

Terms and Conditions of Use of Hachette Websites

This section sets out the terms of use for all **Hachette UK Limited** websites. References to “the Websites” are references to all the websites and to each of them individually. References to “we” and “us” are to **Hachette UK Limited**. References to “**You**” and “**Your**” mean the person using the Websites under these Terms.

By using any of the Websites you acknowledge that you have read, understood and agree to be bound by these terms. We may update these terms and any other notices on the Websites (including the privacy policy) without the consent of any other person. All changes will be effective when posted on the Websites and you will be bound by any new terms when you visit the Websites. If you do not agree to these terms (including any amendments) you must not use the Websites.

Rights

You acknowledge that all rights in the Websites and their contents (including but not limited to text, photographs, graphics, and downloads) are owned by or have been licensed to us or are otherwise used by us as permitted by applicable law. In accessing the Websites you agree that you will access the contents solely for your own personal, non-commercial use and you acknowledge that you are not permitted to copy, download, post, store in any medium (including any other website), distribute, transmit, modify or show in public any part of the Websites without our prior written permission or in accordance with the Copyright, Designs and Patents Act 1988 as amended from time to time or other relevant provisions which are or may be in force. All brand names, product names and titles used in the Websites are trade names, and in some instances trade marks, of their respective holders. No permission is given in respect of use of any of the above, and such use may constitute an infringement of the holders' rights.

User-Generated Content (“UGC”)

You may submit material for publication in comment areas of the Websites. We accept no liability in respect of any material submitted by any user and published by us and we are not responsible for its content or accuracy. In submitting material to us for publication you agree to be bound by the following terms of acceptable use (“Terms of Acceptable Use”):

1. Publication of any material you submit will be at our sole discretion. We reserve the right to make additions or deletions to the text or graphics prior to publication, or to refuse publication;
2. You grant to us a non-exclusive, perpetual, royalty-free, worldwide licence to copy, sublicense, adapt, create derivative works from, republish and in any way distribute in any format any material (including, but not limited to print and electronic format) that you submit to us. You waive any and all moral rights in relation to the material you submit, including but not limited to your right to be identified as the author of such content and your right to object to derogatory treatment of it;
3. You will not submit any material which is intended to upset others or which is unlawful, obnoxious, indecent, profane, harassing, derogatory or rude;
4. You will not submit any material that is promotional or commercial in nature;
5. You will not submit personal information about another person or make attempts to solicit personal information from anyone;
6. You warrant that any material that you submit will be relevant to the content in respect of which it is submitted;
7. You warrant that any material that you submit to us is your own original work and that you own the copyright and any other relevant rights in it;
8. You warrant that any material that you submit to us is not obscene, offensive, defamatory of any person or a misuse of private information, and that it does not constitute hate speech against an identifiable group and is not otherwise illegal;
9. You warrant that you are aware that if you disclose personal information in content that you provide to public forums on the Websites including bulletin boards and other comment or review functions, then that information can be collected and used by others and may result in unsolicited messages from third parties.
10. You acknowledge that any breach of these warranties may cause us damage or loss and you agree to indemnify us in full and permanently against any third party liability, claims, costs, loss or damage (including indirect and consequential loss) that we incur as a result of publishing material that you submit to us; and
11. We reserve the right to remove your access to individual services completely if we believe you are not complying with these Terms of Acceptable Use or Terms and Conditions. Where appropriate, we reserve the right to report your details to the applicable law enforcement agencies.

If you believe that material has been published on the Websites that does not comply with the Terms of Acceptable Use, please notify us by sending us an email to communication@hachette.co.uk and include details of why you think the material breaches the Terms of Acceptable Use.

Competitions and Prize Draws

The Websites may contain or offer competitions, prize draw or other promotions, which may be governed by additional terms (“Additional Terms”). Additional Terms may contain eligibility requirements and will feature on the Websites alongside the relevant competition, prize draw or promotion. It is your responsibility to read those Additional Terms to determine whether your participation, registration or entry will be valid and to determine the requirements upon you in connection with the competition, prize draw or promotion. Unless expressly stated otherwise, all competitions, prize draws and promotions shall be governed by the laws of England, and the English courts shall have exclusive jurisdiction.

Data Protection and Privacy

We may need to know your personal details including your name, address and email address to provide you with information or reply to your queries or for purposes in connection with UGC. Data processing of this information will be undertaken by Hachette UK Limited, who may use a third party to fulfil such data processing needs.

We may pass information that you have given us to other companies within our group of companies. These companies will include our parent company, their parent company and all of the subsidiaries of these respective companies (the “Group”). We do not sell any personal information about our customers to third parties. Our privacy policy applies in relation to the use of any personal data collected by us and can be accessed [here](#).

NO TEXT OR DATA MINING, OR WEB SCRAPING (“TDW”)

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Websites or any services provided via, or in relation to, our Websites. This includes using (or permitting, authorising or attempting the use of):

– any “robot”, “bot”, “spider”, “scraper” or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Websites or any data, content, information or services accessed via the same; and

– any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions of this TDW condition should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This TDW condition shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Liability Disclaimer

The Websites are provided by us in good faith on an “as is” basis. We make no representations or warranties, express or implied, about the Websites or the material contained or referred to on them or available for download from them, and will not be held liable in any way for your use of them. Except to the extent provided by the applicable law, we disclaim all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose. We and all affiliated companies and individuals exclude to the fullest extent permitted by law all liability in contract or tort (including negligence) or otherwise for any direct, indirect, incidental, special and consequential damages, losses and expenses whatsoever including loss of business, anticipated savings revenues, profits, goodwill or reputation arising out of or in any way connected with the use of the Websites and/or any information, content, or services obtained through them. We endeavour to ensure that all information and material on the Websites is correct and accurate but do not accept any liability for errors or omissions, nor do we warrant that use of the Websites will be uninterrupted.

The Websites may be used only for lawful purposes and in a manner which does not infringe the rights of or restrict or inhibit the use and enjoyment of the Websites by any third party. We have the right to edit, refuse to post or remove any material submitted to or posted on the Websites. We are not responsible for, nor do we accept any liability for, any material posted on the Websites otherwise than by us. Any opinions, advice, statements, offers or other information expressed or made available by third parties on the Websites are those of the third party concerned. We neither endorse nor are responsible for the accuracy or reliability of any such third party material.

Site Security

While we make reasonable attempts to exclude viruses, worms, Trojans and other malicious or destructive computer code from the Websites and their contents, we cannot guarantee such exclusion. We give no assurance (whether express or implied), assume no obligation and accept no liability in relation to these matters. You are strongly recommended to take all appropriate safeguards before using the Websites or downloading any information or content from them.

Prices and Availability

While we make every effort to ensure that information on the Websites are accurate, this cannot be guaranteed. Prices displayed in our on-line catalogue and availability may change without prior notice.

Force Majeure

We shall not be liable for any loss, damage or otherwise as a direct or indirect result of the failure to perform or delay in performing any of our obligations nor shall there be a breach of these Terms as a result of the occurrence of any event whatsoever beyond our control, including without limitation acts of God, fire, flood, storm, civil disturbance, explosion, power failure or reduction of power supplies, acts, orders or requirements of any governmental or regulatory body, lack or shortage of materials, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks, adverse weather conditions, inability to procure or delay in procuring equipment and materials from our normal suppliers, mechanical breakdown or strike, lock-out or labour disputes.

Governing Law and Jurisdiction

Your use of the Websites and the operation of these terms, shall be governed in accordance with the laws of England. The English courts shall have the exclusive jurisdiction over any dispute arising out of your use of the Websites except that we may take action in any jurisdiction to protect our intellectual property rights or to recover any amount owed to us.

Links to Other Websites

neither we nor any of our group companies are responsible for the content or any other website, including any website through which you may have gained access to any of the websites or to which you may gain access from any of the Websites. We do not accept any liability in connection with such other websites or links.

General

The Websites and the information on them may be changed or updated without notice, unless we specify to the contrary.
If all or any part of these terms is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term shall to that extent be severed from the remaining terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

Our failure to exercise or enforce any rights or any provision of these terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

The parties (you and we) do not intend the terms or any part of them to be enforceable by any person who is not a party to these terms pursuant to the Contracts (Rights of Third Parties) Act 1999 except that members of the Group are intended beneficiaries of this Agreement. However, we may amend these terms without other Group members' consent and subsections 2(1)(a) to (c) of the Contract (Rights of Third Parties) Act 1999 shall not apply to these terms.

Trademarks

None of the trademarks, logos, trade names or brands may be copied or used in any way without prior written permission.

International use

Those who choose to access the Websites from locations outside the United Kingdom do so on their own initiative and are responsible for compliance with English laws.

If you have any queries about the Websites please contact us at communication@hachette.co.uk.

The Websites are operated by Hachette UK, a company registered in England and Wales.

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