

BECA Before Creating Academy Workshops Terms and Conditions

The following terms and conditions (“Terms” or “Agreement”) apply to all companies and or persons or other entities (“you” or “Participant”) that are attending any workshop (“Workshop”) organized by BECA Photos EOOD (“we” or “us”). Please ensure you have read and understand the following:

1. Acceptance of the Terms and Conditions

1.1. Your application to attend a workshop and your submission of a application form ("Application Form") constitutes an offer to us to provide our services in respect of the workshop. Your application will be deemed accepted when you pay the fees for your place in our Workshop and we accept such payment. At that point you are entering into a contract with BECA Photos EOOD (hereafter referred to as “BECA Before Creating Academy” or “BECA”) and you agree to be bound by these Terms. Please refer to all information provided regarding individual workshop details and requirements. Registration and payment to any BECA Workshop will constitute your agreement to the terms and conditions outlined.

1.2. This Agreement applies to all attendees at BECA workshops.

1.3. This Agreement constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Agreement. Any samples, photographs, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or websites, are issued or published for the sole purpose of giving an approximate idea of the Workshop but they shall not form part of the Agreement.

2. Admittance

2.1. A limited number of students will be admitted for each Workshop. Conditions for acceptance will be defined on each workshop description.

3. Fees and Payments

3.1. The fee for the Workshop (“Fee”) will be as stated on the application form and Website for the relevant Workshop.

3.2. Fees are payable in the currency stated. All fees include local taxes.

3.3. Some workshops require a cash deposit to be paid upon completion of the Application Form. This payment does not guarantee a place on the Workshop. In the case that you are not accepted onto the Workshop, you will get a full refund of any Fees paid.

3.4. The remaining balance must be paid within seven days of acceptance onto the Workshop, or you will forfeit your space.

3.5. Fees do not include transport, accommodation or ground expenses unless stated otherwise.

4. Deadlines

4.1. Each Workshop will have its own deadlines for application and payments. These are clearly stated on the Website. Failure to comply with these deadlines will result in potential forfeit of your place.

4.2. BECA will adhere to its own deadlines relating to confirmation of places on any given Workshop, to the best of its ability and subject to the terms of this Agreement.

5. Cancellation and Refunds

5.1. If you decide to cancel for whatever reason, it must be confirmed to us in writing. We will reimburse all the registration costs except for a 10% of the costs for administrative fee, if you inform us of cancellation at least 45 days before the first day of the Workshop. Beyond this time limit, we will charge the following: 50% of the cost if canceled between 44 and 30 days before the Workshop commences. 100% of the cost if canceled less than 29 days before the Workshop commences.

5.2. All Workshops that are commenced but not completed through your fault, act or omission will need to be paid in full.

5.3. We reserve the right to cancel a Workshop if there is an insufficient number of participants. This number will be defined and stated on the Workshop Application Form and Website. Students will be given either a full refund or offered a place with an alternative Workshop. In the event of a cancellation, students will be given at least seven days notice.

5.4. If, under exceptional circumstances, such as health or accident, the instructors are made unavailable we will use reasonable endeavors to replace him/her with another Magnum photographer.

5.5. Participants are solely responsible for travel expenses (transportation, accommodation, etc.) in case the Workshop is canceled. We highly recommend that participants buy refundable tickets and/or travel insurance.

6. Your Obligations

6.1. Participants agree to:

6.1.1. Attend classes regularly and on time.

6.1.2. Ensure you have a sufficient level of spoken and written language skills for the Workshop you are attending. Details of the language of the Workshop are stated on the Website.

6.1.3. Conduct yourself in a professional and courteous manner and refrain from harassing or causing offense or nuisance to us, our staff or other students;

6.1.4. Provide the equipment and materials that we advise you to on the Website or in the Workshop documentation.

6.1.5. Only use any facilities and equipment provided by us during the stated hours for delivery of the Workshop.

6.1.6. You must comply at all times with the health and safety policy of the venue. You must comply with all requests from us or the venue with regard to health and safety and failure to do so will result in you being asked to leave the workshop (in which case no refund will be provided).

6.1.7. You may not bring any equipment or items of a hazardous or dangerous nature to the Workshop.

6.1.8. You shall not cause any damage to any part of the venue of the workshop (including outside areas, and all inside walls, flooring, fixtures and fittings). You are solely liable for any damage caused by you to any such area of the venue and you shall fully reimburse us in relation to any damage so caused.

6.2. If our performance of any of our obligations is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation then:

6.2.1. We shall without limiting our other rights or remedies have the right to suspend performance of the Workshop until you remedy the default, and to rely on your default to relieve us from the performance of our obligations;

6.2.2. We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations;
and

6.2.3. You may be required to reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from your default.

7. Release & Waiver of Liability

7.1. Whilst every reasonable precaution is taken by us to ensure security and safety at the workshop, BECA is not in any way liable (whether in tort or contract or statutory duty) for any loss or damage suffered by you whatsoever in relation to the Workshop including without limitation of any loss and profit, any indirect or consequential loss, save that nothing in these Terms shall be deemed to limit the liability of any person for death or personal injury caused by negligence.

7.2. Participants acknowledge that the views, thoughts, and opinions expressed in the Workshop by the Workshop leaders, photographers, guest speakers, contributors and third-parties belong solely to them, and not necessarily that of BECA or their employer, organization, committee or other group or individual and subject to clause 8.1 we shall have no liability in respect hereof.

7.3. BECA reserves the right to take photographs or videos during the operation of any Workshop or Event or part thereof, and to use the resulting photographs and videos for promotional purposes. By booking a Workshop, participants agree to allow their likenesses to be used for promotional purposes and in media; participants who prefer that their likenesses not be used are asked to identify themselves to BECA staff.

7.4. Participants are required to subscribe to insurance for the duration of the Workshop.

8. Lost, Stolen, Or Damaged Equipment, Books, Prints, Etc.

8.1. You must keep your personal belongings with you at all times and we accept no liability for any damage to, loss of or theft of any of your belongings or other items (camera, lenses...etc) brought to the Workshop by you.

9. Minimum Age Requirement

9.1. BECA workshops are intended for those aged 18 years or older and you warrant that you are 18 or older unless stated otherwise.

10. Travel and Accommodation

10.1. Participants are expected to make their own arrangements regarding travel and accommodation; a list of suitable accommodation options will be provided to successful candidates and we are not responsible in respect hereof.

10.2. Participants must ensure they have the necessary travel documents & relevant visas in order to attend the Workshop. BECA may provide letters of support where necessary.

10.3. Fees do not include transport, accommodation or ground expenses which will be solely your responsibility.

11. Privacy, Data Protection and other Legislation

You agree that BECA may hold and process personal data relating to you (whether or not sensitive) for legal, personnel, administrative and management purposes and may take such data available to any other third parties reasonably required to receive such data in connection with this agreement, and in so agreeing the Company undertakes to fully comply with all applicable data protection legislation.

12. Intellectual Property

12.1. All copyright and other intellectual property rights in or arising out of your images and other materials produced by you during the Workshop shall be owned by you.

12.2. You acknowledge that if any third party intellectual property rights or other rights are included in your images and/or other materials produced by you then you are responsible for obtaining any written licences and/or consents from the relevant licensor.

12.3. All materials supplied by us and the intellectual property therein shall at all times belong to us including the BECA logo and BECA name. You shall not make any use of the BECA name and logo.

12.4. Notwithstanding anything in the foregoing, you shall, if requested by us, enter into a non-exclusive licence to permit us to use one or more of your images on our Website and other digital platforms. A copy of the form of licence is available on request.

13. Confidentiality

13.1. You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you during the Workshop by us or our employees, agents or subcontractors, and any other confidential information concerning our business or services.

14. Force Majeure

14.1. For the purposes of this Agreement, Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes), failure of a utility service or transport network, act of God, war, riot, civil commotion, pandemic, health crisis, malicious damage, compliance with any law or

governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14.2. We shall not be liable to you as a result of any delay or failure to perform our obligations under this Agreement as a result of a Force Majeure Event.

14.3. If the Force Majeure Event prevents us from providing the Workshop for more than eight weeks, we shall, without limiting our other rights or remedies, have the right to terminate this Agreement and cancel the workshop immediately by giving written notice to you. All fee already pay by you to BECA (as defined in article 3.1) must be reimburse by BECA Photos EOOD.

15. Our Obligations

15.1. Subject to the terms of this Agreement we shall provide the Workshop to you in accordance with the specification in all material respects.

15.2. We shall use all reasonable endeavors to meet any dates specified but any such dates shall be estimates only and time shall not be of the essence for the performance of the Workshop.

15.3. We reserve the right to make any changes to the Workshop which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Workshop and we shall notify you in any such event.

15.4. We shall provide the Workshop with reasonable care and skill and we shall at all times observe best practice and safeguarding requirements.

16. Insurance

We shall put in place prior to the commencement of the Workshop the usual insurances as may, in accordance with industry best practice, be prudent or necessary in the circumstances of the production of the Workshop. The policies shall have a scope of cover appropriate to the permitted activities and potential liabilities under this Agreement.

17. Governing Law

17.1. These Terms shall be governed by the Bulgarian Law and hereby submit to the exclusive jurisdiction of the Bulgarian Courts.