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Some areas of Food Processing website are restricted to Registered users, paid Subscribers and authorised administrators only. By completing the registration details and by entering your login details, you will be deemed to have accepted these terms and conditions. If you register with Food Processing website, you should read our Privacy Policy.

Terms & Conditions of Use

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3. Content on the Website is provided for general information only to inform you about industry developments which may be of interest. At no point does it constitute legal advice (or any other type of advice) and should not be relied upon for this purpose.
4. IML Group Ltd is providing the content in good faith but no warranty or representation is given that the content is accurate, complete or up to date. Use of content on the Website is entirely at your own risk. IML Group Ltd takes reasonable precautions to prevent computer viruses and other malicious programs on the Website and no liability is accepted for them and you must take your own precautions in this respect.

5. Information transmitted via this Website will pass over public telecommunications networks. IML Group Ltd makes no representation or warranty that the operation of this Website will be interrupted or error free and disclaims all liability in respect thereof.

6. This Website contains links to other websites. IML Group Ltd accepts no responsibility or liability for any material supplied by or contained on any third party website which is linked from or to this Website, or any use of personal data by such a third party. The inclusion of any link on the Website does not imply endorsement by IML Group Ltd or Food Processing of the linked site. If you decide to access linked third party websites, you do so at your own risk.

7. Parts of the Site contain advertising and sponsorship. Individual advertisers are solely responsible for the content of advertising material, which they submit to us, including ensuring that it complies with relevant legislation. We accept no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy therein.

8. Force majeure
Although we will do our best to provide constant, uninterrupted access to the Website, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.

9. Changes to these Terms & Conditions
We can change these Terms at any time, without notice, and your continued use of the Services after any change we make will mean that you agreed with the changes. IN THE EVENT THAT YOU DO NOT AGREE TO ANY CHANGE, PLEASE DO NOT ACCESS OR USE THE SERVICES IN ANY MANNER FOR ANY PURPOSE.

10. These terms and Conditions shall be governed in accordance with the laws of England and Wales.
Registration

Areas of Food Processing website are restricted to registered users and subscribers and are controlled by username and password. We allow you to access these restricted areas of the site on the basis that:

1. Your username and password are personal to you and shall not be used by anyone else to access these restricted areas;

2. You provide true, accurate, current and complete information about yourself as requested by Food Processing in the application;

3. You do not do anything that would assist anyone who is not a registered user to Food Processing, or an approved user of the Administration areas to gain access to these restricted areas or any documents contained therein;

4. You do not maliciously create additional registration accounts for the purpose of abusing the functionality of the site, or other users; nor do you seek to pass yourself off as another individual, organisation or brand;

5. You have read, understood and comply with these Terms & Conditions.

In addition to accessing restricted areas, registration also includes delivery of weekly Food Processing email newsletters/alerts highlighting new and related content on Food Processing’s website and related, relevant business information from Food Processing’s advertising partners. As per IML’s Privacy Policy, users can opt out of, and into, these services at any time.

IML Group Ltd reserves the right to cancel your registration to the site and/or refuse you access to restricted areas immediately and without giving you any advance notice. IML Group Ltd shall not be liable for any losses or damages whatsoever arising from your inability to access any pages on the site.

Discussion Forum / Comments / Blogs / Contributor Network / Editor's Inbox

1. Users of the Food Processing Website may submit material for publication in sections of the Website or via email. Some of these areas are restricted to Registered users only. IML Group Ltd accepts no liability in respect of any material submitted by users and published by IML Group Ltd and IML Group Ltd is not responsible for its content or accuracy.

2. If you want to submit material to the Website you may do so on the following terms and conditions:
i. You grant IML Group Ltd a non-exclusive, perpetual, royalty-free license to republish any material you submit in any format, and you warrant to IML Group Ltd that any material you submit is your own work and that you own the copyright and all relevant rights.

ii. You warrant that the material you submit is not obscene, offensive, defamatory or otherwise illegal.

iii. You agree not to post material that is deliberately intended to upset other users.

iv. You acknowledge that any breach of these warranties may cause IML Group Ltd damage or loss and agree to indemnify IML Group Ltd in full and permanently against any third party liabilities, claims, costs, loss or damage incurred by IML Group Ltd as a result of publishing any material you submit to us, including consequential loss.

v. Content must be accurate and truthful. Obscene, offensive, defamatory, illegal or otherwise negative comments of people, companies, organisations or brands is strictly forbidden. Content should be relevant to the readers of Food Processing website and should not be used for excessive linking, keyword stuffing, spam and advertising. Users and content found to be breaching these terms will removed and may be refused future access.

**Content and links**

Advertisers, you are responsible for maintaining the links and for the content of your advertisement and the linked site. We may remove from Food Processing any advertisement which contains content or links to a site which, in our opinion, is defamatory, illegal or objectionable or will bring Food Processing or IML Group into disrepute. You will indemnify us from and against any claims or liability arising from content or links contained in your advertisements.

**Events**

By confirming your attendance at one of Food Processing’s events, you are agreeing to the following terms and conditions:

**Data**

We will treat your personal information in accordance with data protection legislation. We will use your information for administration, communication and research. To do this we may share your information with our business partners. A list of all delegates may be published and circulated at the event and/or on the event website. Some of our events are supported by business partners. If this is the
case, we will share the delegate list and any relevant completed delegate feedback forms with them.

Payments
Payment must be made at the time of booking unless specifically stated. Credit/debit card payment can be made over the phone or via the website.
All cancelations must be made in writing to Food Processing, Blair House, 184-186 High Street, Tonbridge, Kent, TN9 1BQ, UK and received by us no later than six (6) weeks before the date of the event. You may substitute delegates at any time by providing reasonable advance notice to Food Processing.

For any cancelations received in writing not less than six (6) weeks prior to the event, you will receive a 90% credit. An administration fee of 10% of the contract fee will be retained by Food Processing for all permitted cancelations. No credit will be issued for any cancelations occurring within six weeks (inclusive) of the conference.

In the event that Food Processing Limited cancels an event for any reason, you will receive a credit for 100% of the contract fee paid. Food Processing shall assume no liability whatsoever in the event an event is cancelled, rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence or any other event that renders performance of this conference impracticable, illegal or impossible.

For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labour strike, extreme weather or other emergency. Please note that while speakers and topics were confirmed at the time of publishing, circumstances beyond the control of the organizers may necessitate substitutions, alterations or cancelations of the speakers and/or topics. As such, Food Processing reserves the right to alter or modify the advertised speakers and/or topics if necessary without any liability to you whatsoever. Any substitutions or alterations will be updated on our web page as soon as possible.

Agreement Terms and Conditions

1. Definitions

Annual Subscription Fee means the sum specified as such in the Order Confirmation (or Renewal Notice as the case may be);
Agreement means the terms and conditions of supply set out in this document together with any other terms and conditions agreed in writing between you and the Company;
Company means IML Group Ltd, a company incorporated in United Kingdom with registered number 02416272 and having its registered office at Blair House, 184-186 High Street, Tonbridge, Kent, TN9 1BQ, and its group companies;
Initial Term means the period of 12 months commencing on the Subscription Start Date;
Order Confirmation means the written acceptance of your order issued by the Company to the address, fax number or e-mail address provided by you in your Purchase Request which, immediately upon issue shall conclude the contract between the parties;
Privacy Policy means the Company’s privacy policy available here Purchase Request means your written request for the supply of products and/or services from the Company and for the avoidance of doubt, shall include such requests as may be submitted via the Company’s website;
Renewal Notice means the written notice to be served on you by the Company no less than 45 days prior to the expiry of the Initial Term;
Subscription Period means the Initial Term and any extended period; and
Subscription Start Date means the date specified as such in the Order Confirmation.

2. Introduction

This is an Agreement between you and the Company;

The product(s) or service(s) purchased by you are specified in the Order Confirmation. This Agreement and the Privacy Policy shall apply to all products or services supplied to you by the Company. You will be required to confirm that you agree to be bound by the Agreement in your Purchase Request. Please read the Agreement carefully and ensure that you understand its terms before submitting your Purchase Request to the Company.

The Agreement does not affect your statutory rights.

3. Agreement Period

Unless specifically agreed otherwise by the Company in the Order Confirmation, this Agreement shall be in force for the Initial Term and for the duration of any extension thereof.

4. Cancellation

You may cancel the Agreement at any time before the end of the period of 90 days starting on the Subscription Start Date. To cancel, you must notify the Company in writing within the time period specified. Upon cancellation the Company shall refund any Annual Subscription Fee (or any part thereof) paid by you.

5. Charges and Payment
You understand that, upon submitting a Purchase Request to the Company if the Company issues a Written Confirmation thereafter, you are committing to pay the full Annual Subscription Fee for at least the Initial Term.

Payment is annually in advance. Payment should be made according to the terms outlined on the Written Confirmation.

At the sole option of the Company, payment of the full Annual Subscription Fee may be made by instalments. This option will be indicated on the Purchase Request. If you would prefer to pay the Annual Subscription Fee by instalments you should indicate so on your Purchase Request and submit to the Company together with a completed Direct Debit instruction or recurring credit card authority. If your application to pay by instalments is not accepted by the Company, it will inform you prior to issuing a Written Confirmation.

The company will only commence the delivery of the product or service once the initial instalment has been received.

Where applicable, each instalment for the Initial Term (or for any extension thereof) shall be paid in advance. Each payment will be debited on the same day of each month. If this date falls on a weekend or a bank holiday, or if there is no day of the same date in any month, payment will be debited by your bank on the previous or next working day.

In the event of a change in your nominated bank account, you are required to submit a new Direct Debit instruction to the Company not less than 14 days prior to the scheduled date of your next payment.

Unless you cancel the Agreement under clauses 4 or 7 hereof, you will have to pay all instalments of the Annual Subscription Fee for the Initial Term (or for any extension thereto as the case may be). If you have paid in a lump sum in advance for any 12 month period, no refund of the Annual Subscription Fee will be made in the event of cancellation of the Agreement other than if the Agreement is cancelled under either of those clauses.

You agree that the Company may review the Annual Subscription Fee for the products or services it supplies to you. Any such increase would only take effect upon expiry of the Initial Term. The Company will give you one months written notice of any increase in the Annual Subscription Fee.

The Annual Subscription Fee shall be exclusive of any value added tax which amount you will pay, where necessary, at the time of payment.
If you fail to pay the Company any sum due under the terms of this Agreement or if you seek to terminate this Agreement except as permitted by its terms, you shall be liable to pay interest to the Company on such outstanding sums from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Royal Bank of Scotland Plc, accruing on a daily basis until payment is made. The Company shall also be entitled to recover its reasonable administration expenses and the fees and expenses (including those of any debt collectors) that it may reasonably and properly incur to recover the outstanding Annual Subscription Fees which are due. Failure to pay the full amount may also result in a suspension of the supply of the product or service. Where the product or service is suspended you will remain liable for any outstanding obligations under this Agreement.

6. Termination by You

a. Subject to the provisions of clauses 4 and 7 hereof, you may not terminate the Agreement in the duration of Initial Term or in the duration of any extension thereof.

b. The Company shall issue a Renewal Notice not less than 45 days prior to the expiry of the Initial Term confirming the Annual Subscription Fee payable for the next 12 month period.

c. To terminate your Agreement with the Company at the expiry of the Initial Term (or at the expiry of any 12 month extension thereafter) you must provide the Company with written notice, that you do not wish your Agreement to be renewed, not less than 14 days prior to the expiry date as specified in the Order Confirmation.

Unless you terminate the Agreement as provided for in clause 6c hereof, the Subscription Period will automatically be extended for a further 12 months and the next years Annual Subscription Fee will fall due and payable.

If the Subscription Period is extended pursuant to Clause 6 hereof, the Annual Subscription Fee for the extended period shall be that in force on the date the Initial Term (or the current extended term) expires.

You may terminate the Agreement at any time if the Company commits a serious breach of the Agreement.

7. Changes to the Agreement

The Annual Subscription Fee may be increased by the Company to reflect changes in inflation, additional taxes or other costs that are not imposed by the Company. Any such increase in the Annual Subscription Fee will be notified to you at least one month before it comes into effect. Increases shall not take effect during the Initial Term, except as described in clause 7b hereof.
If there is a change in the rate of VAT or any other tax, or any other tax is imposed, the Company shall be entitled to change the Annual Subscription Fee to reflect such changes, at any time including during the Initial Term. Such changes will only affect you if you pay by instalments. The Company will give not less than one month's notice of any increase and the Direct Debit / credit card payment amounts after expiry of such notice will be adjusted accordingly. Any other changes shall take effect as described in the remainder of this clause 7.

The Company reserves the right to make changes to this Agreement on giving you at least one month's prior written notice.

If (i) you pay by instalments and any changes imposed under this clause 7 either increase the instalments payable or are otherwise to your disadvantage during the Initial Term, or (ii) you have paid the Annual Subscription fee in advance and the changes are to your disadvantage, you will have 30 days from the notice date in which to terminate the Agreement.

If you terminate the Agreement under clause 7d and you pay by instalments, you may stop making payments from one month after the date of the Direct Debit / credit card payment which follows you telling us you wish to terminate. If you have paid the Annual Subscription fee in advance, the Company will repay you an amount equal to the value of the remaining full months' subscription fee less one month.

8. Termination by the Company

The Company may terminate the Agreement immediately on any one of the following grounds:

i. for your fraud (or the Company’s reasonable suspicion of your fraud) in any matter connected to entering into or performing the Agreement;

ii. if you miss a payment and fail to make that payment within 28 days of a request from the Company to make it, or if you miss more than one payment; or

iii. material breach of the Agreement by you that has not been remedied by you within a reasonable time upon the Company’s request.

If the Company terminates the Agreement under this clause 8, the Company may keep any payments that have been received from you. Where you have paid the Annual Subscription Fee in advance, the Company may refund sums paid for any full months after the termination date but shall be entitled to retain a fair amount to reflect the loss to the Company from terminating the Agreement in such circumstances. This right is without limit any other rights the Company may have against you.

The Company reserves the right to terminate, withdraw or suspend the supply of products or services and the Agreement, at any time for any reason on reasonable notice in writing to you. In such a cancellation event, the Company will refund the
fees paid by you in advance for any remaining full months after the termination date.

9. Information

You confirm that the personal information you provide to the Company is accurate and complete and that you are duly authorised to provide the same. The terms of the Privacy Policy shall apply to our use of your personal information. In addition, you authorise the Company to (i) transfer or disclose your personal information to any other parties as is necessary for the administration of its business and research or if required to disclose such information as required by law; and (ii) use your personal information to provide you with information about any offers, products or services available from the Company from time to time. You may choose to opt-out of being contacted by the Company by ticking the opt-out box on your Purchase Request or by notifying the Company at any time whilst the Agreement is in force.

10. Assignment and Resale

This Agreement is for a single user. The use of the products or services provided under the terms of this Agreement is limited to one designated user. The use of the service by more than one individual user or company, either simultaneously or otherwise will require the provision of additional subscriptions.

You will not without prior written consent of the Company re-assign, re-sell or in any other way transfer the product or service or any of your rights or obligations under the terms of this Agreement. The Company may transfer all or any part of its rights or obligations under this Agreement to another party in which event your rights and obligations under the Agreement will not be affected.

11. Force Majeure

The Company will not be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond the reasonable control of the Company, including without limitation Internet outages, communications outages, fire, flood war or act of God.

These terms shall survive any termination of this Agreement.
12. Notice

a. Any notice to be given under or in connection with the Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or guaranteed delivery, in the case of the Company to the address or e-mail address and marked for the attention of the individuals set out in Condition 12b, and in the case of you to the address or e-mail address and marked for the attention of the individual set out in the Purchase Request. Any such notice shall be deemed to have been received:-

i. if delivered personally, at the time of delivery;
ii. in the case of recorded or guaranteed delivery post, forty eight (48) hours from the date of posting; and
iii. in the case of facsimile or e-mail, at the time of completion of transmission, as evidenced by a transmission report confirming that all of the pages of the facsimile or e-mail were successfully transmitted.

b. IML Group Ltd
For the attention of: Subscription Manager
Blair House, 184-186 High Street, Tonbridge, Kent, TN4 9UY, United Kingdom
E-mail: subscriptions@imlgroup.co.uk

13. Liability

The Company’s liability for any breach of the Agreement shall be limited to the value of the Annual Subscription Fee.

The Company shall not in any event be liable for: (i) any loss of profit, revenue, business, contract, goodwill, or other financial or economic loss or damage; or (ii) any indirect loss or damage which is not reasonably foreseeable as likely to occur in the ordinary course of events.

The Company does not exclude or restrict its liability for fraud, death or personal injury resulting from its negligence or that of its agents or for any other liability that it cannot restrict or exclude by law, and nothing in this clause 13 shall operate to exclude, restrict or limit this liability.

14. Miscellaneous

The Company shall not accept any amendments to this Agreement unless signed by an authorised signatory of the Company.
If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain enforceable.

The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right. This Agreement constitutes the entire agreement between you and the Company.

The terms of this Agreement shall be governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the courts of England and Wales.