

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use governing your use of this website, www.reflectionstalentagency.co.uk ("Our Site"). It is recommended that you print a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on 19th December 2020.

Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, please stop using Our Site immediately.

The following document also apply to your use of Our Site:

- Our Privacy Policy, available here. This is also referred to below in Part 12.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
"We/Us/Our"	means Reflections Talent Agency, a company in England whose registered address is International House, 142 Cromwell Road, Kensington, London, SW7 4EF

2. Information About Us

2.1 Our Site, www.reflectionstalentagency.co.uk, is owned and operated by Reflections Talent Agency, whose registered address is International House, 142 Cromwell Road, Kensington, London, SW7 4EF

3. Access to Our Site

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend, or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Changes to Our Site

We may alter and update Our Site (or any part of it) at any time. If We make any alterations to Our Site (or any part of it), We will try to give you reasonable notice of the alterations.

5. How You May Use Our Site and Content: Intellectual Property Rights

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- 5.1 All Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 5.2 Subject to sub-Clause 5.3 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 5.3 You may:
 - 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 5.3.2 Download Our Site (or any part of it) for caching;
 - 5.3.3 Print one copy of any page from Our Site;
 - 5.3.4 Download extracts from pages on Our Site; and
 - 5.3.5 Save pages from Our Site for later and/or offline viewing.
- 5.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 5.5 You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

6. Links to Our Site

- 6.1 You may link to Our Site provided that:
 - 6.1.1 Links to Our Site must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.
 - 6.1.2 You do not do so in a manner that suggests any form of association, endorsement, or approval on Our part where none exists; You must not link to Our Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).
 - 6.1.3 You do not use any logos or trademarks displayed on Our Site without Our express written permission; and
 - 6.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 6.2 You may link to any page of Our Site.
- 6.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at mail@reflectionstalentagency.co.uk for further information.
- 6.4 You may not link to Our Site from any other site the main content of which contains material that:
 - 6.4.1 is sexually explicit;
 - 6.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 6.4.3 promotes violence;
 - 6.4.4 promotes or assists in any form of unlawful activity;
 - 6.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 6.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

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- 6.4.7 is calculated or is otherwise likely to deceive another person;
- 6.4.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
- 6.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.4);
- 6.4.10 implies any form of affiliation with Us where none exists;
- 6.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or
- 6.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

7. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

8. Disclaimers

Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only.

- 8.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. Specialist advice should always be sought before taking any action to content on Our site.
- 8.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 8.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.
- 8.4 If you are a business user, we exclude all implied representations, warranties, conditions, and other terms that may apply to Our Site and Content.

9. Our Liability

- 9.1 To the fullest extent permissible by law, we accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
- 9.2 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 9.3 If you are a business user (i.e. you are using Our Site in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.

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- 9.4 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 9.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 9.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau.

10. Viruses, Malware and Security

- 10.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware. However, we do not guarantee that this is the case.
- 10.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 10.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 10.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 10.5 You must not attack Our Site by means of a denial-of-service attack, a distributed denial of service attack, or by any other means.
- 10.6 By breaching the provisions of sub-Clauses 10.3 to 10.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

11. Acceptable Usage Policy

- 11.1 You may only use Our Site in a manner that is lawful. Specifically:
- 11.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations that apply;
- 11.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent; and
- 11.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind.
- 11.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 11.2 If you fail to comply with the provisions of this Part 11, you will be in breach of the Terms and Conditions. We may take one or more of the following actions in response:
- 11.2.1 Suspend or terminate your right to use Our Site;

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- 11.2.2 Issue you with a written warning;
- 11.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- 11.2.4 Take further legal action against you, as appropriate;
- 11.2.5 Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or Any other actions which We deem reasonably appropriate (and lawful).
- 11.2.6 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 11.2) in response to your breach.

12. Privacy and Cookies

Use of Our Site is also governed by Our Privacy Policy, available from here. This policy is incorporated into these Terms and Conditions by this reference.

13. Changes to these Terms and Conditions

- 13.1 We may alter these Terms and Conditions at any time. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Site the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site.
- 13.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

14. Contacting Us

To contact Us, please email Us at mail@reflectionstalentagency.co.uk

15. Data Protection

- 15.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- 15.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy available from here.

16. Law and Jurisdiction

- 16.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 16.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer.
- 16.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 16.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive



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jurisdiction of the courts of England & Wales.