

# Terms and Conditions

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using [www.hogsbackbooks.com](http://www.hogsbackbooks.com) (our website) operated by Hogs Back Books Limited.

Your access to and use of our website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use our website.

By accessing or using our website you indicate that you accept these Terms and you agree to be bound by them. If you disagree with any part of the terms then you may not access the Service.

## Our website

[www.hogsbackbooks.com](http://www.hogsbackbooks.com) is a website operated by Hogs Back Books Limited ("Hogs Back Books"). Hogs Back Books is registered in England and Wales under company number 05618428 and our registered office at 34 Long Street, Devizes, SN10 1NT. Our VAT number is 977605671.

## Access to our website

When using our website, you must comply with the provisions of these Terms and Conditions.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms and Conditions, and that they comply with them.

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

We aim to update our website regularly, and may change the content at any time. However, any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. If the need arises, we may suspend access to our website, or close it indefinitely.

From time to time, we may restrict access to some parts of our website, or our entire website, to users who have registered with us.

## Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our website, 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 website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.

You must not modify the paper or digital copies of any 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.

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

You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

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

## Reliance on information posted

Commentary and other materials posted on our website 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 website, or by anyone who may be informed of any of its contents.

## Our liability

The material displayed on our website 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 website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and 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.

## Prohibited uses of our website

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

- 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;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our contents standards as set out below;
- to transmit or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

You also agree not to access without authority, interfere with, damage or disrupt:

- any part of our website;
- any equipment or network on which our website is stored;
- any software used in the provision of our website; or
- any equipment or network or software owned or used by any third party.

## Contents standards

The content standards set out in these Terms and Conditions apply to any material which you contribute to our website ('Contributions'), and to any interactive services associated with it.

Contributions must be accurate (where they state facts), be genuinely held (where they state opinions) and comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;

- promote sexually explicit material;
- promote violence.
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trademark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## Suspension and termination

We will determine, in our discretion, whether there has been a breach of our acceptable use standards set out in these Terms and Conditions through your use of our website. When a breach of these standards has occurred, we may take such action as we deem appropriate.

Failure to comply with our acceptable use standards constitutes a material breach of these Terms and Conditions and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our website;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our website;
- 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; or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of our acceptable use standards. The responses described in these Terms and Conditions are not limited, and we may take any other action we reasonably deem appropriate.

## Interactive services

We may from time to time provide interactive services on our website, including, without limitation chat rooms and bulletin boards ('Interactive Services'). Where we do provide any Interactive Services, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Interactive Services provided on our website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Services we provide on our website, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Services by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any Interactive Services should be made aware of the potential risks to them.

## Uploading material to our website

Whenever you make use of a feature that allows you to upload material to our website, or to make contact with other users of our website, you must comply with the content standards set out in these Terms and Conditions. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website.

We have the right to remove any material or posting you make on our website if, in our opinion, such material does not comply with the content standards set out in these Terms and Conditions.

## Privacy and Data Protection Policy

You will not normally need to send us any personal information to use the majority of the information on our site. However, we do receive email enquiries and accept submissions by authors and illustrators by email.

Submissions – When sending us your submissions you are consenting to us holding the data that you send with it. This could be your name, email, age, phone numbers etc. We will only use this information to reply to you and will not share it with third parties. We will only hold this information for two years and after this it will be deleted from our system and the server. If you wish to have your data removed before then please get in touch with the data controller.

Enquiries – When sending us enquiries through the website you are consenting to us holding information such as your name and your email address. We will not share these with third parties.

We take seriously our responsibilities under the Data Protection Act 1998. Personal information which you provide to us will be collected, stored and used in accordance with the requirements of this Act. You have the right to ask us for a copy of any personal data held about you and to request that we correct any inaccuracies in that information. If your personal information changes or if you no longer wish to receive our service, please let us know and we will correct, update or remove your details. This can be done by emailing us at [enquiries@hogsbackbooks.com](mailto:enquiries@hogsbackbooks.com)

## Viruses, hacking and other offences

You must not misuse our website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website 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 our website or to your downloading of any material posted on it, or on any website linked to it.

## Linking to our website

You may link to our website, 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. Any link that you do provide to our website must be an active and direct link.

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

Our website must not be framed on any other website. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out below.

If you wish to make any use of material on our website other than that set out above, please address your request to [enquiries@hogsbackbooks.com](mailto:enquiries@hogsbackbooks.com)

## Links from our website

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

## Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website 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 and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## Variations

We may revise these Terms and Conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they

are binding on you. Some of the provisions contained in these Terms and Conditions may also be superseded by provisions or notices published elsewhere on our website.

## Your concerns

If you have any concerns about material which appears on our website, please contact [enquiries@hogsbackbooks.com](mailto:enquiries@hogsbackbooks.com)