

THECORNERTHEATRE.COM - TERMS AND CONDITIONS

1. GENERAL

1.1 These Terms and Conditions ("Terms") govern your access and use of this website. By using thecornertheatre.com ("Website") you agree to be bound by the Terms without modification.

1.2 The headings are for convenience only and shall not limit or otherwise affect the interpretation of the Terms.

1.3 Nothing in the Terms shall be construed as implying or creating an employment, partnership or joint venture between you and us.

1.4 Please review our other policies, such as our Shipping and Returns policy featured on the FAQ page and otherwise posted on this Website. These policies also govern your visit to the Website. We reserve the right to make changes to the Website, policies, and these Terms at any time.

1.5 If you are under 18, you may use our Website and Services only with involvement of a parent or guardian. TCT reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at its sole discretion.

1. ACCEPTANCE OF TERMS

1.1 Your access to and use of the Website and the Services (as outlined in Clause 5) as provided by The Corner Theatre Limited (hereinafter "TCT/we/us/our"), are subject to these Terms. You will not use the Website or the Services for any purpose that is unlawful or prohibited by these Terms. By using the Website and the Services you agree to accept and comply with these Terms without modification. Please understand that if you refuse to accept these Terms, you will not be able to receive any Services and you must immediately stop using the Website and Services.

1.2 TCT reserves the right to update or amend these Terms at any time and your continued use of the Website and/or Services following any changes shall be deemed to be your acceptance of such changes. If you do not agree to the changes, you should cease using the Website and the Services. We will publish details of all changes online and will inform you of any such changes via the Website. It is therefore your responsibility to check the Terms for any such changes.

2. ILLEGALITIES

You agree not to use this website for any criminal activity whatsoever this includes (without limitation):

2.1 Transmitting material that is deemed offensive, defamatory, obscene, menacing in character, or that maybe a breach of confidence, copyright, privacy or any other rights.

2.2 Transmitting or distributing any computer viruses, macro viruses, trojan horses, worms, or hacking into any part of the site thus causing interference and damage to the normal operating of the site and computer.

2.3 Using the Website in any way that infringes and violates person or company's rights (this includes the rights of intellectual property, rights of confidentiality or rights of private property).

2.4 Transmitting any unsolicited advertising or promotional advertising i.e. Spam.

3. PRIVACY

3.1 Any information disclosed to us by you the customer will be held in strict confidence. However we may disclose information such as your name, address, email address, and telephone details to third parties in circumstances whereby we have informed you, you have given us permission, or where we are required to do so by law in accordance with the Data Protection Act 1998. For further information, please see our Privacy Policy.

4. PRODUCTS, DESCRIPTIONS AND SERVICES

4.1 Any requests placed to order a product will be made subject to these terms.

4.2 TCT is unconditionally within its right to refuse any requests made by you. Order confirmations will be despatched by e-mail to an address specified by you. All purchase transactions currently run through PayPal. Please check PayPal's terms and conditions and privacy policy to ensure you are satisfied with the service they will perform. All prices advertised are subject to changes.

4.3 If TCT is satisfied with your request, able to fulfil it and payment has been received from you, TCT will arrange delivery of the requested product(s) to an address specified by you.

4.4 Requests are subject to availability and ratification of the order price by us. The time-scale of delivery may vary due to availability and any guarantees or warranties made as to delivery times are limited to mainland UK. We are not liable for any delay in delivery happening due to postal delays or force majeure.

4.5 Currently we do not deliver our products outside of the UK but should you require this service please use the Contact Us feature to request a delivery quote.

4.6 TCT attempts to be as accurate as possible in its descriptions of its products. However, TCT does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by TCT itself is not as described, your sole remedy is to return it to us in an unused and undamaged condition. Please see the returns policy for further information.

5. DISCLAIMER OF LIABILITY

5.1 Use of the Website and Services is at your own risk. The Website and 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.

5.2 To the extent permitted by law, TCT will not be liable for any indirect or consequential loss or damage whatsoever. This includes but without limitation any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data, goodwill or reputation. Also TCT disclaims the cost of procurement of goods and services arising out of or related to the use, inability to use, performance or failure of this Website or any linked sites, even if TCT has been advised of the possibility of such damages and irrespective of whether such damages occur in contract, tort, by statute, at common law or otherwise arising out of or in connection with the use of the Website and Services.

5.3 TCT makes no warranty that the Website or Services will meet your requirements; that the functionality of the Website or Services will be uninterrupted or error free and/or that defects will be corrected within a certain time frame.

5.4 Nothing in these Terms shall be construed so as to exclude or limit the liability of TCT for death or personal injury as a result of the negligence of TCT or that of its employees or agents.

5.5 Nothing in these Terms shall affect your statutory rights as a consumer.

5.6 The Website may contain material and information submitted, created and provided by third parties. You may also obtain products and services from third parties, which may be accessed through links on the Website. We exclude liability for any errors, omissions or inaccuracies in such material, information and in respect of products and services provided by such third parties. Unless otherwise specified, we are not selling or offering for sale any products or providing any services of such third parties nor are we acting as agent of any third party selling or offering for sale any products or providing services. You agree that we are not responsible or liable in any way for any dealings you may have or the consequences of such dealings with any such third party. Any such dealings shall be on the terms and conditions (if any) of that third party.

You have read this disclaimer and your use of the Website and its services indicates your agreement to it on the basis that you agree it is reasonable.

6. RISK OF LOSS

All items purchased from TCT are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the post office.

7. RIGHTS

We reserve the right to modify or withdraw, temporarily or permanently, the Website with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website. We will endeavour to maintain the Website, which is subject to change from time to time. You will not be eligible for any compensation because you cannot

use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

8. LICENSE AND SITE ACCESS

TCT grants you a limited license to access and make personal use of this Website and not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of TCT. This license does not include any resale or commercial use of this Website and/or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site and/or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of TCT. You may not frame or utilise framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of TCT and/or our associates without express written consent. You may not use any meta tags or any other "hidden text" utilising TCT's name or trademarks without the express written consent of TCT. Any unauthorised use terminates the permission or license granted by TCT. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of TCT so long as the link does not portray TCT or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any TCT logo or other proprietary graphic or trademark as part of the link without express written permission.

9. INVALIDITY.

If any part of these Terms is deemed unenforceable or unlawful (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms will not be affected all other clauses remaining in full force and effect.

10. ENTIRE AGREEMENT

10.1 The Terms (as amended from time to time) constitute the entire agreement between you and us relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters.

10.2 The Terms may not be modified orally and any waiver, amendment or modification shall only be binding or effective if agreed in writing and expressly incorporated into the Terms by us. In agreeing to the Terms, you have not relied on any representation other than those expressly stated in the Terms and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in the Terms.

10.3 The Terms are personal to you and you shall not assign the Terms or any of your rights or entitlements herein to any third party without our prior written consent.

11. INTELLECTUAL PROPERTY

11.1 The Website, all features and components, source code and all integral software are owned and operated by TCT. All copyright, trade marks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the Website and the software shall remain vested in TCT.

11.2 The names, images and logos identifying TCT or third parties and their products and services are subject to copyright, design rights and trade marks of TCT and/or third parties. Nothing contained in these terms shall be construed as conferring any licence or right to use any trademark, design right or copyright of TCT or any other third party.

11.3 TCT's trademarks and products may not be used in connection with any product or service that is not owned and/or offered by TCT in any manner that is likely to cause confusion among customers, or in any manner disparages or discredits TCT. All other trademarks not owned by TCT that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by TCT.

12. INDEMNITY

You agree to indemnify and hold TCT and its employees and agents harmless from and against any damages, claims, demands and/or losses, foreseeable or unforeseeable, arising out of any breach by you of these Terms and any claim and/or demand brought against TCT by any third party arising out

of your use of the Website and/or Services and/or any content submitted, posted or transmitted through the Website and/or Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by TCT in consequence of your breach of these Terms. This also includes any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your PC or internet access account.

13. NOTICES

Any notices or other communications between you and us relating to the Terms shall be in writing and delivered by hand or prepaid letter to us at the address indicated on the Website and to you at the address which you notify us of. The notice will be deemed served two business days after the date of posting or, if delivered by hand before 5pm, on the day of delivery. If delivered after 5pm, then service will be deemed on the next business day.

14. LAW

These Terms are governed by and construed in accordance with the laws of England and Wales whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.