

## **WEBSITE TERMS OF USE POLICY**

This page (together with any documents referred to on it) explains to you the terms of use on which you may make use of the website ([www.cityacting.co.uk](http://www.cityacting.co.uk)) ("the Website"). Please read these Terms of Use carefully before you start to use the Website. By using this Website, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using the Website.

### **TERMS OF USE**

1. The Website is operated by City Acting Limited (company registration number 06685851) whose registered office is Airport House, Suite 43-45, Croydon, Surrey CR0 0XZ ("City Acting").
2. Access to the Website is permitted on a temporary basis and City Acting reserves the right to withdraw or amend the service provided on the Website without notice. City Acting shall not be liable if for any reason the Website is not available at any time or for any period. From time to time, City Acting may restrict access to some parts of the Website, or the entire Website, if required. City Acting aims and makes every attempt to update the Website regularly and may change the content (including information about services offered) at any time. City Acting may therefore have to suspend access to the Website, or close it if necessary. Any of the material on the Website may be out of date at any given time and City Acting is under no obligation to update such material.
3. If you choose, or you are provided with, a user identification code/name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any provision of these Terms of Use.
4. Where City Acting publishes and controls information on the Website, it will use all reasonable endeavours to correct errors or omissions as quickly as practicable after being notified of them. However, because of the complex technology that is required in operating the Website there may be times when obvious errors occur. For example, this may result in a price or service or other detail displayed being incorrect. City Acting endeavours to ensure, but cannot guarantee, that any information provided on the Website is accurate. This information does not form part of your agreement and is provided solely as additional background content. City Acting shall not be held liable in any way whatsoever for any inaccuracy, misunderstanding or expectation drawn from this content.
5. Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. City Acting disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents. We may from time to time provide interactive services on the Website, including bulletin boards and chat rooms. Where we do provide any interactive services, we will provide clear information to you about the kind of service offered, if it is moderated and how, and will do our best to assess any possible risks for users when using the interactive service. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Website and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards set out in these Terms of Use. Any contributions made to our interactive service must be accurate and genuine and comply with all applicable laws and regulations.
6. You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and that they comply with them.

7. City Acting does not guarantee that the information displayed on the Website is accurate and City Acting does not provide any warranty in relation to the materials contained on the Website. To the extent permitted by law, City Acting expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute or common law and any liability for direct, indirect or consequential loss or damage incurred by a user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including without limitation any liability for loss of income or revenue, loss of business, profits or contracts, loss of anticipated savings, loss of data or goodwill or any other loss or damage or any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.
8. All details shown on the Website in relation to the services offered are subject to availability. Contracts for the supply of services are subject to separate terms and conditions, as notified to you at the time of entering into a contract with us.
9. Any links provided on the Website to other websites are not intended to provide an endorsement by City Acting and City Acting will have no liability or responsibility for the content of this or those websites whatsoever. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link to this Website in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website which is not owned by you. Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the homepage. We reserve the right to withdraw linking permission without notice. The Website from which you are linking must comply in all respects with the content standards set out above.
10. City Acting cannot guarantee that the Website is free from infection by viruses or anything else that has contaminating or destructive properties. You must not misuse the Website by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful, or uploading documents that may have this affect. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack. By breach this provision you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website shall cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-attack, viruses or other technologically harmful material that may infect your computer equipment, equipment programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.
11. All rights in the Website, including copyright, the content and design of the Website, is owned by City Acting or used under licence from third party owners. Any use of this Website or its contents, including copyright or storing it or them in whole or part, other than for your personal or non-commercial use is prohibited without the written permission of City Acting. You are prohibited from copying, modifying, transmitting, distributing, selling, displaying, licensing or reproducing any content including images and other media on this Website for any commercial purpose. You must also not change the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. If you print off, copy or download any part of the Website in breach of these Terms of Use, your right to use the Website

will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

12. The transmission of unlawful, threatening, defamatory, pornographic, political or racist material is strictly prohibited.
13. If you breach the provisions of these Terms of Use, City Acting shall be entitled to suspend or permanently terminate your access to the Website.
14. City Acting processes information about you in accordance with the [Privacy Policy](#) displayed on the Website from time to time. By using the Website you consent to such processing and you warrant that all data provided by you is accurate.
15. These Terms of Use may vary from time to time, by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provision or notices published elsewhere on the Website. By using this Website you accept that you are bound by the terms and conditions in force at that time and displayed on this page.
16. If any part of these Terms of Use or any document referred to herein is illegal or unenforceable, such portion(s) shall be excluded from these Terms of Use and any relevant document to the minimum extent required and the balance of these Terms of Use and any relevant document shall remain in full force and effect and enforceable.
17. These Terms of Use and any documents, or terms and conditions or policies referred to herein shall govern the entire relationship between the parties relating to the use of the Website to the exclusion of any other terms.
18. It is not the intention of the parties to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms of Use.
19. These Terms of Use and any disputes that may arise between you and City Acting will be governed by the laws of England and Wales and the parties shall submit to the jurisdiction of the English courts.