Website Terms of Use Policy

Fandango Digital Ltd

1. Information about us

www.fandangodigital.co.uk (Our site) is a site owned and operated by Fandango Digital Ltd (We), a company registered in England and Wales registered with the company number 10151334. Our registered office is at 145 St Pancras, Chichester PO19 7SH.

2. Website Terms of Use

2.1. The terms of use contained within this Policy are governed by English law and subject to the jurisdiction of the courts of England and Wales.

2.2. For the purposes of this policy, use of Our site includes accessing, browsing, or registering to use Our site.

2.3. Before proceeding to use Our site, please read these terms of use carefully, as by using Our site, you accept these terms and agree to comply with them. If you do not agree with these terms, please do not use Our site.

2.4. We may revise these Terms of Use, therefore please check this page from time to time as you will be bound by them.

3. Access to Our site

3.1. Access to Our site is free of charge.

3.2. You are responsible for making all necessary arrangements to access Our site.

3.3. We do not make any guarantees that Our site will be available or uninterrupted at all times. We may alter, suspend or discontinue Our site (or a part of it) at any time and without notice.

3.4. It is your responsibility to ensure that any persons who access Our site via your internet connection are aware of these terms of use and that they comply with them.

4. Intellectual Property Rights

4.1. All content which is included on Our site (including but not limited to) text, logos, images, videos, audio clips, graphics, digital downloads, button graphics, icons, data and software is the property of Fandango Digital Ltd. These materials are protected by copyright laws and by the intellectual property rights of which we are the owner or licensee. All such content is protected by applicable United Kingdom and International intellectual property laws and treaties.

4.2. You may:

4.2.1. Access, view and use Our site in a web browser;

4.2.2. Print pages from Our site;

4.2.3. Download extracts of any pages from Our site for personal use;

4.2.4. Download Our site (or any part of it) for caching purposes; and

4.2.5. Save pages from Our site for viewing later online or offline.

4.3. You may not:

4.3.1. Modify the paper or digital copies of any material contained within Our site which you have printed or downloaded;

4.3.2. Use illustrations, photographs, videos, audio clips or any graphics separately from their accompanying text;

4.3.3. Reproduce, copy, sell, distribute, sub-licence, store, rent or re-use in any manner, the content from Our site without our express written permission to do so; or

4.3.4. Use any content saved or downloaded from Our site for commercial purposes without obtaining a licence from Us or Our licensors to do so.

4.4. If you breach these Terms of Use, your right to use Our site will immediately cease and you must return or destroy any copies of Our site materials that you have made.

4.5. Our status as the owner and author of the content on Our site (or that of the licensor) must always be acknowledged.

4.6. Nothing contained within these Terms of Use limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', including producing temporary copies; research and private study; producing copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

5. Links to Our site

5.1. You may link to Our Site provided that:

5.1.1. You do so in a way that is fair and legal;

5.1.2. You do so in a way that does not damage Our reputation or take advantage of it;

5.1.3. The site you link from does not contain content which is:

5.1.3.1. Sexually explicit, obscene, deliberately offensive, hateful or otherwise inflammatory;

5.1.3.2. Promotes violence;

5.1.3.3. Promotes or assists in any form of unlawful activity;

5.1.3.4. Discriminates against or is defamatory of any person, class of persons or group, race, gender, nationality, disability, sexual orientation or age;

5.1.3.5. Intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

5.1.3.6. Calculated or is otherwise likely to deceive another person;

5.1.3.7. Intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

5.1.3.8. Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive;

5.1.3.9. Infringes or assists in the infringement of intellectual property rights of any other party;

5.1.3.10. Made in breach of any legal duty owed to a third party including contractual duties;

5.1.3.11. Or is otherwise deemed unacceptable to Us.

5.1.4. You do not link in a way which would suggest a form of association, approval or endorsement by Us where none exists;

5.1.5. You do not establish a link to Our site on any website which is not owned by you; and

5.1.6. You do not frame Our site on any other site.

5.2. We reserve the right to withdraw permission to link to our website without notice.

5.3. Where Our site contains links to other websites and resources provided by third parties, these links are provided only for your information and we have no control over the content contained on those websites and resources.

5.4. The restrictions within clause 5.1.3, placed on content, only apply to sites for which those restrictions cover the primary purpose of the site. For example, you are not prohibited from posting links to Our site on social media sites on which persons have merely posted such content as described by the restrictions, but you are prohibited from posting links on sites which encourage or focus on such content.

5.5. If you wish to use content contained on Our site other than what is detailed above, please contact us at 145 St Pancras, Chichester PO19 7SH, or by emailing contact@fandangodigital.co.uk.

6. Disclaimers

6.1. The content of Our site is for information only and should not be relied upon as advice. You must seek professional advice before taking or omitting to take action on the basis on content you have viewed or used on Our site.

6.2. We take reasonable steps to ensure that information and content on Our site is as complete, accurate and as up to date as possible, however we make no representations, warranties or guarantees (express or implied).

6.3. We make no representation, warranty or guarantee (express or implied) that Our site will meet your requirements, not infringe third party rights, be compatible with all software and hardware or that it is secure.

7. Liability

7.1. To the fullest extent permitted by law We:

7.1.1. Exclude all conditions, warranties, representations (express or implied) which may apply to Our site or any content on it;

7.1.2. Will not be liable to You (to the extent permitted by law and subject to your statutory rights as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) for any direct loss or damage; loss or damage arising from third party claims; loss of profit, revenue or goodwill; indirect or consequential loss or damage; opportunity or wasted expenditure; business or business interruption; corruption of data; or loss of confidential information connected to your use of Our site or inability to use it, whether arising in contract, tort (including negligence) or misrepresentation;

7.1.3. Will not be liable for any loss or damage which is caused by a virus, denial of service attack, trojans, worms, any other malware or anything malicious or technologically harmful which may infect your computer equipment, hardware, software, data or other materials due to your use of Our site or any website linked to it, including downloads. We exercise all reasonable care and skill to ensure Our site is free from such viruses and malware; and

7.1.4. Will not accept liability or responsibility arising from any disruption or non-availability of Our site resulting from external causes including, but not limited to, natural events, acts of war or terrorism, equipment failure, communications network failure, legal restrictions or censorship.

7.2. Nothing within these terms shall exclude or limit Our liability for death or personal injury caused by Our negligence, fraud, fraudulent misrepresentations, breach of data protection legislation or any other liability which, under English law, may not be excluded. For full details of your legal rights as a consumer, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

7.3. If you are a business user, We shall accept no liability for any loss of profits, sales, business or revenue, goodwill, reputation, business opportunity or savings; for interruption to business; or any consequential loss or damage.

7.4. We shall apply different exclusions and limitations of liability to that arising as a result of a supply of goods and/or services to you, which shall be set out in separate and relevant terms and conditions where applicable.

8. Security, Viruses and Malware

8.1. We do not guarantee that Our site will be secure or free from bugs or viruses at all times, however we take reasonable steps with skill and care to ensure it is.

8.2. You are responsible for protecting your hardware, software, data and other material from viruses, malware and any other risks concerning internet security.

8.3. You are responsible for configuring your own equipment, programmes and platforms in order to access Our site.

8.4. You should use your own virus protection software.

8.5. You must not misuse our website by deliberately or knowingly introducing viruses, trojans, worms, any other malware or anything malicious or technologically harmful to Our site.

8.6. You must not make any attempt to gain unauthorised access to Our site or any part of Our site, the server on which it is stored or any computer, server, database or other equipment which is connected to Our site.

8.7. You must not attack Our site through a denial of service attack, a distributed denial of service attack or any other means.

8.8. If you breach the provisions of sub-clauses 8.5 to 8.7 you may be committing a criminal offence under the Computer Misuse Act 1990. Any breach of this nature will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Under such an event, your rights to use Our site will be terminated.

9. Termination and Suspension

9.1. We shall decide whether a breach of these terms has occurred through Our site. If such a breach is found to have occurred, we may take appropriate action.

9.2. If you fail to comply with this Website Terms of Use Policy, we may take appropriate action, including but not limited to:

9.2.1. Immediately, temporarily or permanently withdraw your right to use Our site;

9.2.2. Issue you with a warning;

9.2.3. Bring legal proceedings against you for the reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) which have resulted from the breach;

9.2.4. Bring further legal action against you; and/or

9.2.5. Disclose relevant information to the appropriate law enforcement authorities.

10. Changes to this Policy

We may from time to time update Our site or alter its content. Please be aware that occasionally the content on Our site may become out of date, and We are not obligated to update it.

11. Data Protection

11.1. Any personal information which we collect, store and use is done so in accordance with EU Regulation 2016/679 General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

11.2. Our Privacy and Cookie Policy is available to read at **XXXXXXXX**, and is incorporated into these Website Terms of Use.

12. Changes to this policy

12.1. We may from time to time, make changes to this Policy. Any changes which we make shall become applicable and binding on you from your first use of Our site after the changes have been made.

12.2. Please check this Policy from time to time to ensure you are aware of any changes.

12.3. In the event that there is a conflict between any term in previous and current versions of this Policy, the newest revision shall prevail unless stated otherwise.

13. Contact us

To contact us, please email contact@fandangodigital.co.uk, or write to us at 145 St Pancras, Chichester, West Sussex, PO19 7SH

This procedure has been approved & authorised by:

Name:	Carla Forder
Position:	Director
Date:	23rd May 2024
Due for review:	23rd May 2027
Signature:	CForder