

IN THE MATTER OF THE INQUIRIES ACT 2005 AND THE LEVESON INQUIRY  
INTO THE CULTURE, PRACTICES AND ETHICS OF THE PRESS

WITNESS STATEMENT OF LUCIE ANNE CAVE

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LIST OF DOCUMENTS PROVIDED TO THE INQUIRY PANEL  
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1. Bauer Media, Best Practice Guidelines.
2. Sources checklist.
3. Invoices addressed to *heat* magazine from 09/062004 – 10/02/2006.
4. Agency invoice addressed to *heat* magazine's external lawyers.
5. *Heatworld* website terms and conditions.
6. *Heatworld* privacy policy.

# Bauer Media

**Best Practice Guide for Journalists**

**DECEMBER 2011**

## 1. INTRODUCTION

- Bauer Media (the "Company") recognises the imperative for its journalists to provide good, interesting, relevant and accurate stories for publication in its titles which enable the titles to maintain their position in a highly competitive market place. Notwithstanding this, it remains the case that the Company requires its journalists and contributors to adhere at all times to the legal and ethical responsibilities to which we have always been committed.
- It therefore remains the individual and overriding responsibility of each member of editorial staff and of all non-staff contributors to ensure that their behaviour and conduct in researching, securing or presenting for publication any story material is in full compliance with the Company's best practice as set out in these guidelines.

## 2. KEY AUTHORITIES

- Bauer is an active member of the Press Complaints Commission (PCC). These best practice guidelines must be read together with (not instead of) the Editor's Code of Practice published by the PCC ("PCC Code"). It is the duty of all staff and freelance journalists commissioned by the Company's titles to be familiar with and adhere to the PCC Code. A copy of the PCC Code is available on the intranet and at <http://www.pcc.org.uk/cop/practice.html>. Hard copies of the PCC Code are also displayed in all our editorial offices and included at the end of this Guide at Appendix 1.
- Should any journalist or contributor have any doubt as to the legality of any potential actions in pursuit of a story, then it is the duty of that individual to seek immediate advice either from a senior editorial executive or one of the Company's lawyers (a schedule of legal contacts appears at the end of this Guide at Appendix 2). All such advice and guidance must be sought in advance of any actions which the individual member of staff or contributor has any reason to believe may fall outside the law. The Company's lawyers regularly conduct PCC Code, privacy and libel law updates and all editorial staff are encouraged to attend these training sessions.
- In researching the background of any individual who may potentially be the subject of a story or part of a story offered for publication in any Bauer title, it is the duty of the staff journalist, freelance or researcher to ascertain and ensure that all actions to be carried out either by them or on their behalf fall fully within the PCC Code and the law (e.g. the Data Protection Act 1998 ("DPA 1998")). The Company regularly conducts training sessions on data

protection law compliance. Anyone requiring further clarification or information must seek this either from a senior editorial executive, the Company's Data Protection Officer (see Appendix 2) or the Company's lawyers.

### 3. OPERATIONAL GUIDELINES FOR STORY GATHERING

- It is recommended best practice to obtain two separate sources for each story intended for publication. Only in exceptional circumstances will double sourcing not be necessary - for example when a source is very close to the subject and has a proven and published track record of accuracy. When story gathering we recommend you use the agreed checklist of questions available from your Editor.
- We recognise and stand by the moral obligation of the Company, its journalists and contributors to protect the confidentiality of sources of information. However, Journalists must be able to provide senior editors and, if necessary the Company's lawyers, with either the identity of primary or secondary sources or give a clear indication of their profile and status. This information is important to assess whether the information is accurate and obtained in compliance with the law and the PCC Code.
- All material conversations with sources in the pursuit of news gathering should be fully noted and/or tape recorded (subject to the law and the PCC Code) with date and time information.
- If stories are obtained by a third party, it should be ascertained early on whether they have any relevant notes or recordings. If any such notes or recordings exist, confirmation must be obtained that these notes or recordings will be made available to Bauer in the event of a dispute or complaint. It is also important to clearly ascertain from the outset that any such notes or recordings were obtained in compliance with the law and the PCC Code. If you have any questions, you should speak with your senior editor or one of the Company's lawyers.
- Please note that irrespective of whether any notes or recording were obtained by a third party source, journalists must always obtain confirmation from a source that information being offered to any Bauer title was obtained in compliance with the law and PCC Code. Without this confirmation the information must not be used, paid for or acknowledged as a source for any story published by a Bauer title.
- All such notes and/or recordings of all conversations in the pursuit of news-gathering must be kept for a minimum of four months (and preferably twelve months if possible) after publication of any story based on them and be made available to senior editors and Company lawyers in the event of any complaint.
- Wherever possible facts - in particular times, dates and locations of events should be independently verified. In the event that a source's information

depends on verbal communications to which they have been party or privy, then details of time and place of such conversations as well as of other independent witnesses should be obtained and noted by the journalist or contributor in order to corroborate the accuracy of the story.

- Where possible the title's picture department should seek to locate photo evidence to support a story.
- Payment for stories may be made with the prior approval of a nominated senior editor from the relevant title. It shall be the duty of the journalist responsible for bringing in the story, that he or she will fully appraise the senior editor of the exact circumstances in which any information associated with it was obtained, having first made any checks with the source or provider of the story. Payment will be made either by BACS or cheque against a specific, clear and transparent invoice. It is acknowledged again that, wherever necessary, the company will respect the right of a source to remain anonymous and nothing in the process of payment shall be done to jeopardise this anonymity to any third parties whatsoever. For the avoidance of doubt, all sources must legitimately obtain any information to be used in any story to be published by a Bauer Title.
- The use of private inquiry agents is strictly not permitted by the Company.

#### 4. PRIOR NOTIFICATION

- Once a story has been compiled and prepared for publication in accordance with the above guidelines it is best practice to approach either the subject directly or indirectly through his or her representatives in order to obtain appropriate comment for inclusion in the story. Such approaches should be made reasonably close to deadline for commercial and competitive reasons, but should also allow the subject a full and reasonable opportunity to make a comment for inclusion in the final published version of the article.
- If there are grounds to believe that such an approach may jeopardise the exclusivity of that story as the property of a Bauer title it may be acceptable either to approach the subject only in general rather than story-specific terms. Equally there may be certain circumstances when it is appropriate not to give any prior notification to the subject. Either way, such a decision should only be made in conjunction with and after full discussion with a senior editorial executive or the Company's lawyers. The decision not to give a subject prior notice can never be taken solely by the writer of the story, be they staff or freelance.

**5. CHECKING FACTS**

- No story prepared for publication by any Bauer title should be presented for publication solely on the basis that it either has appeared in, or is about to appear in, another newspaper, magazine or online site. Any stories intended for publication by a Bauer title following their appearance elsewhere must be fully and rigorously checked and verified in accordance with best practice. Such checking is the obligation of the staff member or freelance responsible for filing to a Bauer title the copy intended for publication.
- In addition, if a material element of a story is based on information published online, the journalist filing the story to a Bauer title must retain screenshots of the relevant webpage, in particular from social media websites which are subject to change. These screenshots should be either saved or printed and retained for at least four months, and preferably twelve months if possible. In the event of any subsequent complaints arising from the story, the journalist will be required to present all screenshots to the senior editor and/or the Company lawyers overseeing the Company's response to the complaint.

**6. LEGAL PROCEDURES PRE-PUBLICATION**

- All news stories should be read and assessed pre-publication by a senior editor and sub editor to ensure that the content and the manner in which they were compiled is fully compliant with these guidelines and the PCC Code. If there are any doubts about veracity, legality or the manner of content being acquired then it is the responsibility of the senior editor or sub editor to have the story and the information which underpins it checked by a Company lawyer.
- Each story should be assessed on its own merits, no decision or assumption should be made as to its legal veracity based upon similar unchallenged stories published previously by Bauer or third party titles.

**7. POST-PUBLICATION COMPLAINTS**

- Any complaints received following publication of a story must be passed immediately to the editor or the editor's deputy who will also inform the Company's legal team.
- In the event of such a complaint, the author (whether staff or freelance) is required to co-operate fully with the Company's designated team responsible for dealing with the complaint. Part of these obligations will be to provide all the materials listed in the guidelines above which were used to compile the

story – including but not limited to any notebooks, tape-recordings, original source material, relevant screenshots and third party verification.





Appendix 2 - Legal Contacts

***Bauer Media Legal Team:***

[Redacted] General Counsel  
Email: [Redacted]  
Tel: [Redacted]  
Mob: [Redacted]

[Redacted] Trainee Legal Counsel  
Email: [Redacted]  
Tel: [Redacted]

[Redacted] (Data Protection Officer)  
Email: [Redacted]  
Tel: [Redacted]

[Redacted]

[Redacted] Partner), email: [Redacted] mob: [Redacted]  
[Redacted] (Senior Solicitor), email: [Redacted] mob: [Redacted]  
[Redacted] Senior Solicitor), email: [Redacted]

[Redacted]

[Redacted] (Partner), email: [Redacted]  
[Redacted] (Director), email: [Redacted]

SOURCES CHECKLIST

Who is the source ?

How do they know the subject – ie what is their relationship, how long have they known them, how often do they see them, are they still on good terms?

When did they hear the information?

How was it passed on – ie first hand from the subject or second hand from a friend?

Was there any proof of the information eg sight of a text message?

Where were they? The more details of the surroundings the better

Who else was in the room and had access to the information?

9.

# Invoice

[Redacted]

VAT REG NO	Tax Date	Invoice #
[Redacted]	09/09/2004	08269

Invoice To  
 Heat Magazine  
 Endeavour House  
 189 Shaftesbury Avenue  
 WC2H 8JG

Terms	Due Date	Subject	S.O. No.
Net 30	09/07/2004	[Redacted]	04-08-9147

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	[Redacted]	1	80.00	17.50%	£	14.00
	FOR URGENT ENQUIRIES CARRIED OUT ON YOUR BEHALF					



ACCOUNTS  
 17 JUN 2004

SUBTOTAL	£80.00
VAT TOTAL	£14.00
Total	£94.00
<b>Balance Due</b>	£94.00

Please remit to above address.

[Redacted]

**Invoice**

VAT REG NO

Tax Date

Invoice #

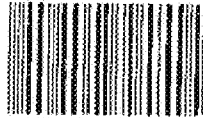
[Redacted]

10/06/2004

08287

Invoice To

Heat Magazine  
 Endeavour House  
 189 Shaftesbury Avenue  
 WC2H 8JG



0000612763

Terms  
 Net 30

Due Date  
 10/07/2004

Subject

[Redacted]

S.O. No.  
 04-03-9174

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Trace	[Redacted]	1	80.00	17.50%	£	10.50
Research	FOR URGENT TRACE AND ENQUIRIES CARRIED OUT ON YOUR BEHALF [Redacted]	1	80.00	17.50%	£	14.00

ACCOUNTS  
 17 JUN 2004

SUBTOTAL £140.00

VAT TOTAL £24.50

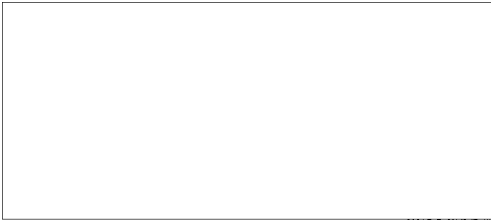
Total £164.50

Balance Due £164.50

Please remit to above address.

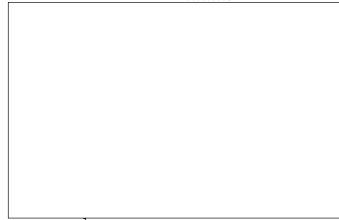
[Redacted]

**Invoice**



VAT REG NO	Tax Date	Invoice #
	24/06/2004	08533

Invoice To  
 Heat Magazine  
 Endeavour House  
 169 Shaftesbury Avenue  
 WC2H 8JG



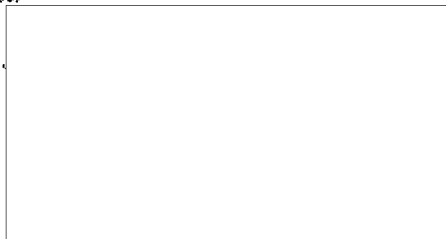
Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research		1	60.00	17.50%	S	10.50
	FOR EXTENSIVE URGENT ENQUIRIES MADE ON YOUR BEHALF					

Terms	Due Date	Subject	S.O. No.
Net 30	24/07/2004		04-06-9402

**ACCOUNTS**  
**30 JUN 2004**

SUBTOTAL	£60.00
VAT TOTAL	£10.50
<b>Total</b>	<b>£70.50</b>
<b>Balance Due</b>	<b>£70.50</b>

Please remit to above address.



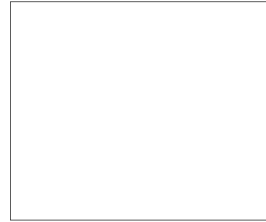


**Invoice**

VAT REG NO	Tax Date	Invoice #
	24/08/2004	08526



Invoice To  
 Heat Magazines  
 Endeavour House  
 189 Shaftesbury Avenue  
 WC2H 8JG



Terms	Due Date	Subject	S.O. No.
Net 30	24/07/2004		04-06-9388

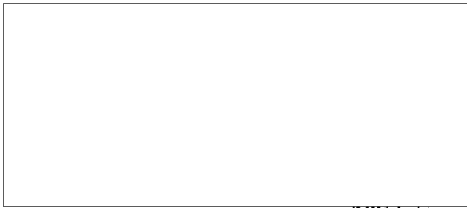
Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research		1	35.00	17.60%	S	6.13
	FOR URGENT ENQUIRIES CARRIED OUT ON YOUR BEHALF					

**ACCOUNTS**  
**30 JUN 2004**

SUBTOTAL	£35.00
VAT TOTAL	£6.13
<b>Total</b>	<b>£41.13</b>
<b>Balance Due</b>	<b>£41.13</b>

Please remit to above address.





**Invoice**

VAT REG NO

Tax Date

Invoice #



01/07/2004

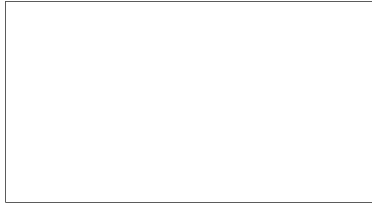
66624

08 JUN 2004

ACCOUNTS

Invoice To

Heat Magazine  
 Endeavour House  
 189 Shaftesbury Avenue  
 WC2H 8JQ



Terms

Due Date

Subject


S.O. No.

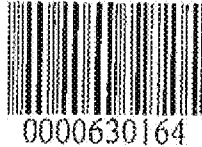
Nat 20

31/07/2004



01-05-9514

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	REF: 	1	85.00	17.50%	S	14.88
Research	FOR URGENT ENQUIRIES CARRIED OUT ON YOUR BEHALF	1	80.00	17.50%	S	14.00



SUBTOTAL £185.00

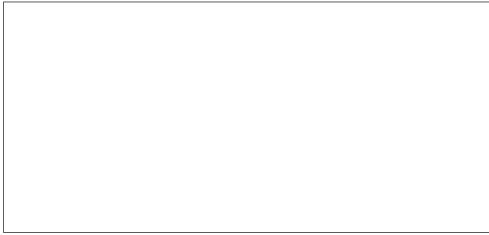
VAT TOTAL £20.00

Total £193.00

**Balance Due** £193.00

Please remit to above address.

14.



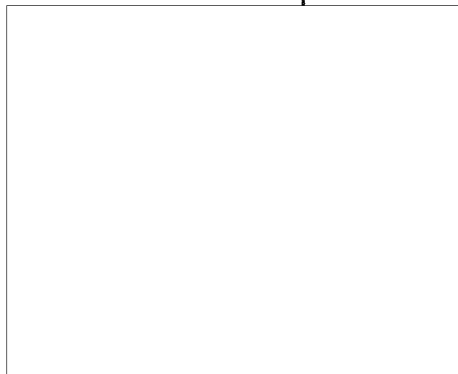
**Invoice**

VAT REG NO	Tax Date	Invoice #
<input type="text"/>	25/10/2004	010416

Invoice To  
 Heat Magazine  
 Endeavour House  
 180 Shaftesbury Avenue  
 WC2H 8JG

Terms	Due Date	Subject	S.O. No.
Net 30	24/11/2004	<input type="text"/>	04-10-11437

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	REF: <input type="text"/>	1	35.00	17.50%	£	6.13
	FOR EXTENSIVE URGENT ENQUIRIES MADE ON YOUR BEHALF ON <input type="text"/>					
Research		1	35.00	17.50%	£	6.13
Research		1	70.00	17.50%	£	12.25
Research		1	80.00	17.50%	£	14.00



ACCOUNTS  
 26 NOV 2004

SUBTOTAL	£220.00
VAT TOTAL	£38.51
Total	£258.51
<b>Balance Due</b>	<b>£258.51</b>


Please remit to above address.






**Invoice**

VAT REG NO	Tax Date	Invoice #
	06/08/2004	09177

Invoice To:   
 Heat Magazine  
 Endeavour House  
 189 Shaftesbury Avenue  
 WC2H 8JG

Terms	Due Date	Sub/ord	S.O. No.
Net 30	05/09/2004		04-08-10168

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	 FOR URGENT ENQUIRIES MADE ON YOUR BEHALF	1	50.00	17.50%	S	8.76



**ACCOUNTS**  
 04 JAN 2005


Please remit to above address.	SUBTOTAL	£50.00
	VAT TOTAL	£8.76
	<b>Total</b>	<b>£58.76</b>
<b>Balance Due</b>		<b>£58.76</b>

# Invoice

VAT REG NO	Tax Date	Invoice #
	15/03/2005	012973

Invoice To  
 Heat Magazine  
 Endeavour House  
 189 Shaftesbury Avenue  
 WC2H 8JG

S.O. No.	Terms	Due Date	Subject
05-03-14370	Net 30	14/04/2005	

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	REF: <input type="text"/> FOR URGENT ENQUIRIES MADE ON YOUR BEHALF  	1	80.00	17.50%	S	14.00

Please remit to above address.

SUBTOTAL £80.00

VAT TOTAL £14.00

Total £94.00

**Balance Due** £94.00

*30 Min pay  
 8/1*

**Invoice**

VAT REG NO	Tax Date	Invoice #
	19/02/2004	06719


Invoice To  
 Heat Magazine  
 Endeavour House  
 109 Shaftesbury Avenue  
 WC2H 8JG

Terms  
 Net 30

Due Date  
 20/03/2004

Subject

S.O. No.  
 04-02-7483

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	<div data-bbox="316 993 614 1066" style="border: 1px solid black; width: 187px; height: 30px; margin-bottom: 5px;"></div> <p>FOR URGENT ENQUIRIES MADE ON                      YOUR BEHALF &amp; ENCLOSURE</p> <div data-bbox="497 1376 699 1529" style="text-align: center;">                           0000560628                     </div>		60.00	17.50%	S	10.50

SUBTOTAL £60.00

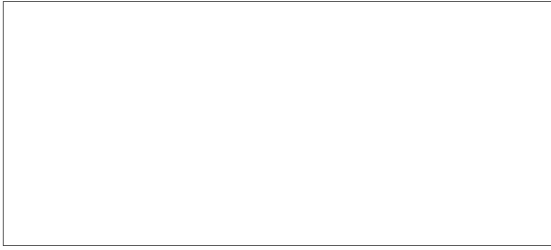
VAT TOTAL £10.50

Total £70.50

**Balance Due** £70.50

Please remit to above address.

4 2 9 11 15  
 25 MAR 2004



**Invoice**

VAT REG NO



Tax Date

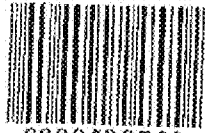
14/05/2004

Invoice #

07865

Invoice To

Heat Magazine  
 Endeavour House  
 189 Shaftesbury Avenue  
 WC2H 8JG



0000598753



Terms

Net 30

Due Date

13/06/2004

Subject



S.O. No.

04-05-8713

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research		1	80.00	17.50%	S	14.00
	FOR URGENT ENXTENSIVE ENQUIRIES CARRIED OUT ON YOUR BEHALF					
Research		1	45.00	17.50%	S	7.88
Research		1	80.00	17.50%	S	14.00
Research		1	28.00	17.50%	S	4.90

**ACCOUNTS**

20 MAY 2004

SUBTOTAL £230.00

VAT TOTAL £40.25

Total £270.25

**Balance Due** £270.25

Please remit to above address.



**Invoice**

VAT REG NO	Tax Date	Invoice #
	28/05/2004	08059

Invoice To:  
 Heat Magazine  
 Endeavour House  
 189 Shaftesbury Avenue  
 WC2H 8JG

Item	Description	Terms	Qty	Due Date	Subject	S.O. No.	VAT AMT
Trace	REF: [ ] FOR [ ] FOR URGENT TRACE ENQUIRIES CARRIED OUT ON YOUR BEHALF	Nat 30		27/06/2004	[ ]	04-05-8944	11.30
							65.00
							17.50%
							6



ACCOUNTS  
 08 JUN 2004

SUBTOTAL	£65.00
VAT TOTAL	£11.38
Total	£76.38
<b>Balance Due</b>	£76.38

Please remit to above address.



Invoice

VAT REG NO	Tax Date	Invoice #
	29/06/2005	014699

Invoice To
Heat Magazine Endeavour House 189 Shaltesbury Avenue WC2H 8JG

S.O. No.	Terms	Due Date	Subject
05-06-16221	Net 30	29/07/2005	

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	REF: [REDACTED]	1	70.00	17.50%	S	12.25
Trace	FOR URGENT TRACE ENQUIRIES MADE ON YOUR BEHALF	1	35.00	17.60%	S	6.10

9002 707 9 0

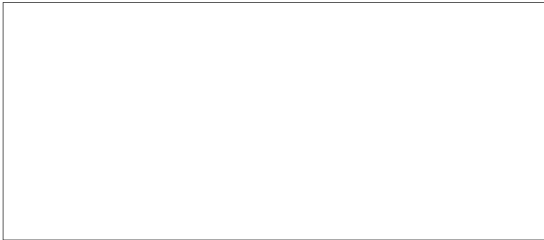
Please remit to above address.

SUBTOTAL	£105.00
VAT TOTAL	£18.38
Total	£123.38



0000851264

<b>Balance Due</b>	£123.38
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**Invoice**

VAT REG NO	Tax Date	Invoice #
	08/09/2005	015982

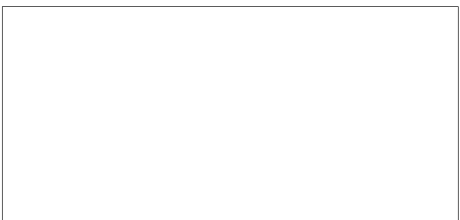
<b>Invoice To</b>	
Heat Magazine Endeavour House 188 Shaftesbury Avenue WC2H 8JG	

S.O. No.	Terms	Due Date	Subject
05-09-17604	Net 30	08/10/2005	

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	REF:  FOR URGENT ENQUIRIES MADE ON YOUR BEHALF   0000909686	1	35.00	17.50%	5	6.13

Please remit to above address.

<b>SUBTOTAL</b>	£35.00
<b>VAT TOTAL</b>	£6.13
<b>Total</b>	£41.13
<b>Balance Due</b>	£41.13




**ACCOUNTS**

14 OCT 2005

**Invoice**

VAT REG NO	Tax Date	Invoice #
	09/02/2008	018687

<b>Invoice To</b>	
Heat Magazine Endeavour House 169 Shaftesbury Avenue WC2H 8JG	 0000993120

S.O. No:	Terms	Due Date	Subject
08-02-20979	Net 30	11/03/2008	

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	REF: [REDACTED] FOR EXTENSIVE URGENT ENQUIRIES CARRIED OUT ON YOUR BEHALF ON [REDACTED]	1	75.00	17.50%	S	13.13
Research		1	70.00	17.50%	S	12.25
Research		1	70.00	17.50%	S	12.25

**EMAP SSC**  
**16 FEB 2008**  
**BATCHING ROOM**

Please remit to above address.

<b>SUBTOTAL</b>	<b>£215.00</b>
<b>VAT TOTAL</b>	<b>£57.63</b>
<b>Total</b>	<b>£252.63</b>

**Balance Due** £252.63



**Invoice**

VAT REG NO	Tax Date	Invoice #
	09/02/2006	010668

Invoice To Heat Magazine Endeavour House 189 Shaftesbury Avenue WC2H 0JG
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S.O. No.	Terms	Due Date	Subject
06-02-20580	Net 30	11/03/2006	

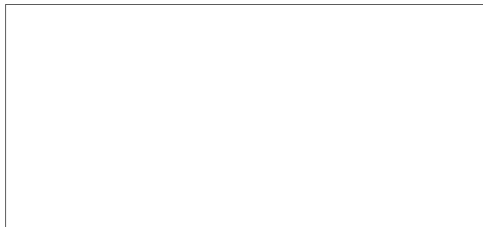
Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	REF: [REDACTED]	1	85.00	17.50%	S	14.88
	FOR EXTENSIVE URGENT ENQUIRIES CARRIED OUT ON YOUR BEHALF ON					
Research		1	75.00	17.50%	S	13.13
Research		1	80.00	17.50%	S	14.00

Please remit to above address.

**ENIAP SSC**  
**16 FEB 2006**  
**BATCHING ROOM**


SUBTOTAL	£240.00
VAT TOTAL	£42.01
<b>Total</b>	<b>£282.01</b>

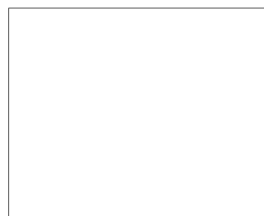
<b>Balance Due</b>	<b>£282.01</b>
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Invoice

VAT REG NO	Tax Date	Invoice #
	10/02/2006	018763

<b>Invoice To</b>	
Heat Magazine Endeavour House 189 Shaftesbury Avenue WC2H 8JG	 0000993122



S.O. No.	Terms	Due Date	Subject
06-02-20588	Net 30	12/03/2006	

Item	Description	Qty	Amount	VAT %	VAT	VAT AMT
Research	REF: <input type="text"/>	1	65.00	17.60%	S	9.63
Research	FOR URGENT ENQUIRIES MADE ON YOUR BEHALF	1	36.00	17.60%	S	6.13

Please remit to above address.

SUBTOTAL £90.00

VAT TOTAL £16.76

Total £106.76

**Balance Due** £106.76

**EMAP SSC**  
16 FEB 2006  
BATCHING ROOM

25

For Distribution to CPs

[Empty box]

Client Details

Invoice No

016

Date 09/03/2010

[Empty box]

PROJECT-

[Empty box]

Professional fees as agreed

£2,800.00

SUBTOTAL	£2,800.00
VAT @ 17.5%	£490.00
<b>TOTAL</b>	<b>£3,290.00</b>

Net Due 11 days

Bank Details

[Empty box]

Account No;  
 Sort Code;  
 Account Name  
 IBAN No  
 BIC/SWIFT Code

[Empty box]

VAT No

[Empty box]

Company Number:

[Empty box]

registered in the United Kingdom and Wales. Registered Office

[Empty box]

26.

MOD100054470

## Terms & Conditions | HeatWorld.com

### Heat magazine website, [heatworld.com](http://heatworld.com), Terms & Conditions of Use

This is [www.heatworld.com](http://www.heatworld.com), a website operated by Bauer Consumer Media (Bauer). Bauer is a company that is registered in the UK with Company Number 01176085 and with a registered address at 21 Holborn Viaduct London EC1A 2DY. Bauer's VAT Registration Number is 486400442.

Your use of this website is subject to the following Terms & Conditions of Use, which you are deemed to accept by using the website.

#### Additional Terms

Additional terms will apply to our use of your registration and other personal data (see Privacy Policy).

#### Copyright

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#### Prohibited use

You agree **not** to use this website:

- to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from this website except where expressly permitted on the website;
- to transmit or re-circulate any material obtained from this website to any third party except where expressly permitted on this website;
- in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these terms;
- to disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- to disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

• in any way that might infringe third party rights or that might bring Bauer or any of its subsidiaries into disrepute.

**User-submitted content**

If you send any text, images, audio or other content to this website you accept that the files sent, and all rights therein, become the sole property of Bauer and that we shall have the right to use that content in perpetuity, throughout the world, in all known and discovered mediums and for all purposes and we shall have the right to make it available to the public on this website and otherwise. All material must comply with the rules on User Content Pages, set out below. We may require you to confirm the rights granted in this paragraph and where requested to do so you shall provide all reasonable assistance to us.

**Information and availability**

Whilst we take every care to ensure that the information on this website is accurate and complete, some of it may be supplied to us by third parties and we are unable to check its accuracy or completeness. You are advised to verify the accuracy of any information before relying on it. Further, due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, this website is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind and we do not accept any liability arising from any inaccuracy or omission in the information or interruption in availability.

**No reliance**

The information on this website does not necessarily reflect the views and opinions of Bauer or any of its brands. Neither should any suggestions or advice contained on this website be relied upon in place of professional advice. You are responsible for checking the accuracy of relevant facts, instructions, suggestions and/or opinions given on this website before entering into any commitment based upon them.

**Linking to our website**

We welcome 'hot links' and deep-links to our website, by which we mean that you may include a link to any page of our website. You may not display the contents of our website (or any page from it) or allow it to be displayed surrounded or framed or otherwise surrounded by material not originating from us without our consent. If you would like to license our material, please contact

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We encourage the use of heatworld feeds as part of your website, provided that the proper format and attribution is used when heatworld content appears. The attribution text should read "heatworld

gossip" or "heatworld.com/gossip" as appropriate. You may not use any heat or heatworld logo or other heat / Bauer trademark alongside the content.

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#### **Links to other websites**

On this website you may be offered automatic links to other websites. Whilst we hope you will be interested in those websites, you acknowledge that the content on those pages is not subject to our control, their owners may be independent from us and we do not endorse or accept any responsibility for their content.

#### **Computer viruses**

We will use reasonable endeavours to ensure that the website does not contain or promulgate any viruses or other malicious code. However, it is recommended that you should virus check all materials downloaded from the website and regularly check for the presence of viruses and other malicious code. We exclude to the fullest extent permitted by applicable laws all liability in connection with any damage or loss caused by computer viruses or other malicious code originating or contracted from the website.

#### **Trade marks**

The following are trade marks of Bauer or its parent or sister companies and which may be registered in certain jurisdictions:

1. Bauer
2. Bauer Consumer Media
3. Heat
4. Heatworld and heatworld.com

No use of these trade marks is to be made by you except for the purpose of referring to Bauer or its associated brands lawfully and in good faith only.

#### **Registration**

On certain parts of this website we may require you to register and provide certain information about yourself and where you do this you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the relevant registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data (by sending an appropriately worded email  to keep it true, accurate, current and complete.

Our use of Registration Data and certain other information about you is subject to our Privacy Policy.

### **Your username and password**

The registration processes on this website will involve you being allocated with a unique username and/or password that gives you access to your website account. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur through your website account. You agree to (a) immediately notify us if you become aware of any unauthorised use of your password or website account or any other breach of security by sending an appropriately worded email to [helpdesk@heatworld.com](mailto:helpdesk@heatworld.com) and (b) ensure that you exit from your website account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

### **User Content Pages - Rules of Acceptable Use**

Comments, message boards, personal profiles and any discussion forums or pages of the website where you are capable of posting material are provided for your private and non-commercial use and for the exchange of lawful, relevant, fair and appropriate information, opinions and comment. Use of the website that is inconsistent with those stated purposes is strictly prohibited. Your use of these forums and the website generally is subject to the following terms which, by your use of the forums and the website, you are deemed to accept (and which amount to a non-exhaustive list of prohibited acts):

- You may not use obscene or offensive language or post obscene or offensive material.
- You may not place on the website any material which is defamatory, abusive, discriminatory or hateful or which applauds, encourages or entices abuse, discrimination or hate.
- You may not post any material on the website which has been disclosed to you in confidence or which, by its nature, is confidential.
- You may not post any material on the website (including contact details, last names, telephone numbers, street addresses or other identifying information of private individuals or public figures) which compromises the privacy or security of anyone other than yourself.
- You may not place on the website any material which may encourage criminal conduct or which may give rise to civil liability, or which is otherwise unlawful.
- You may not place on the site any material belonging to any person (or any material where the rights belong to any person) other than yourself without the prior written consent of the owner of it.
- You may not place on the site any material where the use by Bauer, or any third party licensed or permitted by Bauer, will give rise to any third party claims.
- You may not place any links on the website where those links take users to unlawful material or material that contravenes these Rules of Acceptable Use.
- You may not place on the website advertisements nor make commercial solicitations nor use the website for any commercial purposes (which would include using the website to promote or encourage the sale of your goods/services).
- You may not use the website to solicit information from anyone under the age of 18;

- You may not place on the website any material that authorises, enables or encourages the dissemination of junk mail or chain letters.
- You grant Bauer the unrestricted right to use, reproduce, translate and distribute any material you place on the site.
- Whilst we do not pre-screen submissions placed on our online forums, we do have the right (but not the obligation) at our sole discretion to review, edit, move or delete any material submitted to our online forums.
- Bauer accepts no responsibility for any statements, material or other submissions placed on our online forums by you or any third party, or for any loss or damage resulting from your breach of these Rules of Acceptable Use.
- You agree to indemnify Bauer, its associated companies and its representatives and employees from any and all claims and liabilities (including legal fees) which arise from your statements, contributions or other submissions to our online forums, from any unauthorised use of material obtained from our online forums or otherwise from your breach of our Rules of Acceptable Use.
- You may only access the User Content Pages and become a registered user of the website if you are 18 years or older. We accept no liability if you misrepresent your age in order to access these pages.

#### Removal of content

We will not view or edit or pre-screen any contribution that you or anyone else make to the forums or to the website generally and therefore, unless we are specifically notified of the nature of any item of content, you cannot assume that we are responsible for having made it available on the website. We, and others that we designate, shall have the right (but not the obligation) at our sole discretion to refuse or remove any content that is posted to, or available on, the forums or the website without the need to give any reasons for doing so.

#### Content objections

If you object to the publication of any material placed on our online forums (or anywhere else on this website) please let us know by sending an appropriately worded email to  and we will take whatever action we deem appropriate.

#### Competition terms and conditions

These rules apply to all prize promotions including free draws, prize competitions and instant win offers. Depending on the nature of the competition there may be additional rules imposed by us (or selected third parties) and each such offer may be subject to its own express terms and may not be available in all jurisdictions.

1. Promotions are open to UK residents aged 18 and over.
2. Prizes are non-transferable, non-negotiable and no cash alternatives will be offered.
3. Bauer and the promoter reserve the right to substitute the prize for another prize of equal value.
4. NO PURCHASE NECESSARY to enter the competitions unless otherwise stated on the promotional activity with a specific competition.



5. By entering the prize draw, the entrant agrees to be bound by the rules and by any other requirements set out in the promotional material accompanying the promotion.
6. By entering the promotion, the entrant agrees to these Terms & Conditions of Use and the terms of the Privacy Policy. In addition, Bauer may pass your personal information to the promoters and their data processors. However, we always demand that those parties adhere to the same security procedures that we follow ourselves.
7. It is assumed that by entering competitions which, if won, could result in time off work, your employer is in agreement to time off. When dates are specified they cannot be altered.
8. Depending on the nature of the prize, its use or enjoyment may be subject to further conditions or restrictions.
9. Winners will be notified by email on the day of the draw. Winners have five (5) business working days to respond in full to the email or another winner will be drawn.
10. By entering the promotion, the winner(s) consent(s) to any publicity generated as a result of the promotion, and use on this website at any time.
11. Prize draws are open to all residents of the UK, except employees of Bauer plc (and its subsidiaries), the promoter and their immediate families, the promoters advertising agency and sales promotion consultancy, and anyone else connected with the creation and administration of the promotion.
12. The website Editor's decision is final and no correspondence will be entered into. Odds of winning depend on the number of eligible entries received.
13. Only one entry per person. Spammers will be disqualified.
14. Bauer will not accept responsibility for loss through technical fault, incomplete, illegible or other damaged entries. Proof of entry is not automatically proof of receipt.
15. The promotional draw is held by Bauer
16. Individual competitions on heatworld.com may also have additional terms and conditions such as specific closing dates. Any additional terms and conditions regarding a competition will be highlighted in the pages setting out the details of that competition.

#### **Severability**

In the event that any term of these Terms & Conditions of Use is held to be invalid or unenforceable, the remainder of these Terms & Conditions of Use shall remain valid and enforceable.

#### **Variation of these Terms & Conditions of Use**

Bauer reserves the right to vary these Terms & Conditions of Use from time to time. Such variations become effective immediately upon the posting of the varied Terms & Conditions of Use on the website. By continuing to use the website you will be deemed to accept such variations.

#### **General**

Nothing in these Terms & Conditions of Use shall restrict or exclude any liability that we have to any party which cannot be excluded by law and in particular, and notwithstanding any term of these Terms

& Conditions of Use, our liability for death or personal injury caused by our negligence shall not be limited or excluded in any way.

These Terms & Conditions of Use shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction.

## Privacy Policy | HeatWorld.com

### Our Commitment To Your Privacy

Bauer Consumer Media (Bauer) is responsible for the website [www.heatworld.com](http://www.heatworld.com) and is committed to protecting your privacy and security.

From time to time we may invite you to supply personal information in order for us to authenticate your identity or to provide you with services (such as access to our subscriber-only services, our bulletin board, email newsletters and competitions). In order to deliver such services, we will need to process and store your personal information and may need to transfer it to the relevant partner(s), to Bauer's for processing both inside and outside the European Economic Area (EEA). By submitting your personal information, you consent to such processing and transfers in connection with such orders, offers or services and for any other purposes to which you consent at the time you provide the information or as provided in this privacy policy "Who Else Will We Provide Your Data To?"

Bauer is registered in accordance with and seeks to comply with the UK Data Protection Act 1998. We follow appropriate security procedures in the storage and disclosure of personal information so as to prevent unauthorised access by third parties. We also require those parties to whom we transfer personal information to comply with the same. However, the Internet is not a totally secure medium and you acknowledge and agree that Bauer shall not be responsible for any unauthorised use, distribution, damage or destruction of personal data, except to the extent. We are required to accept such responsibility by the Data Protection Act 1998.

This Policy only applies to the use that we make of data provided to us via the Internet and email. Other uses may be made of data provided to Bauer in correspondence, by telephone or by other means not detailed in this Policy. These terms apply in addition to Terms & Conditions Of Use for the website.

### Why We Need To Collect Information From You

We will notify you as to the types of information we are collecting about you as well as the uses we intend to make of that information. We may use the information we collect about you to notify you from time to time about important new features and changes to our online services or special offers, competitions or promotions we think you'll find of interest.

### Special Promotions

Occasionally a third party may sponsor a promotion, offer, competition or page of the website and you may be asked to provide personal information including name, email address or home address or to answer questions in order to participate. In those circumstances we may transfer personal information to those named third parties that you have explicitly requested to receive information from. It will be

clear at the point of collection who is collecting the personal information and whose privacy policy will apply.

#### **Who Else Will We Provide Your Data To?**

Subject to what we say below, we will not pass on your personal details to any third party, including site sponsors or advertisers, without your consent. In order to provide goods and services to you we may need to provide your data to our agents and service providers. We may provide aggregate statistics about our users, sales, traffic patterns and related site information to our third-party partners (if any), but these statistics will not contain any information about you from which you could be identified.

If you enter any competitions on this website it may be necessary for us to provide your personal information to the promoters of the competition or to others that are involved in the organisation of the competition or the prize-giving.

Also, we may transfer your personal information to purchasers or subsidiaries (and potential purchasers or subsidiaries) if Bauer acquires, or is acquired by or merged with, another company. This will enable you, for example, to continue your relationship with Heat despite a change of ownership.

We may also need to provide your data to our subscription and other fulfilment agents in order to provide goods or services to you.

#### **Content Posted by You**

Of course, if you post any personal information to any bulletin boards or forums, this information will immediately be made available to other users throughout the world who may use it to send you unsolicited communications. Furthermore, in some circumstances we may display some of your personal information (such as username and age) when you post material to the website to allow users to identify each other. At the point of providing personal information, we will advise you of what information may be displayed to other users. Also, if you post any content in breach of our Terms & Conditions Of Use we may inform any relevant third parties such as your employer, school e-mail/Internet provider and law enforcement agencies about the content and your behaviour.

#### **Security and possibility of international transfer.**

Please note that countries outside the EEA may not have the same level of protection as countries within the EEA, but we always demand that those parties to whom we transfer data adhere to the same security procedures that we follow ourselves. By submitting your personal information, you consent to such processing and transfers in connection with such orders, offers or services and for any other purposes to which you consent at the time you provide the information.

**The Use Of 'Cookies'**

In order to enable us to provide you with a personalised browsing experience, this site uses 'cookie' information collection technology. "Cookies" are small pieces of information that are issued to your computer when you enter a website. Cookies are stored by your browser on your computer's hard drive, and they can be used for a wide range of purposes, such as identifying your computer's previous visits to this website, and to ascertain the most popular features of this website.

**Why Do We Use Cookies?**

Like many other websites, this website uses cookies as they enable us to identify your computer when you visit this website. For example, cookies can make it possible for us to identify and automatically log in registered users of certain services on this website without the need for us to ask users for their registration details and password each time they visit. We also use cookies to develop a clearer picture of which parts of this website are the most popular to its visitors, and your preferences. You are not obliged to accept cookies and you may amend your browser's settings to prevent it from accepting cookies. [Click here for instructions on how to disable cookies.](#)

Please be aware that if you do disable cookies, certain services on this website may not be available to you and your enjoyment of this website may be impaired.

**Links and Third Party Advertising**

Any links on the website may take you to third party sites over which we have no control. Similarly, advertisements appearing on this website may be posted by third parties who may use their own cookies and have their own privacy policies. When linking to another website you should read the privacy policy stated on that website. This privacy policy covers the use made of cookies and personal data by Bauer and does not cover the use made of cookies and personal data by any third parties.

**Feedback, Comments & Suggestions**

If you have any queries about Our Privacy Policy or any queries about the protection of personal information we hold about you, please do not hesitate to contact us. Our address is heat magazine, Bauer Consumer Media, 21 Holborn Viaduct, London EC1A 2DY or e

**If you do not agree with this Privacy Policy you should not submit your personal information on this website.**