

# User Agreement

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## Introduction

This User Agreement, the **Pursued By Bear** User Privacy Notice, and all policies posted on our sites set out the terms on which **Theatre Hire Solutions** offers you access to and use of our sites, services, applications and tools (collectively 'Services'). You can find an overview of our policies [here](#). All policies and the Mobile Device Terms are incorporated into this User Agreement. You agree to comply with all of the above when accessing or using our Services. For information regarding the processing of personal data, please see our [Privacy Notice](#).

You are entering into a contract with Theatre Hire Solutions Limited, 2 Sorrel Bank, Salford, M6 7DH, United Kingdom.

## About Pursued By Bear

Pursued By Bear is a marketplace that allows users to hire from and offer for hire theatre related stock including costumes, sets, props, equipment, etc.

Theatre Hire Solutions does not have possession of anything listed or hired through the Pursued By Bear platform, and is not involved in the actual transaction between customers and suppliers. The contract for the hire is directly between the customer and the supplier. Theatre Hire Solutions is not party to the transaction.

While we may provide pricing, shipping, listing and other guidance in our Services, such guidance is solely informational and you may decide to follow it or not. Theatre Hire Solutions does not review users' listings or content. While we may help facilitate the resolution of disputes through various programmes, Theatre Hire Solutions has no control over, and does not guarantee the existence, quality, safety or legality of, items advertised; the truth or accuracy of users' content, listings or feedback; the ability of suppliers to hire items; the ability of buyers to pay for hires; or that a buyer or seller will actually complete a transaction or return an item.

## Using Pursued By Bear

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, third-party rights or our systems or policies;
- infringe the copyright, trademark or other rights of third parties;
- use our Services if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using our Services;
- fail to deliver items offered for hire by you, unless you have a valid reason as set out in a Pursued By Bear policy, for example the customer fails to comply with the terms posted in your listing, or you cannot contact the customer;
- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, defamatory, or libellous content;
- take any action that may undermine the Feedback or ratings systems (please see our [#rules about Feedback#](#));
- transfer your Pursued By Bear account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

- use the contact information of other users for any purpose other than in relation to a specific Pursued By Bear transaction on the Pursued By Bear site (which includes using this information to send marketing materials directly to Pursued By Bear users unless the user has given explicit consent to receiving these materials);
- distribute viruses or any other technologies that may harm Pursued By Bear, or the interests or property of Pursued By Bear users;
- use any robot, spider, scraper or other automated means to access our Services for any purpose;
- bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any Pursued By Bear application or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- infringe the copyright, trademark, patent, moral, database or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to Theatre Hire Solutions. Some, but not all, actions that may be infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Theatre Hire Solutions or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
- commercialise any Theatre Hire Solutions application or any information or software associated with such application;
- harvest or otherwise collect information about users, such as email addresses, without their consent; or
- circumvent any technical measures we use to provide the Services.

If you are registering with Pursued By Bear as a business entity or on behalf of a business entity, you represent that you have the authority to legally bind that entity.

You agree that we will commence supplying our Services to you as soon as you accept this User Agreement. You can cancel this User Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Business users can cancel this User Agreement by visiting this [#help page#](#). We may recoup the cost of any Services provided up to the point of cancellation.

If (1) we believe you are violating the policy on [Offers to hire outside of Pursued By Bear](#), you may be subject to a range of actions, including limits on your hiring privileges, restrictions on listings and account features, suspension of your account, application of fees for the introduction of seller to buyer, and recovery of expenses for policy monitoring and enforcement; and (2) you are a supplier and you offer or reference your contact information or ask for the customer's contact information in the context of hiring outside of Pursued By Bear, you will be liable for all final value fees in consideration for the introduction to a customer for that item on the Pursued By Bear site, even if the item is not hired.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services.

Additionally, we reserve the right to vary or terminate all or part of our Services and/or not provide all or part of our Services to anyone for any reason and/or period of time, at our discretion.

## **Abusing Pursued By Bear**

Without limiting other remedies, we may limit, suspend, or terminate your user account(s) and access to our Services, restrict or prohibit access to, and your activities on, our Services, cancel transactions, remove or demote or otherwise restrict the visibility of listings, delay or remove hosted content, remove any special status associated with the account, reduce or eliminate any discounts, and take technical and legal steps to keep you

from using our Services if:

- we think that you are creating problems or possible legal liabilities for us, our users, suppliers or other third parties;
- we think that such restrictions will improve the security of the Pursued By Bear community or reduce our or another Pursued By Bear user's exposure to financial liabilities;
- we think that you are infringing the rights of third parties;
- we think that you are acting inconsistently with the letter or spirit of this User Agreement or our policies or abuse our employees or users;
- despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or
- you fail to make, or it is evident that you are unable to make, full payment of any fees due for our Services by your payment due date.

When a customer or supplier issue arises we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement, and to do the right thing for both customers and suppliers.

## Fees

Supplier fees for using our Services are listed on our [Pricing](#) page. We may change our fees, or introduce new fees from time to time by posting the changes on the Pursued By Bear site or via the Notifications on the dashboard. You may close your account without penalty within 30 days of such notice being given.

If you are a supplier, you are liable for transaction fees arising out of all transactions made using some or all Pursued By Bear Services, even if hire sales terms are finalised or payment is made outside of Pursued By Bear. In addition, if you are a supplier and you offer or reference your contact information or ask for a customer's contact information, you may be liable to pay a final value fee in consideration for the introduction to a customer for that item on the Pursued By Bear site, even if the item is not actually hired.

## Listing Conditions

When listing an item, you agree that:

- you are responsible for the accuracy, content and legality of the item listed;
- your listing may not be immediately searchable by keyword or category for up to 24 hours. Pursued By Bear does not guarantee exact listing durations;
- unless otherwise specified by law, you are responsible for all taxes (including but not limited to the tax amount itself, as well as any penalties, fines, charges, or late payment interest) related to your hire sales on the Pursued By Bear site, where applicable, and you agree to use the Services in accordance with the #Tax policy#. To the extent possible under English law, you shall pay to us as a debt on demand all costs incurred by us, including but not limited to tax, penalties and interest, levied by any competent tax authority due to your failure to provide a valid VAT registration number and/or your failure to pay any such taxes, penalties or interest;
- content that violates any of Pursued By Bear's policies may be modified, obfuscated or deleted at Theatre Hire Solutions' discretion;
- we may advise you to correct information on listings and temporarily unlist them until such corrections are made;
- we strive to create a marketplace where customers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
  - customers' location, search query, browsing site and history;

- item's location, price and shipping cost, and relevance to the user query;
- supplier's history, including Supplier Ratings, Feedback; and
- number of listings matching the customer's query
- to drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer;
- we may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated hire and performance history of similar listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your listings to other suppliers;
- Theatre Hire Solutions advertises the Services and provides other Theatre Hire Solutions companies and third parties with access to your listings and content for this purpose. This includes, for example, the display of listings and content of users in related, special interest group sites e.g. Facebook theatre groups, or third party advertising placements;
- Theatre Hire Solutions may make additional services available to buyers such as warranty extensions and other insurance or assembly and installation services. You are permitted to offer your own additional services (such as guarantees or assembly and installation services) if you do so in accordance with this User Agreement and applicable laws. You are responsible for determining whether your additional services are compatible with any comparable additional services offered by Theatre Hire Solutions or by any Theatre Hire Solutions partners.

## Purchase Conditions

When hiring an item from a supplier, you agree that:

- you are responsible for reading the full item listing before commitment to hire;
- you enter into a legally binding contract to hire an item when you complete the payment transaction;
- you will follow care instructions as directed by the supplier and that you will pay for or have appropriate insurance to cover the cost of repair or replacement should the item be lost or damaged during the hire period;

## Customer requested cancellations

Customers can request to cancel an order on Pursued By Bear within one hour of making their payment transaction and the supplier will have 24 hours to accept or decline the request. If the supplier declines the cancellation request, or already dispatched the items, customer will need to wait until they receive the item and then decide if they want to start a return. Suppliers can also cancel orders in certain circumstances up to 14 days after the customer makes the transaction.

## Content

When providing us with content (including causing content to be posted using our Services), you grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, sublicensable (through multiple tiers) right to use the content (including, without limitation, creating and using derivative works). We may in particular use your content, including any photographs you upload, for marketing and promotional purposes. This includes (i) offering it to other suppliers to use in their listings, and (ii) displaying it to other Pursued By Bear users as part of the browsing experience on Pursued By Bear. We will also be allowed to keep a copy of any content (including photographs) you upload in our product catalogue for subsequent use for these purposes. You authorise us to exercise any and all copyright, trademark, publicity, database or other intellectual property rights you have in or to the content in any media known now or developed in the future for these purposes. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights or any other intellectual property rights you have

in the content against us, our sublicensees or our assignees.

We may offer catalogue and/or product data (including images, descriptions and specifications) that are provided by third parties (including Pursued By Bear users). You may use that content solely in your Pursued By Bear listings during the time your listings are on Pursued By Bear's sites. That permission is subject to modification or revocation at any time at Theatre Hire Solutions' sole discretion.

We try to offer reliable data, but cannot promise that the content provided through the Services will always be available, accurate, complete and up-to-date. You agree that Theatre Hire Solutions is not responsible for examining or warranting the listings or content provided by third parties through the Services, and that you will not hold or attempt to hold us or our product data providers liable for inaccuracies. If you choose to use catalogue content and/or product data in connection with your listings, you agree to ensure that the content directly associated with your listings is and remains accurate, and that you continue to fully comply with this User Agreement and all Pursued By Bear policies. The catalogue and product data include copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary or identification markings in the catalogue or product data or create any derivative works based on that data (other than by including the data in your listings).

The name "Pursued By Bear" and other Pursued By Bear marks, logos, designs and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of Theatre Hire Solutions in the UK and other countries. They may not be used unless expressly authorised by Theatre Hire Solutions in writing.

## **Data protection and Privacy**

- You and Theatre Hire Solutions shall process personal data received under and/or in connection with this User Agreement each as a separate and independent controller. In no event will Theatre Hire Solutions and you process personal data under and/or in connection with this User Agreement as joint controllers or in a controller-to-processor relationship. As such separate and independent controllers, you shall be individually and separately responsible for complying with the obligations that apply to you as a controller under applicable data protection laws.
- You shall comply with your obligations under applicable data protection laws (including but not limited to Regulation (EU) 2016/679 (EU General Data Protection Regulation "GDPR") and supplementing EU and local data protection laws. This includes, but is not limited to, the obligation to provide appropriate safeguards for the transfer of personal data to a third country or an international organisation.
- You shall process personal data received from Theatre Hire Solutions exclusively for the purpose(s) you received the personal data under and/or in connection with this User Agreement. You shall erase the personal data received under this User Agreement immediately after the respective purpose(s) has/have been fulfilled. Any further processing of the personal data is not permitted except when legally required (e.g. if a retention obligation applies).
- Failure to abide by the aforementioned obligations may result in disciplinary action up to and including account suspension.
- As part of the Services, Theatre Hire Solutions has access to various information about users, including personal data. This includes information that users submit to Theatre Hire Solutions as part of the Services (such as contact information or item descriptions) as well as information that is generated by the provision and processing of the Services (such as ratings, sales analysis or communication).
- Via the dashboard and, upon request, via supplier tools, you receive information which is necessary for the processing of transactions (in particular, the contact information of the other user involved in a transaction) as well as aggregated information on the performance and analysis of your listings, which are partly related to the data of other users of the Services (such as number of impressions of a listing, conversion rate or return rate).
- Theatre Hire Solutions only shares information about users with third parties if this is necessary for the

provision of the Services or if Theatre Hire Solutions is legally or contractually entitled to do so.

- Upon expiry of this User Agreement, we will delete the information you provided, or which was generated through your use of the Services from your Pursued By Bear account. Regardless, we maintain this information after the expiry of the User Agreement if we are legally obliged or have a legitimate interest to do so. We will generally maintain aggregated data generated using the Services (e.g. statistics about sales in a category) upon expiry of the User Agreement.
- For information regarding the processing of personal data by Theatre Hire Solutions, including sharing such data with third parties and your rights as a data subject, please see our #User Privacy Notice#.

## Liability

We try to keep Theatre Hire Solutions and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Hire updates and other notification functionality in Pursued By Bear's Services may not occur in real time. Such functionality is subject to delays beyond Theatre Hire Solutions's control.

We (including our subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly from:

- your use of or your inability to use our Services;
- pricing, shipping or other guidance provided by Theatre Hire Solutions;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing, or linking to, our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any Theatre Hire Solutions Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the #Abusing Pursued By Bear# section;
- the duration or manner in which your listings appear in search results as set out in the #Listing conditions# section; or
- your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. This is especially so if you are a customer.

You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our sites.

Although we use techniques that aim to verify the accuracy and truth of the information provided by our users, user verification on the internet is difficult. Theatre Hire Solutions cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our sites.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the amount of fees in dispute not to exceed the total fees which you paid to us in the 12 months prior to the action giving rise to the liability, or (b) £100.

Nothing in this User Agreement shall limit or exclude our liability for fraudulent misrepresentation, for death or

personal injury resulting from our negligence or the negligence of our agents or employees, or for any other liability that cannot be limited or excluded by law.

## Compensation

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this User Agreement, your improper use of Theatre Hire Solutions's Services or your breach of any law or the rights of a third party.

## Legal Disputes

If a dispute arises between you and Theatre Hire Solutions, we strongly encourage you to first contact us directly to seek a resolution by contacting Customer Support. Pursued By Bear Customer Service is available free of charge for every user to submit complaints and other inquiries. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed in all respects by the laws of England and Wales. You and Theatre Hire Solutions both agree to submit to the non-exclusive jurisdiction of the English courts.

In simple terms, "non-exclusive jurisdiction of the English courts" means that if you were able to bring a claim arising from or in connection with this User Agreement against us in court, an acceptable court would be a court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

## General

If any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

We may assign our rights and obligations under this User Agreement in accordance with the below (but without your prior express consent), provided that we assign the User Agreement on the same terms or terms that are no less advantageous to you.

Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

We may amend this User Agreement at any time by email, or via the Notifications section of the dashboard or by posting the amended terms on [www.pursuedbybear.co.uk](http://www.pursuedbybear.co.uk). All amended terms shall automatically be effective 30 days after they are initially posted. Your continued use of our Services after the effective date of these amended terms constitutes your acceptance of them.

This User Agreement may not be otherwise amended except through mutual agreement by you and a Theatre Hire Solutions representative authorised to do so.



The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the Pursued By Bear site.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement. A person who is not a party to this User Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement but this does not affect any right or remedy of a third party specified in this User Agreement or which exists or is available apart from that Act.

Theatre Hire Solutions works to ensure that listed items do not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify us and we will investigate.

The User Agreement and all policies posted on our site are the entire agreement between you and Theatre Hire Solutions and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees (with respect to fees owed for our Services), Content, Liability, Compensation, Legal disputes and the release contained in this General section. Legal notices shall be served by registered mail to Theatre Hire Solutions Limited, 2 Sorrel Bank, Salford, M6 7DH, United Kingdom. We shall send notices to you by email to the email address you provide to Theatre Hire Solutions during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

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