

Young Vic

TERMS OF USE

Published 09 September 2019

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE

Acceptance of Terms of Use

These Terms of Use govern all contents and use of the website <https://directorsprogram.youngvic.org> (including, where relevant, any correspondence by e-mail between us and you via the website) (the "Website"). Please read these terms carefully before using the Website as, by visiting or using this Website and/or any content or materials available, you agree to be bound by these Terms of Use. We recommend you print a copy of these Terms of Use for future reference.

We reserve the right to change the Terms of Use from time to time at our sole discretion and your use of the Website will be subject to the most current version of the Terms of Use posted on the Website at the time of such use. We recommend that you read through the Terms of Use available on the Website from time to time so that you can be sure that you are aware of the latest version. If you breach any of the Terms of Use, your authorisation to use this Website shall automatically and immediately terminate and you must immediately cease use of the Website and destroy any materials downloaded or printed from the Website.

We may update our Website from time to time, and may change the content at any time. However, please note that any of the content on our Website may be out of date at any given time and we are under no obligation to update it.

1. Ownership

1.1 This Website is owned and operated by Young Vic a company registered in England and Wales with company no 01188209, whose registered office is at 66 The Cut, London, SE1 8LZ ("Young Vic" or "we", "us", "our"). If you would like to contact us or complain about anything contained on the Website, please contact us using the following details:

Postal Address:
66 The Cut
London
SE1 8LZ

Email: directorsprogram@youngvic.org

2. Use of the Website

2.1 You may not use the Website in any improper or unlawful manner or in breach of any legislation or licence that applies to you or in any way that is fraudulent, or has any unlawful or fraudulent purpose or effect.

You agree that when using the Website you will not:

- (a) intimidate or harass others or disclose personal information about others that could amount to harassment or intimidation;
- (b) forward opportunities or events run by the Young Vic as part of the Directors Program to non-members;
- (c) publish, post, upload, transmit, share, store, distribute, disseminate or otherwise make available any content that we deem to be unlawful, defamatory, infringing, obscene, sexually explicit, harmful, fraudulent, confidential, libellous, hateful, discriminatory, threatening or otherwise illegal material or information or anything which might constitute a criminal or civil offence or promote violence;
- (d) upload, post, transmit, share or otherwise make available any material that contains viruses, corrupted files, or any other computer code, files, software or programs that may interfere with, damage, interrupt, destroy or limit the functionality of the Website or any computer software or hardware or telecommunications equipment;
- (e) upload files that contain software or other material which are the Intellectual Property Rights (as defined below) of any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;
- (f) upload, post, transmit, share or otherwise make available any material that contains viruses, corrupted files, or any other computer code, files, software or programs that may interfere with, damage, interrupt, destroy or limit the functionality of the Website or any computer software or hardware or telecommunications equipment;
- (g) solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- (h) use or attempt to use another's account, service or system or create a false identity on the Website or impersonate others;
- (i) create multiple logins or share your login with any third party;
- (j) duplicate, reproduce or copy any part of our Website in contravention of these Terms of Use;
- (k) post content which promotes a third party product or service that does not relate to the function of the Directors Program;
- (l) promote any activity that is illegal; or
- (m) use software to harvest information from the Website.

2.2 You agree to comply with all reasonable instructions that we may give you from time to time regarding the use of the Website.

2.3 You are responsible for obtaining (at your own cost) all necessary equipment and telecommunications services required to access and use the Website. You are responsible for ensuring that no one uses your equipment to access the Website and that your login details are not shared with any other individual. If anyone accesses the Website using your equipment, you will be liable for any charges or any other costs, liabilities or damages that may be incurred.

If you breach any of these Terms of Use, or any of the other terms and policies referred to in these Terms of Use, your ability to access and use the Website may be terminated by us immediately without notice to you.

Access to our Website is permitted on a temporary basis and we reserve the right to suspend, withdraw, discontinue or change any part of our Website, including the availability of any content, without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period nor shall we be liable for any resulting loss or damage to the fullest extent permissible in law.

3. User Generated Content

3.1 We may from time to time provide interactive services on the Website, such as the Forum (the "Interactive Services"). Whilst we encourage you to contribute whatever material you wish to the Interactive Services you may only use the Interactive Services in accordance with these Terms of Use, including in particular, but without limitation, clause 2 and:

- (a) You must not submit any confidential, defamatory, offensive, infringing, obscene, indecent or otherwise unlawful or objectionable material or information nor use the Interactive Services or the Website for any chain letters, junk mail, 'spamming' material or any other form of solicitation or bulk communication;
- (b) You must not submit any content or material the Intellectual Property Rights (as defined below) in which are owned by any third party;
- (c) You must not submit any material which is prohibited by the Data Protection Act 2018 or any other applicable data protection or privacy legislation;
- (d) You may only upload or submit material to the Interactive Services which either you own or which you have the permission of the owner of that material to submit;
- (e) Upload, post, transmit, share, store or otherwise make available content that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose us or other users of the Website to any harm or liability of any type.

3.2 We may, without notice, remove any content submitted by you to any element of the Interactive Services or any other content that in our sole judgment violates

these Terms of Use or may be offensive or illegal or may violate the rights, harm or threaten the safety of any person.

3.3 All information that you post to the Interactive Services may be seen by other users of the Interactive Services. Therefore, we advise you to be selective about what information you post on the Interactive Services or that you provide to other users of the Interactive Services. If you include the following information in your posting contributions to the Interactive Services: telephone numbers, addresses, etc., be advised that you do so at your own risk. If other users have posted material which is inaccurate, inappropriate, offensive (or does not comply with any of the provisions of these Terms of Use) we shall have no responsibility or liability for such material.

3.4 You are responsible for your relationship with other users of the Website. However, we reserve the right, but are not obliged, to monitor disputes between you and other users. We are also not obliged 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 Terms of Use.

3.5 You acknowledge that we do not actively monitor the content of the Interactive Services, but if we are informed or if we suspect that any material contained on the Interactive Services pages infringes the Intellectual Property Rights (as defined below) or other proprietary rights of any third person or is otherwise unlawful, then we shall have the right to immediately remove such material from the Website. We also reserve the right to remove any material submitted by you which we consider, in our absolute discretion, to be offensive, insulting, defamatory, obscene, indecent, objectionable or otherwise inappropriate or which is posted in breach of these Terms of Use.

3.6 You warrant and undertake that you own the Intellectual Property Rights in and to all User Generated Content (as defined below) that you submit to the Website or that you are otherwise entitled to submit the same to this Website.

4. Intellectual Property

4.1 For the purposes of these Terms of Use, "Intellectual Property Rights" means patents, registered and unregistered trademarks and service marks, domain names, logos, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals and renewals thereof), know how, applications for the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights anywhere in the world including without limitation those subsisting in inventions, designs, drawings and computer programs.

4.2 We do not claim any ownership of any Intellectual Property Rights in the text, files, images, photos, works of authorship or any other materials (collectively "User Generated Content") that you post to the Website. After posting any User Generated Content you retain all rights of ownership in it and you may use the User Generated Content in any way you choose (provided it does not breach any of these Terms of Use).

4.3 Notwithstanding the above, you hereby grant to us a licence to publicly perform, copy, reproduce, display, communicate to the public, modify, manage, distribute and store any of your User Generated Content as part of the Interactive Services, the Website or as part of any materials used to promote or advertise the Website anywhere in the world. You are free to use your User Generated Content outside of the Website in any way you choose and in turn we shall not distribute or sell any of your User Generated Content other than in connection with the Website. However, the licence you grant to us is royalty free and we will not be under any obligation to pay you for any of the User Generated Content on the Website.

4.4 Save in respect of the User Generated Content, all Intellectual Property Rights in and to the Website and all content and materials contained therein are owned by and shall remain owned by us or our licensors. You may view, download and print any materials and information made available to you through the Website subject to the following conditions:

(a) the material and information may only be used for your personal and non-commercial purposes;

(b) the material and information shall not be reproduced or included in any other work or publication in any medium;

(c) the material and information may not be modified or altered in any way;

(d) the material and information may not be distributed or sold to any third party;

(e) you may not remove any copyright or other proprietary notices contained in the material or the information.

4.6 Please contact directorsprogram@youngvic.org if you believe that content displayed on the Website has violated your copyright or other Intellectual Property Rights.

5. Links to and from other Websites

5.1 This Website may contain links to websites and micro websites operated by third parties that are not under our control and are provided to you for your convenience only. We make no warranties or representations whatsoever about any other website which you may access through this Website or any services that they may provide. Without limiting the foregoing, these websites are in no way approved, vetted, checked or endorsed by us and you agree that we shall not be responsible or in any way liable for the content, accuracy, compliance with relevant laws or accessibility of any information, data, advice or statements or for the quality of any products or services available on such Websites. If you choose to access a website beyond our control, you do so at your own risk. In addition, use of any such third party website or micro website may be subject to your acceptance of additional terms and conditions.

5.2 You may link to the pages of our Website, 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 our Website in any website that 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 home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must conform to our content standards as contained in these Terms of Use.

6. Website access

6.1 While we endeavour to ensure that the Website is normally available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time or for any period.

6.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

7. Termination

7.1 We may remove the Website or cease the provision of any of the services available through the Website at any time in our sole discretion for any reason whatsoever.

7.2 In the event that you materially or persistently breach these Terms of Use, we may suspend your access to the Website until such breach is remedied. In the event of a serious breach or persistent breaches of these Terms of Use which you fail to remedy within 30 days of receiving written notification from us of the breach(es), without prejudice to our other rights and remedies we shall be entitled to terminate your use of and access to the Website immediately without notice.

7.3 Termination of your access to the Website, howsoever caused, shall not affect the accrued rights and liabilities of either you or us as at the time of such termination.

8. Disclaimer

8.1 While we endeavour to ensure that the information on the Website is correct, we do not warrant the accuracy, completeness, currency and reliability of the material on the Website. Commentary and information is not intended to amount to advice and you should not rely on it without seeking independent advice for your circumstances. We may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update such material.

8.2 We will exercise all reasonable skill and care in providing the Website. Some materials and information on the Website are provided by third parties and therefore we are not able to guarantee the accuracy, completeness, currency or reliability of any such materials or information.

8.3 Due to the inherent risks in using the internet, we cannot guarantee that this Website or any material on it will be uninterrupted or virus, error, omission or bug free or that defects will be corrected.

8.4 Therefore, except as expressly provided in these Terms of Use, the Website and all materials and information provided through it are provided on an "as is" basis without warranty of any kind, either express or implied (whether by common law, custom, statute or otherwise) and all other conditions, statements and warranties (including, but not limited to, any implied warranty of the fitness for a particular purpose of the Website or that your use of the Website will not infringe the rights of any third party) are hereby excluded to the fullest amount permissible by law. Without limiting the foregoing, we make no warranty that the Website and all materials and information provided through it will meet your requirements. Therefore, we advise you to check any materials or information provided to you through the Website as any reliance that you place on the accuracy, completeness, currency or reliability of that information is at your own risk.

9. Limitation of Liability

9.1 Nothing in these Terms of Use shall exclude or limit our liability for:

(a) death or personal injury caused by negligence; or

(b) any loss suffered by you as a result of your reliance on any fraudulent misrepresentation made by us to you; or

(c) any liability which cannot be excluded or limited under applicable law.

9.2 Subject to this clause 9, you agree that to the fullest extent permitted by law, we shall not be liable for: (a) any direct loss, claim or damage; (b) any indirect loss, claim or damage, or any punitive, special, incidental or consequential damages of any kind; or (c) any loss of profit or loss of savings or loss or corruption of data (in each case whether direct or indirect), in each case whether based in contract, tort (including negligence), strict liability, or otherwise, which arises out of or is in any way connected with (i) any use of this Website or its contents or any competitions or prize draws that are entered into via the Website; (ii) any interruption, failure or delay in the use of or inability to use any component of the Website or any service including, without limitation, any unavailability of the Website or the services irrespective of the duration of any period of unavailability; or (iii) any use of or reliance upon any information, material, software, products, services and related graphics obtained through the Website, in all cases even if we have been forewarned of the possibility of such loss or damage.

9.3 Without limiting the effect of clause 9.2, due to the inherent risks of using the internet, we cannot be liable for any damage to, or viruses that may infect your computer equipment or any other property when using or browsing the Website. The downloading or other acquisition of any materials or information through the Website is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that results from the downloading or acquisition of any such materials.

9.4 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.

10. Indemnity

10.1 You agree to indemnify and hold Young Vic, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including legal fees incurred, arising out of or in connection with any User Generated Content you post or share on or through the Website, your use of the Website or the services provided through the Website, your conduct in connection with the Website or services provided or with other users of the Website, or any violation of these Terms of Use or of any law or the rights of any third party.

11. Data Protection and Privacy

11.1 We will only use any personal information that we may collect about you in accordance with our Privacy Policy. [Click here to view our Privacy Policy](#). Please also read our Cookies Usage Policy [UPDATE] to see how we use cookies on this Website.

By accepting these Terms of Use you also accept and consent to our Privacy Policy and Cookies Usage Policy.

12. General

12.1 Any failure or delay by us to enforce any of our rights under these Terms of Use is not to be taken as or deemed to be a waiver of that or any other right unless we acknowledge and agree to such a waiver in writing.

12.2 These Terms of Use are not intended to be for the benefit of, and shall not be exercisable by, any person who is not a party to these Terms of Use under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.3 If any clause or part of a clause of these Terms of Use is, or becomes, invalid, illegal or unenforceable, then that clause or part of a clause shall be deemed to be deleted from these Terms of Use. Any such deemed deletion shall not affect the validity, legality or enforceability of the remainder of these Terms of Use.

12.4 The warranties, exclusions and the other express provisions of these Terms of Use and the Privacy Policy set out the full extent of our obligations and liabilities concerning its subject matter and supersede any previous agreements between the parties relating thereto. Subject to clause 10.1(b) you shall have no remedy in respect of any untrue statement made to you upon which you relied in entering into

these Terms of Use other than any remedy you may have for breach of the express terms of these Terms of Use.

13. Governing Law and Jurisdiction

13.1 This Agreement and the use of or any dealings in respect of the Website is governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Directors Program Website administrator:

Young Vic

66The Cut

London

SE1 8LZ

Last updated: 9 September 2019