Terms and Conditions for an individual’s access to BMJ Products (online and print)

These terms and conditions (Terms) apply to your purchase and constitute a legally binding agreement between us and you, the individual identified in your order (you). These Terms incorporate our Privacy Notice, Website terms and conditions, and any copyright notices, disclaimers, guidelines or other terms that may be sent to you by us or agreed to by you, posted on the relevant web page(s) of our website or included in printed publications that form part of your purchase. Please read these documents carefully as they will also form part of your contract with us. If you do not agree with these Terms you should not place an order to receive BMJ Products.

1. These terms

Who we are, and where to find information about us.
In these Terms, references 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). You can find further information about us and what we do by visiting our website, https://www.bmj.com/company/. You can also contact us via our Customer Service Team.

Information about BMJ Products
BMJ provides healthcare knowledge resources in online and print formats. Some of these products can be purchased on a subscription basis. Other products may involve a one-time purchase (including articles which are available on a pay-per-view basis). You can find lots of information about our products on our website, https://www.bmj.com/company/our-products/, or from our sales staff before you order. We will also confirm in writing the key information about the products you have ordered (BMJ Products), either by email, in your online account or on paper. For the avoidance of any doubt, if you have purchased a fellowship membership for any Case Reports published by us, this will be classed as a “subscription” for the purposes of your contract with us.

We may make changes to these Terms from time to time
It is your responsibility to check these Terms periodically for any changes. Your continued use of the BMJ Products will mean that you agree to any changes. These Terms were most recently updated on 7 November 2022.

Translations
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 these Terms. The English language version of these Terms shall prevail in the event of any conflict between the English language version and a version in any other language.

2. Your purchase

Your order
By submitting your payment and other account details you are making an offer to us (your order) to buy access to the BMJ Products specified in your order for the duration specified in that order. 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 purchase or subscription via a confirmation email or letter (order confirmation).

Sometimes we may not be able to accept your order, which might be because we have insufficient stock of the particular BMJ Products you have requested or because your name appears on the HM Treasury consolidated list of asset freeze targets. If this happens, we will let you know as soon as possible and will not charge you.

Subscriptions
Where you have purchased a subscription to BMJ Products, we will provide you with access to (and if applicable, deliver to you) the relevant BMJ Products for the duration of the subscription period indicated in your order confirmation.

One-time purchases (inc. Pay Per View)
Where you have purchased one-time access to BMJ Products, we will provide you with access to (and if applicable, deliver to you) the relevant BMJ Products for a period of 24 hours.

Print Materials
If your order includes any BMJ Products in print-format, these will be delivered to you at the address specified provided by you in your order. The costs of delivery are included in the cost of your order, unless otherwise stated on the relevant web page of our website. If your order includes a print-format subscription to BMJ Products, we will deliver the number of issues stated in your order confirmation starting with the issue current as at the date the contract is formed, unless otherwise agreed in writing. We will make every effort to deliver the BMJ Products to you within 30 days of each publication, but we cannot be held responsible for postal or customs delays.
Any claims for non-delivery must be notified to our Customer Service Team as soon as possible. If you notify us any later than three months after the publication date of the relevant issue, your claim will not be upheld if we have evidence that the BMJ Products in question were dispatched to you.

Your account information
You are responsible for providing 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. We will not be liable if you fail to provide us with the correct information, or if you fail to give us this information in good time. For instance, we will not be responsible if you supply us with an incorrect postal address for the delivery of printed BMJ Products to you, or if you only give us the right information after your order has already been processed for dispatch.

We're not responsible for delays outside our control
If our supply of the BMJ Products is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. We won’t compensate you for the delay, but if the delay is likely to continue for 30 days or more, you can contact our Customer Service Team to end your subscription and receive a refund for any BMJ Products you have paid for in advance, but not received.

3. Payments

Generally, we will charge you when you place your order
However, for some subscriptions we will take payment from you at regular intervals, as explained to you during the order process.

Price
The price you pay for your subscription or one-time purchase (and the currency in which you pay) will be stated on the relevant web page of our website. This 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 order, including in relation to any currency conversion required. In return for us making the relevant BMJ Products available to you, you agree to make the payments notified to you at the time of your purchase in accordance with this contract.

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: (a) you are entitled to purchase the subscription; (b) that you are not subject to any trade sanction; and (c) that we may use such payment information and details to pay for the BMJ Products specified in your order (and we may process such payment on your behalf). If you have purchased a subscription, you will be deemed to have repeated these representations to us:

- each time a payment is due from you to us during your subscription period; and
- each time you need to update your payment details during your subscription period (where, for example, your card or other payment method expires, or when you change your geographical location).

We pass on increases in VAT
If you have purchased a subscription and the rate of VAT changes during your subscription period, we will adjust the rate of VAT that you pay (unless you have already paid in full before the change in the rate of VAT takes effect).

When and how we refund you
If you are entitled to a refund we will credit the full amount of your 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 the BMJ Products (see we can end our contract with you).

Incorrectly stated prices
Whilst 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 fulfil your order at that price. If we notify you of such a mistake, even after having accepted your offer at the incorrect price, you can either: (a) pay the correct price; or (b) cancel your order (see How to cancel your order). If you decide to cancel your order we will refund you for any BMJ Products you have paid for in advance, but not received. If you do neither of these things then we shall be entitled to cancel or suspend your order.

Taxes and Customs
Unless otherwise indicated, the prices we state are exclusive of VAT (or other similar sales tax) which, if applicable, must be paid in addition. Where your order includes print-format BMJ Products 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.
4. **Subscription renewals**

If you have an annual subscription

Your subscription will **not** automatically renew at the end of each 12-month 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 renewing your subscription 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.

If you have a monthly subscription

Unless you have received a promotional offer or discount (based upon your subscription continuing for a fixed minimum duration), your subscription will continue on a rolling monthly basis unless and until you exercise your right to cancel as described in How to cancel your order. We will notify you at least 28 days in advance of any change to the price of your monthly subscription.

5. **How to cancel your order**

You have a legal right to change your mind.

Generally speaking, you have the right to change your mind about your purchase only if:

- you contact our Customer Service Team to tell us within 14 days of your order being accepted by us; and
- you have not accessed the online BMJ Products during that 14-day period.

You can’t change your mind where:

- You have already accessed the online BMJ Products you have purchased within the 14 day period. If you access the BMJ Products within the 14-day period, you acknowledge that you are not entitled to a refund and your subscription will continue until the end of the next billing period.
- You have received a BMJ Product which is available to access or download during a limited short-term time-frame only, such as Pay-Per-View articles: When you place your order for these BMJ Products, we will immediately supply you with those BMJ Products. In ordering these BMJ Products you acknowledge that your right to cancel will be lost where you have received the BMJ Products you ordered.

Ending your monthly or annual subscription

If you purchased your subscription directly from BMJ then, unless you have received a promotional offer or discount (based upon your subscription continuing for a fixed minimum duration), you may cancel your subscription by contacting our Customer Service Team at least 14 days before your next billing date.

If you provide less than 14 days’ notice, you may be required to make your next bill payment and, in these circumstances, your subscription will continue until the end of the next billing period. You may provide us with notice in advance of your current subscription’s expiration date, but the cancellation will not take effect until the end of your current subscription period (or, where you have received a promotional offer or discount based upon your subscription continuing for a fixed minimum duration, the expiry of that fixed minimum subscription period).

You have rights if there is something wrong

You can end the contract between us where:

- we have told you about an upcoming significant change to your contract which you do not agree to;
- we have told you about an error in the price or description of the BMJ Products you have ordered, and you do not wish to proceed;
- there is a risk that our supply of BMJ Products to you may be delayed by 30 days or more because of events outside our control; or
- we have suspended the supply of BMJ Products to you for technical or other reasons for a period of more than 30 days.

To exercise your right you must contact our Customer Service Team. The contract will end immediately and we will refund you in full for any BMJ Products that have been paid for but not provided.

How to let us know

If you placed your order directly with BMJ, you can cancel your order as described in this Section by contacting our Customer Service Team stating that you wish to cancel your order and providing your name and order reference number(s).

What will happen on cancellation

If you cancel your order then your rights to access the BMJ Products shall cease, but you will still be entitled to perpetual access to certain BMJ Products.
6. **We can end our contract with you**

We can end our contract with you (and stop supplying you with BMJ Products) if:

- you don’t make a payment to us when it’s due (and you still don’t make that payment within 7 days of us reminding you that the payment is due);
- you fail to adhere to any of the conditions in these Terms or our [Website terms and conditions](#) (and, if we think the problem can be fixed by you, you still don’t fix that problem within 30 days of us notifying you about it); or
- we reasonably believe that your user account has been accessed by someone else.

We can also treat your order as cancelled (and we won’t supply you with BMJ Products) if:

- you don’t provide us with information, cooperation or access which we reasonably require within a reasonable period of us requesting it; or
- where printed BMJ Products are returned because you are not known at the address you provided to us.

**In either of these circumstances**

Your rights to access the BMJ Products (including any [perpetual access](#) and the right to receive print copies, if applicable) shall immediately stop. You won’t be entitled to any refunds.

7. **Suspension of your account**

We can suspend your account and your access to the BMJ Products:

- whilst any payment due to us from you is outstanding;
- if you share your user account details;
- if we reasonably believe that your user account has been accessed by a third-party;
- where printed BMJ Products are returned because you are not known at the address you provided to us;
- you breach any of these Terms (and, where the breach is remediable, you fail to remedy that breach within 30 days of us notifying you).

If we do this, we will contact you in advance (using the contact information you have supplied to us) to tell you we will be suspending your account and the supply of the BMJ Products to you.

8. **BMJ Products**

**We may make changes.**

We may make changes to BMJ Products 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 Products.

**Other changes we can make, but we will give you notice and the option to terminate**

If we need to make more significant changes to the BMJ Products and/or these Terms 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 our [Customer Service Team](#) to cancel your order before the changes take effect and receive a refund for any BMJ Products paid for but not received.

**We can withdraw BMJ Products, but we will give you notice and the option to terminate.**

We can stop providing any BMJ Product at any time. We may do this for various reasons, including where we no longer have the legal right to continue publication of that product or title. We’ll contact you to let you know if we plan to do this and we’ll refund any sums you’ve paid in advance for BMJ Products which won’t be provided.

**We can withdraw content from BMJ Products**

We can remove content from any BMJ Product at any time. We may do this for various reasons, including for clinical, patient/product safety, editorial or legal reasons. These changes will not affect your use of the BMJ Products.

**We can suspend access to our websites (and you have rights if we do).**

We may suspend the supply of our websites for maintenance, to deal with technical problems or make technical changes, or to implement adjustments or improvements (for example to address a security threat). Where we do this, we will contact you in advance to tell you we’re suspending access, unless the problem is urgent or an emergency.

If we have to suspend the supply of the BMJ Products for longer than 30 days in any 12 month period we will either:
• adjust the price so that you do not pay for any affected parts of your order during the period when provision of the BMJ Products is suspended; or
• extend the period of your subscription to cover the period when the provision of the BMJ Products was suspended (at no additional cost); or
• where your order includes print publications, we will ensure that you receive all those BMJ Products that you were due to receive as quickly as possible thereafter.

You may contact us to end your subscription if we suspend provision of the BMJ Products for more than 30 days and we will refund any sums you have paid in advance for those BMJ Products which you have not received.

9. Perpetual access

If you have purchased a subscription to BMJ Journal content, after your subscription ends you will still be able to access (in electronic format) all of the content that was published during your subscription period for the BMJ Journal you received. This right will also include any other archive content which you had access to during your subscription.

This right does not apply to: Case Reports; any journal which is not owned by BMJ; any content which has been expunged from the archive (which is normally undertaken where there is a risk to patient safety, or for legal reasons), or which is damaged; any BMJ Product which is sold by us to someone else. If a BMJ Product is sold by us to someone else we will use reasonable endeavours to ensure that the purchaser (or subsequent publisher) continues to honour your perpetual access rights, but we cannot guarantee that you will be able to continue accessing this content in these circumstances.

10. Your use of BMJ Products

Your order (and your contract with us) is personal to you alone
You must not share with any other person any of your rights or entitlements under your contract with us. You are responsible for your account and any access or use of BMJ Products that occurs under your user account.

Account security
If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not share your account or access credentials with anyone else. If you believe that your user account is being used by anyone else, you should inform us immediately by contacting our Customer Service Team. We may ask you to verify and/or validate your credentials, and to validate that you are a personal subscriber to our products and that you are accessing and using the BMJ Products for your own personal use.

Our content
We will provide you with the BMJ Products described in your order confirmation with all reasonable care. However, the BMJ Products and their content is provided to you on an “as is” basis. We make no promises about the quality, completeness or accuracy of BMJ Products or their content. The BMJ Products and their content is provided as a resource for your general information only. They are not (nor are they intended) to address any particular or any generalised requirements you may have. Differences may occur between the print and online text of articles and advertisements.

Healthcare professionals
BMJ Products are intended for use by clinicians or other health professionals only. However, as a medical professional you retain full responsibility for the care and treatment of your patients and you should use your own clinical judgement and expertise when using your BMJ Products and independently verify any information that you may choose to rely upon.

Non-commercial use only
You have the right to access and use the BMJ Products included in your order confirmation for your own personal, non-commercial purposes. These rights shall apply for the duration specified in your order confirmation. We may ask you to verify and/or validate that you are a personal subscriber to our products and that you are accessing and using the BMJ Products for your own personal use.

You must not:
• create something new which is based on, or derived from, the BMJ Products (or any part of them);
• remove, hide, or change:
  o an author’s name or affiliation;
  o our (or our licensors’) copyright notices, policies, disclaimers, terms, or other means of identification;
• systematically download or print the BMJ Products (or any part of them);
• allow anyone else to access or use the BMJ Products (or any part of them);
• include, mount or distribute the BMJ Products (or any part of them) in something else - but that you can quote or reference our content provided that you include an appropriate citation;
● use the BMJ Products (or any part of them) for commercial purposes.

**Our websites**
If you have purchased access to BMJ Products in online format, we will use all reasonable care to maintain our websites where your BMJ Products are made available from. We will use reasonable efforts to fix any faults or errors with our websites which we become aware of. However, our websites are provided to you on an “as is” or “as available” basis. We make no promises about the quality, completeness or accuracy of our websites or the information published on them. We won’t be responsible where our websites are unavailable or inaccessible because of system back-up procedures, internet traffic volume, upgrades, overload of server requests.

**Content provided by third parties**
BMJ Products contain content provided by various third-parties including authors, reviewers, patients, contractors, advertisers and others. Where content has been provided by a third-party, we cannot and do not warrant the accuracy of that content. As a reader, you should be aware that professionals in the field may have different opinions. Because of this fact, and because of regular advances in medical research, we strongly recommend that you independently verify any information in BMJ Products that you chose to rely upon. Ultimately it is your responsibility to make your own professional judgement in respect of the content you read in BMJ Products. Any opinions or recommendations are those of the individuals making them, and they are not endorsed by us or our licensors.

**Intellectual property (including copyright)**
All BMJ Products belong to us or our licensors. No intellectual property rights (or copyright) in any of your BMJ Products will be transferred to you because of your contract with us or your access to the BMJ Products.

**11. Our liability to you**

Please read this section carefully - it makes clear what responsibility (liability) we have to you.

**We don’t compensate you for all losses caused by us or BMJ Products**
We’re responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected**: It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);
- **Caused by a delaying event outside our control**: As long as we have taken the steps set out in the section titled We’re not responsible for delays outside our control;
- **Avoidable**: Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice or by correctly following our instructions; or
- **A business loss**: It relates to your use of the BMJ Products for the purposes of your trade, business, craft or profession.

We don’t limit or exclude anything that cannot legally be excluded or limited.

**Any compensation we pay to you will be capped**
If we have any liability to you, our total liability to you will not exceed the amounts indicated here.

- If you have purchased a subscription, our liability to you will not exceed 115% of the amount you paid to us during the preceding 12-month period.
- If you have made a one-time purchase from us, our liability to you will not exceed 115% of the amount you paid.

This means that you won’t be able to claim more than the amount described here.

**12. Your personal information and how we use it**

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. How we use any personal data you give us is set out in our Privacy Notice.

**13. Contact us - Our Customer Services Team**

If you have any questions about your subscription, please contact our Customer Services Team on +44 (0) 20 7111 1105 or email support@bmj.com. Calls may be recorded and will be charged at your usual rate.

**14. Complaints**
You have several options for resolving any problems or issues you may experience:

**Complaints policy**
Please contact our Customer Service Team. Our Team will do their best to resolve any problems you have with us or our products in accordance with our Complaints Policy.

**Resolving disputes without going to court**
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. You can submit a complaint to any of the external bodies listed in our Complaints Policy and if you’re not satisfied with the outcome you can still go to court.

**You can go to court**
This contract is governed by English law and wherever you live you can bring claims against us in the English courts. If you live outside of England, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

**15. Other important terms**

**We can transfer our contract with you, so that a different organisation will supply your BMJ Products**
We’ll contact you to let you know if we plan to do this. If you’re unhappy with the transfer you can contact our Customer Service Team within no later than 30 days of us telling you about it and we will refund you any payments you’ve made in advance for your subscription.

**Nobody else has any rights under this contract**
This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**If a court invalidates some of this contract, the rest of it will still apply**
If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later**
We might not immediately chase you for not doing something (like paying) or for doing something you’re not allowed to, but that doesn’t mean we can’t do it later.