Subscription Terms and Conditions for individual subscribers to BMJ Products (online and print)

This legally binding agreement ("Agreement") is made between BMJ and the individual ("you") identified in the order confirmation on the BMJ.com website or mobile application or via BMJ’s other online resources ("Website") or, if you ordered offline, in the order confirmation sent to you. This Agreement includes the terms and conditions set out below and incorporates by reference BMJ’s Privacy Policy and Website terms and conditions, together with any disclaimers, guidelines or other terms that may be sent to you by BMJ or agreed to by you, posted on the relevant web page(s) of the Website or included in printed publications that form part of your subscription.

1. Introduction

1.1 These are the terms and conditions on which BMJ agrees to provide you with online access to the BMJ product(s) and/or any print versions of BMJ product(s) to which you have subscribed (together “BMJ Materials”). By subscribing to and accessing BMJ Materials, you agree to these terms and conditions. For the purposes of this document, a subscription includes a purchase by you of a fellowship membership for any Case Reports published by BMJ. If you do not agree with these terms and conditions you should not subscribe to receive BMJ Materials.

1.2 References in these terms and conditions to “BMJ” (or "we", "us" or "our") are to BMJ Publishing Group Limited (company no. 3102371; registered office at BMA House, Tavistock Square, London WC1H 9JR; and VAT no. 674738491). If you need to contact us, please email support@bmj.com.

1.3 When subscribing to our product(s) you must provide us with accurate and complete information (including payment details, contact and other information) and it is your responsibility to update and maintain changes to that information through your user account. We are entitled to rely on any information you provide to us. All information received by us about you as a result of your subscription or your access to and use of BMJ Materials will be used by BMJ in accordance with our Privacy Policy.

Please read the Privacy Policy for further information about how we may process such information, including your personal data.

1.4 Where these terms have been translated into a language which is not English, this has been done for your convenience only to aid your interpretation of the Agreement. The English language version of these terms and conditions shall prevail in the event of any conflict between the English language version and a version in any other language.

2. Your Subscription

2.1 Contract with BMJ. By submitting your payment and other subscription details you are making an offer to BMJ to buy a subscription to the relevant BMJ Materials. Your offer will be accepted by us and a contract formed only when we have verified your payment details at which point we will confirm your subscription (by sending you a confirmation email or letter to the postal address you have given us) and provide you with access to (and if applicable, deliver to you) the relevant BMJ Materials for a subscription period of 12 months. If we are unable to accept your order, we will inform you of this and will not charge you for the subscription. This might be, for example, because we have insufficient stock of the particular BMJ Materials you have requested or because your name appears on the HM Treasury consolidated list of asset freeze targets.

2.2 Print materials. Where included in your subscription, print versions of BMJ Materials will be delivered to the address specified by you in your order. The costs of delivery are included in the cost of your subscription, unless otherwise stated on the relevant web page of the Website. BMJ will deliver the number of issues stated on your order confirmation for 12 months starting with the issue current at the date when the contract is formed, unless otherwise agreed in writing. BMJ will make every effort to deliver the BMJ Materials within 30 days of each publication, but cannot be held responsible for postal or customs delays. Any claims for non-delivery must be notified in writing to Customer Services or by email to support@bmj.com as soon as possible and any claim notified later than three months after the publication date of the relevant issue will not be upheld where BMJ has evidence that the BMJ Materials were despatched to you.

2.3 Payment details. You must provide us with complete and accurate payment information and details including your geographical location. By doing this, you are representing to us that: you are entitled to purchase the subscription; that you are not subject to any trade sanction; and that we may use such payment information and details in order to pay for the subscription (and for us to process such payment) throughout the period of your subscription. You repeat this representation to us when, during the period of your subscription, you need to update your payment details where, for example, your card or other payment method expires or when you change your geographical location. If you are entitled to a refund under these terms and conditions we will credit that refund to the card or other payment method you used to submit payment (unless it has expired, in which case we will contact you). If at any time we do not receive payment or your payment authorisation subsequently expires or is cancelled, we may immediately cancel your access to BMJ Materials in accordance with section 2.8B below.

2.4 Price. The price you pay for your annual subscription (and the currency in which you pay) will be stated on the relevant web page of the Website from which you began the subscription ordering process. Such price will be re-confirmed to you as part of the ordering process. It is your responsibility to pay any charges that might be applied by your bank or payment provider in paying for your subscription, including...
in relation to any currency conversion required. **Subject to these terms and conditions, in return for us making the relevant BMJ Materials available to you, you agree to make the payments notified to you at the time of your purchase.**

2.5 **Incorrectly stated prices.** While we try to ensure that all prices we display and quote are correct and accurate, errors may occur and, if they do, we will notify you of the mistake. **If we incorrectly state a price, we are not obliged to provide you with a subscription at that price.** If we do notify you of such a mistake, even after having accepted your offer to buy the subscription at the incorrect price, you may either pay the correct price or you can cancel the subscription (see section 2.8A below) in which case we will then refund any money you have paid us that relates to the unexpired portion of your subscription. **If you do neither of these things then we shall be entitled to cancel or suspend your subscription.**

2.6 **Taxes and Customs.** Unless otherwise indicated, the prices we state for our subscriptions are exclusive of VAT (or other similar sales tax) which, if applicable, must be paid in addition. Where your subscription includes a print publication for delivery overseas, you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you. We have no control over these charges and cannot predict what they may be.

2.7 **Renewals.** Your subscription will not automatically renew at the end of each 12 month subscription period unless we have agreed otherwise in writing with you. We will try to contact you (using the contact details stated in your user account) at least 28 days in advance of expiry to invite you to renew your subscription, and in that notice we will include the price for a subscription that will apply for the following year. If you do not renew your subscription it will expire at the end of your current subscription period and you will be deemed to have cancelled your subscription.

2.8A **Cancellation: by you.** If you have subscribed for an online-only subscription then, by placing your order, you are requesting and agreeing that we may start your subscription, and provide you with access to the relevant BMJ Materials as soon as possible following our acceptance of your order. Please note that you have 14 days after the day we email you to confirm we accept your order to change your mind and cancel your subscription.

**Initial cancellation period:** If your subscription includes print publications, you have the right to change your mind and cancel your subscription within 14 days after the date upon which our order confirmation is sent to you. If you exercise your right to change your mind and cancel your subscription in the 14-day period set out above, we will refund you the price you paid for your subscription. Here is a cancellation form which you may use to inform us that you have changed your mind and wish to cancel your subscription.

**Ending your subscription early because of something we have done or are going to do:** If you are ending your subscription for one of the following reasons, the Agreement will end immediately and we will refund you in full for any part of your subscription that has not been provided. The reasons are: (a) we have told you about an upcoming significant change to your subscription or these terms and conditions to which you do not agree (see section 3.3); (b) we have told you about an error in the price or description of the subscription you have ordered and you do not wish to proceed; (c) there is a risk that supply of the subscription may be significantly delayed because of events outside our control; or (d) we have suspended the supply of the products for technical or other reasons, or we notify you that we are going to suspend them for such reasons, in each case for a period of more than 30 days.

**Except as specifically provided for in any other provision of these terms and conditions, your subscription may only be cancelled by you with effect from the expiry of your current subscription period. You may provide us with notice in advance of your current subscription expiring but the cancellation will not take effect until the end of your current subscription period.**

You can cancel your subscription by contacting us at support@bmj.com stating that you wish to cancel your subscription and including in your email your name and subscription reference number(s). Alternatively, you can call our customer service helpdesk on +44 (0) 20 7111 1105.

2.8B **Cancellation: by BMJ.** BMJ reserves the right to cancel your subscription if you do not make payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due. Separately, we may cancel your subscription on giving you at least 30 days’ notice in writing where we cease to provide (or to be able to provide) BMJ Materials to which you have subscribed (including where we have insufficient stock; where we cease publishing the relevant BMJ Materials or no longer own such BMJ Materials or have the right to make them available), or in the unlikely event that we cease to provide subscription services. If we cancel for any of these reasons then we will refund you any amounts that you have paid us in advance that relate to any remaining and unexpired period of your subscription.

2.8C **Suspension: by BMJ.** If you do not pay for the BMJ Materials when you are required to and you still do not make payment to us within 7 days of us reminding you that payment is due, we may suspend your subscription until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the BMJ Materials for this reason.

We may also suspend the supply of products to you: (a) where printed BMJ Materials are returned because you are not known at the address you provided to us; (b) to deal with technical problems or make technical changes; (c) to update the BMJ Materials to reflect
changes in relevant laws and regulatory requirements; or (d) to make changes to the BMJ Materials as notified by us to you. We will contact you in advance to tell you we will be suspending supply of the BMJ Materials, unless the problem is urgent or an emergency or where we do not have a correct address for you. If we have to suspend the supply of the BMJ Materials for longer than 30 days in any 12 month period we will either adjust the price so that you do not pay for your subscription during the period when provision of the BMJ Materials is suspended or we will extend the period of your subscription to cover the period when the provision of the BMJ Materials was suspended (at no additional cost) or in the case of print publications, ensure that you receive all the BMJ Materials that you were due to receive during the subscription period even if there was a delay in your receiving them. You may contact us to end your subscription if we suspend provision of the BMJ Materials, or tell you we are going to suspend them, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the BMJ Materials in respect of the period after you end your subscription.

2.9 Your subscription is personal. Your subscription is personal to you and you may not share with, give, licence or transfer to, any other person any of your rights or entitlements under this Agreement (including to access and/or use BMJ Materials under your user account using your password and/or user code). You agree to take responsibility for all access to and use of all BMJ Materials that occurs under your user account and to prevent unauthorised use of it. Without further obligation to you, we may cancel or suspend your access to BMJ Materials if you share your user account details. If you believe that your user account is being used by anyone else, you should inform us immediately via support@bmj.com. We reserve the right at any time to verify and/or validate that you are a personal subscriber to our products and that you are accessing and using BMJ Materials for your own personal use.

3. Your use of BMJ Materials

3.1 BMJ hereby grants you a non-exclusive, non-transferable right to access and use the BMJ Materials for your own personal, non-commercial purposes during the period of your subscription. You shall not: a) create derivative works of the BMJ Materials (including any translation); b) remove, obscure, or change: an author’s name or affiliation; BMJ’s or its licensor’s copyright notices, policies, disclaimers, terms or other means of identification; c) systematically download or print any part of the BMJ Materials; d) knowingly permit any third party to access or use the BMJ Materials; e) include, mount or distribute any of the BMJ Materials in other works (other than legally permitted quotations with an appropriate citation); or f) use or distribute the BMJ Materials for commercial use.

3.2 BMJ also grants you a non-exclusive, royalty-free licence to use any journals (and excluding any databases, including but not limited to, BMJ Best Practice, BMJ Case Reports, DTB and Vet Record Case Reports) that formed part of the BMJ Materials to which you subscribed and that were published during the period of your subscription following the termination or expiry of your subscription, except for any portion of journal material that is expunged from the archive for any reason. Your use of any BMJ Materials for which perpetual access is hereby granted, is subject to the provisions of this Agreement, which shall continue to apply to your use of any BMJ Materials following termination or expiry of this Agreement.

3.3 We may make changes to BMJ Materials and to the way these are made available to you to reflect changes in the law and regulatory requirements, to implement minor adjustments or improvements (for example to address a security threat), or for clinical, patient/product safety, editorial or legal reasons. These changes will not affect your use of the BMJ Materials.

If we need to make more significant changes to the BMJ Materials and/or these terms and conditions other than those set out above (for example, because we have decided to make changes to format and/or ‘look and feel’ and/or the functionality and type of our delivery platforms) we will notify you. If you do not agree to the changes we are proposing, you may then contact us to cancel your subscription before the changes take effect and receive a refund for any BMJ Materials paid for but not received.

3.4 You agree to comply with our Website terms and conditions (as may be updated by us from time to time) which apply in addition to and form part of this Agreement. The Disclaimers set out in the Website terms and conditions apply to the BMJ Materials and you agree that your access to and use of the BMJ Materials (or any of them) will be in accordance with, and subject to, the Website terms and conditions.

Please read the Website terms and conditions before placing your order for a subscription because they do and will continue to form part of the Agreement.

3.5 While BMJ will (i) use reasonable skill and care in developing BMJ Materials and in providing you with access to BMJ Materials as part of your subscription and (ii) use reasonable efforts to remedy any faults or errors of which we become aware, BMJ Materials are provided and made available to you via your subscription on an “as is” or “as available” basis. We make no promises in respect of the quality, completeness or accuracy of the information published. Unless we expressly state otherwise, all BMJ Materials are provided as a resource for your general information and use and are not (nor are they intended) to address your or any particular requirements. Our products are intended for use by clinicians or other health professionals, however, it is your responsibility to make your own professional decisions and judgments and to independently verify any information that you may choose to rely upon in BMJ Materials.

3.6 BMJ relies on authors, contractors and third party data providers to confirm the accuracy of information and advertisements contained in the BMJ Materials and therefore BMJ cannot and does not warrant the accuracy of the BMJ Materials (or any part of them). Readers should be aware that professionals in the field may have different opinions. Because of this fact and also because of regular advances in medical research BMJ strongly recommends that all readers independently verify any information in the BMJ Materials that they chose to
rely upon. Ultimately it is the reader’s responsibility to make their own professional judgements. Opinions posted on any part of the Website are those of the individuals posting them and not the views of BMJ. Differences may occur between the print and online text of articles and advertisements.

3.7 All BMJ Materials belong to BMJ or its licensors who own all intellectual property rights (including copyright) in BMJ Materials. No intellectual property rights in any BMJ Materials are transferred to you.

3.8 On cancellation or expiry of your subscription, your access to BMJ Materials (and the right to receive print copies, if applicable) shall cease save that you shall continue to be entitled to perpetual access to BMJ Materials as provided under section 3.2 above.

3.9 If BMJ terminates or cancels your subscription for breach of this Agreement by you as provided under section 2.8B above, all rights to access BMJ Materials including the perpetual access granted under section 3.2 (and the right to receive print copies, if applicable) shall cease.

4. Our liability to you

Please read this section carefully - it makes clear to what extent, if any, BMJ accepts responsibility (liability) to you for your use of BMJ Materials.

4.1 BMJ accepts no responsibility if you incur any loss or damage as a result of using BMJ Materials outside the scope of these terms and conditions. Nor does BMJ accept any responsibility in respect of any third party products or services referred to or linked to in any BMJ Materials.

4.2 BMJ will be responsible only for loss or damage that is reasonably foreseeable as a result of its breach of these terms and conditions or otherwise as a result of a breach of a legal duty of care owed to you, and BMJ's total financial liability to you is limited to 115% of the price you have paid for your subscription.

4.3 BMJ is not responsible for, and is not liable to you if you suffer or incur, any loss as a result of matters beyond its reasonable control such as, by way of example (and not limited to), the provision or performance of public or private communications networks, internet services and/or connections, acts of god, industrial action, terrorist attack or threat. If, due to an event beyond our reasonable control, we are unable to provide access to BMJ Materials for a consecutive period of more than 28 days, you may cancel your subscription and we will refund any amounts that you have paid us in advance that relate to any remaining period of your subscription.

4.4 BMJ's liability will not be limited or excluded in the case of death or personal injury directly caused by BMJ's negligence; nor is BMJ's liability otherwise excluded or limited for loss or damage that cannot as a matter of law be excluded or limited.

5. General

5.1 Transferring BMJ's rights and obligations. BMJ may transfer its rights and obligations under this Agreement to another organisation upon notice to you.

5.2 Severability. Each of the provisions set out in this Agreement operates separately. If any court of competent jurisdiction determines that any of them are invalid, the invalidity will not affect the other provisions which shall remain in full force and effect (and construed accordingly to the extent necessary).

5.3 No waiver. If either party fails to exercise any right or remedy under this Agreement then such failure does not amount to a waiver of that right or remedy.

5.4 Entire Agreement. This Agreement constitutes the complete agreement between you and BMJ relating to your use of BMJ Materials.

5.5 Alternative Dispute Resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without having to go to court. If you are not happy with how we have handled a complaint, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution Procedure.

5.6 Law & Jurisdiction. This Agreement will be subject to English law and both you and BMJ agree that the courts of England will have non-exclusive jurisdiction to settle any dispute which may arise out of, or under, or in connection with this Agreement.

5.7 Questions & complaints. If you have any questions about your subscription, please contact us on +44 (0) 20 7111 1105 or email to support@bmj.com. If you wish to make a complaint, please see our Complaints Policy.