

TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Web Site and Theatre Digs Booker Limited, the owner of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, payment information and credentials used by Users to access Paid Content / Features and / or any communications System on the Web Site;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“Free Content”	means any Content that is accessible without the payment of a Subscription Fee;
“Theatre Digs Booker Limited”	means Theatre Digs Booker Limited 107 Thorpedale Road, London N4 3BD Company Number: 7274436 Registered in England and Wales;
“Paid Content”	means Content / Features accessible only upon the creation of an Account and the payment of a Subscription Fee;
“Service”	means collectively any online facilities, tools, services or information that Theatre Digs Booker Limited makes available through the Web Site either now or in the future;
“Subscription Fee”	means the sum of money paid by Users at annual intervals to keep their Account active and to enable them to access Paid Content / Features;
“Subscription Period”	means the period for which a subscription has been purchased and may refer to one year, one month etc accordingly;
“System”	means any online communications infrastructure that Theatre Digs Booker Limited makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Web Site and is not employed by Theatre Digs Booker Limited and acting in the course of their employment; and
“Web Site”	means the website that you are currently using (www.theatredigsbooker.com) and any sub-domains of this site (e.g. subdomain.theatredigsbooker.com) unless expressly excluded by their own terms and conditions.

2. Intellectual Property

- 1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Theatre Digs Booker Limited, or our affiliates. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2 Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 or those detailed in Clauses 3 and 4 of these Terms and Conditions apply.

3. Use of Free Content

You may print, reproduce, copy, distribute, store or in any other fashion re-use Free Content from the Web Site for personal or educational purposes only unless otherwise indicated on the Web Site or unless given express written permission to do so by Theatre Digs Booker Limited. Specifically you agree that:

- 1 you will not systematically copy Free Content from the Web Site with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by Theatre Digs Booker Limited;
- 2 you may, as a student of a recognised Learning Establishment, use the Free Content of the Web Site for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment; and
- 3 employees of Learning Establishments may use the Free Content of the Website for teaching purposes.

4. Use of Paid Content

- 1 Payment of a Subscription Fee grants you a licence to use all Paid Features on the Web Site for the duration of your subscription. You may use such Features in the following ways:
 - 1 for personal purposes;
 - 2 for commercial purposes; and
 - 3 for educational purposes.
- 2 Under such a licence, you agree that:
 - 1 you will not systematically copy Paid Content from the Web Site with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by Theatre Digs Booker Limited;
 - 2 you may, as a student of a recognised Learning Establishment, use the Paid Content of the Web Site for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment; and
 - 3 employees of Learning Establishments may use the Paid Content of the Website for teaching purposes.

5. Third Party Intellectual Property

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to

be so, is not covered by any permission granted by Clauses 3 and 4 of these Terms and Conditions to use Content from the Web Site. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

6. Links to Other Web Sites

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Theatre Digs Booker Limited or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

7. Links to this Web Site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.theatredigsbooker.com without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Theatre Digs Booker Limited. To find out more please contact us by email at info@theatredigsbooker.com.

8. Use of Communications Facilities

1 When using the forums, review service, blog comments (at www.blog.theatredigsbooker.com), facebook page (at www.facebook.com/theatredigsbooker) and / or any other System on the Web Site you should do so in accordance with the following rules:

- 1 you must not use obscene or vulgar language;
- 2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- 3 no Content that is intended to promote or incite violence;
- 4 it is advised that posts on message boards, chat facilities or similar and communications with Theatre Digs Booker Limited are made using the English language as we may be unable to respond to enquiries submitted in any other languages;
- 5 you must not post links to other web sites containing any of the above types of Content;
- 6 the means by which you identify yourself must not violate these terms of use or any applicable laws;
- 7 you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
- 8 you must not impersonate other people, particularly employees and representatives of Theatre Digs Booker Limited or our affiliates; and
- 9 you must not use our System for unauthorised mass-communication such as "spam" or "junk mail";

2 You acknowledge that Theatre Digs Booker Limited reserves the right to monitor any and all communications made to us or using our System.

9. Accounts

1 In order to access Paid and / or Restricted Content on this Web Site and to use the forums, review service, blog comments (at www.blog.theatredigsbooker.com) and facebook page (at www.facebook.com/theatredigsbooker) facilities you are required to create an Account which will

contain certain personal details which may vary based upon the type of Account that you choose. By continuing to use this Web Site you represent and warrant that:

- 1 all information you submit is accurate and truthful; and
- 2 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

- 2 Sharing of accounts is not permitted unless expressly authorised in writing by Theatre Digs Booker Limited. You are required to keep your Account details confidential and must not reveal your Username and Password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 3 When choosing your Username you are required to adhere to the terms set out above in Clause 8. Any failure to do so could result in the suspension and/or deletion of your Account.

10. Subscriptions

- 1 Subscription charges commence on the date that you activate your subscription. Your Paypal account / credit / debit card will be billed on activation and annually thereafter.
- 2 Your first payment will be at the price advertised on the Web Site. Theatre Digs Booker Limited reserve the right to change Subscription Fees from time to time and any such changes may affect your subscription rate:
 - 1 increases in price will be reflected in your subscription on the date of the immediately subsequent renewal; and
 - 2 decreases in price will be reflected in your subscription on the date of the immediately subsequent renewal.

For further information on subscriptions and pricing, please visit our Subscriptions page Here: <http://www.theatredigsbooker.com/hosting>

- 3 If you terminate your subscription or account you will continue to have access to the Paid Content for the remainder of the Subscription Period you are currently in up until the renewal date whereupon access will cease unless you choose to pay the Subscription Fee and reactivate your subscription.
- 4 If you have subscribed in error you must inform Theatre Digs Booker Limited within 24 hours of subscribing and must not use the Web Site or its Content during that time. If any use can be traced to your Account, no refund will be provided.

11. Termination

- 1 Either Theatre Digs Booker Limited or you may terminate your account and (where relevant) your subscription. If Theatre Digs Booker Limited terminates your Account or subscription, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 2 If Theatre Digs Booker Limited terminates your account as a result of your breach of these Terms and Conditions you will not be entitled to any refund.
- 3 If Theatre Digs Booker Limited terminates your account or subscription for any other reason, you will not be refunded any remaining balance of your Subscription Fee. If Theatre Digs Booker Limited terminates your account or subscription, you will cease to have access to Paid Content / Features from the date of termination.

- 4 If you terminate your account or subscription, you will continue to have access to Paid Content for the remainder of your subscription period as per Clause 10.3.

12. Privacy

Use of the Web Site is also governed by our Privacy Policy http://www.theatredigsbooker.com/docs/TDB_Privacy_Policy.pdf which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

13. Disclaimers

- 1 Theatre Digs Booker Limited makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.
- 2 Whilst every reasonable endeavour has been made to ensure that all information provided on this Web Site will be accurate and up to date, Theatre Digs Booker Limited makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.
- 3 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.
- 4 Commercial use of the information on this Web Site is permitted, however Theatre Digs Booker Limited makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 5 Whilst every effort has been made to ensure that all descriptions of services available from Theatre Digs Booker Limited correspond to the actual services available, Theatre Digs Booker Limited is not responsible for any variations from these descriptions.

14. Availability of the Web Site

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Theatre Digs Booker Limited accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

15. Limitation of Liability

- 1 Theatre Digs Booker Limited’s liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising out of our breach of these Terms and Conditions shall be limited to the value of a User’s current subscription. For all other direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein, to the maximum extent permitted by law, Theatre Digs Booker Limited accepts no liability. Users should be aware that they use the Web Site and its Content at their own risk.
- 2 Nothing in these Terms and Conditions excludes or restricts Theatre Digs Booker Limited’s liability for death or personal injury resulting from any negligence or fraud on the part of Theatre Digs Booker Limited.

3 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

16. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

17. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

18. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to admin@theatredigsbooker.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

19. Law and Jurisdiction

These Terms and Conditions and the relationship between you and Theatre Digs Booker Limited shall be governed by and construed in accordance with the Law of England and Wales and Theatre Digs Booker Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

ADDENDUM:

i) USER RESPONSIBILITIES

i.i Neutral Venue.

Our Website is an online venue through which users find and learn about accommodation. Our Website is merely a venue for users to learn about that accommodation and, if they wish, arrange to stay in that accommodation. We are not involved in the actual face-to-face contact between users. As a result, we have no control over the conduct of our users or the truth or accuracy of the information that users post on the Website.

i.ii Identity Verification.

We make no attempt to confirm, and do not confirm, any user's purported identity. You are responsible for determining the identity and suitability of others who you may contact by means of this Website. We do not endorse any persons who use or register for our Services, whether as guests or hosts. We do not investigate any user's reputation, conduct, morality, criminal background, or verify the information that any user submits to the website. We encourage you to communicate directly with potential hosts and guests through the tools available on the Website and to review your hosts' and guests' profile pages for feedback from other users where and when applicable.

i.iii Accuracy of contact details.

You are solely responsible for the accuracy of the contact details you enter on the Website. From time to time we reserve the right to mask contact telephone numbers with a temporary non-geographical number for the purposes of data gathering. This will not affect your rights or service in any way.

i.iv Your Experience with Other Users.

You are solely responsible for your interactions with other users of our Services. We will not be responsible for any damage or harm resulting from your interactions with other users of our Services. We reserve the right, but have no obligation, to monitor interactions between you and other users of our Services and to take any other action in good faith to restrict access to or the availability of any material that we or another user of our Services may consider obscene, lewd, lascivious, filthy, violent, harassing or otherwise objectionable.