

BALLS BROTHERS (EMPORIUM) LIMITED TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Who we are and how to contact us

<http://www.ballsbrothers.co.uk/> is a website operated by Balls Brothers (Emporium) Limited, of Clareville, 26-27 Oxenden Street, London SW1Y 4EL ("We"). We are registered in England and Wales under company number 02924138. We are a limited company. To contact us, please email [*info@ballsbrothers.co.uk*](mailto:info@ballsbrothers.co.uk)

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use & Cookies Policy which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time to, for example, reflect changes to our suppliers, to better cater to our users' needs and to improve the customer experience.

We may suspend or withdraw our site

Our site is made available free of charge.

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 our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is only for users in the UK

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@ballsbrothers.co.uk

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

Do not rely on information on this site

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

The site may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these 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.

Our responsibility for loss or damage suffered by you / limitation of liability

We provide our site for domestic and private use only. You agree not to use our site for any commercial or business purposes.

You acknowledge and accept that the site is purely a platform for users to find Promoters/Events and Venues and We do not have any control over any Promoter, Event or Venue. Accordingly, We take no responsibility for any Loss you may incur or for any issues which you may encounter in connection with an Event and/or Venue and/or Tickets purchased or an enquiry or booking made via the site (including, without limitation, you or others being refused access to an Event or Venue). In such circumstances any complaint or claim must be raised with the Venue or Promoter (as applicable) and it is your responsibility to familiarise yourself with the Venue's or Promoter's (as applicable) rules, regulations, terms and conditions prior to entering into any agreement with them.

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 or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

For the purposes of this paragraph, the following words shall have the following meanings:

“Event” means an event offered by a Promoter via our site;

“Loss” means all costs, claims and losses whatsoever including, without limitation, loss of profit, loss of business, loss of savings, consequential loss, lost business opportunity, indirect or special damages, economic loss, damage to goodwill and damage or loss of data or hardware;

“Promoter” means a third party advertising services via our site;

“Ticket” means a ticket purchased from a third party or a Promoter for an Event;

“Venue” means a location which offers entertainment services via the site.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site 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 our site 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 our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 our site will cease immediately.

Which country's laws apply to any disputes?

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.

Our Trademarks Are Registered

"Balls Brothers" is a UK registered trademark of Balls Brothers (Emporium) Limited. You are not permitted to use it without our approval.

26/10/2017