

Website Usage: Terms & Conditions

1. Introduction

1.1. This website is operated IML Group Ltd (“IML”) Registered in England no. 02416272 Registered Office: Blair House, 184 – 186 High Street, Tonbridge, Kent, TN9 1BQ.

Please read our [Privacy Policy](#) and our [Cookie Policy](#) in conjunction with these Terms and Conditions.

1.2. Your use of the Website is subject to the following Terms & Conditions of Use, which you are deemed to accept by using the Website. If you are not prepared to comply with these terms you must leave the website immediately.

1.3. Additional terms shall apply:

1.3.1. to any purchases you make through the Website;

1.3.2. to any booking you make through the Website; and

1.3.3. where you are given an opportunity to place advertisements for goods or services on the Website.

2. Copyright

The copyright and all other rights in the material on the Website are owned by IML or are included with the permission of the owner of the rights. As a visitor to the Website, you may download a single copy of the material on the Website on a single computer for your own private viewing/listening purposes only. Single copies of pages from the Website may be printed out for the sole purposes of enabling the person printing the page to retain a copy for their own personal records. No copying or distribution of material on the Website for any commercial or business use is permitted without our prior written consent. No photography, filming, broadcast, alteration or modification of the pages of the Website is permitted without our prior written consent except as may be reasonably necessary to use the Website in good faith. Subject to this paragraph, all rights in material on the Website are reserved to IML.



3. Prohibited use

You agree not to use the Website:

- to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Website except where expressly permitted on the Website;
- to disseminate advertisements on the Website or use the Website for any other commercial purposes (which would include using the Website to promote or encourage the sale of your goods/services);
- to place links on the Website where those links take users to unlawful material or material that contravenes these Terms and Conditions;
- to transmit or re-circulate any material obtained from the Website to any third party except where expressly permitted on the Website;
- in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these Terms and Conditions;
- to disseminate any unsolicited or unauthorised advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- to disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- to disseminate any material which is or may infringe the rights (including intellectual property rights) of any third party or be unlawful, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, which may cause annoyance or inconvenience or may restrict or inhibit the use of the Website by any person or which constitutes or encourages conduct that may be considered a criminal offence or give rise to civil liability in any country in the world;
- to disseminate any material which compromises the privacy or security of anyone other than yourself;
- to disseminate any material which does or may bring IML or any of its brands or subsidiaries into dispute or in any way damage their reputation;
- to disseminate any material where use of the material by IML, or any third party licensed or permitted by IML, will give rise to any third party claims; or
- to post link(s) that take users to material that contravenes any of the above restrictions.



4. User Generated Content

4.1. The pages of the Website where you are capable of posting content are provided for your private, non-commercial exchange of lawful, relevant, fair and appropriate information, opinions and comment. Use of the Website that is inconsistent with those stated purposes is strictly prohibited. By submitting any content to the Website, you:

4.1.1. grant IML the right to use such content and all material embodied therein for any purposes including, without limitation, to edit, copy, reproduce, translate, disclose, post and/or remove such content from the Website and hereby waive all of the moral rights that you have under Chapter IV of the Copyright, Design and Patents Act 1988 in respect of any material you post to the Website;

4.1.2. warrant to IML that all such content complies with the provisions of Clause 3; and

4.1.3. acknowledge that IML may require you to confirm the above rights and warranties and agree to do so within 7 days of any request from IML.

4.2. IML reserves the right (but not the obligation) at its sole discretion to refuse, review edit, move or remove any content that is posted to, or available on, the Website without the need to give any reasons for doing so. However, IML will not review the materials that you or anyone else makes to the Website and therefore, unless we are specifically notified of the nature of any item of content, you cannot assume that IML is aware of it. If you object to the publication of any material placed on the Website please contact IML using the contact details shown in our Privacy Policy and we will take whatever action we deem appropriate.

4.3. IML accepts no responsibility for any statements, material or other submissions placed on our online forums by you or any third party, or for any loss or damage resulting from your breach of these Terms and Conditions.

5. Use of Software

5.1. Copyright in any software that is made available for download from the Website and/or the IML Materials belongs to IML or its suppliers. Your use of the software is governed by the terms of any licence agreement that may accompany or be included with it. Do not install or use any software unless you agree to such licence agreement.

6. Links to other websites

6.1. You may link to the Website but strictly only on the basis that you do not replicate the pages of the Website, and subject to the following conditions:



6.1.1. you do not create a frame or any other browser or border environment around the Website;

6.1.2. you do not in any way imply any endorsement by IML other than with its written consent or misrepresent your relationship with IML;

6.1.3. you do not use any logos or trade marks displayed on the Website without the express written permission of IML;

6.1.4. you do not link from a website that is not owned by you; and

6.1.5. your website does not contain content that is distasteful, offensive or controversial, that infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

7. Trade Marks

7.1. All IML trade marks (whether registered or unregistered) and graphics, logos, designs, page headers and button icons are the intellectual property rights of IML and neither they nor any confusingly similar versions may be used by you including (but not limited to) as part of any trade marks and/or domain names without the prior written consent of IML other than for the purpose of referring to IML and its associated brands lawfully and in good faith (only).

8. Registration

8.1. To access certain parts of the Website, IML may require you to register and provide certain information about yourself. Such registration shall be subject to specific terms of registration. Where you register you also agree to:

8.1.1. provide true, accurate, current and complete information about yourself as prompted by the relevant registration form (such information being the "Registration Data"); and

8.1.2. maintain and promptly update the Registration Data to keep it fully up to date.

8.2. Where information (including sensitive financial or personal information) is provided to IML (whether directly through the Website or otherwise) you accept that these methods of communication cannot be 100% secure. Where sensitive financial information is provided to IML it uses encryption software to attempt to prevent unauthorised access to this information being obtained. However, IML cannot accept any responsibility or liability for any damages (other than liability for death or physical injury arising out of the negligence of IML or its officers or any liabilities that cannot, as a matter of law, be excluded) arising from the misuse or loss of data or information submitted by you to IML directly through the Website or otherwise. The provision of



personal information by you and use of it by IML is subject to IML's Privacy Policy.

8.3. Where you register on the Website, you will be allocated a user name and password. These account details must be used solely by you; sharing your user name and password with any other person or making it available to multiple users on a network is strictly prohibited. Accordingly, you agree to:

8.3.1. maintain the security of your user name and password and be fully responsible for all use of the Website made using your user name and password;

8.3.2. immediately notify IML if you become aware of any unauthorised use of your user name and password or any other breach of security by sending an appropriately worded email to the contact details shown in our Privacy Policy

8.3.3. ensure that you exit from your website account at the end of each session. IML cannot and will not be liable for any losses, damages or costs arising from your failure to comply with these requirements.

8.3.4 By registering or subscribing you accept that we may monitor individuals site usage; this information will be used to ensure appropriate use of the site and to inform product offerings and development

9. Disclaimer

9.1. Whilst IML endeavours to ensure that the Website is normally available 24 hours a day, due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, the Website is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind and we do not accept any liability arising from any interruption in availability. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reasonable cause.

9.2. You acknowledge that whilst IML endeavours to ensure that information on the Website and any related material provided to you by IML, whether by email or otherwise ("**the IML Materials**") is accurate and complete, it is provided only for general information, is not intended to address your particular requirements and does not constitute any form of advice or recommendation by IML. You acknowledge that the information on the Website does not necessarily reflect the views and opinions of IML or any of its brands and that the IML Materials should not be relied upon by you in making (or refraining from making) any specific investment or other business or personal decisions and acknowledge that professional advice should be obtained before making any such decision.



9.3. You acknowledge that some of the content may be supplied by third parties and the accuracy and completeness of it will not have been checked by IML. No liability shall be accepted by IML for any inaccuracy or omission in the information provided on the Website or the IML Materials. All implied warranties are excluded from these Terms and Conditions to the extent that they may be excluded as a matter of law.

9.4. IML will use reasonable endeavours to ensure that the Website and the IML Materials do not contain or promulgate any viruses or other malicious code. However, it is recommended that you should virus check all such materials and regularly check for the presence of viruses and other malicious code. IML excludes to the fullest extent permitted by applicable laws all liability in connection with any damage or loss caused by computer viruses or other malicious code originating or contracted from the Website or the IML Materials.

9.5. IML will not be liable for any damages (including, without limitation, damages for loss of the profits) arising in contract, tort or otherwise from your use or inability to use the Website or any content or from any action taken (or refrained from being taken) as a result of using the Website or any content of it, including in respect of infringement of third party rights arising from the your use of the content.

9.6. Links on the Website to third party websites are provided solely for your convenience. If you use these links, you leave the Website. IML has not reviewed these third party websites and does not control and is not responsible for these websites or their content or availability. IML therefore does not endorse or make any representations about them, or any material found on them, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk. Please note that IML gives no warranty that links to third party sites on the Site shall be marked as such.

9.7. The Website may contain links to third party websites where you may purchase items. You acknowledge that when making a purchase from a third party website you enter into a contract with that third party at your own risk and IML will bear no liability for that contract. Please note that third parties may operate such shopping sites with reference to the name of the Website, but that does not mean that IML are responsible for their conduct or any contracts that you enter into with them.

9.8. The Website may from time to time contain advertising and sponsorship. IML is not responsible for either the content of the material provided by such advertisers and sponsors or their compliance with voluntary or statutory codes or provisions. In particular, IML can provide no warranty that it will not take advertisements or sponsorship from your competitors.



10. Suspension of access to the Website and User Indemnities

10.1. If, for any reason, IML believes that you have not complied with any of these Terms & Conditions it may, at its sole discretion, suspend or cancel your access to all or some of the Website immediately and without giving you any advance notice.

10.2. Without prejudice to the provisions of Clause 10, you agree to compensate IML in respect of any claims, losses, expenses and/or liabilities (including legal fees) which arise from your use of the Website and/or the IML Materials (or by a third party using your user name and password) including in particular (but not limited to) any statements, contributions or other content posted on the Website or any breach of Clause 3.2.

11. Limitation of IML's Liability

11.1. IML will not be liable to you for any loss or damage caused by IML or its employees or sub-contractors in circumstances where:

11.1.1. there is no breach of a legal duty of care owed to you by IML (or its employees or sub-contractors); or

11.1.2. such loss or damage is not a reasonably foreseeable result of any such breach; or

11.1.3. in respect of any increase in the loss or damage resulting from your actions.

11.2. Nothing in these Terms & Conditions shall exclude or limit IML's liability for:

11.2.1. death or personal injury caused by the negligence of IML and/or its employees negligence; or

11.2.2. fraudulent misrepresentation by IML and/or its employees.

12. Competition terms and conditions

These rules (the "Rules") apply to all prize promotions including free draws, prize competitions and instant win offers unless otherwise stated on the Website. Depending on the nature of the competition there may be additional rules imposed by us (or selected third parties) and each such offer may be subject to its own express terms and may not be available in all jurisdictions.

12.1. All entrants to a Promotion must be at least 18 years of age at the date of entry and comply with any further age and/or other eligibility requirements set out in the Rules (eg in relation to residency and (where the prize includes travel outside the United Kingdom and/or car hire) holding a valid passport, visa and/or driver's licence). Proof of age may be required before a prize-



winner can claim a prize. The eligibility of any entrant is at the sole discretion of IML.

12.2. Only one entry per person and per household is permitted, spammers will be disqualified and automated entries are not permitted and will be disqualified.

12.3. All entries must be made in accordance with the Rules and must be received by IML by the closing date. Entries made otherwise shall be invalid. IML accepts no responsibility or liability for any lost, damaged or incomplete entries and all such entries will be deemed invalid. Proof of despatch shall not be proof of entry.

12.4. IML and the promoter reserve the right at its sole discretion to (without prior notice): 12.4.1. cancel the Promotion; and/or 12.4.2. to substitute the prize for another prize of equal value.

12.5. NO PURCHASE NECESSARY to enter the competitions unless otherwise stated on the promotional activity with a specific competition.

12.6. By entering the prize draw, the entrant agrees to be bound by the Rules and by any other requirements set out in the promotional material accompanying the promotion.

12.7. By entering the promotion, the entrant agrees to these Terms & Conditions, our [Privacy Policy](#) and our [Cookie Policy](#). In addition, IML may pass your personal information to the promoters and their data processors. However, we will always take all appropriate steps to protect your information.

12.8. Prize-winners will be notified in writing within 6 weeks of the applicable closing date (or such other timeframe as is indicated on the Website). If a prize-winner fails to respond to claim his/her prize within 14 days of receipt of the notification, IML shall be entitled to select an alternative prize-winner. In such circumstances IML shall use reasonable endeavours to notify the alternative prize-winner within nine weeks of the closing date (or such other timeframe as is indicated on the Website).

12.9. Prize draws are open to all residents of the UK, except employees of IML (and its subsidiaries), the promoter and their immediate families, the promoters advertising agency and sales promotion consultancy, and anyone else connected with the creation and administration of the promotion.

12.10. IML's decision is final and no correspondence will be entered into. Odds of winning depend on the number of eligible entries received.



12.11. IML will not accept responsibility for loss through technical fault, incomplete, illegible or other damaged entries. Proof of entry is not automatically proof of receipt.

12.12. Prize-winners will receive their prize within 6 weeks of notification unless otherwise specified on the Website. The terms and conditions of any third party supplier may apply and must be accepted and complied with by a prize-winner to accept the prize.

12.13. IML will not be liable if a prize does not reach a prize-winner for any reason outside the control of IML or if a prize is damaged during delivery.

12.14. It is your responsibility to ensure that when entering competitions which, if won, could result in time off work, your employer is in agreement to time off. When dates are specified they cannot be altered.

12.15. Prizes are non-transferable, non-negotiable and no cash alternatives will be offered.

12.16. Depending on the nature of the prize, its use or enjoyment may be subject to further conditions or restrictions.

12.17. By entering the promotion, the winner(s) consent(s) to any publicity generated as a result of the promotion, and use on the Website at any time.

12.18. Where relevant, all taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc) are, unless otherwise specifically stated, the sole responsibility of the prize-winner.

12.19. Other than for death or personal injury arising from the negligence of IML, IML hereby excludes (so far as is permitted by law) all liability for any loss, damage, cost and expense, whether direct or indirect, howsoever caused in connection with any competition or any aspect of the prize.

12.20. The promotional draw is held by IML.

13. Variation of these Terms & Conditions of Use

13.1. IML reserves the right to vary these Terms & Conditions of Use from time to time. Such variations become effective immediately upon the posting of the varied Terms & Conditions on the Website. By continuing to use the Website you will be deemed to accept such variations. You should therefore check the Website from time to time to review the then current Terms & Conditions. These Terms & Conditions were last updated in August 2017.



14. Subscription contact:

14.1. When you click “Submit Order” to place your subscription order online, or you fax, post, email or telephone us with details of your order, you are making an offer to take out a subscription which, if accepted by us, will result in a binding contract. When you agree to these terms and conditions on behalf of a legal entity (eg a limited company or a limited liability partnership), you confirm that you are authorised to purchase and to accept these terms on behalf of that entity.

14.2. If placing your order online, your credit/debit card will be debited when you click “Submit Order”. Although you will see an online confirmation page and receive an email acknowledging that your order has been received successfully and is being processed, the contract between us is not formed at this point.

14.3 If placing your order via fax, post, email or telephone you must provide your credit card, debit

15. Right to refuse orders

15.1. We reserve the right not to fulfil, and to cancel, orders if we are unable to obtain payment authorisation from the issuer of your payment card or cheque, or in the event of obvious inaccuracies or mistakes in the prices that have been advertised to you.

16. Individual User Subs

16.1 When you order an individual user subscription you must provide your name, email address, telephone number and postal address, together with credit or debit card details and authorisation to charge payment.

17. Marketing

17.1. You acknowledge and accept that we have the right to use your company name as part of on-going marketing and public relations for this programme. These announcements will not be disparaging or otherwise adverse to your business.

18. Renewal

18.1. We shall be entitled to increase the subscription fee with effect from each renewal date by an amount equal to the greater of 3% or the then current Retail Prices Index increase for the preceding 12 month period. We shall give you 90 days prior written notice of any other price increase. Your continued use of the content shall constitute your acceptance of the increased subscription fee. References to the subscription fee shall be deemed to refer to the increased subscription fee. “Retail Prices Index” means (all items, excluding mortgages) as published by the Office for National Statistics from



time to time, or failing such publication, that other index as the parties may agree most closely resembles such index.

19. 30 Day Money Back Guarantee

19.1. We want you to be sure you have made the right decision to subscribe. You may cancel a new subscription within 30 days of the Order Confirmation (the “Initial Period”) provided we receive written notice of such cancellation within the Initial Period.

19.2 If you want to cancel your subscription in accordance with 20. above you must email us at subscriptions@IMLGroup.co.uk supplying your name, full postal address, post/zip code, unique subscription number, and the brand to which you have taken out a subscription. A failure to provide the relevant information may result in your subscription not being cancelled.

19.3 If you cancel your subscription in accordance with clause 19. and 19.2 we will refund the value of all remaining weeks left in your subscription for which we have received payment.

20. User Details

20.1. You shall keep secure your password used to access our digital content. You shall immediately notify us of any known or suspected unauthorised access to our digital content of which you are aware. We reserve the right to suspend access to digital content if we suspect access details have been shared with a third party, pending investigation.

20.2 We agree to take appropriate technical and organisational measures against unauthorised or unlawful processing of the your personal data and against accidental loss, destruction or damage to such personal data, where personal data has the meaning given to it in the Data Protection Act 2018. We will follow your lawful and reasonable instructions in processing such personal data, provided that we are able to use the personal data to fulfil this contract.

21. Contract Term And Refund Policy

21.1. Unless cancelled within the Initial Period, all our subscription contracts are for a minimum 12 month period, including subscriptions which begin with introductory rates. Payment by monthly or quarterly installments does not infer a monthly or quarterly subscription.

21.2 You may cancel your subscription at any time. We will issue refunds only in accordance with cancellations made during the Initial Period (see previous clause). Unless agreed otherwise by us in writing, if you cancel your subscription outside of the Initial Period you will still owe the subscription fee for the minimum 12 month period.



21.3 We may terminate your subscription immediately without a refund if you breach any of the terms in these terms and conditions.

22. Delivery of Digital Content & Printed Magazines

22.1. If applicable, we will deliver any printed magazines in your subscription to the address you supply to us when you place your order. Please notify us at subscriptions@IMLGroup.co.uk if you change your address. We will not be liable to you for any non-delivery to you if you fail to notify us of a change of address. If applicable we will provide full daily access to website and or tablet content using the email address you provide at the time of registration. We will not be liable to you for any interruption to access if you fail to notify us of a change of email address.

22.2 You agree that we will not be responsible for failure to deliver the magazines if you have supplied us with an incorrect address. We reserve the right to dispose of incorrectly addressed magazines and their contents without an obligation to refund you or any other person if they are returned to us and, despite reasonable efforts to contact you, we do not receive correct address details within 14 days of their return to us.

22.3 If you have purchased your subscription through a third party subscriptions agency, please contact the third party to update your details and they will contact us accordingly.

23. Delay in Delivery & Non-Delivery

23.1. We will not be liable to you for any delay in delivery or non-delivery of any printed magazines or online issue in your subscription in the following circumstances;

(i) where the issuer of your payment card or cheque refuses to authorise payment to us; or you have not paid when you have been invoiced;

(ii) where such delay or failure is due to circumstances beyond our reasonable control (or the reasonable control of our sub-contractors and agents), including but not restricted to, war, electricity power failure, utilities failure, failure of telecommunications links, failure of transport infrastructure, fire, flood, government act, act of God, legislative constraints, strikes, labour disputes or malicious damage involving employees.

23.2 Our liability to you in the event of any printed magazines in your subscription being lost in despatch shall be limited to replacement of the missing issue(s).



24. Subscription Offers

24.1. From time to time we will run subscription offers. These offers may be available to new subscribers only and this will be stated on the offer.

24.2 If an offer is available, customers must clearly state/quote the relevant priority code at the time of ordering in order to be eligible for the offer. We accept no liability for your failure to state/quote the relevant priority code.

24.3 Offers are subject to availability.

24.4 Where the offer has a closing date, we will not accept orders for the relevant offer after the stated date.

25. Content and Liability

25.1. All rights in the content of any IML website and printed magazine are owned by us or our licensors. No part of any such content may be reproduced in any form without our prior written permission or as permitted by law. You may only use the content for your own requirements in the course of your business.

25.2 We use reasonable endeavours to ensure that all information contained in printed magazines and on websites is accurate and up-to-date at the time of publication, but all warranties, conditions and terms implied under this contract or by statute or common law are excluded to the fullest extent permitted by law.

25.3 We shall not be liable to you in contract, tort (including negligence) statutory duty or otherwise under, or in connection with, this Agreement for any direct or indirect loss of revenue, profit, savings, goodwill or consequential losses.

25.4 Our maximum liability to you in contract, tort (including negligence) statutory duty or otherwise under, or in connection with, this Agreement is limited to the annual subscription price paid by you to us.

25.5 Nothing in this contract shall limit or exclude our liability for fraud, fraudulent misrepresentation or personal injury or death caused by our negligence.

26. Anti-bribery Contract

You warrant that you shall:

26.1. Comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

26.2. comply with such of our anti-bribery and anti-corruption policies as are notified to you from time to time; and



26.3. promptly report to us any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with the performance of these terms and conditions.

26.4. Breach of this clause 28 shall be deemed a material breach of these terms and conditions.

27. Privacy Policy

27.1. We use any personal and transactional information (e.g. name, address, e-mail address, telephone number, debit or credit card details) you supply to us in order to fulfil your subscription, and to contact you to keep you up to date with important information about your subscription.

27.2. Please refer to our [Privacy Policy](#).

- If you have any questions related to an individual user subscription, call +44 (0)1732 359990

28. Entire Agreement

28.1. This contract is the entire agreement between the parties on its subject matter. This contract takes precedence over any prior agreement or contract between the parties, including any terms and conditions you may have tried to impose on us.

28.2 Neither party may rely on a prior statement or representation (including innocent and negligent representation).

29. General

29.1. These Terms & Conditions shall be governed by, and construed in accordance with, English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms & Conditions unless IML shall elect to bring proceedings in the courts of the country of the user's residence or of principal place of business.

29.2. These Terms & Conditions, as varied by IML from time to time form the entire understanding between us. Headings in these Terms & Conditions are for convenience only and will have no legal meaning or affect.

29.3. No delay or indulgence by IML in enforcing the provisions of these Terms & Conditions shall affect IML's rights under them nor shall any waiver of IML's rights operate as a waiver of any subsequent breach.

29.4. No right, power or remedy conferred upon or reserved for IML is exclusive of any other right, power or remedy available to IML provided either



under these Terms & Conditions or as a matter of law and each such right, power or remedy shall be cumulative.

29.5. You may not assign sub-license or otherwise transfer any of your rights or obligations under these Terms & Conditions.

29.6. If any provision of these Terms & Conditions is found to be invalid the invalidity of that provision shall not affect the validity of the remaining provisions of these Terms & Conditions, which shall remain valid and enforceable.

29.7. Nothing in these Terms & Conditions shall operate to exclude liability that cannot as a matter of law be excluded and in particular, and notwithstanding the limitations of liability set out above, our liability for death or personal injury caused by our negligence shall not be excluded or limited in any way.

