

Terms of Use

1. Clare's Circus

Clare's Circus is a sole trading company.

2. This Website

Clare's Circus owns the website located at www.clarescircus.co.uk (the "Website"). By accessing and using the Website you the user agree to be bound by these terms and conditions (the "Terms") which govern your access to and use of the Website.

3. Ownership and Use of Content

3.1 All text, data, charts, tables, software, video, music, sound, graphics, photographs, illustrations, artwork, names, logos, trade marks, service marks and other material on the Website (the "Content") and all rights in it belongs to Clare's Circus You may retrieve and display Content from the Website on a computer screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk (but not on any server or other storage device connected to a network) for your personal use. Content may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any other way.

3.2 You agree not to adapt, alter or create a derivative work from any of the Content on the Website or to use it for any purpose other than for your personal and non-commercial use.

4. Unlawful Use

You agree to use this Website only for lawful purposes and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of the Website by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is defamatory, or which may harass, cause distress or inconvenience to any person and the transmission of obscene or offensive content or the disruption of normal flow of dialogue within the Website.

5. Intellectual Property Rights

5.1 All copyright, trade marks, database rights and other intellectual property rights that may exist in this Website and the Content shall remain at all times the property of Clare's Circus

5.2 The trade marks, service marks and logos used and displayed on this Website ("Trade Marks") are registered or unregistered trade marks of Clare's Circus. Nothing on this Website should be construed as granting, by implication or otherwise, any licence or right to use any Trade Mark without written permission from Clare's Circus. The name of Clare's Circus may not be used in any way, including in advertising or publicity pertaining to distribution of Content without the prior written permission of Clare's Circus

6. Liability

6.1 The Website and Content is provided "AS IS" and on an "AS AVAILABLE" basis and Clare's Circus does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Website or any Content. All implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Terms to the extent that they may be excluded as a matter of law.

6.2 In no event will Clare's Circus be liable for any loss including, without limitation, indirect or consequential loss, or any damages arising from loss of use, data or profits, whether in contract, tort or otherwise, arising out of or in connection with the use of this Website.

6.3 Clare's Circus has tried to ensure that all the Content provided on the Website is correct at the time of publication. The Content is provided on an information basis only and should not be relied upon. No responsibility is accepted by or on behalf of Clare's Circus for any errors, omissions, or misleading Content on the Website or on any websites to which the Website connects.

6.4 Clare's Circus does not warrant that the Website or Content will be uninterrupted or error free, that any defects will be corrected, or that this Website or the server that makes it available are free of viruses or bugs.

7. Privacy

You must read and accept the Clare's Circus Privacy Policy which details what type of personal information Clare's Circus may collect from you when you visit the Website and how Clare's Circus may store and use the information in accordance with the Data Protection Act 1998 and the Privacy and Electronic Communications Act 2003.

8. Changes to the Terms

Clare's Circus reserve the right, at its discretion, to make changes to any parts of the Website or these Terms. When these Terms are amended, Clare's Circus will publish details of the amendments on the Website. Your continued use of the Website is taken as your agreement to be bound by these Terms as amended.

9. Jurisdiction

These Terms shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.

10. Severability

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the



remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

11. Conflict

If there is any conflict between these Terms and any other written agreement between you and Clare's Circus then the latter shall prevail.

12. Events beyond our control

Clare's Circus will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

13. Links

Clare's Circus is not responsible for the availability or content of any third party websites or material you access through this Website.

14. File Download

Certain files of Content are available for download from the Website. These files of Content are subject to these Terms.

15. Contact

If you wish to contact Clare's Circus regarding the Website, these Terms or the Privacy Policy please contact us by telephone on 07984 435393, or 0800 1303039 or by email at clare@clarescircus.co.uk