

**HARMSWORTHPRINTING.COM  
WEBSITE TERMS AND CONDITIONS**

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The terms “we”, “our”, “us” when used in these Terms means Harmsworth Printing Limited, (“Harmsworth”).

The terms “you”, “your” and “yours” when used in these Terms means you as a user of the Website.

**1. USE OF THE WEBSITE**

- 1.1 Please read the following terms and conditions (the “Terms”) carefully before using the Website. The Terms form the agreement between you and us and govern your use of the Website.
- 1.2 By using the Website and/or by registering with us, you signify your agreement to be bound by the Terms. If you do not agree to accept the Terms, you should not use the Website or register for any of the services available through the Website.
- 1.3 We reserve the right to change these Terms at any time and you are advised to review the Terms regularly to ensure that you are aware of any changes. Your continued use of the Website after such changes are posted will be deemed agreement on your part to these Terms, as amended.

**2. INTELLECTUAL PROPERTY RIGHTS**

- 2.1 Copyright and all intellectual property rights in the content of the Website are either owned by or are licensed to Harmsworth and are protected by such rights including, without limitation, by copyright and under trade mark laws. Except as specifically provided in Clause 2.2, no part of this Website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed, in any form, and/or for any other purpose. Use of the Website content for any other purposes other than as allowed in these Terms and any modification, alteration or adaptation of the content is an infringement of intellectual property rights of Harmsworth and may infringe the rights of third parties.
- 2.2 Subject to Clause 4, Articles (excluding photos and other images) on the Website may be freely used, quoted, copied and/or distributed but in each case subject to the following conditions:
  - 2.2.1 you must not modify, alter or adapt such copy in any manner which Harmsworth considers in its sole discretion to be harmful or derogatory to the reputation or business of Harmsworth or the Website itself; and
  - 2.2.2 you must ensure that appropriate acknowledgement is given to the Website as copyright holder and original publisher; and
  - 2.2.3 you must not remove or alter any copyright or other proprietary notices on any copies made by you.



- 2.3 In the event that you download software from the Website, the software, including any files, images incorporated in or generated by the software or any data accompanying the software (together the “Software”) are licensed to you by Harmsworth solely for the purposes set out at Clauses 2.2.2 and 2.2.3. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Software and must comply with the conditions of use set out in these Terms. Software downloaded from this Website is subject to UK export controls. No Software may be downloaded or otherwise exported or re-exported into any country to which the UK has embargoed goods. By downloading or using the Software, you represent and warrant that you are not located in, or under the control of, or a national resident of any country or on any such list.
- 2.4 All trade marks and logos shown on the Website are either owned by us, Harmsworth, or a third party. No rights are granted to use any trade marks or logos which appear on this Website other than as expressly set out in Clause 2.2 above. For the avoidance of doubt, you may not use any meta tags or any other hidden text utilising Harmsworth’s trade marks without our prior written permission.
- 2.5 Under no circumstances shall the use of this Website or the Software grant to any user any interest in the content of the Website, the Software or in any intellectual property rights of Harmsworth whatsoever.
- 2.6 No part of the website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without Harmsworth’s prior written permission.

### **3. MISUSE OF THE WEBSITE**

- 3.1 You must not, nor must you allow any other person, to alter, add to, delete, remove or tamper with this Website or any part of it or indirectly disrupt or interfere (or attempt to disrupt or interfere) with or alter this Website. 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 including without limitation via a denial-of-service attack or a distributed denial-of service attack.
- 3.2 By breaching Clause 3.1, you could commit a criminal offence under the Computer Misuse Act 1990. We may 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 access and use our Website will cease immediately.
- 3.3 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. We recommend that you take measures to protect the security of your computer including installing anti-virus software on to your computer.

### **4. INFORMATION ON THE WEBSITE**

- 4.1 Any material posted on our Website is provided on an “as is” basis. It is not intended to amount to advice. We shall have no liability to you or anyone who may be informed of the contents of our

Website in the event any party places reliance on any content or other materials on or available via our Website.

- 4.2 Whilst we reserve the right to change the content of the Website at any time, material on the Website may be out of date from time to time and we are under no obligation to update such material.
- 4.3 We make no representation that material on the Website is appropriate for or available outside England and Wales. If you access the Website from outside England and Wales, you are solely responsible for compliance with any applicable local law.

## 5. **LINKS**

- 5.1 This Website contains links to other websites which we consider may be of interest or helpful to you. These links are provided for your convenience only and Harmsworth has no control over nor is in any way responsible for the content or availability of such websites. Harmsworth therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.
- 5.2 You may not link to this Website from any other website without our express written authorisation. Permission for such linking may be requested by sending your name, address, website URL and details of the nature of the website to [tarjinder.jhutti@assocnews.co.uk](mailto:tarjinder.jhutti@assocnews.co.uk).

## 6. **ADVERTISERS**

- 6.1 Harmsworth shall not be liable to you in respect of any goods or services that are advertised or promoted on the Website by any other suppliers and you should make your own inquiries to ensure that the goods and services offered by those suppliers are suitable for your purposes, are (as the case may be) of satisfactory quality or provided with reasonable skill and care and that you have read and agreed any terms of business under which those goods and services are supplied.

## 7. **LIMITATION OF LIABILITY AND DISCLAIMER**

- 7.1 Harmsworth is providing the Website on an “as is” and “as available” basis and to the fullest extent permissible by law makes no (and expressly excludes all) guarantees, representations (except for fraudulent misrepresentation) or warranties of any kind (express or implied) with respect to the Website and its contents or any websites to which it is linked including, without limitation, warranties as to quality and fitness for purpose.
- 7.2 Harmsworth does not represent or warrant that the information accessible via the Website is accurate, complete, reliable or current nor that the Website will meet particular requirements, or be available, accessible, uninterrupted, timely, secure or operate without error or that it will be free from viruses, worms, trojan horses or other harmful elements. No advice or information obtained by you from the Website, whether written or oral, will create any warranty or other obligation not expressly stated in these Terms.
- 7.3 EXCEPT AS SPECIFICALLY SET OUT IN THESE TERMS, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER HARMSWORTH NOR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES WILL BE

LIABLE (WHETHER UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE HOWSOEVER ARISING) FOR ANY LOSS OR DAMAGE (WHETHER SUCH LOSSES WERE FORESEEABLE OR NOT) INCLUDING, WITHOUT LIMITATION:

7.3.4 LOSSES SUFFERED BY THIRD PARTIES;

7.3.5 LOSS OF DATA;

7.3.6 LOSS OF PROFIT;

7.3.7 LOSS OF REVENUE;

7.3.8 LOSS OF BUSINESS OR OPPORTUNITY;

7.3.9 LOSS OF GOODWILL; OR

7.3.10 ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES

ARISING FROM THE USE OF THE WEBSITE, INABILITY TO USE OR ACCESS THE WEBSITE, THE RESULTS OF USE OF THE WEBSITE, ANY WEBSITE LINKED TO IT OR ANY MATERIAL CONTAINED IN THE WEBSITE.

7.4 Nothing in these Terms shall exclude or limit Harmsworth's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or for any liability which cannot be excluded or limited by law.

## **8. INDEMNITY**

YOU AGREE TO ON DEMAND INDEMNIFY AND KEEP FULLY INDEMNIFIED HARMSWORTH AGAINST ALL CLAIMS, LIABILITIES, COSTS, DAMAGES OR LOSSES WE MAY SUFFER OR INCUR (INCLUDING WITHOUT LIMITATION ANY LEGAL FEES) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH BY YOU OF YOUR OBLIGATIONS UNDER THESE TERMS.

## **9. ACCESS TO THE WEBSITE**

9.1 You are responsible for making all arrangements necessary for you to have access to our Website.

9.2 Access to the Website is permitted on a temporary basis. We reserve the right to terminate your access to the Website or any part of it or to withdraw any of our services at any time, without notice, for any reason (including without limitation any breach of these Terms). From time to time, we may restrict access to some parts of our Website, to our entire Website and/or to users who have registered with us.

9.3 While Harmsworth endeavours to ensure that the Website is normally available 24 hours a day, Harmsworth shall not be liable if for any reason the Website is unavailable at any time or for any period.

9.4 Upon termination, you must destroy all materials obtained from Harmsworth and all copies thereof, whether in print or downloaded onto a computer.



## 10. JURISDICTION

- 10.1 These Terms and your use of the Website (including any services provided through it) shall be governed by and construed in accordance with the laws of England. By using the Website, you accept that any dispute under these Terms or arising out of the use of the Website shall be subject to the exclusive jurisdiction of the English courts to which you submit.
- 10.2 You are responsible for complying with any applicable laws of the country from which you are accessing the Website.

## 11. PRIVACY POLICY

- 11.1 Our Privacy Policy is incorporated into and forms part of these Terms. We process information about you in accordance with our Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

## 12. GENERAL

- 12.1 All disclaimers, terms, conditions as set out in the Website, these Terms (including the Privacy Policy) shall apply to you to the extent allowed by applicable law.
- 12.2 If for any reason any part of these Terms is deemed to be unenforceable, then this part of the Terms will be severed and this will not affect the validity or enforceability of the remaining terms.
- 12.3 Any waiver by Harmsworth of a breach of any provision of these Terms shall not be deemed to be a waiver of any subsequent breach of any provision.
- 12.4 These Terms constitute the entire agreement between you and Harmsworth and govern your use of the Website and supersede any prior agreements between you and Harmsworth in relation to the Website.