



Registered address:  
9 Pound Lane, Godalming, Surrey  
United Kingdom, GU7 1BX  
Registered in England No. 10397284

# Terms and Conditions

## 1. User Terms

These User Terms apply to websites operated by Boating Communications Limited ('BC LTD', 'we' or 'us') from time to time. In accordance with the following user terms ('User Terms'), BC LTD grants you as an authorised user ('User' or 'you') of this website (the 'Website') certain rights (as set out below) and in return you agree to perform certain obligations. These User Terms form a binding contract between you and BC LTD. By using this Website, you therefore confirm that you are 18 years old or more, or if you are under 18 years old that you are 13 years of age or more and have received your parent's or guardian's consent to enter into these User Terms. Please read these User Terms carefully before using the Website. **By using the Website, you are deemed to have accepted these User Terms.** These User Terms apply whatever method you have used to access the Website, including but not limited to the web, digital television services and mobile phone. If you do not agree to any part of these User Terms you should stop accessing this Website and navigate away from it.

Please note that these User Terms also contain the BC LTD Selling Terms for Goods and Services in respect of any goods or services you buy direct from BC LTD on the Website, as well as our Acceptable Use Policy and our Forum Rules.

## 2. Information about Us

This Website is operated by BC LTD Limited, a limited liability company registered in England and Wales under company number 10397284. Our registered office address is Boating Communications Ltd, 9 Pound Lane, Godalming, Surrey, GU7 1BX, United Kingdom. Our VAT number is GB 264 522802.

## 3. Registration

Some services on the Website may be restricted to users that have registered their details with us and created an account. If you decide to register for one of these services you agree:

**(a) that your account details are personal to you and you shall not disclose your account details to any third party;**

**(b) that you will not allow a third party to use your password for the purposes of gaining entry to services meant for registered users only and that you will take all reasonable steps to ensure that your user details are kept confidential and secure; and**

**(c) that you will not create an account using false information or impersonate another person when registering for a service on the Website. We may cancel your account at anytime if for any reason we believe you have breached these requirements. We also reserve the right to disable your account details, whether chosen by you or allocated by us, at any time if in our sole opinion you have failed to comply with any part of these User Terms.**

#### **4. Accessing the Website**

Accessing our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice. We will not be liable for any reason if the Website remains unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire site, to users who have registered with us. You are responsible for making all arrangements necessary for you to have access to our site (including taking necessary steps to ensure you use up to date anti-virus software). You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these User Terms, and that they comply with them. **Any 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 the Website, or by anyone who may be informed of any of its contents.

#### **5. Use of the Website / Acceptable Use Policy**

Your use of the Website shall be subject to complying at all times with our Acceptable Use Policy in this clause 5. For the purposes of these User Terms: "Material" shall include but is not limited to: software, documentation, text, pictures, sounds, graphics, articles, reports, video or audio clips, advertising material and other material published on the Website.

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

##### **5(a) Accessing our Material**

You are entitled to access and print the Material for your own personal private and non-commercial use only, provided that you do not:

- (i) download or print any Material in a systematic or regular manner so as to create a database (electronic or paper form);
- (ii) remove any notices relating to the ownership of copyright or other intellectual property rights in the Material;
- (iii) modify, translate, reverse engineer, reproduce, decompile, disassemble or create derivative works of any of the Material; or
- (iv) rent, lease, sub-license, loan, copy, commercially exploit or give or transfer any rights in the Material in any form, to any person or entity without our prior written consent.

Our status (and that of any identified third party contributor or rights holder) as the author of the Material must always be acknowledged. If you print off or otherwise copy any part of the Website or Material in breach of these User Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the Material you have made. You are not authorised to download or copy any music or videos which we may grant you access to on the Website without our explicit written consent in each instance.

## **5(b) Prohibited uses**

You further agree that you will not use the Website for any of the following purposes:

- (i) to send or distribute multiple unsolicited emails or messages ('Spam') or to cause any other person annoyance, inconvenience or worry;
- (ii) for any purposes connected to any business, including sending any unsolicited advertisements or promotional material;
- (iii) to use or attempt to use any software, engine, or any other means to navigate or search the Website other than the navigation tools and search facilities available on the Website and general third party browsers;
- (iv) to carry out any activities in relation to "screen scraping" or "database scraping" to obtain lists of users, URLs, internet keywords or other information;
- (v) to access the Website by any means other than through the interface that is provided by BC LTD for use in accessing the Website;
- (vi) to use or transmit any material that contains software viruses or any other computer code, file or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including but not limited to the Website;
- (vii) to do anything which imposes an unreasonable or disproportionately large load on the Website's infrastructure;
- (viii) to interfere with or disrupt the Website and/or any of its services or servers or networks connected to the Website or disobey any requirements, procedures, policies or regulations of networks connected to the Website; or
- (ix) to collect or store personal data about other users of the Website whether or not for commercial purpose without their consent. This includes the posting of phone numbers, addresses or any other private information without the express permission of that individual.

## **5(c) Submission of Material to the Website**

You agree that any Material submitted by you for publication on the Website, including but not limited to any Material sent via Forums, chat services, feedback, bulletin boards or articles or any other Material submitted for publication on the Website or in using any of the Website services is done so on the following terms:

- (i) you will not submit Material that is offensive, abusive, indecent, defamatory, obscene;
- (ii) you will not submit any Material which infringes the intellectual property rights of any third party or in breach of any obligation of confidentiality by which you are bound - all Material must be owned by or created by you;
- (iii) you grant to us a worldwide, royalty free licence to use the Material in perpetuity in any format and on any media, this means for example that we may use your Material in the print and digital editions of magazines published by BC LTD, the Website and on any other website operated by BC LTD;
- (iv) we reserve the right not to publish the Material submitted and to make additions or deletions to the Material, prior to publication;
- (v) we reserve the right to remove and/or delete the Material submitted by you without notice;

(vi) we reserve the right to cut and crop any photographs or graphical images submitted by you at our discretion and to alter any Material such that we can make it available on the Website;

(vii) you acknowledge that you are solely responsible for the Material you submit and that we do not screen the Material prior to its publication on the Website, and therefore any opinion submitted by you shall be accurate and/or genuinely held;

(viii) we reserve the right to share your identity with any third party who is claiming that any Material posted or uploaded by you to the Website violates these User Terms;

(ix) we may identify you as the contributor of any Material, and you waive any moral rights you may have in respect of our use of the Material.

## **6. Buying Goods and Services via the Website**

The Website may offer you the opportunity to purchase goods and services. Some of these goods and services will be provided directly by us (and we shall notify you in each instance where we are the seller). In such cases the legal contract for the provision of these goods and services will therefore be made directly between you and BC LTD, and will be governed by the BC LTD Selling Terms for Goods and Services set out in clause 6(b), together with any additional terms notified to you at the time of sale. Alternatively, other goods and services available through the Website may either be:

- 1) provided by a third party through a third party website linked to or framed by the Website; or
- 2) provided by us acting as agent for a third party. In either of the above circumstances the legal contract for the goods and services provided will be made between you and that third party (the "Merchant") and the Merchant's terms and conditions shall apply to the sale and supply of the goods and services (the "Merchandise") in addition to these User Terms. Accordingly, we cannot give any undertaking that the products you purchase from third party sellers through our Website will be of satisfactory quality and any such warranties are hereby disclaimed by us absolutely. However, this disclaimer by us, does not affect your statutory rights against that third party seller.

BC LTD refers to the e-commerce as described in the previous paragraph as "Merchant Sales" and the following Merchant Rules apply. You should carefully read the Merchant's own terms and conditions in addition to these Merchant Rules and User Terms.

### **6(a) Merchant Rules**

When purchasing Merchandise you acknowledge:

(i) that the Merchant (and not BC LTD) is solely responsible for the fulfilment of orders for any Merchandise and for its quality, suitability and fitness for purpose;

(ii) that the selection of any Merchant or the purchase of any item of Merchandise from the information available on the Website or from the Merchant via the Merchant's website or otherwise, and/or recommendations made to you by the site or otherwise, is solely your choice. Any disputes or questions relating to the Merchandise shall be directed to the Merchant in question and you acknowledge that BC LTD shall have no responsibility, obligations or liability in relation to the Merchandise;

(iii) that any Merchant's data protection practices may differ from those adhered to by BC LTD. BC LTD is not responsible for, and has no control over, any data that is submitted to, or collected by any third parties; and

(iv) that BC LTD is not responsible or liable directly or indirectly for any charge or loss whatsoever and howsoever arising or resulting from your use of or reliance on any content, material or goods or services available through, on or from any Merchant or Merchant's websites.

It is important that you check the privacy policy, terms and conditions of use and content of any Merchant's website or any Merchant information accessible to you from the Website prior to purchasing any Services.

### **Merchandise.**

#### **6(b) BC LTD Selling Terms for Goods and Services**

For goods and services sold directly by BC LTD, the following BC LTD Selling Terms shall apply in addition to the User Terms. In the event that there are other terms on the Website referring to the sale of such goods and services that conflict with the terms set out hereunder, the terms on the Website shall prevail. The specific terms that relate to "goods" only apply to all physical items sold through the Website by BC LTD.

An example of the Services that BC LTD sells are digital downloads of magazines, articles, customised reports, standard reports, catalogues, lists, pictures and videos and/or access to online 'paid for content'. The specific terms that relate to "services" therefore only apply to all non-physical items sold through the Website by BC LTD.

### **Your Status:**

BY PLACING AN ORDER THROUGH THE WEBSITE, YOU WARRANT AND CONFIRM THAT YOU ARE LEGALLY CAPABLE OF ENTERING INTO BINDING CONTRACTS AND YOU ARE AT LEAST 18 YEARS OLD. IF YOU ARE UNDER THE AGE OF 18 YEARS OLD, YOU MUST ENSURE THAT A PARENT OR GUARDIAN PURCHASES THE GOODS OR SERVICES ON YOUR BEHALF. YOU SHOULD PRINT OUT AND KEEP A COPY OF THESE USER TERMS FOR YOUR REFERENCE IN RESPECT OF ANY GOODS OR SERVICES YOU BUY FROM US.

### **How the contract is formed between you and BC LTD for the purchase of Services**

After you place an order for services, the contract between BC LTD and you will only be formed when we make the digital content available to you for download or access, and BC LTD has received payment in full from you. BC LTD reserves the right, at its sole discretion to reject any orders it receives.

### **Purchase and delivery of Services**

(i) Your transaction will be processed in a secure environment.

(ii) The price of any goods or services will be as quoted on the Website from time to time, except in cases of obvious error. Prices are liable for change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Notice unless in the event of a mistake (as set out below).

(iii) Despite our best efforts, some of the products or services on our Website may be incorrectly priced. We will normally verify prices as part of our confirmation procedures so that, where a product's price is less than our stated price, we will charge the lower amount when dispatching the product to you. If a product's correct price is higher than the price stated on the Website, we will normally, at our discretion, either contact you for instructions before dispatching the product or reject your order and notify you of such rejection. We are under no obligation to provide the product or service to you at the

incorrect (lower) price, even after we have sent you a Dispatch Notice if the pricing error is obvious and unmistakable and could easily have been recognised by you as a mispricing.

(iv) BC LTD accepts the following methods of payment: Bank Transfer or cheque. For the avoidance of doubt, BC LTD does not accept payment by cash

### **Delivery**

(v) We will deliver the goods ordered by you to the physical or email address you give us for delivery at the time you make your order.

vi) You will become the owner of the services you have ordered when they have been delivered to you and we have received payment. Once or services have been delivered to you they will be held at your own risk and we will not be liable for their loss, damage or destruction.

vii) All downloads shall be delivered to your personal computer or other device which initiated the download. It is your sole responsibility to ensure that your device is enabled to play or access the digital content.

(viii) You agree that as soon as you download any digital content, you will not have the right to cancel your contract and receive a refund.

(ix) We shall be under no liability for any delay or failure to deliver products or digital content if the delay or failure is wholly or partly caused by circumstances beyond our control.

(x) BC LTD reserves the right to ship physical items separately or via a third party supplier. This will not affect the purchase price or delivery charges.

### **Order Cancellation, Returns and Refunds in respect of Goods only**

(xi) Subject to paragraph (xiv) of this section, if you are a consumer, then you may cancel your contract to purchase the goods you order at any time up to the end of the seventh (7th) working day from the date you receive the ordered goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

(xii) If the goods you receive are incorrectly supplied, faulty or damaged on delivery then you may cancel your contract with us providing you do so by contacting us in writing or by telephone (on the number printed on the advice note sent with your goods) within seven (7) working days of delivery.

(xiii) You must return the goods to us as soon as possible. We will examine the products on their return to us, to confirm if they were incorrectly supplied, faulty or damaged. Products returned by you because they were incorrectly supplied, faulty or damaged will be refunded in full, including a refund of the delivery charges for sending the item to you and the reasonable cost incurred by you in returning the item to us.

(xiv) If you are returning goods to TIME INC. (UK) LTD due to delivery of incorrect, faulty or damaged merchandise, you may cancel your contract with us in writing within seven (7) working days of delivery. please follow the return instructions and complete the returns form enclosed with your order. Returns should be made within a reasonable time (usually 28 days). We will examine the products on their return to us, to confirm if they were incorrectly supplied, faulty or damaged. Products returned by you because they were incorrectly supplied, faulty or damaged will be refunded in full, including a refund of the delivery charges for sending the item to you and the reasonable cost incurred by you in returning the item to us.

(xv) You cannot cancel your contract with us if the goods you have ordered are:

- (a) newspapers or magazines; or
- (c) created pursuant to your own specifications; or
- (e) goods that by reason of their nature cannot be returned.

(xvi) We reserve the right to refuse any cancellations, refunds or returns if you do not return the goods to us in the same condition as we supplied them to you. You should return the goods to us with the original and undamaged packaging.

(xvii) When returning items, adequate insurance cover and proof of posting is strongly recommended. BC LTD cannot accept responsibility for parcels lost in transit. For all returns, you will be required to arrange and pay for the return of the products to BC LTD, unless we sent a faulty or defective product to you.

(xviii) Once you have notified us that you are cancelling your contract and that you are requesting a refund and you have returned the goods to us, any sum paid to us will be refunded to you as possible and in any event within thirty (30) days of your notice to give cancellation subject to any rights we may have to withhold amounts to you. If you do not return the goods delivered to you or do not pay the costs of returning the goods, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

#### **Order Cancellation, Returns and Refunds in respect of Services only**

(xix) When purchasing services (e.g. downloads of digital versions of magazines, catalogues, lists, article reprints or reports, or access to online 'paid for content'), then if you are a consumer you may (subject to paragraph xxviii) cancel your contract to purchase the services within seven (7) working days of completing the transaction to purchase the service. Notice may be given using the Customer Care details below.

(xx) However, your right to cancel the contract with us shall automatically expire as soon as the service begins (i.e. as soon as the file download commences or access to the online 'paid for content' is granted). Please note that this means you will not be able to receive refunds for downloads or access to paid content once you have commenced the download or been granted access to the paid content.

**(xxi) You cannot cancel your contract with us if the services you have ordered are:**

- (a) digital newspapers or magazines; or**
- (b) created pursuant to your own specifications**

#### **Customer Care**

You may contact BC LTD in relation to your order at [info@ibiplus.co.uk](mailto:info@ibiplus.co.uk).

#### **Liability**

We warrant to you that any goods or services purchased from BC LTD shall be of a satisfactory quality and reasonably fit for purpose for which products of the kind are commonly supplied. However our total liability to you for any breach of this warranty shall be limited to the purchase price of the goods or service only. Save as precluded by law, we will not be liable to you for any indirect or consequential

loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under these BC LTD Selling Terms and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods or services in question.

Notwithstanding the foregoing, nothing in these BC LTD Selling Terms is intended to limit any rights you might have as a consumer under applicable UK law, including the Consumer Protection (Distance Selling) Regulations 2000 or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

We will not be liable to you if we are prevented or delayed from complying with our obligations under the BC LTD Selling Terms by anything you do (or anyone acting on your behalf) does or fails to do or due to events which are beyond our reasonable control.

The liability of any third party seller shall be as set out in their own terms and conditions with you.

## **8. Forum Rules**

Use of any forum on the Website ("Forum") indicates your acceptance of these Forum Rules and any relevant specific rules relating to a particular Forum, if applicable. In the event of a conflict between the Forum Rules set out below and any Forum specific rules, the Forum specific rules shall prevail. Please note that we do not actively monitor the activities in our Forums.

(a) Companies/individuals must not use the Forum to advertise any products or services. Please visit [www.ibi-plus.com](http://www.ibi-plus.com) to find out more about advertising opportunities.

(b) BC LTD reserves the right, in its sole discretion, to remove access to the Forum for any Users.

(c) Users may not post rude or abusive messages, including personal attacks on other Users

(d) Users may not post defamatory or other insulting or inappropriate messages.

(e) Users may not place any material onto the Forum that infringes the Intellectual Property Rights or other rights of any third party or breaches any applicable laws.

(f) BC LTD reserves the right to take appropriate action in the event of any suspected infringement of any applicable law.

(g) Users may not use any Forum for transmitting any spam, junk mail, or any other form of commercial solicitation.

(h) Users may not post onto any Forum anything that contains any software viruses or any other code, file, program designed to harm the function of any computer or telecommunications equipment.

(i) Users must not collect or store (or attempt to collect or store) any personal data that it may receive about other Users of any Forum.

(j) If under the age of 18 a User will need to obtain a parent or guardian's permission before posting anything onto the Forum.

(k) Comments submitted to any Forum may be recorded and stored in multiple places, both in the Website and elsewhere on the internet. These comments may be accessible for a long time and Users will not have control over who may read them. Users should be careful and selective over the personal information they disclose about themselves and others. In particular Users should not disclose sensitive, embarrassing, proprietary or confidential information in any comments made on any Forum. Users should not include sensitive personal details (like e-mail or physical addresses or telephone

numbers) anywhere on the Forum, but particularly on public message boards. We take no responsibility for any issues arising from any User's disclosure of any such information on any Forum.

(l) Any User who includes a link from any other website to the Website shall ensure that such a link opens in a new browser window and shall link to the full version of an HTML formatted page of the Website. Users are not permitted to link directly to any image hosted on the Website, such as using an "in-line" image linking method to cause the image hosted by us to be displayed on another website. Users agree not to download or use images hosted on the Website on any other website for any purpose, including but not limited to posting such images on another website. Users agree not to link from any other website to the Website in any manner causing the Website or any page of the Website to be surrounded or obfuscated by any third party content, materials or branding. BC LTD reserves the right to insist that any link to the Website is removed or discontinued, and to revoke the right of any User to link to the Website from any other website at any time.

(m) BC LTD reserves the absolute right to use any submission to any Forum in any format or media, whether now known or hereafter invented.

(n) Users waive their moral rights to object to any derogatory treatment, or to be identified as the author of any post made on any Forum.

(o) If a User fails to adhere to these, or any applicable Forum specific rules, BC LTD reserves the right to terminate the User's participation on any Forum.

(p) The Forums may not be moderated. BC LTD reserve the right to remove or edit any posting on any Forum that contravenes these, or any applicable Forum specific rules.

(q) Users of any Forum use the Forum entirely at their own risk. As such, to the extent permitted by law, Users release BC LTD, its directors, contractors and employees from all liability arising out of or in connection with the Forum and the material submitted to it by third parties. For the avoidance of doubt, BC LTD takes no responsibility for any of the views expressed on any Forums.

(r) Problems or complaints should be directed to BC LTD via private message to a Forum moderator.

## **9. Data Protection**

Please see our privacy policy for details on how we process the information collected about you through your use of the Website. The Privacy Policy is incorporated into these User Terms.

## **10. Third Party Advertising, Sites and Links**

The Website may contain links to third party Websites which are controlled and operated by parties other than BC LTD. The links will let you leave the Website and BC LTD is not responsible for any content of any linked site or any link contained in a linked site. The inclusion of any link on the Website does not imply endorsement by BC LTD of the linked site. If you decide to access linked third party websites, you do so at your own risk.

The Website contains advertising submitted by third parties. Such third parties are solely responsible for the content of such advertising and for ensuring that it complies with all relevant legislation and regulations. We do not accept any responsibility for the content of any third party advertising.

You may link to our Website home page, provided that you do so in a way that is fair and legal and does not (in our opinion) damage our reputation or take advantage of it, but you must not establish a link in such a way so as to suggest any form of association, approval or endorsement on our part where none explicitly exists. You must not establish a link from any website that is not owned by you.

Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than our home page. 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 in our Acceptable Use Policy (clause 5). If you wish to make any use of the Material other than set out above, please address your request to [info@ibiplus.co.uk](mailto:info@ibiplus.co.uk).

### **11. Disclaimer and Limitation of Liability**

BC LTD does not limit its liability for (i) death or personal injury to the extent only that it arises as a result of the negligence of BC LTD, its employees, or BC LTD contractors (ii) fraudulent misrepresentation and (iii) any other liability that we are not permitted to limit or exclude under applicable law. The remainder of this section shall not apply to such liability.

You acknowledge that BC LTD, its directors, contractors, agents and employees shall not be liable to you in contract, tort, or otherwise for: any economic loss, (including without limitation, loss of revenue, business, contracts, profits or anticipated savings); any loss of goodwill or reputation; any loss of data; or any special, indirect or consequential loss that may result to you or a third party arising from your use of the Website (unless expressly set out otherwise in these User Terms). You further acknowledge that BC LTD gives no warranties of any kind in relation to the Website or the Material, and the Website is made available to you on an 'as is' basis. These User Terms are in lieu of all warranties, conditions, undertakings, terms, and obligations implied by statute, common law, usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

BC LTD does not accept any liability for links on the Website to third party sites. If you decide to access linked third party sites you do so at your own risk.

### **12. Variation to the User Terms**

BC LTD reserves the right to vary the User Terms from time to time. Please check the User Terms regularly as your continued use of the Website following BC LTD's posting of the amended User Terms will be regarded by BC LTD as your acceptance of such amended User Terms. You should regularly review these User Terms to keep up to date with any changes.

### **13. Notices**

You may send a legal notice to BC LTD, or any questions you may have concerning these User Terms by email to [info@ibiplus.co.uk](mailto:info@ibiplus.co.uk) or by writing to Boating Communications Ltd, 9 Pound Lane, Godalming, Surrey GU7 1BX, UK. Such notices will be effective three (3) days after sending. BC LTD may send you notice by general notice on the Website, by email to your email address on record with BC LTD, or by post to the geographical address on record with BC LTD. Such notice will be effective if sent by email or posted on the Website, one (1) day from the date it was sent or posted on the Website. If sent by regular post, it will be effective three (3) days after posting by BC LTD.

### **14. General**

For the purposes of these User Terms together with any other specific terms published on the Website, BC LTD shall mean Boating Communications Limited and/or any BC LTD group company (meaning an BC LTD subsidiary or holding company, or a subsidiary of that holding company all as defined by section 1159 of the Companies Act 2006 ("BC LTD Group Company")).

These User Terms form the entire agreement between you and BC LTD and supersede any other oral or written communications, agreements or representations with respect to your use of the Website.

Nothing in these User Terms affects your statutory rights as a consumer.

If any part of these User Terms is held by a court of competent jurisdiction to be unenforceable, the validity of the remainder of these User Terms will not be affected. You acknowledge that BC LTD has entered into these User Terms for its own benefit and for the benefit of each BC LTD Group Company and these User Terms are intended to be enforceable by each BC LTD Group Company by virtue of the Contracts (Rights of Third Parties) Act 1999.

Other than an BC LTD Group Company, a person who is not a party to these User Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these User Terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Nothing in these User Terms shall be construed as creating a partnership, joint venture or agency relationship between you and BC LTD. If BC LTD or any contractor of BC LTD is unable to perform any obligation under these User Terms because of a matter beyond its reasonable control, including (but not limited to) fire, flood, explosion, war, civil disorder, industrial disputes (whether or not involving its employees), or other disasters or governmental laws and regulations imposed after the fact, or events beyond the reasonable control of BC LTD or the BC LTD contractor, neither BC LTD nor any BC LTD contractor will have any liability for that failure to perform.

No waiver by BC LTD of a breach of any provision of these User Terms shall be considered to be a waiver of any prior or subsequent breach of the same or any other provisions and no waiver shall be implied by BC LTD taking or failing to take any other action.

Your use of the Internet is solely at your risk and subject to all applicable laws, and BC LTD has no responsibility for any information, software, services or other materials accessed or obtained by you using the Internet.

Those who choose to access the Website from any location outside the UK are solely responsible for compliance with local laws and regulations if, and to the extent, that they are applicable.

These User Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales in relation to all matters arising out of or in connection with these User Terms (including non-contractual disputes or claims), although we reserve the right to bring proceedings against you for breach of these User Terms in your country of residence or any other relevant country.

## **15. Editorial Complaints**

We work hard to achieve the highest standards of editorial content, and we are committed to complying with the Editors' Code of Practice (<https://www.ipso.co.uk/IPSO/cop.html>) as enforced by IPSO.

If you have a complaint about our editorial content, you can email us at [ed@ibiplus.co.uk](mailto:ed@ibiplus.co.uk) or write to Boating Communications, 6 Tiberius Square, Kings Park, St. Albans, Herts AL3 4GE, UK. Please provide details of the material you are complaining about and explain your complaint by reference to the Editors' Code.

We will endeavour to acknowledge your complaint within 5 working days and we aim to correct substantial errors as soon as possible.

**16. Commercial Content at BC LTD - Labelling Conventions** Some of the content we create at BC LTD is paid for by trusted third parties. This content can take a variety of forms, but it will typically be labelled with one of the labels listed below so that you can identify where this is the case, understand how the content has been created and be clear on the extent of the third party's involvement.

**“In partnership with”**

This term is used to describe content which is wholly or partly funded by a trusted third party but which is editorially independent and over which BC LTD has full editorial control. The content is written by our editorial teams and is subject to the same rules, regulations and standards of professional journalism as apply to all of our editorial content. The content will not be submitted to our partners for approval. The partner may approach us with ideas and themes for inclusion, which are discussed with our editorial teams before entering into a partnership arrangement. Our editorial teams are not obliged to accept a partnership arrangement and will only do so where they decide that the proposed partnership does not compromise their editorial integrity.

**“Promotional Feature”**

This term is used to describe advertisement features, the content of which is paid for and controlled by the advertiser, or jointly controlled with BC LTD. This type of content is created by our commercial teams in collaboration with the advertiser, who will have the right to approve the content and suggest amendments. The content is subject to the regulation of the Advertising Standards Authority, the UK’s independent regulator of advertising across all media.

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