

Terms and Conditions

Thursday, 03 October 2002

Read Dimsum's terms and conditions for this site.

These terms and conditions apply whenever you access the website. By using the website, you are deemed to have accepted these conditions.

Some areas of DIMSUM require registration. By completing the registration form, and by entering your username and password, you will be deemed to have accepted these terms and conditions. Also, by subscribing to any of our email services, you are deemed to have accepted these terms and conditions. If you register with DIMSUM, you should read our privacy policy.

If you have registered with us and subsequently change your details, you should immediately notify us of any changes by emailing the user support team at editor@dimsum.co.uk.

Any changes we make to the terms and conditions will be reflected on this page.

1. Registration

When you register, you are registering as a personal user of DIMSUM. Access to registration areas is via your username and password.

We allow you access to the registration areas of the site on the basis that:

- (i) your user name and password are personal to you and may not be used by anyone else
- (ii) you will not do anything which would assist anyone who is not a registered user to gain access to any registration area of DIMSUM
- (iii) you do not maliciously create additional usernames for the purpose of abusing the functionality of the site, or other users; nor do you seek to pass yourself off as another user by adopting a similar username
- (iv) you comply with these terms and conditions.

If, for any reason, we believe that you have not complied with these requirements, we may, at our discretion, cancel your access to the registration areas of DIMSUM immediately and without giving you any advance notice.

2. Termination of registration

If we wish to bring the agreement to an end, we will do so by emailing you at the address you have registered stating that the agreement has terminated. The agreement will terminate and your user name and password will become invalid immediately.

3. Use of material appearing on DIMSUM

For the purposes of this agreement, "material" means material including, without limitation, text, video, graphics and sound material, published on the DIMSUM website, whether copyright DIMSUM or a third party.

You may download and print extracts from the material and make copies of these for your own personal and non-commercial use only. You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on DIMSUM.

You must not reproduce any part of DIMSUM or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless we have indicated that you may do so.

We may be prepared to allow you to distribute or reproduce other parts of DIMSUM or the material, in certain other circumstances. Please email the site editor at editor@dimsum.co.uk if you wish to apply for permission to do so.

4. Disclaimer of liability

To the extent permitted at law, we do not accept any responsibility for any statement in the material. You must not rely on any statement we have published on DIMSUM without first taking specialist professional advice. Nothing in the material is provided for any specific purpose or at the request of any particular person.

For the avoidance of confusion, we will not be liable for any loss caused as a result of your doing, or not doing, anything as a result of viewing, reading or listening to the material or any part of it (except for death or personal injury attributable to our negligence/to the extent permitted at law).

You can access other sites via links from DIMSUM. These sites are not under our control and we are not responsible in any way for any of their contents.

We give no warranties of any kind concerning DIMSUM or the material. In particular, we do not warrant that DIMSUM or any of its contents is virus free. You must take your own precautions in this respect as we accept no responsibility for any infection by virus or other contamination or by anything which has destructive properties.

5. Third party material on DIMSUM

You will see advertising material submitted by third parties on DIMSUM. 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.

If you want to advertise on DIMSUM, please email the site supervisor at editor@dimsum.co.uk.

6. Message or discussion boards

Users of our site may submit material for publication in various areas of the site, including our Message boards. We accept no liability in respect of any material submitted by users and published by us and we are not responsible for its content and accuracy.

If you want to submit material to us for publication on the Message boards, you may do so on the following terms and conditions:

(i) publication of any material you submit to us will be at our sole discretion. We reserve the right to make additions or deletions to the text or graphics prior to publication, or to refuse publication

(ii) you grant us a non-exclusive, perpetual, royalty-free, worldwide licence to republish any material you submit to us in any format, including without limitation print and electronic format

(iii) you warrant to us that any material you submit to us is your own original work and that you own the copyright and any other relevant rights

(iv) you warrant that the material you submit is not obscene, offensive, defamatory of any person or otherwise illegal

(v) you agree not to post material which is deliberately intended to upset other users

(v) you acknowledge that any breach of these warranties may cause us damage or loss and you agree to indemnify us in full and permanently against any third party liabilities, claims, costs, loss or damage we incur as a result of publishing material you submit to us, including consequential losses.

(vi) we reserve the right to remove your access to the Message boards completely if we believe you are abusing the boards in any way.

7. Data protection

If you have indicated on the registration form that you wish to receive direct marketing material, your personal details will be included in a database compiled for direct marketing purposes. From time to time, you may receive direct marketing information from us or from third parties.

If you have indicated that you wish to receive email updates only from DIMSUM, your personal details will be included on a database compiled for this specific purpose.

If you have indicated that you wish to receive direct marketing material or email updates from DIMSUM but subsequently change your mind, you should notify the site supervisor at editor@dimsum.co.uk. As soon after this as is reasonably practicable, we will remove your name from the relevant database.

8. Variations

These terms may be varied from time to time. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use the site after it has been posted. Details of variations will be posted in section 11 below.

9. Force majeure

Although we will do our best to provide constant, uninterrupted access to DIMSUM, we do not guarantee this. We accept

no responsibility or liability for any interruption or delay.

10. Governing Law & Jurisdiction

This agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

11. Variations.

None.