or any part of the tour.
- The timetable for Photography Tours has been devised in order to allow as much time as possible on the viewing towers, whilst not detracting from the running of the park. It is not, therefore, possible to change any of the activities that are on offer.
- A reasonable level of fitness is required to take part due to the number of steps involved in accessing the viewing towers.
- If you suffer with vertigo, or any fear of heights, we recommend that you do not participate in the photographic tours.
- If you are affected by a medical condition, which may affect your or other people's enjoyment of the Photography Tour, you must advise us of this at the time of booking.
- All photographic tours are subject to change if circumstances dictate, such as bad weather or emergency maintenance work. It may be necessary to alter the activities without notice, however we will always do our best to offer an alternative.
- Monkey World - Ape Rescue Centre reserves the right to close all or parts of the park as necessary. Refunds cannot be given in these circumstances.
- If for any reason we are unable to run a tour, we will offer the opportunity to re-book.
- If you opt to reschedule and re-book a tour, our terms and conditions of the original booking still apply to the renewed tour date.
- No refunds are available for Photographic Tours Gift Certificates.
- You are responsible for your own insurance and the insurance of your own personnel equipment during the tour.
- Should any personnel items be accidentally dropped into any enclosure while on a viewing tower, please consider them lost. It is unlikely that any item dropped will be recoverable.
- The Jim Cronin Memorial Fund and/or Monkey World - Ape Rescue Centre are under no obligation to provide compensation and will have no liability for any consequential loss.
- Any injury or medical treatment that a primate needs as a result of dropped items will be charged to the participant.
- Any injury or accident must be claimed against your insurance. Jim Cronin Memorial Fund and Monkey World - Ape Rescue Centre do not accept any liability for any personal injury or accident during a tour, howsoever caused.
- Payment of fees constitutes acceptance of these terms and conditions.