



## **TERMS OF USE**

### **(1) Introduction**

These terms of use govern your use of our website; by using our website, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.

### **(2) Licence to use website**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website except for content specifically and expressly made available for redistribution such as our maps/directions, stage/dubbing theatre dimension and plans, mixer CV's, health & safety policy & abstract, stage risk assessment form, fire policy.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

### **(3) Acceptable use**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.



You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications. You must not use our website for any purposes related to marketing without our express written consent.

#### **(4) Limited warranties**

You acknowledge that some of the information published on this website is submitted by users, and that we do not usually review, approve or edit such information. We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

#### **(5) Limitations of liability**

Nothing in these terms of use (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Subject to this, our liability to you in relation to the use of our website or under or in connection with these terms of use, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

- (a) to the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature;
- (b) we will not be liable for any consequential, indirect or special loss or damage;



- (c) we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;
- (d) we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control;
- (e) our maximum liability in relation to any event or series of related events will be limited to £50,000.

You accept that we have an interest in limiting the personal liability of our officers and employees. Having regard to that interest, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual officers or employees in respect of any losses you suffer in connection with the website or these terms of use. This will not, of course, limit or exclude the liability of the company itself for the acts and omissions of our officers and employees.

## **(6) Indemnity**

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use.

- (7) Breaches of these terms of use Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:
  - (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to the website;
  - (c) permanently prohibit you from accessing the website;
  - (d) block computers using your IP address from accessing the website;
  - (e) contact your internet services provider and request that they block your access to the website;
  - (f) bring court proceedings against you for breach of contract or otherwise;

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or



prohibition or blocking (including without limitation creating and/or using a different account).

#### **(8) Third party websites**

Our website includes hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **(9) Trade marks**

Twickenham Film Studios Limited trademark belongs to us. We give no permission for the use of this logo or trademark, and such use may constitute an infringement of our rights.

The other registered and unregistered trade marks or service marks on our website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

#### **(10) Variation**

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

#### **(11) Assignment**

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

#### **(12) Severability**

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **(13) Exclusion of third party rights**

