

## **Informa Group Terms of Website Use and Supply and Use of Materials (the “Terms”)**

Welcome to Taylor & Francis Online. This page (together with the documents referred to on it) tells you the terms on which you may:

- a. use the Taylor & Francis Online website at [www.tandfonline.com](http://www.tandfonline.com) (the “Site”);
- b. register as a user of the Site;
- c. buy and We will supply or provide access to, certain Materials (as defined below) on the Site; and
- d. make use of the Materials.

Please read these Terms carefully before you start to use the Site, upload material or content, and/or before ordering any Materials from Us via the Site. **You should understand that by using the Site, uploading any material or content and/or ordering any Materials you signify your acceptance of the Terms and that you agree to be bound by them.** If you do not agree to these Terms, please refrain from using or visiting the Site.

### **Part I - Using our Site**

#### **1. Information about Us**

The Site is owned and operated by Informa UK Limited ("Informa," "We," or "Us") whose registered office is at Mortimer House, 37-41 Mortimer Street, London, W1T 3JH. We are registered in England and Wales under company number 1072954.

#### **2. Site structure and the materials**

The content on the Site consists of:

- a. Free Materials: all content that is available on an open access basis or content that is made available by Us for free;
- b. Premium Materials: all content that can be purchased. If you register on the Site, this allows you to access the Free Materials and also personalize the service We provide you. Registration is required for access to purchase Premium Materials.

The Free Materials and Premium Materials together comprise the "Materials."

#### **Accessing the Site**

Use of the Site is restricted to those aged 18 or over only. Anyone under the age of 18 may only use the Site if accompanied by an adult.

In addition to these Terms, use of and access to registered user areas and subscription areas is subject to any applicable registered user or subscription agreement.

Whilst We endeavor to ensure that the Site is normally available 24 hours a day, access to the Site is provided on a temporary basis, and We reserve the right to withdraw or amend the service We provide on the Site without notice. We will not be liable if for any reason the Site is unavailable at any time or for any period.

We aim to update our site regularly, and may from time to time change the Materials as well as the type of subscription/registration needed to access any of the Materials. If the need arises, We may suspend access to the Site, or close it indefinitely.

You are responsible for making all arrangements necessary for you to have access to the Site and the Materials, including the arrangement and acquisition of software, hardware, and any necessary Internet connection and telecommunications equipment. You are also responsible for ensuring that all persons who access the Site through your Internet connection are aware of these Terms and that they comply with them and you also understand that you and not Us are responsible for all electronic communications and content sent from your computer to Us.

### **Viruses, hacking, and other offenses**

You must not misuse the Site by knowingly introducing viruses, Trojans, worms, logic bombs, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Site or any part of it, the server on which the Site is stored, or any server, computer, or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service-attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

We will 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 the Site or due to your downloading of any material posted on it, or any website linked to it.

### **Linking to the Site**

You may link to our home page, a journal home page or an article page using the sharing tools provided by Us provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists and you must not establish a link from any website that is not owned by you or your institution except where We have invited you in your capacity as an author or co-author of an article published by Us to share your article through social media sites for the purposes of encouraging traffic to our Site.

The Site must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

### **Links from the Site**

Where the Site contains links to other sites and resources provided by third parties, these links are for your information only. We have no control over the contents of these sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Our liability**

The Site and the Materials are provided on an “as is” basis. Subject to the below, Informa excludes all liability whether in contract, tort (including liability for negligence), or otherwise for the suitability, accuracy, or fitness for any purpose of the Site and any Material and limits its liability for any other liability under these terms or any related agreement to the fees payable by you for the element of the Site or the Material found to be in breach of these terms.

Subject to the below We exclude all liability for loss of business revenue or profits, anticipated savings, or wasted expenditure, corruption, or destruction of data or for any indirect or consequential loss whatever.

Informa does not limit or exclude its liability for death or personal injury caused by its negligence or any other liability the limitation or exclusion of which is prohibited by law.

Save as expressly permitted in these terms, all warranties, conditions, or other terms implied by statute, common law, or otherwise are excluded by Informa to the fullest extent permitted by law.

The Materials may be out of date at any given time, and while We may from time to time update the Materials We are under no obligation to do so.

## **Google translations**

The Google translate facility on the Site generates a statistical machine based translation that is not retained in our system. Informa, our agents, and our licensors make no representations or warranties whatsoever as to the accuracy, completeness, or suitability for any purpose of the translation. Informa shall not be liable for any losses, actions, claims, proceedings, demands, costs, expenses, damages, and other liabilities whatsoever or howsoever caused arising directly or indirectly in connection with, in relation to or arising out of the use of the translation. Your use of this feature is subject to these Terms.

## **Indemnity**

You agree to indemnify Informa against any costs, claims, damages, or expenses arising from any use by you (including by Authorized Users as defined in paragraph 11 below) of the Materials under these Terms which are brought or threatened against Informa by another person.

## **Information about you and your visits to the Site**

We process information about you in accordance with our [Privacy Policy](#). By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

## **Part II - Intellectual property and access and license types**

### **3. Becoming a registered user and use of passwords**

Access to certain areas of the Site will be restricted to registered users only. You can apply to become a registered user [here](#).

No application to become a registered user will be accepted unless and until specifically stated by Us in writing and We reserve the right to refuse any application We receive.

If We do accept your application, We will provide you with a user identification code and password which you will need to enter to access certain parts of the Site. You must treat this information as confidential and you must not disclose it to any third party.

The acceptance by Us of an application to be a registered user does not grant you access rights to any Premium Materials unless and until We receive payment from you of any relevant fee.

You confirm that all the details supplied by you when you register are accurate and complete. You agree to notify the Informa service helpdesk promptly of any changes. Should you make any significant change to your details, you must notify Us not less than ten (10) days before the change takes effect.

We reserve the right to disable any user identification code or password, whether chosen by you or allocated by Us at any time, if in our opinion you have failed to comply with any of the provisions of these terms.

In order to operate your account you will be issued with a password. You are responsible for the security and proper use of your passwords and your account, including all charges incurred through them. You must inform the Taylor & Francis Online helpdesk ([support@tandfonline.com](mailto:support@tandfonline.com)) immediately if you have any reason to believe that any of your passwords have become known to someone not authorized to use them. If We reasonably believe that there is likely to be a breach of security or misuse of the service or your account, We may change your passwords immediately and will notify you accordingly.

#### **4. Intellectual property rights**

We are the owner or the licensee of all copyright, trademarks, design rights, database rights, confidential information, or any other intellectual property rights (together the "Intellectual Property") in the Site, the content and the Materials.

The Materials are protected by copyright and other intellectual property laws and treaties around the world. All such rights are reserved.

Your right to access and use the Site and the Materials is strictly limited to that set out below and, where applicable, in any accompanying license agreement between you and Us.

##### **a. Free Materials**

We grant you a limited and revocable license to access and make personal use (including permission to print off one copy, and to download extracts) of any page containing Free Materials for your personal reference and you may draw the attention of others within your organization to the Free Materials.

You must not modify the paper or digital copies of any Free Materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text.

If you print off, copy, or download any part of the Site or the Free Materials in breach of these Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the Free Materials you have made.

This license does not include any derivative use of the Site or the Materials, any collection and use of any product listings, descriptions, or prices; any downloading or copying of account information for the benefit of another merchant; or any use of data-mining, robots, or similar data-gathering and extraction tools. In addition, you may not use meta tags or any other "hidden text" utilizing our name or the name of any of our group companies without our express written consent.

You must not use any part of the Free Materials for commercial purposes without first obtaining a license in writing to do so from us.

Our status (and that of any identified contributors) as the authors of Free Materials on our site must always be acknowledged.

## **b. Premium Materials**

In addition to the terms set out above, your use of any Premium Materials is subject to an additional license, the nature and content of which will vary according to the type of Premium Materials purchased and whether you are purchasing as an individual or on behalf of an organization.

### **i. Access and usage rights for individuals/consumers**

#### **eBooks**

When purchasing an eBook as an individual, We will, on acceptance of your order, grant you the non-exclusive, non-transferable right to access the eBook on your PC or hand-held digital device and retrieve and temporarily cache it in your browser or proxy cache of the licensee. You may not use the eBook in whole or in part for the purposes of inter-library loan, for any external commercial re-use, or for the creation of course packs or similar collections of data. This right may be terminated by Us if you breach any of these terms.

#### **Individual subscriptions and online access**

Individual subscriptions are limited to individual personal and private use only and shall not be used to substitute for an existing or potential library or other subscription and shall not be networked to any other site, nor posted to a library or public website.

To access the online service as an individual you will need to follow the subscription procedures that relate to the particular Materials you are subscribing to.

### **ii. Access and usage rights for members of societies, institutions, and corporations**

You may only access and use Premium Materials purchased by an institution, corporation, or society, if We have been notified by them that you are an authorized user.

If you are an authorized user of any such institution, society, or a corporation which has acquired access rights on your behalf, your use and access of the Site will be governed by the terms contained in any such institutional/corporate/society agreement signed by the corporation/institution/society of which you are a member, as well as these Terms. By way of example, copies of template versions of these agreements may be available on Taylor & Francis Online. However, the license signed by your

particular corporation/institution/society may differ, so please speak to your librarian if you are unsure about whether your intended use is permitted under the terms of access We have granted to you.

### **iii. Other terms and conditions**

Your access to and use of the Materials may be subject to additional terms and conditions as agreed by you and Us from time to time, except that any such obligations will not apply to any dispute between you and Us arising, or arising out of events occurring before the date of such additions.

### **c. Open Access Content**

Taylor & Francis and Routledge Open ("Open") is an innovative program of high-quality, rigorously reviewed, rapid publication open-access journals from Taylor & Francis across science, social and behavioral sciences, and the humanities.

Taylor & Francis and Routledge Open Select ("Open Select") provides the author or sponsors the option to make an article open access online in one of Taylor & Francis's subscription-based journals for a publication fee. This option is made available once an article has been accepted.

Taylor & Francis and Routledge Open articles are normally published under a Creative Commons Attribution License <http://creativecommons.org/licenses/by/3.0/>. However, authors may opt to publish under a Creative Commons Attribution-Non-Commercial License <http://creativecommons.org/licenses/by-nc/3.0/>.

Taylor & Francis and Routledge Open Select articles are currently published under an exclusive license to publish, which is based upon the Creative Commons Attribution-Non-Commercial License.

**It is essential that you check the license status of any given Open and Open Select article to confirm conditions of access and use.**

### **i. Access and usage rights**

Where Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles are made available on an open-access basis, no subscription fee or article-pay-to-view fee or any other form of access fee are payable by you, and no publication embargo is applied.

#### Papers published under the Creative Commons Attribution License (CC BY)

All articles published by Taylor & Francis / Routledge under the Creative Commons Attribution License (<http://creativecommons.org/licenses/by/3.0/>) on an open-access basis are licensed by the respective authors of such articles for use and distribution by you subject to citation of the original source in accordance with the terms of the license under which the work was published (please check the license statement for the relevant article(s). No permission is required from the authors or publishers. Appropriate attribution can be provided by citing the original article, for example, "The Version of Scholarly Record of this Article is published in <JOURNAL TITLE> <year of publication>, available online at: <http://www.tandfonline.com/> <Article DOI>." For any reuse or redistribution of an article, users must also make clear the

license terms under which the article was published and retain all copyright notices and disclaimers.

If an article is published under a Creative Commons Attribution License, you may access, download, copy, display, and redistribute Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles as well as adapt, translate, text- and data-mine content contained in Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles, subject to the following conditions:

- you will not compromise the author's moral right to the integrity of their work and you will make proper attribution of the work but not in any way that suggests that you or your use of the work are in any way endorsed by the author or Taylor & Francis.
- this permission does not cover any third-party copyrighted work which may appear in the work requested. Where content in Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles is identified as belonging to a third party, you will be responsible for obtaining all necessary permissions and consents to any reuse from any such third party.

#### Papers published under the Creative Commons Attribution-Non-Commercial License

All articles published by Taylor & Francis / Routledge under the Creative Commons Attribution-Non-Commercial License <http://creativecommons.org/licenses/by-nc/3.0/> on an open-access basis are licensed by the respective authors of such articles for use and distribution by you, on a non-commercial basis, subject to citation of the original source in accordance with the terms of the license under which the work was published (please check the license statement for the relevant article(s)). No permission is required from the authors or publishers for non-commercial reuse. Requests for commercial reuse should be directed to the rightsholder. Appropriate attribution can be provided by citing the original article, for example, "The Version of Scholarly Record of this Article is published in <JOURNAL TITLE> <year of publication>, available online at: <http://www.tandfonline.com/> <Article DOI>." For any reuse or redistribution of an article, users must also make clear the license terms under which the article was published and retain all copyright notices and disclaimers. This permission does not cover any third-party copyrighted material which may appear in the work requested.

#### **ii. Commercial reuse**

For the avoidance of doubt, commercial purposes include but are not limited to:

- the copying or downloading of Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles, or linking to such postings, for further redistribution, sale or licensing, for a fee;
- the copying, downloading, or posting of Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles by a site or service that incorporates advertising with such content;
- the inclusion or incorporation of Taylor & Francis and Routledge Open article and Taylor & Francis and Routledge Open Select article content in other works or

services (other than normal quotations with an appropriate citation) that is then available for sale or licensing, for a fee;

- the use of Taylor & Francis and Routledge Open article and Taylor & Francis and Routledge Open Select article content (other than normal quotations with appropriate citation) by for-profit organizations for promotional purposes, whether for a fee or otherwise; and
- the use of Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles for the purposes of monetary reward by means of sale, resale, license, loan, transfer, or other form of commercial exploitation.

If you wish to use Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles in a way which is not permitted by the above license, you must contact either the rightsholder or Taylor & Francis / Routledge.

### **iii. Translations**

If you make any translations of Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles, for which a prior translation agreement with Taylor & Francis has not been established, you must prominently display the following statement on any such translation:

"This is an unofficial translation of a [Taylor & Francis and Routledge Open article / Taylor & Francis and Routledge Open Select article] that appeared in a Taylor & Francis publication. Taylor & Francis and / or the rightsholder has not endorsed this translation."

### **iv. No warranty**

Versions of published Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles that are hosted by institutional or subject repositories or any other third-party website were developed during the publication process of the definitive version of record that appears on Taylor & Francis' publishing online platform <http://www.tandfonline.com/>. Versions of published Taylor & Francis and Routledge Open articles and Taylor & Francis and Routledge Open Select articles posted to institutional or subject repositories or any other third-party website are without warranty from Taylor & Francis of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall Taylor & Francis be liable for any loss or damage arising out of, or in connection with, the use or performance of this information.

## **5. Conflicting terms**

In the event and to the extent of any conflict between the provisions of these Terms and any other agreement referred to in these Terms, the provisions of the other agreement will apply.

## **Part III - The Public Areas**

### **6. Use of Public Areas and Content Standards**

From time to time, We may operate interactive areas on the Site in the form of blogs, wikis, comment forums, or message boards, where users can review topical debate and, sometimes, post comments and upload materials to the Site (the "Public Areas").

The views expressed in the Public Areas are those of the individuals and are not necessarily those of Informa. Any content, recommendation, or other information within the Public Areas is viewed and used by you at your own risk and Informa does not warrant, in any respect, the accuracy or reliability of any of the information posted in the Public Areas.

By posting your comments or materials on the Public Areas you agree to abide by these Terms including but not limited to the Content Standards set out below.

## **7. Content Standards**

These Content Standards apply to each part of a contribution as well as to its whole. The Content Standards must be complied with in spirit as well as to the letter. Informa will determine, in its discretion, whether a contribution breaches the Content Standards.

Please do not:

- Make multiple contributions. So that We can publish comments from as many different people as possible, participants should keep their number of contributions per debate to a reasonable level. Multiple contributions from one individual, or small number of individuals, discourage many others who might otherwise wish to take part;
- Spam by reposting the same message, or very similar messages, more than once;
- Publicize or attempt to publicize anyone else's contact details or compromise anyone else's privacy in any way; and/ or
- Use any name other than your bona fide family name.

In addition, please do not submit contributions which:

- Are irrelevant and/or lower the value of the debate as these will not be posted;
- Include advertisements, promotions of products or services, or any third-party links;
- Are in any language other than English; and/or
- Are in full capital letters.

Furthermore a contribution must:

- Be accurate (where it states facts);
- Be genuinely held (where it states opinions);
- Comply with the law applicable in England and Wales and in any country from which it is posted; and/ or
- Be relevant.

A contribution must not:

- Be defamatory of any person and/or otherwise be unlawful or fraudulent, or have any unlawful or fraudulent purpose or effect;
- Be obscene, offensive, hateful, or inflammatory;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Disclose the name, address, telephone, mobile, or fax number, email address or any other personal data in respect of any individual;

- Infringe any copyright, database right, or trade mark of any other person;
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Be in contempt of court;
- Be likely to harass, upset, embarrass, alarm, or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person;
- Give the impression that the contribution emanates from Informa if this is not the case;
- Advocate, promote, incite any third party to commit, or assist any unlawful or criminal act;
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation, or instigation of acts of terrorism; and/ or
- Contain any advertising or promote any services or web links to other sites.

## **8. Breach of Content Standards**

If, acting reasonably, We consider that a breach of the Content Standards has occurred, We may at our discretion take such action as We deem appropriate. Failure to comply with these rules constitutes a material breach of the terms of use on which you are permitted to use the Public Areas, and may result in our taking all or any of the following actions:

- Immediate, temporary, or permanent withdrawal of your right to use the Public Areas;
- Immediate, temporary, or permanent removal of any contribution already posted on the Public Areas;
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you; and/or
- Disclosure of such information to law enforcement authorities as We reasonably feel is necessary or as required by law.

We exclude our liability for all action We may take in response to breaches of these rules. The actions described above are not limited, and We may take any other action We reasonably deem appropriate.

## **9. Grant of license in contributions and moderation policy**

By submitting a contribution to the Public Areas, you agree to grant Informa a non-exclusive license to use that contribution and all Intellectual Property contained within it. Although you will still own the Intellectual Property in your contribution, Informa will have the right to freely use, edit, alter, adapt, create derivative works from, perform, play, reproduce, publish, and/or distribute the material contained in your contribution. This license will be free of charge, perpetual, and capable of sub-license. Informa may exercise all Intellectual Property and publicity rights in the material contained in your contribution in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material. You also agree to waive all moral rights in relation to your contribution for the purposes of the license set out above. If you are not willing or in a position to grant such a license to Informa, please do not submit the contribution to the Public Areas.

Whilst Informa is under no obligation to moderate your contribution, We reserve the right to do so and exclude any liability for loss or damage you may suffer through your use of the Public Areas.

Please also note that in accordance with the Content Standards set out in these Terms, you must ensure that your contribution does not infringe any Intellectual Property right of any other person. By submitting your contribution to the Public Areas, you are warranting that you have the right to grant Informa the non-exclusive license described above and you indemnify Us for any breach of that warranty. You also warrant to take such steps as may be necessary to give effect to the license granted above. We have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Site constitutes a violation of the Intellectual Property rights.

## **10. Complaints**

If you wish to complain about any contribution posted to the Public Areas, please contact [support@tandfonline.com](mailto:support@tandfonline.com). We will then review the contribution and decide whether it complies with our Content Standards. We will deal with any contribution which, in our opinion, violates our Content Standards as described above. We will inform you of the outcome of our review within a reasonable time of receiving your complaint.

## **Part IV - E-Commerce**

### **11. Terms and Conditions of Supply**

The following terms shall apply to e-commerce transactions taking place on or via the Site.

For the purposes of the clauses below:

“Publication” means any journal, book or report offered for sale in hard copy via the Site

“Digital Content” means any content acquired by you and delivered by Us in electronic form and/or any rights granted to you to access content available on the Site.

“Premium Materials” includes both Publications and Digital Content.

By placing an order through the Site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old.

### **12. How the contract is formed between you and Us**

After placing an order, you will receive an email from Us acknowledging that We have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to Us to buy the Premium Materials. All orders are subject to acceptance by Us, and We will confirm such acceptance to you by the following methods:

- In the case of a Publication: sending you an email that confirms that the Publication has been dispatched (the Dispatch Confirmation);
- In the case of Digital Content: giving you confirmation on screen, followed by an email containing a link to access the Digital Content.

The contract will only be formed when We send either of the communications set out above. The contract will only relate to the Premium Materials whose dispatch We confirm in the relevant email. We will not be obliged to supply products or permit access to any other

content which may have been part of your order until you receive an email specifically relating to the Premium Materials.

### **13. Availability and Delivery**

If ordering a Publication, your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days' of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

Digital Content will be available for the period of time specified when you place your order.

### **14. Risk and Title of Publications**

All Publications will be at your risk from the time of delivery.

Ownership of the Publications will only pass to you when We receive full payment of all sums due in respect of the Publications including delivery charges, but nothing in this clause constitutes an assignment or grant of any Intellectual Property Rights in the Publication.

### **15. Price and Payment**

The price of any Premium Materials will be as quoted on the Site from time to time, except in cases of obvious error.

Prices are liable to change from time to time, but changes will not affect orders in respect of which We are already sent you a Dispatch Confirmation.

The Site contains a large amount of Premium Materials and it is always possible that, despite our best efforts, some of the Premium Materials listed on the Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Premium Material's correct price is less than our stated price, We will charge the lower amount when dispatching the Premium Materials to you. If the Premium Material's correct price is higher than the price stated on the Site, We will normally, at our discretion either contact you for instructions before dispatching the Premium Materials, or reject your order and notify you of such rejection.

We are under no obligation to provide the Premium Materials to you at the incorrect (lower) price, even after We have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a mis-pricing.

Payment for all Premium Materials must be by credit or debit card. We will not charge your credit or debit card until We dispatch your order.

### **16. Import Duty & Compliance with Local Laws**

If you order Materials from the Site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that We have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

**The Following additional Terms will apply if you are contracting as a Consumer:**

**17. Consumer Protection**

If you are contracting as a consumer and have purchased:

- (a) Publications: you may cancel at any time within seven working days beginning on the day after you received the Publication or, if a Subscription, the first copy of any Publication due under such a Subscription.
- (b) Digital Content: you may cancel at any time within seven working days beginning on the day after you received the information from Us about how to access to the Digital Content, **provided that** you have neither accessed nor made any attempt to access the Digital Content in which case this right to cancel shall not apply.

In each case, if you are eligible, you will receive a full refund of the price paid for the Digital Content using the same method originally used by you to pay for your purchase, including the cost of sending the item to you. However, if applicable, you will be responsible for the cost of returning the item to Us.

To cancel, you must inform Us in writing. If you have purchased a Publication, you must return this to Us immediately in the same condition in which you received it and at your own cost and risk. You have a legal obligation to take reasonable care of the Publications whilst it is in your possession. If you fail to comply with this obligation, We may have a right of action against you for compensation.

**Part V - General provisions**

**18. Written communications**

Applicable laws require that some of the information or communications We send to you should be in writing. When using the Site, you accept that communication with Us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information, and other communications that We provide to you electronically comply with any legal requirement that such communications be in writing. This communication does not affect your statutory rights.

**19. Confidentiality**

You agree to keep confidential all information concerning the business or affairs of Informa. This does not apply to any disclosure required by a court or regulatory body of competent jurisdiction, trivial information, or information already publicly available or demonstrably in your possession at the time of disclosure (other than as a result of breach of any confidentiality obligation).

**20. Notices**

All notices given by you to Us must be given to Informa at [support@tandfonline.com](mailto:support@tandfonline.com). We may give notice to you at either the email or postal address you provide to Us when placing your order. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent or three days after the posting of a letter. In proving the service of any notice, it will be sufficient to prove in the case of a letter that such letter was properly addressed, stamped, and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

## **21. Transfer of rights and obligations**

These Terms and any contract for the sale or purchase of Materials conducted via the Site are binding on you and Us and on our respective successors and assigns.

You may not transfer, assign, charge, or otherwise dispose of any of your rights or obligations arising under these Terms or any such contract, without our prior written consent.

We may transfer, assign, charge, sub-contract, or otherwise dispose of any of our rights or obligations arising under these Terms or any contract arising related to your use of the Site, at any time.

## **22. Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, 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 and the acts, decrees, legislation, regulations, or restrictions of any government.

Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

## **23. Waiver**

If We fail, at any time, to insist upon strict performance of any of your obligations under any of these Terms, or if We fail to exercise any of the rights or remedies to which We are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by Us of any default shall not constitute a waiver of any subsequent default and no waiver by Us of any of these terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 19 above.

## **24. Severability**

If any of these Terms or any provisions of a contract are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision will to that extent be severed from the remaining terms, conditions, and provisions which will continue to be valid to the fullest extent permitted by law.

## **25. Entire agreement**

These Terms and any document expressly referred to in them (including but not limited to in particular any agreement referred to in clause 5) represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding, or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking, or promise given by the other or implied from anything said or written in negotiations between us prior to such contract, except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

## **26. Our right to vary these terms**

We have the right to revise and amend these Terms or any clause contained within them from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, and changes in our system's capabilities except that such revisions or amendments do not apply to any dispute between you and Us arising, or arising out of events occurring, before the date of such revision or amendment.

You will be subject to the policies and terms and conditions in force at the time that you order products from Us, unless any change to those policies or these terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if We notify you of the change to those policies or these terms before We send you the Dispatch Confirmation (in which case We have the right to assume that you have accepted the change to the Terms, unless you notify Us to the contrary within seven working days of receipt by you of the products).

## **27. Law and jurisdiction**

You agree that the courts of England shall have exclusive jurisdiction to settle any disputes arising out of or in connection with these terms or their formation. For these purposes each party irrevocably submits to the jurisdiction of the courts of England.