

# Terms and Conditions of Use and Sale

Welcome to the website of legendsfilmfestivals.com (the “website”). The website provides access to information about, and sells tickets for, the Racing Lotus Film Festival to you, subject to the conditions set out on this page. It is operated by Michael Oliver, trading as Legends Film Festivals (hereafter referred to as “we” or “our”) Please read these conditions carefully before using the website. By using the website, you signify your agreement to be bound by these conditions.

## Conditions relating to your use of the website

### Privacy

Please read our Privacy Notice, which also governs your visit to the website, to understand our policies.

### Access to the website

We will do our best to make sure that the website will always be available and that transmissions will be free of errors. However, it is not possible to guarantee this. Also, your access to the website may also occasionally be suspended or restricted to permit repairs, maintenance, or the introduction of new facilities or services. We will try to keep this to a minimum.

We reserve the right to refuse access to the website, remove or edit content, or cancel orders at our discretion. If we cancel an order, you will not be charged.

### Licence for website access

We grant you a limited licence to access and make personal use of the website, but not to download (apart from page-caching) or modify it, or any part of it, without our express written permission.

The licence specifically prohibits any resale or commercial use of this website or its contents; any downloading or copying of information for the benefit of another business; or any use of data-mining, robots, or related data-gathering and extraction tools.

This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written permission.

You may not frame or use framing techniques to enclose any logo, or other proprietary information (including images, text, page layout, or form) of legendsfilmfestivals.com and its affiliates without express written permission.

You may not use any meta tags or any other “hidden text” utilising the website’s or its affiliates’ names without the express written permission of legendsfilmfestivals.com. Any unauthorised use terminates the permission or license granted by legendsfilmfestivals.com.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of legendsfilmfestivals.com as long as the link does not portray legendsfilmfestivals.com, or the products or services it offers, in a false, misleading, derogatory, or otherwise offensive matter.

### Your conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

You understand that you, and not legendsfilmfestivals.com, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only.

You must not use the website for any of the following:

- fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- sending, using or re-using any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any “spam”;
- causing annoyance, inconvenience or needless anxiety.

## **Copyright, authors' rights and database rights**

Except where stated, all content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, is the property of Michael Oliver trading as Legends Film Festivals and is protected by United Kingdom and international copyright, authors rights and database right laws.

You may not systematically remove and/or re-use parts of the contents of the website without our express written permission. Specifically, you may not use any data-mining, robots, or related data-gathering and extraction tools to remove (whether once or many times) for re-utilisation of any substantial parts of this website, without our express written permission. Also, you may not create and/or publish your own database that features substantial (e.g. our prices and ticket types) parts of this website without our express written permission.

## **Intellectual property claims**

We respect the intellectual property of others. If you believe that your intellectual property rights have been breached by any part of this site, please contact us.

## **Conditions relating to the sale of tickets to you**

This section deals with conditions relating to the sale of tickets by the website to you.

### **Our contract**

When you place an order to purchase a ticket or tickets from the website, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a ticket or tickets which is accepted by us when we send e-mail confirmation to you that we've received your order (the “Order Confirmation E-mail”). That acceptance will be complete at the time we send the Order Confirmation E-mail to you. Any tickets on the same order which we have not confirmed in an Order Confirmation E-mail to have been dispatched do not form part of that contract.

### **Returns**

Because the event is date specific, tickets cannot be refunded or exchanged unless the event is cancelled. We reserve the right to cancel or abandon the event without notice and without being liable to pay compensation or damages other than at our sole discretion up to a maximum of the ticket price.

### **Availability**

We are unable to list ‘live’ availability information for tickets sold by us on the website. As we process your order, we will inform you by e-mail if any tickets you order turn out to be unavailable.

### **Electronic communications**

When you visit the website or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on the website.

For contractual purposes, you agree to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **Changes to our website or to the terms and conditions of use and sale**

We reserve the right to make changes to our website, policies, and these Terms and Conditions of Use and Sale at any time. You will be subject to the policies and Terms and Conditions of Use and Sale in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

## **Events beyond our reasonable control**

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

## **Governing law and jurisdiction**

These conditions are governed by and construed in accordance with English law. You agree, as we do, to submit to the jurisdiction of the courts of England.

## **Our details**

This website is owned and operated by Michael Oliver trading as Legends Film Festivals, who can be contacted at:

Michael Oliver  
Trading as Legends Film Festivals  
15 Meadow View  
Witney  
Oxfordshire  
OX28 3TY  
United Kingdom

You can also contact us by visiting [www.legendsfilmfestivals.com/contact.htm](http://www.legendsfilmfestivals.com/contact.htm).