



The Curated Casting Company Limited
Terms and Conditions

This agreement is dated [DATE]

Parties

- (1) The Curated Casting Company Limited incorporated and registered in England and Wales with company number 09976948 whose registered office is at Plus Minus LLP, 1 Market Square, London SE18 1FU. **(The Casting)**
- (2) Blank [ADDRESS] **(Client)**

BACKGROUND

- (A) The Casting is a company specialising in personal introductions, offering its discrete, bespoke and exclusive headhunting, matchmaking and consultation services to clients seeking life partners.
- (B) The Client is an adult who has reviewed the terms of this Agreement and wishes to benefit from The Castings services.
- (C) The Client agrees to obtain and The Casting agrees to provide the Services on the terms set out in this Agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions.

Applicable Laws: all applicable laws, statutes, regulations in force from time to time.

Charges: the sums payable for the Services, including the registration, introduction and success fees as set out in Schedule 1.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Introduction: means the presentation to the Client by The Casting of a potential Match culminating in agreement to contact with view to a potential meeting.

Match: means the potential compatible partner Introduced by the Casting.

Profile: means the details as provided in the questionnaires filled out by the Client or potential matches at The Castings request and/or information collected during interviews conducted by The Casting as set out in Schedule 1.

Services: the services as set out in Schedule 1, including services which are incidental or ancillary to such services.

Success: means a successful relationship between the Client and the Match which results in, including but not limited to, cohabitating, engagement, marriage or pregnancy.

2. Commencement and duration of the Services

- 2.1 The Client will be deemed to have accepted and agreed to this Agreement when any of the following events occurs:
- (a) the Client signs this Agreement;
 - (b) the Services commence; or
 - (c) Acceptance from the Client of an Introduction.
- 2.2 The Casting shall provide the Services to the Client in accordance with this Agreement.

3. Client's obligations

- 3.1 The Client must be single and not in a relationship and will provide The Casting with true and accurate information relating to the Client's personal circumstances.
- 3.2 The Client shall:
- (a) provide to The Casting all documents and information, required by The Casting in connection with the Services and ensure that they are accurate and complete;
 - (b) undertake to inform The Casting immediately if any of the data or information that the Client provided when preparing their Profile has changed and undertakes to provide all personal information that might prove to be necessary or useful in preparing or modifying the Profiles, particularly in the event of a change with regard to the Client's emotional availability;
 - (c) provide recent photographs of the Client;
 - (d) act in good faith and honesty;
 - (e) authorise The Casting to provide a copy of the Client Profile to anyone The Casting deems potentially compatible with the Client;
 - (f) undertake to treat any potential Match presented with respect and courtesy and not to disclose any information about such Client to any third party, particularly on the internet and/or social networks; and
 - (g) to notify The Casting within 2 months of any Success in relation to the Match that occurs from applicable Introduction.

4. Charges and payment

- 4.1 In consideration of the Services provided by The Casting, the Client shall pay the Charges as set out in this Agreement. Charges may vary from client to client.
- 4.2 The Client shall pay each invoice submitted to it by The Casting immediately upon receipt to a bank account nominated in writing by The Casting.
- 4.3 If the Client fails to pay The Casting any sum due under this Agreement on the due date:
- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4.4 (a) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
 - (b) The Casting may suspend all or part of the Services until payment has been made in full.
- 4.4 All sums payable to The Casting under this Agreement:

- (a) are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.5 The Client's payment of one or more of the Charges, without having signed this Agreement, is valid as acceptance of the Agreement.

4.6 For the avoidance of doubt, all Charges set out in this Agreement are non-refundable.

4.7 The Casting will acknowledge receipt of payment of all Charges paid and the Services will be effective from the date the Charges are received by the Casting.

5. Data protection

5.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

5.2 The Client must not discuss or show any details provided to the Client to any other person at any time during or after the term of this Agreement.

5.3 The Client must comply with the Privacy Statement as set out in schedule 2 of this Agreement.

5.4 The Casting will hold the Client's details in the strictest confidence and in accordance with Data Protection Legislation.

6. Confidentiality

6.1 The Client undertakes that it shall not at any time during or after this Agreement, disclose to any person any confidential information concerning the business or clients.

6.2 Each party may disclose the other party's confidential information:

- (a) for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

7. Liability

7.1 Except in the case of death or personal injury caused by The Casting's negligence, the liability of The Casting under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Charges paid or due to be paid by the Client to The Casting under this Agreement.

7.2 Except as expressly provided in this Agreement, The Casting excludes all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law. The Casting accepts no liability for any losses or damages which are not reasonably foreseeable arising out of or in connection with this Agreement or use of the Services.

- 7.3 Nothing in this Agreement shall exclude or limit The Castings liability for personal injury or death caused by The Casting's negligence. In addition, this Agreement shall not limit or exclude any other liability that is not permitted to be limited or excluded under Applicable Law.
- 7.4 The Client is responsible for the accuracy of the information provided during the registration. The Casting cannot guarantee that the Client will successfully secure a partner as a result of using the Services.
- 7.5 The Casting has no liability for any misuse by the Client of any personal information or data made available through the Service or for any other use of the Service which is contrary to the terms of this Agreement.

8. Termination and Suspension

- 8.1 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this Agreement; or
 - (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
- 8.2 The Casting may terminate this Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment.
- 8.3 If the Services are no longer required and subject to all outstanding charges being paid in full, the Client shall be entitled to terminate the Agreement on notice to The Casting.

9. Obligations on termination and survival

- 9.1 On termination or expiry of this Agreement the Client shall immediately pay to The Casting all of The Casting's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, The Casting may submit an invoice, which shall be payable immediately on receipt;

10. General

- 10.1 **Force Majeure Event** means any circumstance not within a party's reasonable control.
- 10.2 If the Force Majeure Event prevents, hinders or delays any performance or obligations for a continuous period of more than 6 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 2 weeks' written notice.
- 10.3 This Agreement is personal to the Client and the Client shall not assign or transfer any of its rights and obligations under this Agreement. The Casting may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.
- 10.4 No variation of this Agreement shall be effective unless it is in writing and signed by the parties.
- 10.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

10.6 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

10.7 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11. Governing law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Schedule 1 - Services

Services

1. The Casting undertakes to use its best efforts to offer suitable Introductions to the Client.
2. If the Client wishes to establish contact with a Match, The Casting will conduct an Introduction as soon as the Match is available and provided the Match consents to the Introduction.
3. Presentation to the Client of a Match will occur at The Casting's sole discretion.
4. As Success following Introductions depends only on the personal affinities of the Match/Client, The Casting cannot guarantee under any circumstances that Introductions will result in a Success. In this regard, The Casting is subject only to a best efforts obligation and not to an obligation to achieve a particular result for the performance of its obligations under the Agreement.

Charges

1. A registration fee of £30 payable upon commencement of this Agreement and includes the face-to-face meeting with The Casting.
2. An Initial introduction fee of £350 (women) or £500 (men) payable upon when both parties have agreed to an Introduction.
3. Introduction fees for women are a one-off charge with no time constraint and no guaranteed Introductions after the initial introduction fee is due.
4. Initial introductions fees for men are for a six month service.
5. The initial success fee of £500 shall be payable for any Success.
6. The second stage success fee of £2000 shall be payable where the Success continues for six months or more.

Client Details

Name:	
Date of birth:	
Address:	
Profession:	
Contact information:	
Telephone number:	
Email address:	

Schedule 2 - Privacy Notice

This document contains the current 'The Curated Casting Company Limited' or 'The Casting' Privacy Notice that is displayed on the company website.

1. Introduction:

We, The Curated Casting Company Limited take the protection of your personal data very seriously and strictly adhere to the rules laid out by data protection laws and the General Data Protection Regulation (GDPR).

This privacy notice aims to give you information on how we collect and process your personal data through your use of this site and any data you may provide, if you contact us regarding our services or indeed if you participate in the service process (being a client or a prospect).

If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact us using the contact information laid out in section 10 of this privacy notice.

2. Lawful Basis of Processing Personal Information

We only collect and use personal information about you when the law allows us to. Most commonly, we use it where:

- The data subject (you) has given consent to the processing activity taking place. This is done through our interview questionnaire.
- If the processing is necessary for the performance of a contract. This is when you enter into a service agreement with us.
- If the processing is necessary for the purpose of the legitimate interest pursued by us or our partners. This is when we may process your data from public sources such as LinkedIn.
- Through legal obligations, such as tax and VAT purposes.

3. What Information do we collect and where from?

We collect personal information from you, for example, if you contact us, request product information, call us or use any of our services. The categories of personal information we may collect, store and use about you depends on our relationship with you. However, these could include:

- Name
- DOB
- Marital status
- Nationality
- Ethnicity
- Gender
- Passport or other form of photographic ID
- Email address
- Address
- Phone Number
- Photos
- Physical characteristics
- Assets
- Income
- Personal profile questions (hobbies, living style, siblings, family situation)

The following data items will be collected during an interview process, all with explicit consent.

- Health data
- Political opinion
- Religious beliefs

We may also process your data through Third Parties such as LinkedIn and collaborative agencies. This is mainly for verification or initial scouting purposes. The data processes by us will only include that which is contained on your profile. If you would like more information on these agencies, please contact us using the information in section 10 of this notice.

1. Use of 'Cookies'

Cookies are small text files (typically made up of letters and numbers) placed in the memory of your browser or device when you visit a website or view a message. Cookies allow a website to recognise a device or browser and come in many different forms. We use the following types of cookies:

Essential/Necessary Cookies

These cookies are essential for the functioning of our website. This includes, for example, issue of anonymous session IDs to summarise multiple queries to a web server or ensuring fault-free functioning of registrations and orders.

Embedding Of Social Plugins

Our website uses buttons for the following social Networks

Facebook, Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA

Twitter, Twitter Inc., 1355 Market St, Suite 900, San Francisco, CA 94103, USA

Instagram 42 Earlham St, Covent Garden, London WC2H 9LA

The buttons show the logos of the individual social networks. However, the buttons are not standard social plugins, i.e. plugins provided by social networks, but links with button icons. These buttons are only activated by deliberate actions (clicking). If you do not click the buttons, no data will be transferred to the social networks. By clicking the buttons, you accept communication with the servers of the social network, thereby activating the buttons and establishing the link.

When you activate the button, the social networks will also receive the information that you accessed, the respective page of our website and when you did so. In addition, information such as your IP address, details about the browser you used, and your language settings may be transmitted. If you click the button, your click will be transferred to the social network and used according to their data policy.

When you click the button, we have no control over the data collected and the data-processing operations. We are not responsible for this data processing, nor are we the "controller" as defined in the GDPR. Neither are we aware of the full extent of data collection, its legal basis, purposes and storage periods. Given this, the information provided here is not necessarily complete.

The data will be transmitted irrespective of whether you have an account with this provider or whether you are logged in there. If you are logged in with the provider, your data will be assigned directly to your account. Providers may also use cookies on your computers to track you.

As far as we know, these providers store this data in user profiles which they use for advertising, market research and/or demand-oriented website design. This type of analysis is performed (also for users who are not

logged in) to present demand-oriented advertising and inform other users of the social network of your activities on our website. You have the right to object to the creation of these user profiles. To exercise your right of objection, please contact the relevant provider.

Please consult the information provided by the following social media sites for details of the purpose and scope of data collection and of further processing and use of the data by the respective social network, and for your rights and privacy settings:

Facebook: <https://www.facebook.com/about/privacy>

Twitter: <https://twitter.com/privacy>

Instagram: <https://help.instagram.com/519522125107875>

If you do not wish social networks to obtain data about you, do not click the button.

4. How long do we keep information for

We pride ourselves on ensuring that your personal data is retained for the period that we need it for only. All personal information collected has a defined retention period of the time you use the service plus seven years, which is in-line with our retention policy. Seven years ensures your data is retained from various legal obligations.

5. Security of personal information

We are committed to handling your personal information with high standards of information security. We use computer safeguards such as strong passwords, anti-virus software and we enforce physical access controls to our working locations using CCTV and alarm systems. We also ensure only the employees who need access to your data to be able to do their jobs are the ones who have access. Our website and email provider have also been vetted to ensure they uphold the minimum-security standards of their industries.

6. Children's information

We collect information on children including names and ages with the consent from a responsible parent for the purpose of profile building. If we have collected personal information on a child outside of this documented process, please see section 10 to contact us immediately so we can remove this information without any undue delay or seek the appropriate parental consent.

7. Your individual rights

In this Section, we have summarised the rights that you have under General Data Protection Regulation. Some of the rights are complex, and not all the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.

Your principal rights under General Data Protection Regulation are:

- Right to Access
- Right to Rectification
- Right to Erasure
- Right to Restrict Processing
- Right to Object
- Right to Data Portability
- Right to Contest Automated Decision Making

You have the right to confirmation as to whether we process your personal data and, where we do, access to the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee (£10) or your request may be rejected if deemed excessive or unreasonable.

You, as a data subject, have the right to rectification which will allow you as the data subject to modify/change any personal information to the purpose of ensuring that the information we process is updated to date.

The right to erasure or right to be forgotten will allow you as the data subject to inform us that you no longer want us to continually store or process your personal information. Please be aware that we may decline your right for several reasons, which are not limited to, having a lawful basis to process your information or us needing your information for the performance of a contractual or legal obligation.

As a data subject you have the right to request the stopping of any processing of your personal information. Please be aware that you must provide us with a legitimate reason for us to stop processing. Any request made that doesn't conform to GDPR will be rejected.

The right to data portability will allow you as the data subject to have your personal information securely transferred to another organisation for processing. We place this responsibility on you, the data subject. When you make this request, we will export all information about you and securely transfer it to you. You, the data subject will be able to give this information to your chosen organisation.

If you have any question about these rights, please see "additional information", section 10 of this policy.

8. Data transfers/Third parties

1. Providing your information to others

We do not sell your data to any other providers. The only providers we may share your data with are those required to be able to offer you our services (for example our email provider will process your data when we send you emails). For details on the providers we use, please contact us with the information in section 10 of this notice.

2. Information security with Transfers

In this section, we provide information about the circumstances in which your personal data may be transferred to countries outside the European Economic Area (EEA).

We may share personal information to third parties outside of the European Economic Area (EEA), for example our email provider may need to change and host our services outside of the EEA. If this was to change, we would ensure that information security at the highest standard would be used to protect any personal information. This would include the use of encryption on transit and ensuring that data protection laws are being pursued.

All Information that is being transferred within the EEA will follow our strict Information Transfer Policy, which can be requested from section 10 of this policy.

9. Right to complaint

We take any complaints about our collection and use of personal information very seriously.

If you think that our collection or use of personal information is unfair, misleading or inappropriate, or have any other concern about our data processing, please raise this with us in the first instance.

To make a complaint, please contact us via email on kerensa@thecasting.co.uk.

Alternatively, you can make a complaint to the Information Commissioner's Office:

By Post: Information Commissioners Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

By Website: [Click Here](#)

By Email: [Click Here](#)

By Phone: 0303 123 1113 (Local rate) or 01625 545 745 (National rate)

10. Additional information

Your trust is important to us. That is why we are always available to talk with you at any time and answer any questions concerning how your data is processed. If you have any questions that could not be answered by this privacy policy or if you wish to receive more in-depth information about any topic within it, please contact us at kerensa@thecasting.co.uk.

11. Review of this Policy

We keep this Policy under regular review. This Policy was last updated on 20/04/2020

12. Amendments

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

Signed by Kerensa Robertson for
and on behalf of The Curated
Casting Company Limited

.....
Director

Signed by [XXXX]

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