

TERMS AND CONDITIONS OF SALE AND ATTENDANCE ("THE CONDITIONS")

Last reviewed: March 2023

1. DEFINED TERMS

1.1. **"We", "us" and "our"** means Leicester Theatre Trust Limited / Curve, a company limited by guarantee, registered in England and Wales with company number 00772380 and charity number 230708, whose registered address is Curve Theatre, Rutland Street, Leicester, Leicestershire, LE1 1SB;

1.2. **"You" and "your"** means the person from whom we receive an order for tickets;

1.3. **"Ticket"** means a ticket offered for sale by us for attending a performance of any kind at our theatre and **"Tickets"** will be construed accordingly;

1.5. **"Contract"** means the contract between us and you formed in accordance with Conditions 2.1 and 2.2.

1.6. **"Concessions" and "Discounts"** means those advertised concessions and discounts detailed on each of the show pages on our website, curveonline.co.uk, and physical marketing materials (i.e. flyers) in accordance with Conditions 4.1 – 4.5.

2. OUR CONTRACT WITH YOU

2.1. All Tickets and Gift Vouchers are sold subject to these Conditions and no other terms or conditions. Please read the following conditions carefully before placing an order for Tickets or Gift Vouchers.

2.2. Your Contract for the purchase of Tickets is formed as soon as we have processed the payment for your booking following an order placed (a) online at curveonline.co.uk, (b) in person at the Box Office at our theatre (the **"Box Office"**) or (c) via telephone to the Box Office on 0116 242 3595. Our Contract will expire immediately after the performance for which you have purchased Ticket(s) has taken place. All purchasers of tickets must be over 16 years of age.

3. TICKETS AND ADVERTISING

3.1. All advertised Ticket prices, Concessions and Discounts are subject to availability and can be changed and/or withdrawn at any time, without prior notice. Curve may restrict Ticket sales to a maximum number per person or household and reserves the right to cancel any Tickets purchased in excess of this number.

3.2. Without prejudice to condition 3.1, in response to demand, we may amend Ticket prices, price bands and availability of Concessions and Discounts at our discretion.

3.3. Published Ticket prices include up to a £1.50 contribution, which is invested back into our theatre.

3.4. All performance details and content descriptions are correct at the time of going to print or being published on curveonline.co.uk, and are subject to change and interpretation.

3.5. We are not responsible for the content of any third-party website and will not honour any Discounts or other offers from third parties that are not present in our own marketing.

3.6. All Tickets are exempt from statutory cancellation rights. This means tickets are non-refundable except in the case of a cancelled or rescheduled performance, once your purchase has been made and a Contract formed. All tickets remain the sole property of Curve.

3.7. All personal data processed for the purpose of selling you a Ticket will be processed in accordance with the UK GDPR (as defined in section 3(10) as supplemented by section 205(4)) of the

Data Protection Act 2018) (UK GDPR) and the Privacy notice displayed on our website which can be accessed [here](#).

3.8. Should you require any reasonable adjustments to be made, any access requirements should be made known to the Box Office at the time of booking, to ensure those reasonable adjustments can be made. This may include – but is not limited to – seats being removed to accommodate a wheelchair, storage of mobility aids when transferring to theatre seating, or specific seating requests (i.e. close to the stage, step-free, on aisle). All requests made are subject to availability and may not be possible if the request is made after the time of booking.

3.9. In line with our Safeguarding Policy (a copy of which can be accessed [here](#)) and at our sole discretion, children and infants may not be permitted to attend selected performances. Children under 2 years are not permitted in the auditoria unless the event is aimed at children under 6 years. Performances where an age restriction applies are clearly indicated during the booking process. Parental discretion is advised. Please ensure you read all information that applies to the Tickets you are booking and carry proof of age, if appropriate. It is the customer's responsibility to check the suitability of a performance for any children in their party regardless of any official age recommendations issued.

3.10. In the interests of other customers, parents or guardians may be asked to take noisy or disruptive children out of the auditorium.

3.11. In addition to 3.9, young people under 16 years will not be permitted into the theatre without a parent or guardian who must be seated with the child and accompany them throughout their visit.

3.12. The decision to offer a Public Dress Rehearsal of a Made at Curve production will be taken on the morning the performance is advertised within the diary pages of our season brochure. Tickets are priced at £1 and will go on sale from 10am (or later) the same day. Tickets may be subject to a per person limit, and are available on a first come, first served basis. We reserve the right to change these arrangements at any time.

4. CONCESSIONS AND DISCOUNTS

4.1. The number and type of Tickets available in each price band is limited and may vary by performance. We offer no guarantee that a Ticket or a particular type of Ticket will be available for any performance.

4.2. Only one Concession or Discount can be applied per ticket purchased. Concessions and Discounts cannot be applied retrospectively and must be applied at the time of purchase.

4.3. Concessions and Discounts, including Membership Discounts, are not available on half-price preview performances or Tickets for Public Dress Rehearsal performances of a Made at Curve production.

4.4. If you have purchased a Concession Ticket (i.e. a 16 – 26 and/or Student ticket), evidence of Concession eligibility such as proof of age or student status may be required, and must be presented upon request.

4.5. One free Companion Ticket is available for a friend, relative or carer if you require assistance during your visit. You may only obtain this ticket after joining our Access Register Scheme and is subject to the rules of that scheme. By booking a Companion Ticket, your companion – who should be aged 16 years or older – accepts full responsibility for supporting you during your time at Curve. A Your companion should be both capable of and available to support you throughout the entirety of your visit, including in an emergency scenario or evacuation and be without access needs of their own.

5. TICKET DELIVERY

5.1. If you are collecting Tickets from the Box Office, you may be asked to present the payment card upon which the Tickets were booked, together with your postcode. For Tickets booked online, a copy of the email booking confirmation may also be requested. Customers collecting Discounted or

Concession Tickets may be required to present photographic identification, such as proof of age or student status.

5.2. A £2 postage fee is applicable to all Tickets delivered by post. Tickets will only be delivered to the billing address of the cardholder.

5.3. If Tickets dispatched by post are returned to us as 'addressee unknown', we reserve the right to cancel your booking and make a refund of the Ticket price only. Where there is not enough time to deliver Tickets by post, we will inform you of arrangements to collect your Tickets from the Box Office during your visit.

5.4. If you have received your Tickets digitally as e-tickets, you should present these on arrival either as a hard copy or on a mobile device.

5.5. We are not responsible for any Ticket that is lost, stolen or destroyed. Duplicates may be issued at our sole discretion.

6. REFUNDS AND EXCHANGES

6.1. Curve reserves the right to make alterations to the advertised time, programme or cast of a performance (including any star casting). Changes to the advertised time, programme or cast for any performance (including any star casting) will not entitle you to a refund or exchange.

6.2. Refunds will only be made to the credit or debit card with which the Tickets were purchased, provided the card has not expired. Where this is not possible, or if the Tickets were not originally paid for by card, a cheque or BACs refund in pounds sterling (£) will be issued. Alternatively, you may request your refund as a credit in your customer account at curveonline.co.uk.

6.3. We will use our reasonable endeavours to notify you of a cancelled or rescheduled performance using the details you provided at the time of booking. Tickets cannot be refunded unless a performance is officially cancelled or rescheduled.

We cannot be held responsible for any costs incurred to you for travel, accommodation or any other related service as a result of a cancelled or rescheduled performance or refusal of admission, and all such costs are incurred entirely at your own risk.

6.4. We offer a Ticket exchange facility, subject to availability. In order to obtain a Ticket exchange, you must contact the Box Office no later than 24 hours prior to the performance date. Tickets can only be exchanged for a seat of the same value (or higher, upon payment of the difference in value by you) for later performances of the same production. All exchanges are subject to an administration fee of £1 per ticket and are at our sole discretion.

6.5. Tickets are not transferable to other shows and cannot be sold, resold or offered for sale by customers. Only Tickets purchased via our Box Office or approved agents are valid for admission. We will cancel any Ticket found to be resold or offered for resale by the original Ticket holder for commercial gain, and the new Ticket holder will be refused entry.

6.6. We may at our discretion, offer a Ticket resale facility for customers who are no longer able to attend their chosen performance. To begin a resale, Tickets must be returned to the Box Office no later than 24 hours prior to the performance; physical tickets must be returned via post, whilst e-tickets should be returned via e-mail. Resale Tickets will be placed back on sale once all other available Tickets for the selected performance have been allocated, and therefore there is no guarantee your Tickets will be resold. If your Tickets are successfully resold, you will receive a refund back to your payment card, via cheque in pounds sterling (£) or as a credit in your customer account at curveonline.co.uk. All resales via this facility are subject to a £1 administration fee per ticket (up to 10 tickets) and are at our sole discretion. We offer no guarantee that this resale facility will be available in respect of any specific Ticket or that we will be able to resell any particular Ticket.

7. GIFT AND GOODWILL VOUCHERS

7.1. Curve Gift Vouchers expire three years from the date of purchase and can only be used for Ticket purchases.

7.2. Curve Membership Gift Vouchers also expire three years from the date of purchase.

7.3. Goodwill Vouchers expire one year from the date of issue.

7.4. Curve Gift Vouchers, Curve Membership Gift Vouchers and Goodwill Vouchers (together **Vouchers**) contain the monetary value stated on them. Vouchers have no cash redemption value and cannot be exchanged for cash. Vouchers are not a credit card, charge card or debit card and the balance of any Voucher will not earn any interest.

7.5. The monetary value of Vouchers can only be used for ticket purchases at Curve. Vouchers can be used as full or part payment. If the monetary value of a Voucher is not used in any transaction in full, the remaining balance will still be valid until the stated expiry date.

7.6. Any Gift Voucher or Curve Membership Voucher that has not been redeemed in full or in part can be cancelled by you within 14 days of the date of delivery. We will refund you the price you paid for any cancelled Gift Voucher or Curve Membership Voucher (including delivery costs (if any)) by the method you used for payment. We will make any refunds due to you as soon as possible and, in any event, within 14 days of your telling us you have cancelled your Gift Voucher or Curve Membership Voucher.

7.7. Theatre Tokens can be purchased and redeemed at Curve. For full terms and conditions visit <https://www.theatretokens.com/terms-of-sale>

8. MEMBERSHIP

Our six Membership schemes – Member, Individual, 16 – 26 & Student, Supporter, Friend and Business Friend – are subject to additional Terms and Conditions.

[Read our Membership Terms and Conditions as a PDF](#)

[Read our Membership Terms and Conditions as a Large Print Word Doc \(Arial, pt.16\)](#)

9. CONDITIONS OF ATTENDANCE

9.1. Anyone wishing to enter the auditorium must be in possession of a valid Ticket (including babes in arms and infants).

9.2. Latecomers will be admitted into the auditorium during a suitable break in the performance, as defined by the show's producers and our visitor experience team. If there is no suitable break, latecomers may be admitted after the interval (if there is an interval). Please note late admission cannot be guaranteed and refunds or exchanges for an alternative performance will not be given.

9.3. Mobile devices, pagers and other electronic equipment should be switched off or placed on silent prior to entering the auditorium.

9.4. The unauthorised use of audio/video recording and photographic equipment, including mobile phones, is strictly prohibited in the auditorium, unless permission is explicitly specified (such as in pre-show announcements or a call from stage). Customers found to be taking photographs or making recordings during a performance will be asked to delete images and/or footage in the presence of a member our visitor experience team. We, or any third parties permitted by us, may occasionally carry out audio and/or visual recordings or take photographs in and around the theatre. By purchasing tickets, you consent to you and your party being included in and to the exploitation of such recordings or photography. Signage indicating this activity will be placed around the building whilst it is taking place, and media consent forms may be issued at certain events. Any concerns should be addressed to the duty manager or a member of the visitor experience team.

9.5. Feedback relating to any aspect of a performance should be made to the duty manager at the earliest possible opportunity on the day of the performance.

- 9.6.** We reserve the right to refuse admission where we believe the safety, welfare, comfort, enjoyment or security of our audiences may be affected. We also reserve the right to request ticket holders leave the venue at any point and may take any appropriate action to enforce this right. Reasons for refusal of entry and/or removal from the venue may include, without limitation: late arrival; being (or appearing to be) under the age limit set for the performance; abusive, threatening, drunken or anti-social behaviour (including smoking or vaping in no smoking areas); carrying offensive weapons or illegal substances; or making unauthorised audio/video recordings or photography. No refunds will be given to Ticket holders who are refused entry or ejected from the theatre due to their own behaviour or any of the above.
- 9.7.** Verbal or physical abuse is not tolerated and may result in you being refused admission, service being refused or you being ejected from Curve. In such circumstances, no refunds will be given. In extreme cases, you may be barred from Curve.
- 9.8.** We reserve the right to move audience members to alternative seating of equal value (or higher) and make any necessary changes to the layout of the performance or event.
- 9.9.** Pushchairs are not permitted in the auditorium. Designated buggy parks are available outside the auditoria of your chosen performance. Car seats are permitted in the auditorium but must occupy a seat, which requires the purchase of a standard ticket, or infant ticket where available.
- 9.10.** Drinks sold at our hospitality outlets are permitted into the auditorium for most performances, provided they are decanted into non-glass cups. Cups containing hot drinks must have a lid. Noisy and/or hot foods are not permitted.
- 9.11.** Our hospitality outlets operate a 'Challenge 25' policy. If you look under the age of 25 years, you will be asked to supply a physical copy of any of the following photographic identification, such as a Photocard, Photo Driving Licence or Passport, in order to be served.
- 9.12.** Alcohol cannot be purchased by or on behalf of any person under the age of 18 years. If someone under the age of 18 is found to be drinking alcohol, we will confiscate the drink and no refund will be given.
- 9.13.** All food and alcoholic beverages must be purchased from our hospitality outlets only. Any food or alcohol bought off the premises will be confiscated.
- 9.14.** Customers deemed to be intoxicated by staff will be refused further purchase of alcohol.
- 9.15.** Customers may only leave and re-enter the auditorium at the discretion of the Curve staff, otherwise there will be no re-admissions of any kind.
- 9.16.** Customers must comply with all reasonable instructions and directions issued by Curve staff.
- 9.17.** Curve does not accept responsibility for the loss or damage of any personal property or for any liability (to the fullest extent permitted by law).
- 9.18.** Animals are not permitted inside the theatre auditoriums, with the exception of assistance dogs.
- 9.19.** Curve will make all reasonable efforts to forewarn customers if stroboscopic lighting may be used in the performance. Customers with known medical conditions who may be susceptible to such lighting effects are advised to seek further advice prior to their visit.
- 9.20.** Curve reserves the right to vary the terms of Conditions of Attendance for specific productions or events. Any such variations will be notified to customers prior to or on arrival at the theatre.
- 9.21.** Curve uses closed circuit television (CCTV) images to provide a safe and secure environment for staff and for visitors to the Company's business premises, such as audiences, participants, donors, funders, contractors and suppliers, and to protect the Company's property.

These Conditions shall be governed by and construed in accordance with the law of England and Wales and you hereby submit to the exclusive jurisdiction of the English courts.

10. OUR LIABILITY TO YOU

10.1. We will not:

- accept liability for Vouchers which are lost, stolen, destroyed or used without permission, unless we have caused this by our negligence; or
- be liable for any loss, injury or damage to any person (including you) or property howsoever caused (including by us):
 - in any circumstances where there is no breach of a legal duty of care owed by us;
 - in circumstances where such loss or damage is not a reasonably foreseeable as a result of any such breach (save for death or personal injury resulting from our negligence); or
 - to the extent that any increase in any loss or damage results from a breach by you of any of these Conditions or your negligence.

WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. ACCEPTANCE OF TERMS

1.1 www.curveonline.co.uk (“the Website”) is a site operated by Leicester Theatre Trust Limited, a company limited by guarantee, registered in England and Wales with company number 00772380 and charity number 230708, whose registered address is Curve Theatre, Rutland Street, Leicester, Leicestershire, LE1 1SB;

Your access to and use of the Website and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services. We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

1.3. There are additional terms that may apply to you including the Terms and Conditions of Sale and Attendance, our Privacy Policy and our Cookie Policy.

2. THE SERVICES

The Website provides you with a facility to book tickets for performances at Curve, all such Tickets are purchased in accordance with or Terms and Conditions of Sale and Attendance, it may also provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities designed to enable you to communicate with others (together “the Services”). Unless stated otherwise the Services are for your personal and non-commercial use only.

3. CHILD SUPERVISION

We are concerned about the safety and privacy of our users, particularly children. This Website is not targeted at children and is intended for use by adults only. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use and are fully

responsible for the same. By allowing your child access to the Services you are allowing your child access to all of the Services, online booking, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. You should always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

4. PRIVACY POLICY

We will only use your personal information as set out in our [Privacy Policy](#).

5. USER ACCOUNT, PASSWORD AND SECURITY

5.1. If a particular Service requires you to open an account, you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will Curve be liable for any indirect or consequential loss or damage whatsoever resulting from your disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

5.2. We have the right to disable any user name or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with the provisions of these Terms and Conditions.

5.3. If you know or suspect that anyone other than you knows your username and password you must promptly notify us.

6. ACCEPTABLE USE

6.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the User Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such User Content originated. We do not control, approve or endorse any User Content and cannot guarantee the accuracy, integrity or quality of such User Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. Curve will not be liable in any way for any User Content or for any loss or damage of any kind resulting from the use of any User Content transmitted via the Services and you agree to bear all risks associated with the use of any User Content, including any reliance on the accuracy or completeness of such User Content. You further acknowledge that the views expressed by other users on our Website do not represent our views or values and that any User Content you upload to the website will be considered non-confidential and non-proprietary.

6.2 In using the Website/Services you agree **not** to:

6.2.1 Use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

6.2.2 Post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful, which in any way involves child sexual exploitation or abuse, or which could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence;

6.2.3 Post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

6.2.4 Threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

6.2.5 Use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

6.2.6 Make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;

6.2.7 Collect or store personal information about others, including email addresses;

6.2.8 Advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

6.2.9 Impersonate any person or entity for the purpose of misleading others;

6.2.10 Violate any applicable laws or regulations;

6.2.11 Use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;

6.2.12 Post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);

6.2.13 Attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means;

6.2.14. Post, publish, distribute or disseminate material or information that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

6.2.15. Post, publish, distribute or disseminate material or information that is to bully, insult, intimidate or humiliate any person or which has as its purpose the harming or attempting to harm of minors in any way.

6.3 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable. If you become aware of any material that could comprise or be connected to child sexual abuse or exploitation or that could comprise terrorist content or be connected to terrorism, please contact us immediately. If you wish to complain about any other content, please let us know.

6.4. All User Content you upload or post to the Website must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

User Content must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.

- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the User Content emanates from Curve, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

Where any User Content you upload or post to the website is in breach of any of the above we may immediately, temporarily or permanently withdraw your right to use the website and/or any user Content uploaded or posted by you, issue a warning to you, commence legal proceedings against you for reimbursement of all costs on an indemnity basis resulting from your breach, take further legal action against you and disclose such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

6.5. You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Website or any of the Services. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790). This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

6.6. The contents of our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of any content on the Website. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the contents of the Website are accurate, complete or up to date.

6.6. Where you post any User Content we have the right to disclose your identity to any third party who is claiming that any user Content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights or of their right to privacy.

6.7. We have the right to remove any User Content if, in our opinion, it does not comply with these Terms and Conditions. You are solely responsible for securing and backing up your User Content.

7. OUR WEBSITE

7.1. We may update and change our Website from time to time to reflect changes to the products and services we are offering, our user's needs and our business proprietes.

7.2. Our Website is made available free of charge. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give reasonable notice of any such suspension or withdrawal.

7.3. We have the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions.

7.4. You are responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and Conditions and comply with them.

7.5. We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to

access our site. You should use your own virus protection software. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. 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 the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching 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 the Website will cease immediately.

8. LINKS TO THIRD PARTY WEBSITES AND LINKING TO THE WEBSITE

8.1. The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that Curve is not responsible for the content or availability of any such sites.

8.2. 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. You must not establish a link 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 to the Website in any website that is not owned by you. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.

9. INTERNATIONAL USE

The Website is directed to people residing in the United Kingdom. We do not represent that content available on or through our Website is appropriate for use or available in other locations. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws. We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only. However, you must not modify any copies of any materials you have printed off or downloaded, and you must not use any illustrations, photographs, video or audio sequences or any graphics separate from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged (except where the content is User Content). If you print off, copy, download, share or repost any part of our Website in breach of these Terms and Conditions, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10.2 Curve does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive, transferrable licence to copy, distribute, transmit, reproduce, prepare derivative works of, publicly display, edit, translate, perform or publish such User Content for as long as you elect to display such User Content via the Services. The licence shall be terminated when such User Content is deleted from the Services. Furthermore, you grant a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the User Content for their purposes such licence to terminate when use User Content is deleted from the Services.

11. INDEMNITY

You agree to indemnify and hold Curve harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against Curve by any third party arising out of your use of the Services and/or any User Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by Curve in consequence of your breach of these Terms and Conditions. This means you will be responsible for any loss or damage we suffer as a result of your breach and/or any claim or demand brought against Curve.

12. DISCLAIMERS AND LIMITATION OF LIABILITY

12.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

12.2 To the extent permitted by law, Curve will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.

12.3 Curve makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

12.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Curve for death or personal injury as a result of the negligence of Curve.

12.5 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

13. SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

14. GOVERNING LAW

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.