

The Curated Casting Company Limited

Terms and Conditions

These terms and conditions set out the basis on which we, The Curated Casting Company Ltd, of The Old Rectory, Cold Higham, Towcester, Northamptonshire, company no. 09976948 (“**we**”, “**us**”), are agreeing to provide our introduction and matching services set out in Schedule 1 (the “**Services**”) to you, a customer wishing to purchase those Services (“**you**”, “**your**”).

Contract Process

By confirming to us that you wish to proceed with the Services, you are making an offer to purchase those Services from us.

Your request for Services will only be deemed to be accepted by us and a contract formed on these terms for the Services (the “**Contract**”), when we confirm in writing that we are agreeing to provide those Services and when you have paid us the Charges in accordance with the ‘Charges and Payment’ section below.

Your initial Contract with us will be for 12 months from when we accept your request for Services or when you start receiving the Services (if this is earlier). You may extend your Contract for a further period after the first 12 months if we agree to this.

Our Services

We will supply the Services to you in accordance with these terms and conditions.

From time to time it may be necessary for us to change the Services to reflect changes in the legal or regulatory requirements that apply.

We may also change how we deliver the Services from time to time, including to make improvements to them which we think will be beneficial to you.

Where we are making changes, we will notify you in advance.

Your Responsibilities

In order for us to provide the Services to you, you will need to:

- a. provide us with all information we reasonably ask you for relating to your requirements for the Services and ensure that this information is correct;
- b. complete the questionnaires provided by and/or participate in interviews with us to help us form your profile for potential Matches (the “**Profile**”);
- c. act in good faith and honestly in all of your dealings with us and any potential Matches you meet or are introduced to through our Services.
- d. keep us updated with any changes to your requirements or any information you have previously given to us that is relevant to our provision of the Services;
- e. treat any potential Match as well as anyone else you meet at any of our events or are introduced to by us with respect and courtesy, including respecting their right to privacy; and

- f. when attending any of our events, complying with any health, safety and security requirements that we or anyone operating those events requires.

By signing up to receive the Services, you agree that we may provide a copy of your Profile to anyone we potentially consider to be compatible with.

We will not be responsible for any delays in us providing the Services which are caused by anything done by you or any failure by you to comply with your responsibilities under these terms.

We also reserve the right to charge you additional sums if you don't give us information we've reasonably asked for about you so we are able to provide the Services.

Charges and Payment

Our charges for the first 12 months of the Services (the “**Charges**”) are set out in Schedule 1 and do not include VAT. The Charges are payable annually in advance, and in order to receive the Services, you must have paid the Charges in full.

Should you wish to continue receiving the Services after the first 12 months, you will be required to pay further Charges for subsequent years before the start of each 12 month period. We reserve the right to increase our Charges for any further years of the Contract, but will notify you in advance of any changes to the Charges.

If we're unable to collect any payment you owe us:

- a. we may charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with any overdue amount; and/or
- b. we may suspend all or part of the Services until you have paid all outstanding amount (including all interest) in full.

If the rate of VAT that applies to any of the Charges changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

Your Rights to Cancel

You may cancel your Contract with us early if you change your mind within 14 days of us agreeing to provide the Services. In these circumstances you will be entitled to a refund of any amounts you've paid us in advance less any Charges for Services we have provided or for unrecoverable costs for your Services we have committed to before you cancelled.

If you wish to cancel your Contract with us early, you should notify us in writing using the details in the How to Contact Us section below and explain your reasons for wanting to cancel. If you are entitled to a refund of any Charges for cancelling, this will be paid to you within 14 days of your Contract being cancelled. We will refund you by the method you used for payment. We don't charge a fee for the refund. Please note that the Charges are non-refundable if you decide to cancel the Contract more than 14 days after we have agreed to provide the Services.

You may opt for our Services to be suspended

You may opt at any time for our Services to you to be suspended or placed on hold. If you decide to place our Services on hold, this must be for a minimum period of 4 weeks each time. You may place our Services on hold for a maximum of 6 months during any year of the Contract. You will not be liable for any of the Charges whilst our Services are on hold, however please note that each year of the Contract will be extended by the amount of time that you place our Services on hold.

Our Rights to Cancel

We can end our contract with you and claim any compensation due to us (including enforcement costs) if:

- a. you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
- b. in our reasonable opinion, you fail to treat any potential Match or any individual(s) you meet at our events with courtesy and respect;
- c. you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Services; or
- d. you fail to comply with any of your other obligations in these terms when required.

If we end the Contract early for one of the reasons above, you must immediately pay all outstanding amounts due for any Services provided or procured by us on your behalf and return to us any of our information or materials in your possession.

As well as cancelling the Contract early, we also reserve the right to suspend provision of the Services to you for any of the reasons listed above until you have rectified the issue which caused us to suspend the Contract.

Our Liability to You

We are responsible for losses you suffer because we have broken this Contract unless the loss is:

- a. **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- b. **Caused by a delaying event outside our control.** As long as we have taken the steps to notify you of the delay as required by these terms.
- c. **Avoidable.** Something you could have avoided by taking reasonable action.
- d. **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in the terms below.

Whilst we will provide our Services with reasonable skill, care and diligence, we cannot and do not guarantee that you will successfully secure a partner as a result of using our Services.

Confidentiality

You and we each agree to respect the confidentiality of information shared between us and between you and any potential Matches you are introduced to. Neither you nor we will use any confidential information shared between us for any purpose other than providing or receiving the Services (unless otherwise required by law).

Your Information and Personal Data

We will at all times handle any personal data you share with us in respect of the provision of the Services in accordance with our legal obligations, including those in the Data Protection Act 2018 and our Privacy Notice, as set out in Schedule 2.

You agree to also comply with your obligations in Schedule 2 and at all times to respect and protect the privacy of our other clients and potential Matches you meet through us or at any of our events.

We will not accept liability for any misuse by you of any personal information or data you receive during the course of the Services.

All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us at all times. We grant you a limited, non-exclusive licence to use our intellectual property rights solely to the extent necessary for you to receive the benefit of the Services.

Complaints and Disputes

If at any time you are unhappy with the Services you are receiving from us or have any concerns about our performance please do let us know using the contact details below and we will do our best to rectify the issue.

How to Contact Us

If you need to contact us in respect of any matters relating to our Services or this Contract, you can do so as follows:

- a. **Phone:** [01327 228930](tel:01327228930)
- b. **Email:** hello@thecasting.co.uk
- c. **Website:** <https://thecasting.co.uk/>

Other Important Terms

If our supply of our Services to you is delayed by an event outside our control, such as extreme weather or material delays, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but you can contact us to end the Contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.

We can transfer our contract with you, so that a different organisation is responsible for supplying your Services. We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the Contract.

You may not transfer your contract with us to someone else.

Nobody else has any rights under this Contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

These terms and conditions and the Contract will be governed by English law. Any disputes or claims under or relating to the Contract will be dealt with in the English courts, except that if you are a consumer and live in Wales, Scotland or Northern Ireland, claims may be brought in the country where you live.

Schedule 1 – Services and Charges

Services

1. We will use all reasonable efforts to offer suitable introductions of potentially compatible partners (individually, a “**Match**”) to you either at our events or as a one-to-one.
2. If you wish to establish contact with a Match, we will conduct an introduction between you and the Match as soon as the Match is available and provided the Match consents to the introduction.

Charges

1. £3,600 (plus VAT) for 12 months' membership commencing on the earliest of:
 - a. the date we confirm in writing that we are agreeing to provide the Services;
 - b. the date payment of the Charges is received by us in full;
 - c. acceptance by you and a potential match of an introduction as a result of our Services;
or
 - d. acceptance by you to attend any of our events.

Schedule 2 – Privacy Notice

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, including the Data Protection Act 2018 and UK 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 the Terms and Conditions above.

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.

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 the Terms and Conditions.

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 UK 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.

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.

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.

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 our terms and conditions or the contact details below on how to contact us immediately so we can remove this information without any undue delay or seek the appropriate parental consent.

Your individual rights

In this Section, we have summarised the rights that you have under UK GDPR. 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 UK GDPR 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 UK 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 contact us using the details set out in the terms and conditions above.

Data transfers/Third parties

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 our terms and conditions.

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 UK or European Economic Area (EEA).

We may share personal information to third parties outside of the UK or European Economic Area (EEA), for example our email provider may need to change and host our services outside of the UK or 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 UK or EEA will follow our strict Information Transfer Policy, which can be requested from us.

Right to complain

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)

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 hello@thecasting.co.uk.

Review of this Policy

We keep this Policy under regular review. This Policy was last updated on 28 June 2024.

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.