Terms & Conditions

January 2012

Terms of Use

1. In accessing the site (which shall include www.nigella.com), you agree to do so only for your own personal, non-commercial use and in accordance with these Terms.
2. The site is owned and operated by Pabulum Productions Ltd on behalf of Nigella Lawson. Pabulum Productions Ltd is a limited liability company registered in England and Wales (co. no. 4274886) with its registered office address at 5 Elstree Gate, Elstree Way, Borehamwood WD6 1JD, United Kingdom. Please read the Terms carefully as they set out your rights and obligations and the terms on which we makes the site available to you. They also provide information on how you can submit material and how this will be used.
3. Visitors to the site who only wish to view content do not need to register. However, any use of the site (including, but not limited to, viewing content) constitutes your acceptance of these Terms, which takes effect the moment you first enter site. If these Terms are not accepted in full, you should not access the site and should stop using it immediately. We reserve the right to change the Terms at any time by posting changes online and it is your responsibility to refer to and comply with the most up to date Terms on accessing the site. Your continued use of the site after changes are posted constitutes your acceptance of the Terms as modified.
4. Unless otherwise stated, you may not copy, reproduce, republish, download, post, store (including in any other website), distribute, transmit, broadcast, commercially exploit or modify in any way any of the site's material or content (including other contributions or any advertising or sponsorship) or permit or assist any third party to do the same.
5. You agree to only use the site for lawful purposes, in a manner which does not improperly infringe the rights of, or restrict or inhibit the use and enjoyment of, the site by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is libellous, in breach of anyone’s privacy or which may harass, cause real distress or inconvenience to any person and the transmission of obscene or offensive content or interruption of the normal flow of dialogue within the site.
6. The site may include links to third party web sites ("Third Party sites") from time to time. You acknowledge and agree that we will not be responsible for the availability of Third Party sites and will not be responsible or liable for any content or services from the Third Party sites. Your accessing of any Third Party sites is at your own discretion and risk.
7. Some parts of the site may have specific Terms of use (e.g. competitions). By registering for and/or using these parts of the site you are agreeing to these specific Terms. If there is any conflict between the Terms and specific Terms appearing on the site, the specific Terms shall prevail.

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Registration and Membership

1. If you would like to upload material to the site, interact with the site including participating a Cookalong or submitting a recipe or Kitchen Wisdom tip, you must register and become a site member ("Member"). As part of this you will be asked to "accept" these Terms and, on doing so, you will be deemed to have consented to and will be bound by these Terms and conditions.
2. When you register as a Member, you will be asked to select a user name and password you can then use to access your account and log on to and/or participate in areas of the site reserved for Members only. We reserve the right to reject user names that are offensive, defamatory or otherwise unsuitable. You may update certain details via your account.
3. You accept it is your sole responsibility to maintain the confidentiality of your password and you are responsible for all activity that occurs under this. We are unable to check the identity of people acting as Members or using Members' areas and will not be liable where your password is used by someone else.
4. You should make sure you are the only person using your password and you agree to notify us of any unauthorised use of your password and any other breach of security as soon as you become aware of it.
5. If you use any functionality this site makes available that allows people to contact you or leave comments, you are accepting these may be abusive, untrue or unpleasant. Please be careful when using any messaging and do not reveal personal information such as your home or work contact details, your last name or where you live.
6. You agree and confirm that if registering as a Member, you are 18 or over and all information provided by you to us is accurate, true and up to date in all respects and at all times.
7. Where there are any other restrictions or eligibility requirements, these will be set out on the site. We reserve the right for ask for written proof of age or eligibility from you. If we discover or suspect that you do not comply with the age requirements, we reserve the right to suspend or terminate your Membership immediately.
8. We reserve the right to modify, suspend or discontinue the site or any part of it (including the availability of any features of the site) at any time and without notice or liability to you. We are entitled to suspend or terminate your Membership or access to any part of the site at any time if you breach the Terms or for technical reasons.

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Contributions

1. "Contribution" includes all content provided to the site or uploaded to the site by Members e.g. pictures, recipes, Kitchen Queries, Kitchen Wisdom tips, reviews, comments, data posting, competition entries and all other user generated material, which will be stored in a database by us.
2. You agree and guarantee that any contribution you provide or upload is original to you and does not infringe the copyright or any other rights of any other person. You must obtain any consent necessary for you to provide the contribution to us. You agree and confirm that all facts expressed by you in any contribution are true to the best of your knowledge and belief and, if your contribution contains opinions, these are your own and genuinely and truly held by you; and that nothing in your contribution will include an advertisement for your business or products; that nothing in the contribution will infringe the copyright or any other right of any person, breach any contract or duty of confidence, be defamatory, obscene or sexually oriented, abusive, vulgar, offensive, indecent, harassing, threatening, breach anyone's privacy or may constitute a contempt of court or break any applicable laws or be calculated to bring us or any other person into disrepute; and that all contributions will comply with any additional Terms or requirements on the site and you will at all times comply with the Terms. You also confirm that if you have posted a recipe, it is your own recipe and will not cause any harm to anyone.
3. We do not, unless we agree this with you, claim any rights of ownership in your contribution. As such, you retain all ownership rights and, although we will be able to use the contribution as set out in these Terms, you will also have the right to use your contribution in any way you choose. Where a contribution is to be acquired this will be made clear on the site and you will then be able to choose whether to provide a particular contribution on that basis.
4. Please note that we do not accept unsolicited materials or ideas for use in our programmes, any website including the site, publications, other media or businesses. We are not responsible for the similarity of any of our content or programming to any media or materials or ideas transmitted to the site. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and that you are waiving any claim against us or any of our subsidiaries regarding the use of such materials and ideas, even if a material or an idea is substantially similar to the idea you submitted.
5. Where we do not own the contribution, you agree that we may (and third parties authorised by us) make any and all contributions available on the site and any other media, whether now known or invented in the future, which may include other internet sites, mobile, television and/or radio and/or publishing and that contributions may be made available with advertising and/or sponsorship. You now grant us (and third parties authorised by us) a non-exclusive, worldwide, irrevocable licence (for the full period of any rights in the contribution) to use, display, publish, transmit, copy, make derivative works or podcasts from, edit, alter, store, re-format, sell and sub-licence the contribution for such purposes.
6. Whether or not we own the contribution, you grant us (and third parties authorised by us) the right to issue publicity concerning the contribution and any material or service in which it may be included, and for such purpose to use and reproduce your name

and photograph if we wish (where these have been provided to us) and your contribution.

7. We do not guarantee to use or otherwise make available any contribution. Any contribution may be rejected by us and may be edited, moderated or deleted at its absolute discretion. We reserve the right not to accept any contribution that is not in English and cannot be moderated. All decisions are final and we will not enter into any discussions or correspondence about why a contribution has been rejected.
8. We may, in appropriate circumstances, and at its sole discretion, remove or disable access to a contribution that appears to be legally or otherwise problematic e.g. it infringes the copyright or other intellectual property or privacy rights of others, is defamatory etc. or for any other reason. In relation to all reviews and comments posted on the site, you consent to us editing such reviews to ensure compliance with the Terms.
9. We may retain other contributions even if they are not published. You agree, however, that we have no obligation to keep originals or copies of any contribution or to return this to you or remove this from the site on termination of your Membership.
10. If we terminate your Membership, your contributions (if any) will remain on the site - please contact us at enquiry@nigella.com with details of any contribution you would like to be removed and we will try to remove this.

Other content and complaints

1. Although we ask all Members to submit contributions that comply with the Terms, you acknowledge that contributions supplied by other Members may include material you consider offensive or objectionable. We assume no responsibility or liability for such contributions and, as the contributions are created by other members, it does not represent our views. You are solely responsible for your interaction with other Members.
   If you become aware of any misuse of the site or wish to complain about any contribution or material on the site or believe any of your rights have been violated e.g. your copyright infringed, you have been defamed etc., you can email us at enquiry@nigella.com.
   Nature of your complaint and location within the site of the particular content or Member.

1. For copyright disputes, identification of the copyrighted work you claim has been infringed and a statement that you have a good-faith belief the disputed use is not authorised by the copyright owner, its agent, or the law and that you are the owner of the copyright interest involved or are authorised to act on behalf of the owner.
2. Your name, address, telephone number and email address and such other information as we may reasonably request.

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Availability of the site and liability

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2. We will endeavour to provide the site using all reasonable care and will use reasonable efforts to make the site available to you at all times. However you acknowledge that the site is provided over the internet and so the quality and availability of the site may be affected by factors that are outside our reasonable control such as technical faults in your ISP's and/or telecommunication providers' network/service. We not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, providers, computer equipment or software, or failure of any email to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any website (or any combination of these things).
3. We make no guarantees that the site will be available, uninterrupted or error free, or that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs. Except as required by law, we will not be responsible for any loss or damage caused by: (a) interruption or delay to the site or errors, viruses or bugs contained in the site caused by events outside our reasonable control; (b) your negligence, your breach of the Terms or failure to follow our reasonable instructions; (c) any incompatibility of the site with any other software or material on your equipment; (d) any unauthorised use of the site; or (e) any other factor that is outside our reasonable control.
4. Content, information and other material on the site may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of these or the reliability of any information displayed or distributed through the site (including provided through any software). You acknowledge that reliance on any such information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any part of the site and to make changes to the site and to the materials, products, programs, services, content or prices described in the site at any time without notice.
5. We cannot accept any responsibility for any damage, loss, injury or disappointment suffered though use of the site. In no event will we or any of our third party affiliates or Nigella Lawson personally be liable for any damages whatsoever, whether in action of contract, negligence or other action, including (but not limited to) damages for loss of use of the site, damage to equipment or other software, or loss of data or profits or for other monetary loss or for any indirect or consequential damages, arising out of or in connection with the use (or inability to use) or performance of the site. In addition, in no event shall we or any licensors or third party affiliates be liable for any unauthorised use of the site.
6. These exclusions do not apply to death or personal injury caused by our negligence and only apply to the extent permitted by law. This does not affect your statutory rights.

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2. All copyright, trade marks and other intellectual property rights in the site (including the design, arrangement and look and feel) and all material, software or content supplied as part of the site, other than your Contributions and Your Data (as included in the Privacy Policy), shall remain at all times our property or the property of our licensors and is protected by copyright law.
3. Any products and services on the site are subject to availability and are available at our sole discretion.

General

1. The Terms shall be governed by and construed in accordance with the laws of England. Any disputes arising from the site or Terms will be decided only by the English courts.
2. We make no representation that materials on the site are appropriate or available for use at locations other than the UK and Republic of Ireland and access to them from territories where their contents are illegal is strictly prohibited. If you access the site outside of the United Kingdom or Republic of Ireland, you are responsible for compliance with all local laws.
3. If any of the Terms are held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms which will continue to be valid and enforceable to the fullest extent permitted by law.
4. You agree to indemnify and keep indemnified us from and against all claims, damages, expenses, costs and liabilities (including legal fees) relating to or arising from your use and/or Membership or arising from any breach or suspected breach of the Terms by you or your violation of any law or the rights of any third party.
5. We can transfer its rights and obligations under the Terms to any company, firm or person provided this does not affect your rights under the Terms. You may not transfer or assign your rights or obligations under the Terms to anyone else and your Membership is personal to you.
6. Pabulum Productions Ltd is incorporated and registered in England and Wales at 5 Elstree Gate, Elstree Way, Borehamwood WD6 1JD, United Kingdom. You can contact us at this address or you can email us at enquiry@nigella.com.
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