



The Script Store / the-script-store.co.uk
Offbeat Theatre, West Lodge, Bredenbury, HR7 4TB
Terms and Conditions of Service

1. DEFINITIONS

1. CONTENT: Any information uploaded to The Script Store (plays, photos, music or any other information in accordance with these terms of service).
2. SUBMISSION: Any script you are submitting to The Script Store for sale to schools, youth groups and theatre companies.
3. YOU: The person making the submission.
4. SERVICE: The online store that acts as a marketplace for the sale of Submissions, including the display features of Content and all associated software.
5. WEBSITE: the-script-store.co.uk
6. OFFBEAT THEATRE: The business/company that operates The Script Store, trading from West Lodge, Bredenbury, Herefordshire, HR7 4TB. Offbeat Theatre can be contacted via the-script-store.co.uk

2. GENERAL

1. These Terms and Conditions of Service form a legal agreement between Offbeat Theatre and You each time you make a Submission.
2. This agreement is between You and Offbeat Theatre. No other person shall have the right to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
3. To use the Service you must first agree to the Terms and Conditions as prompted on the Website. Continuing to use the Service from this point will be treated as acceptance of the Terms and Conditions of Service. You will not use the Service if you do not accept these Terms and Conditions.
4. If Offbeat Theatre receives notice of Content that infringes copyright or any other intellectual property rights, it will remove said Content as soon as is practical. Notice of copyright infringement can be made via the contact details on the website.
5. You should print off and retain a copy of these Terms and Conditions of Service for your records.

3. SUBMISSIONS

1. Offbeat Theatre can only accept Submissions by electronic means.
2. Submissions are limited to theatre play scripts only.
3. The Submission must not contain materials You are not permitted to use.
4. The Submission must contain the entire play.
5. The Submission must not have previously been published under an exclusive arrangement with a publisher without their consent. Please contact Offbeat Theatre if you are unsure.
6. Offbeat Theatre do not require any particular format to the layout of your Submission, but it should be clear and easy to read.
7. Submissions must be presented in .pdf format. Please contact Offbeat Theatre if you wish to submit in any other format.

4. RESPONSIBILITIES AND WARRANTIES

1. You retain full ownership and copyright of the Submission at all times.
2. You have the responsibility to ensure that the Submission:
 - i. Does not infringe the copyright of a third party.
 - ii. Is original to You and was created solely by You or is submitted with shared authorship if appropriate.
 - iii. Is not defamatory or unlawful.
3. You agree to indemnify and keep Offbeat Theatre indemnified from and against all and any claims, costs, damages, expenses, actions suffered or incurred by Offbeat Theatre arising

- out of any breach of the warrant in clause 4.2 above.
4. You agree that You will not submit to Offbeat Theatre material You deem to be confidential or trade secret material.
 5. You are fully responsible for the Content associated with any Submission You make. Offbeat Theatre are not liable for any errors or omissions to Content.
 6. You must have the correct permissions for all Content, including production photographs, before uploading them to the Website.

5. GRANT OF RIGHTS

1. You hereby grant Offbeat Theatre the rights to:
 - i. Market the submission by copying and communicating the Submission, including the use of recordings, photographs and music via hosting, streaming, displaying, transmitting and downloading.
 - ii. Use the Submission and Content in such a way to allow full use of the Service and the Website for the benefit of its users.
2. You hereby allow Website users the rights to:
 - i. Download or read online a preview of the Submission.
 - ii. Read the whole Submission online (this feature is protected – please contact us if you have concerns)
 - iii. Purchase a copy of the Submission, including music and scores.
 - iv. Purchase the rights to perform the Submission.
 - v. Purchase the rights to photocopy the Submission.
 - vi. Purchase the rights to record the performances in any form.
3. The foregoing rights to Offbeat Theatre do not affect your ownership or licence rights in your Submission, including the right to market or sell the Submission to third parties.
4. The commercial rights to Offbeat Theatre are restricted to the marketing of the Service and the Website and Offbeat Theatre will not sell or market your Submission for sale other than the Website.
5. You acknowledge and consent that the Submission, together with your name and other information, which You provide and will publicly accessible in association with your Submission. By the act of Submission you publish this information.

6. PAYMENTS

1. Offbeat Theatre run a commission-only based commercial business model and will deduct 25% of all sales when issuing payments to be paid to the bank account details that You provide.
2. All details of sales to You related to your Submissions will be recorded on your private client pages, with details of deducted commission and monies due to you.
3. You agree to initiate an invoice to Offbeat Theatre at an interval that will be no more than monthly given that sales of your Submission/s have occurred in the time frame.
4. Offbeat Theatre is not responsible for the organisation and implementation of payments to second authors or composers and will only pay the named person on the invoice provided relating to joint Submissions.

7. TERMINATION

1. These Terms and Conditions of Service will continue to apply until terminated either by Offbeat Theatre or by You.
2. To terminate your legal agreement with Offbeat Theatre please notify Offbeat Theatre at any time via email or in writing and close your account on the Website.
3. Offbeat Theatre will not continue to sell your Submissions via the Website once notification is received.
4. Offbeat Theatre may at any time terminate its legal agreement with you if:
 - i. You have breached any provision of these Terms and Conditions of Service.
 - ii. Offbeat Theatre is required to do so by law.
 - iii. Offbeat Theatre decides that, in its opinion, the Service is no longer viable to your Submissions. Notice will be given in good time in this instance.
5. Offbeat Theatre will pay all due fees on termination of this legal agreement.

8. COMMUNICATION FROM OFFBEAT THEATRE

1. Offbeat Theatre will communicate immediately with You following your application to present a Submission and when the Submission is received.
2. Should no communication be received within 48 hours, please email via the Website to confirm.
3. Any new Submission requires approval from Offbeat Theatre and will be publicly available on the Website within 24 hours of review.
4. Offbeat Theatre encourage You to contact them with any queries or concerns via their email address - info@the-script-store.co.uk

9. CHANGE TO THE TERMS AND CONDITIONS OF SERVICE

1. Offbeat Theatre reserves the right to make changes to these Terms and Conditions of Service that it considers are reasonable and necessary, including changes to the Service.
2. You will be made aware of updates to the Terms and Conditions of Service and should download a new copy and become familiar with the changes.
3. If You disagree with the changes You must terminate the agreement with Offbeat Theatre and stop using the Service.
4. Your continued use of the Service will constitute your agreements with the updated Terms and Conditions of Service.

10. LIMITATION OF LIABILITY

1. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Service, whether express or implied.
2. Offbeat Theatre shall not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - i. use of, or inability to use, the Service;
 - ii. loss of profits, sales, business, or revenue;
 - iii. business interruption;
 - iv. loss of anticipated savings;
 - v. loss of business opportunity, goodwill or reputation; or
 - vi. any indirect or consequential loss or damage.
3. Offbeat Theatre does not in any way exclude or limit its liability for:
 - i. death or personal injury caused by its negligence;
 - ii. fraud or fraudulent misrepresentation; or
 - iii. otherwise, to the extent that such exclusion or limitation is not permitted by applicable law.

11. OTHER

1. These Terms and Conditions of Service are governed by English Law. This means the Service and any dispute or claim arising out of or in connection with it will be governed by English law. You and Offbeat Theatre both agree that the courts of England and Wales will have exclusive jurisdiction.