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You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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

The DLWP makes no representations as to the security quality or propriety of any website which may be accessed through this website and accepts no liability for the content or for any loss or damage caused or alleged to have been caused by the use of or reliance on information contained in such websites or goods or services purchased there from. Connected websites accessed through this website are independent websites over which the DLWP does not exercise any control whether financial editorial or of any other kind and are not in any way endorsed by the De La Warr Pavilion.

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## DATA PROTECTION & SECURITY

The DLWP server and firewall is fully managed to ensure information held is fully protected. The management company is certified to an ISO 27001 standard. An Information Security Management System (ISMS) is in place to protect our assets and to manage customer data securely and to a high standard. We do not, however, guarantee that our site will be 'secure' or free from bugs or viruses.

The DLWP will take reasonable steps to ensure that data transmitted electronically to the DLWP via the site or otherwise and stored by the DLWP is not accessed by unauthorised third parties in accordance with the requirements of the Data Protection Act 1998. You accept the risk that data transmitted electronically to the DLWP via this website or otherwise may be intercepted before reaching the DLWP or accessed from the DLWP's data storage by third parties not authorised by the DLWP and may be exploited unlawfully by such unauthorised third parties.

The personal information that you enter into our on-line booking form will be held securely and will not be used for any other purpose than for us to contact you by both email and post about DLWP events and promotions.

If, however, you are booking for an event that is being presented or promoted by a company or artist that is Arts Council funded we are required from 1st April 2016 to seek your permission to share your contact details with that company or artist. You will be invited to opt in or opt out of this sharing of information.

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [info@dlwp.com](mailto:info@dlwp.com).

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

The Data Protection Act 1998 gives you the right to access information held about you. Your right of access can be exercised in accordance with that Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

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We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods or services to you, which will be set out in our Conditions of Sale and Entry.

#### APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.