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1. Your use of the Website

- 1.1 All material and content contained within the Website is made available for your personal non-commercial use only. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal non-commercial use only. You must not modify the paper or digital copies of any materials that you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequence or any graphics separately from any accompanying text. Any other use of the material and content of the Website is strictly prohibited. If you print off, copy or download any part of our site in breach of these Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 1.2 All copyright, trademarks and all other intellectual property rights in all material or content contained within the Website shall remain at all times owned by us or our licensors. You are permitted to use this material only as expressly authorised by us. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 1.3 If you create, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential and, in particular, you must not disclose it to any third party. If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at info@bridgetheatre.co.uk.
- 1.4 You will use the Website in accordance with all relevant laws.

1.5 You will not:

- copy, reproduce, transmit, transfer, publish, display, distribute, perform, sell, commercially
 exploit, license works from or create derivative works of any material and content
 contained within the Website (other than temporarily in the course of using our booking
 service or as permitted by law);
- (b) modify or alter any part of the Website in any way;



- attempt in any way to gain any unauthorised access to any part of the Website, the server on which the Website is stored or any server, computer or database connected to the Website;
- (d) use the Website or any part of it for any purpose which is illegal;
- (e) link to or use the Website or any part of it for any purpose or in any way which in our opinion: (i) harms or takes advantage of our business or reputation; (ii) is defamatory, offensive or of an obscene or menacing character or may cause annoyance, inconvenience or needless anxiety; or (iii) suggests any form of association, approval or endorsement on our part where none exists;
- (f) upload or transmit through the Website: (i) any material containing computer viruses, macro viruses, trojan horses, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures or good working order of computer or telecommunications equipment; or (ii) any material which, in our opinion, harms our business or is in any way defamatory, offensive or of an obscene or menacing character or may cause annoyance, inconvenience or needless anxiety; or
- (g) use the Website in a manner which: (i) may cause the Website to be interrupted, damaged, rendered less efficient or may in any way impair the effectiveness or functionality of the Website; or (ii) violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);

and you will not assist or facilitate any third party to do so.

1.6 In the event that you have any right, claim or action against any end user of the Website arising out of that end user's use of the Website, you will pursue such right, claim or action independently of and without recourse to us.

2. Website and Terms subject to change

- 2.1 We reserve the right to modify or withdraw, temporarily or permanently and without notice, the Website, any part of it or any permission(s) relating to it.
- 2.2 We reserve the right to change these Terms from time to time. Your continued use of the Website (or any part of it) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether these Terms have been changed. If you do not agree to any change, you must immediately stop using the Website.

2.3 We reserve the right:

- (a) to monitor any activity and content associated with the Website. We may investigate any reported violation of these Terms or complaints relating to the Website and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website); and/or
- (b) to record, preserve, trace and disclose anything which has been transmitted to, from or via the Website where required by law or where we are acting in good faith.

3. Data protection

We will collect, use, store and disclose your personal details in accordance with our privacy policy which can be accessed here.

4. Third-party links, websites and resources

The Website may contain links to websites or resources operated by parties other than us. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the



privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

5. Disclaimers and limitation of liability

- 5.1 Whilst we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy and accept no liability for any loss, damage or inconvenience caused as a result of reliance on such information.
- 5.2 The Website is provided on an "as is" and "as available" basis without any representation or endorsement. Unless specified in separate terms and conditions relating to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the Website, or products or services offered on the Website whether by us or on our behalf (including free software downloads) including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.
- 5.3 Whilst we will use reasonable endeavours to maintain the Website, the Website is subject to change from time to time and we will not be liable to you or any third party if you are unable to use any part of the Website because of a modification, failure, suspension or withdrawal of all or part of the Website for any reason.
- 5.4 Unless specified in separate terms and conditions related to a particular product or service, we make no warranty that the Website or products or services offered on the Website whether by us or on our behalf (including free software downloads) will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server which makes it available or products or services offered on the Website whether by us or on our behalf (including free software downloads) are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the Website.
- 5.5 You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by you.
- 5.6 We shall not be liable in contract, tort (including, without limitation, negligence) or otherwise for any indirect, special, consequential or unforeseeable losses or for any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings) or any loss of goodwill, reputation or business opportunity.

6. Other

6.1 Waiver

No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise by us of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6.2 Severability

Notwithstanding that the whole or any part of any provision of these Terms may prove to be illegal or unenforceable the other provisions of these Terms and the remainder of the provision in question shall remain in full force and effect.

6.3 Entire Agreement



These Terms together with the <u>privacy policy</u> (each as amended from time to time) constitute the entire terms of agreement between the parties relating to their subject matter and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to such subject matter. Each party acknowledges that in entering into a contract to which these Terms apply it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) by any person (whether party to these Terms or not) that is not set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

6.4 Governing Law and Jurisdiction

These Terms, their construction and interpretation and any dispute or claim arising out of or in connection with them, their subject matter or their formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales, provided that we also have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.