The Red Radio Website and App Terms and Conditions

Welcome to The Red Radio! These terms and conditions outline the rules and regulations for the use of The Red Radio website and app, owned and operated by XCel Boradcast Ltd. By accessing our website and app, you agree to abide by these terms and conditions. If you do not agree with any part of these terms, please refrain from using our website.

Introduction and About Us:

The Red Radio is a dynamic radio entertainment website operated by XCel Broadcast Ltd, with its registered office at Boho 5 Bridge Street East, Middlesbrough, GB. TS2 1NY

Access to the Website:

Access to The Red Radio website is temporarily granted, and we reserve the right to withdraw or amend any part of the website, including its content, services, and apps. XCel Boradcast Ltd shall not be held liable if the website or apps are unavailable at any time or for any period.

Users are allowed to use our website and the software and services available through it (collectively, the “Website Services”) for lawful purposes only. Prohibited activities include, but are not limited to:

* Breaching any applicable local, national, or international laws or regulations.
* Engaging in unlawful or fraudulent activities.
* Harming or attempting to harm minors.
* Transmitting any unsolicited or unauthorized advertising, promotional material, or spam.

Users are responsible for making necessary arrangements for accessing the website and ensuring that anyone accessing the website through their internet connection is aware of and complies with these terms.

Use of Content and Linking to the Platform:

All content and material on The Red Radio website and apps belong to The Red Radio or its licensors, and users should assume that all content is owned by The Red Radio unless otherwise specified. The content is protected by copyright laws globally. No content may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed without express permission, and it is solely intended for personal, non-commercial use. Any unauthorized modification or prohibited use of the content violates The Red Radio's copyright and other proprietary rights.

Specifically, without limiting the above restrictions, you may not do any of the following without prior written permission from The Red Radio's team:

(i) Redistribute any content, including using it as part of any library, archive, or similar service.

(ii) Remove any copyright or trademark notice from the content.

(iii) Create a database, electronically or in structured manual form, by downloading and storing any of the content.

Creating links to or from our platform without The Red Radio's prior written consent is not allowed. Contact us to request permission for linking to our platform.

Important Registration Information for The Red Radio:

You are responsible for all use of The Red Radio website made by you or anyone else using your user name and password (collectively, “ID”). You are liable to The Red Radio for preventing unauthorized use of your ID. If you suspect a breach of security, such as the disclosure, theft, or unauthorized use of your ID or payment information, you must immediately notify The Red Radio via our contact page. The Red Radio will not be liable to you or any third party for unauthorized use of your ID. Although The Red Radio does not have a specific registration or login page, these terms reference you contacting The Red Radio for support or inquiries.

The Red Radio Reporting of Offensive/Illegal Content:

While The Red Radio does not exercise control over or monitor User Generated Content, if you come across such content, please contact us via email at policyks@theredradio.co.uk, providing the following information in sufficient detail:

(i) The location of the harmful/infringing/offensive content on our Site;

(ii) A brief description of why you consider the content to be harmful, offensive, or infringing, and a statement confirming that you have a reasonable and honestly held belief that use of the content is not authorized;

(iii) A brief description of, and information related to, the copyright work which you believe is infringed; and

(iv) Your contact details.

We will promptly remove any and all Content and User Generated Content (without prior notice to you) if we reasonably believe such Content/User Generated Content to be in breach of these Terms.

News via E-Mail or App:

The Red Radio may provide you with the option to subscribe to its email news service (or RSS feed via App). Your use of any information received through the email news service will be subject to these terms.

Viruses, Hacking, and Other Offenses:

You must refrain from misusing our Site by knowingly introducing viruses, trojans, worms, logic bombs, or any other material that is malicious or technologically harmful. Unauthorized attempts to access our Site, the server on which our Site is stored, or any server, computer, or database connected to or on our Site are strictly prohibited. Similarly, you must not engage in attacks such as denial-of-service or distributed denial-of-service.

A breach of this provision constitutes a criminal offense under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and will cooperate in disclosing your identity to them. In the event of a breach, your right to use our Sites will cease immediately.

We shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our Site or downloading any material posted on it, or on any website linked to them.

Minors:

We strongly recommend that parents have conversations with their children regarding online safety and refrain from allowing their child/children to use this site if any concerns arise. Our team is readily available to address any parental queries.

The Red Radio Third Party Sites:

This site contains links to other websites provided by independent third parties (“Third Party Sites”), either directly or through frames. Where possible, The Red Radio will explicitly indicate such links, although Third Party Sites may be co-branded with The Red Radio. The Red Radio holds no responsibility for the availability or content of Third Party Sites and shall not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third Party Sites. You acknowledge and agree that The Red Radio has no responsibility or liability in connection therewith, and does not transfer title to you.

Limitation of Liability:

The Content and any User Generated Content are for general information and use only and are not intended to address your specific requirements. While The Red Radio aims to update the Site regularly, any of the Content or User Generated Content may be outdated, and The Red Radio assumes no responsibility for updating this. In particular, the Content and any User Generated Content do not constitute any form of advice, recommendation, or arrangement by The Red Radio and are not intended to be relied upon by users in making (or refraining from making) any specific decisions. The Red Radio disclaims all liability and responsibility arising from:

(i) any reliance placed on Content or User Generated Content by any visitor to the Site or by anyone informed of such;

(ii) any arrangements made between you and any third party named on the Site, which are at your sole risk and responsibility.

Due to the numerous sources from which The Red Radio obtains Content and User Generated Content and the nature of electronic distribution via the internet, The Red Radio does not provide any warranties regarding the Site or the Site Services. In particular, the Site Services are provided on an “as is” basis. To the extent allowed by applicable law, The Red Radio hereby disclaims all warranties, conditions, or duties of every nature whatsoever (except any duties of good faith), including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, any express or statutory warranties, and any warranties or duties regarding accuracy or timeliness. In addition, The Red Radio makes no warranty that the Site Services are free from infection by viruses or anything else that has contaminating or destructive properties.

To the fullest extent allowed by applicable law, you agree that The Red Radio will not be liable to you and/or any third party for (i) any consequential or incidental damages; (ii) loss of business; (iii) loss of income or revenue; (iv) lost profits or contracts; (v) loss of data; (vi) loss of privacy; (vii) loss of goodwill; (viii) failure to meet any duty, including but not limited to any duty of good faith; or (vi) for any indirect, special, or punitive damages whatsoever that arise out of or in connection with the use of the Site or the Site Services or any breach of these Terms by The Red Radio, even if The Red Radio has been advised of the possibility of such damages. Notwithstanding the provisions of this section, The Red Radio’s liabilities will not be limited in the case of death or personal injury directly caused by The Red Radio’s negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot be excluded or limited by law.

Privacy Statement:

The information you provide about yourself to The Red Radio is subject to The Red Radio's Privacy Policy. However, this Privacy Statement does not apply to Third Party Sites. To view our privacy Policy, please click the Privacy Policy link at the top of this page.. Changes to these Terms:

The Red Radio reserves the right, at its discretion, to make changes to any part of the Site or these Terms. When these Terms are changed, The Red Radio will publish details of the new Terms, as updated from time to time.

Advertising and Sponsorship:

Part of the Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site or App complies with applicable law and regulation. The Red Radio will not be responsible for any error or inaccuracy in advertising material.

Choice of Law & Jurisdiction:

These Terms shall be governed by, and construed in accordance with, English Law. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute that may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

Third Party Copyright:

Some of the content used on our website (such as, but not limited to, images and/or audio-visual material) are copyrighted works belonging to and supplied by third parties (including but not limited to Getty Images, Teesside Live, Sunderland Echo, Chronicle Live, OK Magazine, Northern Echo & Music News), who reserve all their rights in such content. All such third parties shall be entitled to enter the benefit of these Terms in respect of their content.

General:

You may not assign, sub-license, or otherwise transfer any of the rights under these Terms. If any term is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy. Headings in these terms are for convenience only and will have no legal meaning or effect.

Updates / Contacts:

These terms are accurate and complete as of Tuesday, 1st September 2023 at 16:55. Should we make any changes, this date and time will be updated. For any clarification of these terms, please email: hello@thereduk.com