

Florida Villa Network is part of and a trading style of 360 Media Studio Ltd.

Copyright and all other intellectual property rights contained in all images or photographs within the FLORIDA VILLA NETWORK Photo Library are owned by FLORIDA VILLA NETWORK.

The Client agrees that they do not have and shall not have any rights, whether copyright or otherwise, in the Image(s) and that all such rights in the Image(s) are owned by FLORIDA VILLA NETWORK at all times and throughout the world.

Low resolution images may not be downloaded directly from this site for placement in design layouts and are not licensed for use until terms have been agreed by FLORIDA VILLA NETWORK. See [Terms and Conditions](#).

Warning

Infringement of copyright may result in legal action and can also be a criminal offence.

TERMS & CONDITIONS

The Florida Villa Network Photo Library is a rights-managed library specialising in Florida Travel and Tourism photography. The Florida Villa Network Photo Library only supplies images to businesses for commercial use. The Use of images from the Florida Villa Network Photo Library is subject to the terms and conditions set out here and such Use must be licensed. Please read these terms carefully. In making an enquiry for Image(s) on this website you are agreeing to these terms. Please note that your request for Image(s) is not accepted until confirmed by Florida Villa Network in writing in accordance with clause 6 below.

IT IS AGREED AS FOLLOWS:-

1 DEFINITIONS

The following terms shall have the following meanings:-

"FLORIDA VILLA NETWORK Parties" means any and all of FLORIDA VILLA NETWORK, the Florida Villa Network Photo Library and Florida Villa Network websites;

"Client" means the business which submits the Enquiry Form or contacts Florida Villa Network with an image request by phone, fax or email;

"Delivery" and "Delivered" an Image or Images will be deemed to be delivered to the Client or the Nominated Recipient when Florida Villa Network sends that/ those Image(s):

- (i) by email to the email address advised by the Client in the Enquiry Form or as advised by phone, fax or email ; or
- (ii) to the ISDN line advised by the Client in the Enquiry Form or as advised by phone, fax or email; or
- (iii) on CD-Rom/DVD to the postal address advised by the Client in the Enquiry Form or as advised by phone, fax or email.

"Image(s)" means all the images and/or photographs requested by the Client;

"Image Enquiry Form" means the Enquiry Form set out on the Florida Villa Network or any other associated website completed by the Client and submitted to Florida Villa Network setting out the details of the Image(s) required and the intended use of the Image(s);

"Licence" means the licence expressly agreed in writing by Florida Villa Network and the Client during the order process and which vary these terms and conditions;

"Nominated Recipient" means the third party to whom the Client requests that Florida Villa Network Deliver the Image(s);

"Order" means the Client's order for an Image or Images processed by Florida Villa Network in accordance with clause 6;

"Price" means the price of the Image(s) confirmed in accordance with clause 6;

"Territory" means the UK or such other territory as agreed in the Licence;

"Time Period" means the period for which the Licence will operate unless earlier determined in accordance with clause 10 of these terms and conditions;

"Use" means the required purpose for use of the Image(s) as agreed in the Licence.

2 GRANT OF LICENCE

2.1 Unless expressly agreed otherwise, Florida Villa Network hereby grants to the Client a non-exclusive Licence to Use the Image(s) in the Territory for the Time Period.

2.2 It is a condition of these terms and conditions that the Image(s) shall be used only by the Client or Nominated Recipient. It is a further condition of these terms and conditions that the Client or Nominated Recipient destroys any copy or copies of the Image(s) when the Licence has expired. Any multiple Use of the Image(s) must be agreed in the Licence by Florida Villa Network before such multiple Use occurs.

2.3 The client may only use these images for their own personal website or their personal advert on a commercial site; they may not be used or passed on to other websites for use by any other clients or businesses.

2.4 The client may only use these images for their own personal marketing materials for example brochures they may not be used or passed on to any other party for use by any other clients or businesses. Please contact us if you are unsure of usage terms. Not knowing does not mitigate liability for possible costs in breaking usage and copyright rights

3 INTELLECTUAL PROPERTY RIGHTS

3.1 Copyright and all other intellectual property rights in all the images or photographs in the Florida Villa Network Photo Library are owned by FLORIDA VILLA NETWORK and should be acknowledged as follows:

" © FloridaVillaNetwork.com "

3.2 The Client agrees that it does not have and shall not have any rights, whether copyright or otherwise in the Image(s) and that all such rights in the Image(s) are owned by FLORIDA VILLA NETWORK at all times and throughout the world.

3.3 Design and content copyright of and database rights in the Florida Villa Network Photo Library are owned by FLORIDA VILLA NETWORK. All rights reserved.

3.4 Warning: Infringement of copyright may result in legal action and can also be a criminal offence.

4 OWNERSHIP OF PHOTOGRAPHS

Title to all image(s) in the Florida Villa Network Photo Library remains the property of FLORIDA VILLA NETWORK. For the avoidance of doubt, this clause refers to the ownership (and not copyright ownership) of the image(s) in the Florida Villa Network Photo Library. Title to the original photographs, which though held by Florida Villa Network on their premises, also remains the property of FLORIDA VILLA NETWORK.

5 PAYMENT

5.1 Subject to clause 5.2 the Client shall pay the Price to Florida Villa Network within 15 days of the date of the relevant invoice.

5.2 Florida Villa Network reserve the right to request pre-payment from the Client before it releases the Image(s) to the Client or the Nominated Recipient.

6 ORDER PROCESS

6.1 The Image(s) shall only be Delivered to the Client or Nominated Recipient once the following has occurred:

6.1.1 the Client has accepted these terms and conditions;

6.1.2 the Client has completed and submitted the Enquiry Form or submitted the required information by phone, fax or email to the satisfaction of Florida Villa Network;

6.1.3 Florida Villa Network has confirmed the Price and the Licence terms in writing to the Client;

6.1.4 the Client accepts the Price and the Licence;

6.1.5 Florida Villa Network confirms in writing that the Order is accepted; and

6.1.6 the Client pays the Price if pre-payment is requested in accordance with clause 5.2

6.2 If the Client does not accept the Price, these terms and conditions or the Licence, Florida Villa Network will not accept the Order. Save as expressly provided by clause 12, Florida Villa Network will not make further use of the Enquiry Form and the Enquiry Form shall be cancelled without liability of the FLORIDA VILLA NETWORK Parties.

6.3 The Client may cancel the Order provided no use (including any reproduction) of the Image(s) has been made within 14 days of Delivery of the Image(s). If the Client cancels the Order it must destroy or return the Image(s) and all copies of the Image(s) in accordance with clause 6.5. Upon the return or confirmation of the destruction of the Image(s) Florida Villa Network will refund any monies already paid by the Client in accordance with clause 5.2. If the Client does not cancel the Order the Price is payable in full in accordance with clause 5.

6.4 If the Client and/or Nominated Recipient claim that the Image(s) is/are defective in any way, and if Florida Villa Network agrees that the Image(s) is/are defective, Florida Villa Network may offer a replacement version of the Image(s). The Client and/or Nominated Recipient shall be entitled to reject such replacement Image. If the Client and/or Nominated Recipient reject the replacement Image(s) they must destroy or return the Image(s) and all copies of the Image(s) in accordance with clause 6.5. If the Image(s) are defective and the Client and/or Nominated Recipient has rejected the replacement Image(s) and not made any use (including any reproduction) of them the Client shall be entitled to a refund of the Price paid.

6.5 If the Client cancels the Order in accordance with clause 6.3 or the Client and/or Nominated Recipient reject the replacement image provided in accordance with clause 6.3, the Client and/or Nominated Recipient must destroy or return the Image(s), replacement Image(s) and all copies of the Image(s) to Florida Villa Network as follows:

6.5.1 Image(s) Delivered by email or ISDN must be deleted from all Client and/or Nominated Recipient email folders, hard-drives, storage media and servers. The Client and/or Nominated Recipient must confirm to Florida Villa Network that it has destroyed the Image(s) and all copies thereof; or

6.5.2 return the CD-Rom/DVD to Florida Villa Network (together with any copies made).

7 USE OF THE IMAGE(S)

7.1 The Client may Use the Image(s) only in accordance with these terms and conditions and the Licence. Particular attention should be paid to the list of "Dos" and "Don'ts" at clauses 7.4 and 7.5.

7.2 The rights granted by these terms and conditions and the Licence are by way of licence only and no other rights are granted nor shall they be deemed and/or implied to be granted to the Client and/or the Nominated Recipient.

7.3 If the Image(s) are to be supplied to a Nominated Recipient the Client will procure that these terms and conditions and the Licence are adhered to by the Nominated Recipient.

7.4 "Dos"

7.4.1 Unless otherwise agreed in writing, the Image(s) may be reproduced once only in a single publication in a single size with text (if any) in one language only. The Client must request and Florida Villa Network must grant written permission before the Image(s) may be used for any other purposes.

7.4.2 The low resolution watermarked images from the Florida Villa Network Photo Library website may not be used in draft compositional layouts only.

7.4.3 The Client shall supply a copy of relevant pages containing the Image(s) to Florida Villa Network free of charge upon publication. Where the Image(s) appear on a website the Client shall advise Florida Villa Network of the complete website address for the page on which the Image(s) appear.

7.4.4 The Client shall ensure that every printed copy of the Image(s) carries the following acknowledgment:-
"(c) FloridaVillaNetwork.com "

7.4.5 On the expiry of the Licence the Client and/or Nominated Recipient must destroy or return the Image(s), replacement Image(s) and all copies of the Image(s) to Florida Villa Network in accordance with clause 6.5.

7.5 "Don'ts"

7.5.1 The Client or Nominated Recipient must not reproduce, publish, sell, communicate to the public, license or distribute any image(s) or other photographs from Florida Villa Network (i) unless in accordance with these terms and conditions or the Licence or (ii) without prior written permission from Florida Villa Network. Full acknowledgement of the source must be given.

7.5.2 The rights granted by the Licence are personal to the Client and may not be assigned, sub-contracted, transferred or otherwise, nor may any Image(s) submitted to the Client be sold, loaned, transferred or sub-licensed to third parties save for the Use described in the Licence.

7.5.3 Neither the Client nor the Nominated Recipient or any third party shall alter, adapt, modify, manipulate, add to or delete any part of the Image(s) without the prior written consent of Florida Villa Network. Any manipulation of the Image(s) may result in a "derivative work". The copyright in a derivative work will be owned by FLORIDA VILLA NETWORK.

7.5.4 The Client or Nominated Recipient or any third party must not place any images or other photographs from the Florida Villa Network Photo Library or copies of the same on electronic bulletin boards or websites without the prior written permission of Florida Villa Network.

7.6 Florida Villa Network does not grant exclusive Licences to Clients without written prior consent. The Client acknowledges that Florida Villa Network may grant further Licences to other organisations or persons to use and/or reproduce the Image(s) anywhere in the world.

8 INDEMNITY

The Client hereby indemnifies and shall keep indemnified the FLORIDA VILLA NETWORK Parties against all expenses, damages, claims, losses and legal costs howsoever and wherever arising out of any Use by the Client and/or Nominated Recipient of the Image(s). This indemnity shall not extend to any liability directly arising out of FLORIDA VILLA NETWORK's failure to clear any copyrights or obtain a Model Release in its standard form from time to time in respect of the Image in question.

9 LIABILITY

9.1 Subject to clause 9.3, the FLORIDA VILLA NETWORK Parties shall have no liability for any loss of profits, loss of revenue, loss of goodwill, damage to reputation, wasted or lost time or expenditure, or for any indirect or consequential loss howsoever arising.

9.2 Subject to clause 9.3, the FLORIDA VILLA NETWORK Parties' aggregate liability under or in connection with these terms and conditions shall not exceed the Price received by Florida Villa Network for the use of the Images(s) in question.

9.3 Nothing in these terms and conditions shall exclude or limit the FLORIDA VILLA NETWORK Parties' liability for fraud or for death or personal injury caused by their negligence.

10 TERMINATION

10.1 Florida Villa Network may terminate the Licence at any time by giving 7 days' notice in writing to the Client.

10.2 Florida Villa Network may terminate the Licence at any time in writing without notice if the Client or Nominated Recipient is in breach of the Licence.

10.3 The Licence shall terminate automatically if the Client:

10.3.1 is deemed to be insolvent for the purposes of Section 123 of the Insolvency Act 1986, or

10.3.2 enters into any composition or arrangement with or assignment for the benefit of its creditors, or

10.3.3 has a receiver, supervisor, administrative receiver, receiver and manager or administrator appointed in respect of the whole or any part of its assets.

10.4 Any termination of the Licence shall be without prejudice to the rights of the FLORIDA VILLA NETWORK Parties against the Client or Nominated Recipient in respect of anything done or omitted hereunder prior to such termination or in respect of any sums or other claims outstanding at the time of such termination.

10.5 Where the Licence is terminated due to a circumstance other than those set out in clauses 10.2 or 10.3 above then the Client as its sole and exclusive right and remedy shall be entitled to a refund of the Price paid.

10.6 On expiry or other termination of the Licence, the Client agrees and undertakes not to use reproduce or otherwise exploit any Image(s) or copies thereof and to destroy or return all of the Image(s) and copies thereof to Florida Villa Network within 7 days of such termination for any reason whatsoever.

11 VARIATION

The express terms of these terms and conditions as varied by the Licence constitute the entire agreement between the parties. All terms, conditions and warranties implied by law are hereby excluded to the fullest extent permitted by law. No variation of these terms and conditions or the Licence shall be effective unless agreed in writing by both parties.

12 DATA & PRIVACY STATEMENT

The Client agrees that the FLORIDA VILLA NETWORK Parties will retain data about the Client and the Nominated Recipient, including name and contact details. Florida Villa Network will hold personal details securely and will not pass those details to third parties (other than FLORIDA VILLA NETWORK). Florida Villa Network may from time to time send emails or postal information to the Client regarding such things as promotions and discounts. If at any time the Client or Nominated Recipient do not wish to be contacted by Florida Villa Network on behalf of the Florida Villa Network Photo Library please send an email to sales@FloridaVillaNetwork.com

13 INCONSISTENCIES

Where there are any inconsistencies between the Licence and these terms and conditions or the terms and conditions of the FLORIDA VILLA NETWORK website, the Licence shall take precedence.

14 APPLICABLE LAW

These terms and conditions and the Licence shall be governed by and construed in accordance with the laws of England and Wales and the parties shall submit to the jurisdiction of the English Courts.

www.FloridaVillaNetwork.com