

# BMJ Case Reports Author Fellow Terms and Conditions

These terms and conditions set out the conditions relating to becoming a Fellow for BMJ Case Reports. This applies to all **Corresponding Authors** who submit a case report to the BMJ Case Reports website. Please note for multi-authored works, non-Corresponding Authors will need to apply separately to the BMJ Group to become a Fellow of BMJ Case Reports.

You should download a copy of these for your records.

## About us

The BMJ Publishing Group Ltd ("BMJ Group"), is a private limited company, incorporated in the United Kingdom under company registration number 3102371. The BMJ Group's registered office is situated at BMA House, Tavistock Square, London, WC1H 9JR. VAT Number 674738491. To contact us please phone +44 (0) 7383 6270, Fax +44 (0) 7383 6402 and email via [support@bmjgroup.com](mailto:support@bmjgroup.com)

BMJ Group as a publisher is governed by the self regulated Press Complaints Commission. Their Code of Practice can be viewed by accessing their website.

## 1. What is included as a Fellow?

1.1. Fellows can submit an unlimited number of case reports to be considered for publication during their fellowship term

1.2. Fellows have a personal, non-exclusive, non-transferable right to access online the full text of all published articles on BMJ Case Reports, and any additional rights contained within our Author Assignment (see below)

1.3. Access will occur when you are able to access the BMJ Case Reports and delivery shall be deemed to take place once a contract comes into effect (thus subject to acceptance of your offer).

## 2. Placing an order and our acceptance

2.1 When submitting your case reports you will be asked to accept these terms and conditions. Corresponding Authors will be charged the price indicated on the BMJ Case Reports website when you submit your case report.

Fellowship will be for 12 months from when our contract comes into effect and based on the standard pricing indicated on our website.

2.2 If you wish to cancel any Fellowship, as this is a periodical, you will have no contractual right to do so and acceptance of that cancellation request shall be at our discretion and if accepted, may be subject to a cancellation charge. This shall not affect your statutory rights.

2.3 When you do submit your case report you are making an offer to purchase a BMJ Case Reports Fellowship, which we may accept or decline. A contract for BMJ Case Reports Fellowship will come into effect within 5 working days from the date of submission unless we have contacted you to advise otherwise. We will however prior to that time allow you to have temporary access online to the published case reports but this is a gesture of goodwill, and does not represent acceptance of your offer. We have included this term to protect us in the case that a mistake has been made in pricing on the website, if we have inadvertently under-priced goods, or we are no longer able to supply a particular product for some reason.

2.4 Access is subject to availability, and BMJ Case Reports continuing to be owned by us. In the event that we are unable to supply access for the agreed term, we will inform you as soon as possible and provide you with a pro rata refund in the event that you have paid for a period for which we cannot comply. We will not however be liable for any other direct or indirect losses nor any losses (as set out in Clause 5), caused as a result of not being able to supply you with BMJ Case Reports for the periods subscribed to.

This does not affect your statutory rights

## 3. Your Account Details

If your Fellowship is accepted, you will be responsible for maintaining confidentiality of your online account and password, restricting access to your computer and/or prevent unauthorised access to your account. You agree to take responsibility for all activities that occur under your account or password. If you believe that your account or password is being or is about to be used by anyone else you should inform us immediately via [bmjcases@bmjgroup.com](mailto:bmjcases@bmjgroup.com)

#### **4. Payments**

4.1. The price that you pay for your Fellowship should be the standard pricing as indicated on the website, which will depend on your billing/invoice address. These prices are valid for purchases during the calendar year which the purchase relates to. You will be charged in the currency as indicated.

4.2. Whilst we try to ensure that all of our prices on our website are accurate, errors may occur. If we discover any error in the prices of the Fellowship you have ordered, we will inform you as soon as possible and give you the option of recommencing your order at the correct price or cancelling it. If we are unable to contact you and the price is more expensive we will treat the order as cancelled. If you cancel for this reason and we have already processed your payment, you will receive a full refund.

4.3. For offers for Fellowships once you are able to purchase online, payment will be due as set out on our website.

#### **5. Losses**

5.1. We try to ensure that website availability is uninterrupted and that transmissions will be error-free. However, we cannot, guarantee that your access will not be suspended or restricted for reasonable periods from time to time, including to allow for repairs, maintenance or the introduction of new facilities or services. We of course try to limit the frequency and duration of any suspension or restriction.

5.2. We will not be liable for any direct or indirect loss or consequential losses (including loss of profit, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), other than as stated in Clause 5.3 or when your subscriptions cannot be fulfilled, and in which case, our liability to you will be as set out in clause 2.4.

5.3. We do not however exclude or limit our liability for death or personal injury caused from our negligence or fraudulent misrepresentation, nor does this affect your statutory rights.

#### **6. Use of our content and website(s)**

6.1 The content, layout, design, data, databases and graphics on the BMJ Case Reports are protected by UK and other international intellectual property laws and are owned by the BMJ Group and/or its Licensors. Your use shall be governed by the terms within the Assignment document agreed to

<http://casereports.bmj.com/misc/copyright.pdf>

6.2 The BMJ Group's trademarks and logos which are displayed on any relevant website are the trademarks of the BMJ Group and its Licensors. Any use including framing, metatags or other text utilising the BMJ Group's trademarks or other trademarks displayed, is strictly prohibited without our (or our Licensor's) express written consent.

6.3 Any request for permission of our content or images, or other use of our intellectual property not authorised under a subscription, should be made using the details on the BMJ Case Reports website. You must not use the website in any way that causes or is likely to cause the website or access to it to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and contents sent from your computer to us. You must use the website for lawful purposes only. You must not use the website for any of the following:

- Fraudulent purposes in connection with a criminal offence or otherwise unlawful activity
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, trojan horses, worms, time bombs, keystroke loggers, spyware, adware or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, political campaigning, commercial solicitation, chain letters, mass mailings or any spam
- To cause annoyance, inconvenience or needless anxiety
- To reproduce, duplicate, copy or resell any part of our site in contravention with these terms of use.

6.4 Our websites contain links including hyperlinks which may take you outside BMJ Group websites. Links are provided for your convenience, and an inclusion of any link does not imply endorsement or approval by us of the

linked website, its operator or content. We have no control over the contents or functionality of those sites and accept no responsibility for any loss or damages that may arise from your use of them. We are not responsible for any website outside the BMJ Group websites, and such websites use will be subject to relevant terms and conditions and privacy policies.

6.5 You may link to articles or the home page or within BMJ Case Reports (which may have access controls which shall not be overridden) but otherwise you must not deep link to any of our websites or link to our home pages, unless this is permitted by the terms and conditions of those sites or with our agreement in writing. You may not provide a link which suggests a form of association, approval or endorsement on our part, unless we have expressly agreed to this in writing. We reserve the right to withdraw any linking permission upon notice to you or by amending these terms and conditions.

## **7. Alteration of Service or Amendments to the Conditions**

We reserve the right to make changes to our website, policies, and these terms and conditions at any time. You will be subject to the general policies and conditions in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

## **8. Events beyond our reasonable control**

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control including reasons of Force Majeure which shall include any default due to an act of God, war, or threatened war, act of terrorism or threatened act of terrorism, strike, lockout individual action, fire, flood, drought, tempest or other event beyond the control of either party. This condition does not affect your statutory rights.

## **9. Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

## **10. Privacy**

Our full privacy policy is set out at <http://group.bmj.com/group/about/legal/privacy>

## **11. Governing law and jurisdiction**

These conditions are governed by and construed in accordance with the laws of England and Wales. You agree, as we do, to submit to the exclusive jurisdiction of the English courts.

*Date of Document: May 2011*