



Terms of Use

1. Introduction

This document tells you the Terms of Use (our terms) under which you may access our website at <http://www.britwriters.co.uk> (our site) whether as a guest or a registered user or a BWA member. Please read these terms carefully before you start to use the site. By using our site, you agree to be bound by our terms. If you do not agree to these terms, please refrain from using our site.

2. Information about our business

The <http://www.britwriters.co.uk> site is operated by Brit Writers Ltd, which is registered in England and Wales under company number 6890917. Our registered office is at 67 Lombard Street, Digbeth, Birmingham, B12 OQU.

We are registered with the Office of the Information Commissioners as required by the Data Protection Act 1998. Our registration number is: Z1753559.

3. Accessing our site

This website is intended for use by UK residents only and only in relation to their activities within the United Kingdom. Under no circumstances should you apply or rely on any information contained in this website if you are outside the United Kingdom.

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

When using our site, you must comply with the provisions of our terms.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your systems are aware of these terms, and that they comply with them.

4. Prohibited uses

You may use our site for lawful purposes only. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

You also agree not to access without authority, interfere with, damage, attack or disrupt any part of our site; any equipment or network on which our site is stored; or any software used in the provision of our site.

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 our site will cease immediately.

We will not be liable for any loss or damage caused by attacks, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any site linked to it.

5. Suspension and termination

Failure to comply with our terms constitutes a material breach of our terms and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- 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.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

6. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal, non-commercial use.

You must not modify the paper or digital copies of any materials you have acquired from our site. Trade marks, copyrights or any other proprietary notices must always remain intact. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the author(s) of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors. Any unauthorised downloading, re-transmission or other copying or modification of any of the contents may be in breach of statutory or common law rights which could be the subject of legal action.

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

7. Reliance on information posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

8. Site maintenance

We aim to update our site regularly, and may change the content at any time. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

9. Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us, hereby expressly exclude:

- All conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any sites linked to it and any materials posted on it, including, without limitation, any liability for loss of income or revenue; loss of business; or for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

10. Information about you and your visits to our site

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

11. Linking to our site

You may link to our home page, 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.

You must not establish a link from any site that is not owned by you.

We reserve the right to withdraw linking permission without notice. The site from which you are linking must comply in all respects with the content standards set out in these terms.

If you wish to make any use of material on our site other than that set out above, please address your request to enquiries@britwriters.co.uk

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

12. Jurisdiction and applicable law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms are governed by English law.

13. Variations

Our terms may change from time to time. This site will always contain our current terms. Please check this site for changes, as they are legally binding on you.

The last updating of these terms took place in 06 May 2009.

14. Contact us

If you have any concerns about material that appears on our site, please contact us at enquiries@britwriters.co.uk

User Agreement

These Terms and Conditions apply to all agreements between Brit Writers Ltd (“BWA”) and every customer (the “Customer”) for the supply of Services via the www.britwriters.co.uk website (the “Site”), or such other URL as we may notify the Customer in writing. Please understand that if you refuse to accept these terms and conditions, you will not be able to order or use any Services from our Site.

1. Definitions

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

“**Agreement**” means these Terms and Conditions and Acceptance Notice.

“**Acceptance Notice**” means BWA’s emailed acceptance of an order placed by the Customer with BWA.

“**Business Days**” means a day other than a Saturday, Sunday, bank or public holiday in the United Kingdom.

“**Commencement Date**” means the date on which the Services shall commence, as set out in the Acceptance Notice.

“**Customer**”/“**You**” means any person or organisation placing an order with BWA.

“**Customer Information**” means any information that the Customer posts on to the Site together with emails received from the customer.

“**Database**” means the information database forming part of the Services.

“**Services**” means such of the services described on the Site from time to time and listed by BWA in the Acceptance Notice.

“**Serviced Countries**” means the United Kingdom and such countries as notified on the Site from time to time.

“**Site**” means the website at <http://www.britwriters.co.uk>

“**Terms and Conditions**” means these terms and conditions.

“**Use**” means to use, copy, and/or print parts of the Database for personal use only.

1.2. Headings in these Terms and Conditions are for convenience only and will have no legal meaning or effect.

2. Information about us

2.1 www.britwriters.co.uk is a site operated by BWA. We are registered in England and Wales under the company number 6890917 and with our registered office at 67, Lombard Street, Digbeth, Birmingham B12 0QU.

3. Service Availability

3.1. Our Site is only intended for use by people resident in the Serviced Countries.

4. Your Status

4.1. By placing an order through our Site, you warrant that:

4.1.1. you are legally capable of entering into binding contracts; and

4.1.2. you are at least 18 years old; and

4.1.3. you are resident in one of the Serviced Countries; and

4.1.4. you are accessing our Site from that country.

5. Contract Formation

5.1. The Customer may place an order for the provision of the Services with BWA through the Sign Up Facility on the Site.

5.2. The Customer must ensure that the terms of the order are complete and accurate.

5.3. No order placed by the Customer shall be deemed to be accepted by BWA until an Acceptance Notice of the order is issued by BWA to the Customer or (if earlier) when BWA begins the provision of the Services, with the Customer's consent. The contract is formed for the provision of the Services or variation of the Services on the date the Acceptance Notice is received by the Customer.

5.4. BWA reserves the right to reject an order or variation of the Services received from a Customer for any reason.

6. Contract cancellation

6.1. If you are contracting as a consumer, you may cancel this Agreement for any reason at any time within 7 Business Days, beginning on the date of conclusion of the contract or from the date the Acceptance Notice is provided to you, unless BWA has started to perform the Services with your consent prior to the end of the cancellation period.

6.2. In the event that you wish to exercise your right to cancel the contract you must notify BWA by recorded post to the BWA address given below, informing BWA that you wish to cancel the Agreement.

6.3. If you exercise your right to cancel the Agreement before the Services have been provided, you will receive a full refund of any fees paid in accordance with BWA's refunds policy.

7. Payment

7.1. The prices to be paid by the Customer for the Services ordered shall be as set out in the Acceptance Notice.

7.2. All prices are inclusive of VAT unless otherwise stated.

7.3. The Customer will be charged for the Services in advance. Once cleared funds have been received by BWA, BWA will provide the Customer with a unique membership number to access the Service.

7.4. No payment by the Customer shall be deemed to have been received by BWA until BWA has received cleared funds. Time for Payment shall be of the essence.

8. Refunds Policy

8.1. Subject to the customer being eligible under 6.1 and once the Customer has cancelled the Agreement, BWA will usually refund any money received using the same method as that originally used to pay for the Services. BWA will usually process the refund due to the Customer as soon as possible and, in any case, within 20 Business Days of the day BWA receives the cancellation or the day BWA confirmed the Customer was entitled to a refund.

8.2. Subject to clause 6.1, there will be no other refunds made to customers.

9. BWA's Obligations

9.1. BWA shall use reasonable endeavours to provide the Services in accordance with the Acceptance Notice.

9.2. BWA shall provide the Services using reasonable skill and care, and ensure that the Services are provided of a quality conforming to generally accepted industry standards and practices.

9.3. BWA shall use reasonable endeavours to ensure that the description of the Services and prices displayed on the Site for the provision of the Services are correct and up to date.

10. Customer's Obligations

10.1. The Customer shall at all times co-operate with BWA to enable BWA to provide the Services.

10.2. The Customer shall not:

10.2.1. use the Services for unlawful or fraudulent purposes;

10.2.2. use the Services in anyway that breaches any applicable local, national or international law or regulation;

10.2.3. access the Services without authority, interfere with, damage, attack or disrupt any part of the Service.

11. Licence

11.1. BWA grants the Customer a non-exclusive licence to Use the Service, for the duration specified in the Acknowledgement Notice.

11.2. The Customer hereby grants BWA a worldwide, non-exclusive, royalty-free licence to reproduce and display any Customer Information on the Site.

12. Customer's Warranties

12.1. The Customer warrants that:

12.1.1. it has the right to publish all Customer Information and that it can grant BWA such right to publish the information on the Site; and

12.1.2. the information provided to BWA for publication is original material belonging to the Customer; and

12.1.3. BWA's use, reproduction, distribution, or transmission of information provided by the Customer to BWA on the Site will not and does not infringe any third party rights; and

12.1.4. the information does not contain material that includes false advertisements, unfair competition, defamatory material, invasions of privacy or rights of celebrity, or violations of any anti-discrimination law or regulation; and

12.1.5. the information provided does not contain material that includes false advertisements, unfair competition, defamatory material, invasions of privacy or rights of celebrity, or violations of any anti-discrimination law or regulation.

13. Intellectual Property Rights

13.1. All intellectual property rights in the information contained (excluding Customer Information) belong to BWA and/or its licensors.

13.2. All intellectual property rights in the information created or written by or on behalf of the Customer shall be and will remain the absolute property of the Customer.

13.3. Neither party will gain by virtue of this Agreement any rights of ownership of or in any copyright, patents, trade secrets, trade marks or other intellectual property or proprietary rights owned by the other.

14. Limitation of Liability

14.1. This provision sets out BWA's entire liability to the Customer and all other liability of BWA to the Customer is hereby excluded.

14.2. In no event shall BWA be liable to the Customer whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the provision of the Services, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information. For the avoidance of doubt, neither the types of loss and/or damage specified above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this Agreement.

14.3. Nothing shall exclude or restrict BWA's liability for fraudulent misrepresentation and/or for death or personal injury (including but not limited to sickness and death) to the extent that such injury results from the negligence or wilful default of BWA, its servants, agents or subcontractors.

14.4. BWA's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this Agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 125% of the total fees payable by the Customer to BWA under this Agreement in that calendar year.

15. Indemnity

15.1. The Customer shall keep BWA indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by BWA as a result of or in connection with the publication of the Customer Information on the Site.

16. Access to the Site

16.1. BWA reserves the right to exclude access to the Site to persons accessing the Site via certain internet service providers if the domain names of such internet service providers suggest or BWA becomes aware that the persons are accessing the Site from outside the Serviced Countries.

17. Term and Termination

17.1. This Agreement shall come into effect when the order has been accepted by BWA and shall continue for the Term specified in the Acceptance Notice, unless terminated earlier in accordance with this Agreement.

17.2. If you have entered into a yearly Agreement, the Agreement will continue for a 12 month period from the Commencement Date and will terminate automatically at the end of this period. If you wish to renew the Agreement you will need to enter into a new agreement with BWA.

17.3. Where no Term is specified either party may terminate this Agreement by giving not less than one month's prior written notice to the other party.

17.4. Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating this Agreement with immediate effect if the other party commits any material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 15 days of that party being notified of the breach.

18. General Provisions

18.1. The Customer may not assign, sub-license or otherwise transfer any rights or obligations under these Terms and Conditions. BWA reserves the right to assign, sub-licence or transfer any obligations under these Terms and Conditions to a third party.

18.2. These Terms and Conditions cannot be varied except in writing by BWA.

18.3. The obligations of each party under these Terms and Conditions shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control.

18.4. If any provision in these Terms and Conditions is found to be invalid or unenforceable by any authority having competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

18.5. Failure by either party to insist upon strict performance of any provision of these Terms and Conditions, or the failure of either party to exercise any right or remedy to which it is entitled under these Terms and Conditions shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established under these Terms and Conditions.

18.6. Any notice required to be given pursuant to these Terms and Conditions shall be sent to the email address of the relevant party set out in the Order or Acceptance Notice or such other email address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given on the next Business Day.

18.7. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18.8. These Terms and Conditions are exclusively governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.