

## SOCIETY FOR THEATRE RESEARCH WEBSITE TERMS OF USE

### 1. Introduction

- 1.1 These terms and conditions (the “**Terms**”) set out the basis on which you may browse and use our website, [str.org.uk](http://str.org.uk) (the “**Site**”) and will form a legal contract between us and you.
- 1.2 This Site is the property of the Trustees of the Society for Theatre Research (**STR, we, us or our**).
- 1.3 You should read these Terms carefully before using the Site. By accessing or using the Site you agree to be bound by these Terms.
- 1.4 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.5 If you access parts of the Site that are available only to registered members of STR, then additional terms and conditions apply to such access.
- 1.6 If you purchase goods or services via our Site, separate terms and conditions apply to such sales.
- 1.7 When we use the word “**Content**” in these Terms, we mean any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site.
- 1.8 When we use the word “**Contribution**” in these Terms, we mean any and all material which you contribute to our Site and the interactive services associated with it, including any text, images, video, audio or other multimedia content, software or other information or material.
- 1.9 When we use the words “**you**” or “**your**” in these Terms, we mean the person who is accessing or using the Site or its Content.

### 2. About us

- 2.1 We are a charity registered with, and regulated by, the Charity Commission in England under charity number 266186.
- 2.2 Our public address is c/o Theatres Trust, 22 Charing Cross Road, London, WC2H 0QL, UK.

### 3. Contact us

- 3.1 You can contact us as follows:

**Address:** c/o Theatres Trust, 22 Charing Cross Road, London, WC2H 0QL, UK

**Email:** [contact@str.org.uk](mailto:contact@str.org.uk)

### 4. Changes to the Terms

- 4.1 We may revise these Terms from time to time.
- 4.2 Your use of the Site will be subject to the most recent version of the Terms available on the Site. We recommend that you read through the Terms available on the Site regularly so that you can be sure that you are aware of any changes that may apply.

### 5. Privacy

5.1 To find out more about the personal data we collect and how we use it, please read our Privacy Notice.

## 6. **Accuracy of information and availability of the Site**

6.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we do not promise or guarantee that it will be. Furthermore, we cannot promise that the Site and the Content on it will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

6.2 Content is provided for your general information purposes only, and to inform you about our organisation, our services, news, features, and other websites that may be of interest. It does not constitute technical or professional advice or any other type of advice, and should not be relied on for any purposes. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Site.

6.3 Although we make reasonable efforts to update the Content on our Site, we make no representations, warranties or guarantees, whether express or implied, that the Content is accurate, complete or up-to-date.

6.4 While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times, nor do we promise the uninterrupted use by you of the Site.

6.5 We may update and change our Site, and the Content on it, from time to time to reflect changes, including changes to our services, our users' needs and our organisation's priorities.

6.6 We do not guarantee that our Site, 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 Site at any time as we see fit.

## 7. **Access and use of the Site**

7.1 You agree that you are solely responsible for:

7.1.1 ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them; and

7.1.2 all costs and expenses you may incur in relation to your use of the Site.

7.2 If you choose to access the Site from locations outside England, you are responsible for compliance with local laws where they are applicable.

7.3 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

7.4 You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

7.5 You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. 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 Site will cease immediately.

7.6 As a condition of your use of the Site, you agree:

7.6.1 not to use the Site for any purpose that is unlawful under any applicable law or prohibited by these Terms;

7.6.2 not to use the Site to commit any act of fraud;

7.6.3 not to use the Site for purposes of promoting unsolicited advertising or sending spam;

7.6.4 not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

7.6.5 not to use the Site in any manner that disrupts the operation of our Site or our organisation;

7.6.6 not to use the Site in any manner that harms minors;

7.6.7 not to promote any unlawful activity;

7.6.8 not to represent or suggest that we endorse any other business, organisation, individual, product, service or any other third party unless we have separately agreed to do so in writing; and

7.6.9 not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks.

## 8. **Ownership, use and intellectual property rights**

8.1 This Site, Content and all intellectual property rights in it, are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright (including copyright in software and databases), moral rights, registered and unregistered trade marks and service marks, domain names, registered and unregistered design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We, and our licensors, reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

8.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

8.3 You may download extracts of any page(s) from the Site or Content, provided that:

8.3.1 the material shall not be reproduced or included in any other work or publication in any medium (including digitally or physically);

8.3.2 the material may not be modified or altered in any way;

- 8.3.3 you must not modify 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;
  - 8.3.4 our status (and that of any identified contributors) as the authors of Content on our Site must always be acknowledged;
  - 8.3.5 you may only use the material for personal, non-commercial purposes. Should you wish to use any of the Site or Content for commercial purposes, please contact us using the details listed in the 'Contact Us' section above;
  - 8.3.6 the material may not be distributed or sold to any third party; and
  - 8.3.7 you do not remove any copyright or other proprietary notices contained in the material.
- 8.4 If you use, print off, copy or download any part of our Site or Content in breach of these Terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 9. **Hyperlinks and third party sites**

- 9.1 The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites, and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party website may be governed by the terms and conditions of that third party website.

## 10. **Linking to our Site**

- 10.1 You may link to any page of the Site, 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, nor establish a link to the Site in any website that is not owned by you.
- 10.2 You must not link to any part of the Site or any Content that is only accessible to registered members of the Society for Theatre Research, for example, in our members-only areas of the Site.
- 10.3 We reserve the right to withdraw linking permission without notice.

## 11. **User generated content**

- 11.1 The Site may include Content, information and materials uploaded by other users of the Site, including to notice boards. This Content, information and materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.
- 11.2 Whenever you make use of a feature that allows you to upload a Contribution to our Site, or to make contact with other users of our Site, you must comply with the standards set out in our submission guidelines set out in clause 12 below.
- 11.3 You warrant that any such Contribution or communication with other Site users does comply with the submission guidelines set out in clause 12, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we

suffer as a result of your breach of warranty (including, but not limited to, reasonable administrative and legal costs).

## 12. **Submission guidelines**

12.1 Any Contribution or communication to users of our Site must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. In particular, you warrant that any Contribution or communication is:

12.1.1 your own original work and lawfully submitted;

12.1.2 not infringing of any copyright, database right or trade mark or other intellectual property right of any other person;

12.1.3 not made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

12.1.4 factually accurate or your own genuinely held belief;

12.1.5 provided with the necessary consent of any third party;

12.1.6 not defamatory or likely to give rise to an allegation of defamation;

12.1.7 not offensive, obscene, sexually explicit, hateful, inflammatory, or deceptive;

12.1.8 not discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age;

12.1.9 unlikely to promote violence, psychological harm, any illegal activity;

12.1.10 not made in contempt of court;

12.1.11 not made in breach of data protection laws; or

12.1.12 unlikely to be deemed threatening, abusive, invasive of another's privacy, or cause annoyance, inconvenience or needless anxiety, or be likely to harass, upset, embarrass, alarm or annoy any other person.

12.2 Any Contribution you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Contributions, however, we will post the Contribution on our Site, and may use it in other forms of media, including our social media profiles, print publications and marketing. Your Contribution will, therefore, become publicly available and may be linked to, or copied from across the public internet, as well as other media. Please do not submit any Contributions that you would not like used in this way, and please note that we may not be able to prevent further use of your Contributions by third parties without permission. By submitting Contributions, you grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your Contribution for the uses described above.

12.3 We also have the right to disclose your identity to any third party who is claiming that any Contribution made by you to our Site constitutes a violation of the submission guidelines, their intellectual property rights, or of their right to privacy or otherwise infringes the law.

- 12.4 Failure to comply with this clause 12 constitutes a material breach of these Terms upon which you are permitted to use our Site, and may result in our taking all or any of the following actions:
- 12.4.1 immediate, temporary or permanent withdrawal of your right to use our Site;
  - 12.4.2 immediate, temporary or permanent removal or editing of any Contribution made by you to our Site;
  - 12.4.3 issue of a warning to you;
  - 12.4.4 bring legal proceedings against you for reimbursement of all costs on an indemnity basis resulting from the breach in accordance with clause 11.3;
  - 12.4.5 bring further legal action against you; and
  - 12.4.6 disclosure such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 12.5 As far as permissible by law, we exclude our liability for all action we may take in response to breaches of the submission guidelines. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.
- 12.6 If you wish to complain about Contributions or communications by other Site users, please contact us using the details in the 'Contact Us' section above.

### 13. **Limitation of our liability**

- 13.1 If you are either a consumer or a business user:
- 13.1.1 we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation;
  - 13.1.2 different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which are set out in separate terms and conditions;
  - 13.1.3 unless prohibited by law, our maximum aggregate liability under or in connection with these Terms whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £50.00;
  - 13.1.4 to the extent permissible by law, we exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any Content on it;
  - 13.1.5 you shall indemnify us in the event that we incur any claims, costs, damages, losses, or other liability through using the Site or Content in breach of these Terms; and
  - 13.1.6 you acknowledge that the Site has not been developed to meet your individual requirements.
- 13.2 If you are a business user:
- 13.2.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any Content on it.

13.2.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, our Site; or
- (b) use of or reliance on any Content displayed on our Site.

13.2.3 In particular, we will not be liable for any direct or indirect:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

13.3 If you are a consumer user, we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### 14. **General**

14.1 The Terms do not create or infer any rights that are enforceable by any person who is not a party to them.

14.2 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

14.3 If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.

14.4 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

14.5 If you are a consumer, please note that these Terms, 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.

14.6 If you are a business, these Terms, 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.

These Terms were last updated on January 1<sup>st</sup> 2019