

# PPA Publisher Advice Line – Terms and Conditions

## 1. Introduction

1.1. The following terms and conditions apply to your use of the Professional Publishers Association Ltd ("PPA") Publisher Advice Line (the "Advice Line"). PPA is a company registered in England with number 132310, with registered office at Queens House, 28 Kingsway, London WC2B 6JR.

1.2. The Advice Line is provided by law firm Wiggin LLP, a limited liability partnership registered in England & Wales with number OC308767 ("Wiggin"). Wiggin's registered office is at Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG. Wiggin's VAT registration number is GB 821 5446 45. Wiggin are regulated by the Solicitors' Regulation Authority: <http://www.sra.org.uk/consumers/consumers.page>.

## 2. The Advice Line

2.1. The Advice Line is a telephone helpline available to current publishing members of PPA. Email advice is specifically excluded; and Wiggin cannot advise on or review any written documents under the Advice Line terms.

2.2. Details of the Advice Line, including the times at which the Advice Line is available and the areas of law covered, are available at [www.ppa.co.uk/helpline](http://www.ppa.co.uk/helpline). Such details may be changed at the discretion of PPA.

2.3. Wiggin will provide those entitled to use the Advice Line with advice on English and (where applicable) European law.

2.4. There is no access cost to the Advice Line other than standard local or national call charges.

2.5. There may be occasions where an actual or potential conflict between a PPA member's interests and the interests of another client of Wiggin may exist or arise. If so Wiggin will discuss the position with the member and determine the appropriate course of action. In order to protect a user's interests, Wiggin may in certain circumstances have to decline to provide the advice required.

## 3. Exclusion of Liability

3.1. PPA does not warrant that the advice provided by Wiggin to users of the Advice Line is complete or error free.

3.2. To the full extent allowed by law and insofar as it is reasonable to do so, users of the Advice Line agree not to hold PPA liable for any damage or loss suffered or incurred, including consequential loss (i.e. losses which are not incurred as a direct consequence of the event leading to any claim) or indirect losses or loss of profit, or any error or omission on the part of PPA or Wiggin, specifically including negligence. This provision does not reduce or restrict PPA's liability for death or personal injury caused by PPA's negligence or liability for fraud on the part of PPA.

## 4. General

4.1. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent

required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

4.2. PPA shall not be liable for any failure to provide the Advice Line due to force majeure, which shall include (but not be limited to) Acts of God, war, fires, floods, acts of terrorism, strikes, lock-outs, civil commotion, mechanical or technical difficulties, or any other cause beyond PPA's or Wiggin's reasonable control.

4.3. These terms and conditions shall be governed by and construed in accordance with English law and each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts. The place of performance of the Advice Line shall be deemed to be England.

## **5. Complaints**

5.1. In the event of any problems or issues with your use of the Advice Line, or if you have a complaint, please e-mail us at [nicola.rowe@ppa.co.uk](mailto:nicola.rowe@ppa.co.uk) or telephone 020 7404 4166.