



BLUE MOOSE

DANCE COMPANY

TERMS AND CONDITIONS

Last Renewed: November 2020

DISCOVER. CREATE. EMPOWER

Our Organisation

Blue Moose Dance Company works across 2 entities, Blue Moose LTD and Blue Moose Dance Company CIC, allowing us to spread the dancing joy even further! This policy refers to and incorporates all activity which takes place within Blue Moose Ltd and Blue Moose Dance Company CIC.

Blue Moose LTD, Registered Company No. 10963231

Blue Moose Dance Company CIC, Registered Company No. 09343271

Terms and Conditions Statement

Please read these Terms and Conditions carefully before using the www.bluemoosedance.org.uk website and the operated by Blue Moose Dance Company.

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

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You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without [NAME'S] express written consent.

You must not use this website for any purposes related to marketing without Blue Moose Dance Company's express written consent.

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If you wish to purchase any product or service made available through the website you may be asked to supply certain information relevant to your Purchase including, without limitation, including personal details. For more details please visit our privacy policy at <http://bluemoosedance.org.uk/wp-content/uploads/2020/11/BMDC-Privacy-Policy.pdf>

Subscriptions

Some parts of the Service are billed on a subscription basis. You will be billed in advance on a recurring monthly or annual basis dependent upon your level of membership.

Restricted Access

Access to certain areas of this website is restricted. Blue Moose Dance Company reserves the right to restrict access to other areas of this website, or indeed this entire website, at Blue Moose Dance Company's discretion.

If Blue Moose Dance Company provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Blue Moose Dance Company may disable your user ID and password in Blue Moose Dance Company's sole discretion without notice or explanation.

User Content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Blue Moose Dance Company a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Blue Moose Dance Company the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Blue Moose Dance Company or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Blue Moose Dance Company] reserves the right to edit or remove any material submitted to this website, or stored on Blue Moose Dance Company servers, or hosted or published upon this website.

Notwithstanding Blue Moose Dance Company rights under these terms and conditions in relation to user content, Blue Moose Dance Company does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. Blue Moose Dance Company makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Blue Moose Dance Company does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Limitations of Liability

Blue Moose Dance Company will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Blue Moose Dance Company has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Blue Moose Dance Company's liability in respect of any:

- death or personal injury caused by Blue Moose Dance Company's negligence;
- fraud or fraudulent misrepresentation on the part of Blue Moose Dance Company's; or
- matter which it would be illegal or unlawful for Blue Moose Dance Company to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Blue Moose Dance Company has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Blue Moose Dance Company's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Blue Moose Dance Company's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Blue Moose Dance Company.

Our website may contain links to third-party web sites or services that are not owned or controlled by Blue Moose Dance Company.

Blue Moose Dance Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Blue Moose Dance Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Blue Moose Dance Company and undertake to keep Blue Moose Dance Company indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal

expenses and any amounts paid by Blue Moose Dance Company to a third party in settlement of a claim or dispute on the advice of Blue Moose Dance Company's legal advisers) incurred or suffered by Blue Moose Dance Company arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

Breaches of these Terms and Conditions

Without prejudice to Blue Moose Dance Company's other rights under these terms and conditions, if you breach these terms and conditions in any way, Blue Moose Dance Company may take such action as Blue Moose Dance Company deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Blue Moose Dance Company may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Blue Moose Dance Company may transfer, sub-contract or otherwise deal with Blue Moose Dance Company's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with all policies listed on our website, constitute the entire agreement between you and Blue Moose Dance Company in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and Jurisdiction

These terms and conditions will be governed by and construed in accordance with governing law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the UK.

How to contact us

If you have any questions about [Blue Moose Dance Company's](#) Terms and Conditions please do not hesitate to contact us. You can also find more information in our [Cookies Policy](#) and [Data Protection Policy](#) available via our website.

Email us at: hello@bluemoosedance.org.uk,

Or write to us at: Blue Moose Dance Company, 4th Floor Media Factory, UCLan, Preston, PR1 2HE.

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