

# Taylor & Francis Submission Portal – Terms of Use

Version Date: February 2025

These terms and conditions (together with the documents referred to on it) (“Terms”) apply to the following websites provided by Informa UK Limited trading as Taylor & Francis Group) (“Taylor & Francis” / “We” / “Us” / “Our”) which you may use to upload articles, material and/or content (“Content”). The websites shall initially be Submission Portal, ScholarOne, Editorial Manager or any other Taylor & Francis submission website or way of submitting content to us as amended from time to time (the “Sites”).

Please read these Terms carefully before using and/or uploading any Content to the Sites. By using the Sites and/or uploading Content to the Sites, you confirm that you accept these Terms and that you agree to be bound by them, which form a binding contract between you and Taylor & Francis. If you do not agree to these Terms, you must not use the Sites.

Part I (Using the Sites), Part II (Intellectual Property and Licences) and Part III (General) of these Terms apply to all use of the Sites. Part (IV) sets out the terms relating to the Accelerated Publication Service which can be ordered through the Sites (together the “Services” and each a “Service”).

## Part I – Using the Sites

### Other applicable terms

These Terms refer to the following additional terms, which also apply to your use of our site:

- The Registration Terms & Conditions, which set out the terms of registration as a user on the Sites.
- Our Privacy Policy, which sets out the terms on which We process any personal data We collect from you, or that you provide to Us. By using our Sites, you consent to such processing, and you warrant that all data provided by you is accurate.
- Our Cookie Policy, which sets out information about the cookies on our site.

### Accessing the Sites

Whilst We endeavour to ensure that the Sites are normally available 24 hours a day, access to the Sites is provided on a temporary basis, and We reserve the right to withdraw or amend the Sites or the Services without notice. We will not be liable if for any reason the Sites are unavailable at any time or for any period.

We may update and change our Sites from time to time. If the need arises, We may suspend access to any of the Sites, or close them indefinitely.

You are responsible for making all arrangements necessary for you to have access to the Sites, including the arrangement and acquisition of software, hardware, and any necessary internet connection and telecommunications equipment. You are also responsible for ensuring that all persons who access the Sites through your internet connection are aware of these Terms and that they comply with them, and you also understand that you and not Us are responsible for all electronic communications and content sent from your computer to Us.

You may use the Sites only for lawful purposes and you must not use the Sites in any unlawful way or in a way that breaches any applicable laws. This applies to your use of the Sites, any website that is linked to the Sites, and any Content that you upload to the Sites.

We reserve the right to suspend, limit or terminate your access and use of the Site at any time for any reason without notice. Taylor & Francis may also suspend, limit or terminate your access and use of the Sites at any time if you breach any of these Terms or any of the other applicable terms that apply to the Site. Any suspension, limitation or termination of your access to the Sites shall be at the sole discretion of Taylor & Francis.

### **Viruses, hacking, and other offenses**

You must not misuse the Sites by knowingly introducing viruses, Trojans, worms, logic bombs, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Sites or any part of them, the server on which the Sites are stored, or any server, computer, or database connected to the Sites. You must not attack the Sites via a denial-of-service attack or a distributed denial-of-service-attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Sites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Sites or due to your downloading of any material posted on them, or any website linked to them.

### **Linking to the Sites**

You may link to our home pages provided you do so for non-commercial purposes and in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists or in a way that makes material or content available to a third party who would not otherwise have free access to it.

The Sites must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

## **Links from the Sites**

Where the Sites contain links to other sites and resources provided by third parties, these links are for your information only. We have no control over the contents of these sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Our liability**

The Sites are provided on an “as is” basis. Subject to the below, Taylor & Francis excludes all liability whether in contract, tort (including liability for negligence), or otherwise for the suitability, accuracy, or fitness for any purpose of the Sites and limits its liability for any other liability under these Terms or any related agreement to the fees payable by you for the element of the Sites found to be in breach of these Terms.

Subject to the below, We exclude all liability for loss of business revenue or profits, anticipated savings, or wasted expenditure, corruption, or destruction of data or for any indirect or consequential loss whatever.

Save as expressly permitted in these Terms, all warranties, conditions, or other terms implied by statute, common law, or otherwise are excluded by Informa to the fullest extent permitted by law. The content on our Sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Sites.

Although we make reasonable efforts to update the information on our Sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our Sites is accurate, complete or up to date.

## **Information about you and your visits to the Sites**

Your personal data will be processed by Taylor & Francis in accordance with our Privacy Policy. By using the Sites, you consent to such processing and you confirm that you have read and accept our [Privacy Policy](#).

# **Part II – Intellectual property and licences**

## **Intellectual property**

We are the owner or the licensee of all intellectual property rights in our Sites, and in the material and content published on it. We grant you a limited, non-exclusive licence to access and make personal use of the Sites, subject to the Terms and solely to the extent reasonably necessary in order for you to use the services We provide on the Sites. The Sites and any part of them may not be reproduced, copied, downloaded, sold, resold, used or otherwise exploited for any commercial purpose without our express written consent.

Taylor & Francis and our associated logos are trademarks of Informa UK Limited and its affiliated companies. The trademarks appearing on the Sites are protected by the laws of England and international trademark laws. You are not permitted to use or reproduce them without our express written approval.

Save as expressly set out herein, no licence or rights are granted to you in respect of any intellectual property rights vested in Taylor & Francis or any third party.

### **Uploading Content to our Sites**

Subject to the terms of any subsequent Author Publishing Agreement that you enter into as detailed below, when you upload content to our Sites, you retain all of your ownership rights in your Content in its original form, but you grant Us (and, where applicable, other users of the Sites and third parties engaged by Us) a royalty-free, perpetual, irrevocable, worldwide, sublicensable and transferrable licence to use, store, copy, edit, adapt, modify, reproduce, perform, display, publish, post, reformat, index, archive, link to, prepare derivative works of, and otherwise distribute and make available that Content in any form, format, media or technology (whether now known or later developed), in connection with the operation of our business. We have the right, in our sole discretion, to edit, refuse to post, remove, or share the Content, including but not limited to share the Content with third party screen and editing tools.

You also agree to waive all moral rights in relation to your Content for the purposes of the licence set out above. If you are not willing or in a position to grant such a licence to Taylor & Francis, please do not upload your Content to our Sites.

You warrant that any Content that you upload to the Sites does not infringe any intellectual property right, or other right, of any other person, and that where relevant you have obtained all necessary third party permissions to allow the Content to be used, stored, copied, distributed and made available for the purpose of fulfilling the services We provide on the Sites as outlined above. By uploading any Content, you warrant that either you own the rights to the Content and/or that you have taken all such steps as may be necessary to obtain the rights outlined above, and you agree to indemnify Us for any breach of these warranties. You undertake to defend us from and against any claim or action by a third party that the use or possession of any Content submitted or uploaded to the Sites by you infringes the intellectual property of such third party ("IP Claim"), and shall on demand indemnify us and keep us indemnified against all liabilities, losses, damages, costs, claims and expenses (including any professional costs and expenses) suffered or incurred by us arising out of or in connection with any such IP Claim. We have the right to disclose your identity to any third party who is claiming that any Content uploaded by you to our Sites constitutes a violation of their rights, including their intellectual property rights and right to privacy.

You are solely responsible for securing and backing up your content.

Uploading Content to the Sites does not guarantee the content will be accepted for publication. You shall ensure that any Content that you upload to the Sites is in accordance with our content policies and procedures, including but not limited to our [Author Services](#) guidelines.

In the event that your content is published by us you shall enter into an Author Publishing Agreement with us that includes certain warranties about your work, including but not limited to the term that publication of the Content under the Author Publishing Agreement will not constitute a breach of the terms of any funding arrangement(s) or other prior contract to which you are a party.

In the event that the Content is published by us, either on an Open Access or Subscription basis (each as defined below), we shall require you to enter into an Author Publishing Agreement with us in relation to the Content. The Author Publishing Agreement shall require you to make legally binding warranties with respect to the originality, provenance and legality of the Content, and to indemnify Taylor & Francis against a breach of such warranties. You shall enter into such Author Publishing Agreement without undue delay.

Where the Content is to be published on a Subscription basis, meaning that the Content is to be published with a subscription fee or article-pay-to-view fee or any other form of access fee, you shall be required by us to assign copyright in the content to us under an Author Publishing Agreement.

Where the content is to be published by us on an Open Access basis, meaning that the Content is to be published in its entirety freely available online with no subscription fee or article-pay-to-view fee or any other form of access fee for the Content, or any publication embargo being applied, normally upon payment of an Article Processing Charge, you shall be entitled to retain ownership rights in the Content and grant us a licence to use the Content under an Author Publishing Agreement. In this event you shall also be required to opt for a licence to allow publication of the content on an Open Access basis, which may include the most current version of the following:

- (a) Creative Commons Attribution-Commercial Licence (CC-BY) <http://creativecommons.org/licenses/by/4.0/>
- (b) Creative Commons Attribution-Non-Commercial Licence (CC-BY NC) <http://creativecommons.org/licenses/by-nc/4.0/>
- (c) Creative Commons Attribution-Non-Commercial No-Derivatives Licence (CC-BY-NC-ND) <http://creativecommons.org/licenses/by-nc-nd/4.0/>

If (i) you are an employee of a national or international governmental agency or a commercial organization; or (ii) the Content is an original work of poetry or prose, a grant of a non-exclusive licence to publish, which shall recognize the sole right of Taylor & Francis to publish the version of scholarly record of the Content, shall be deemed acceptable to allow publication of such content, where acceptance of such a licence shall be subject to the author agreeing to the warranties in the Author Publishing Agreement.

## **Part III – General**

### **Payments**

In the event that:

- (i) we accept to publish your content on an Open Access Basis or any other basis to which an Article Processing Charge applies, and/or
- (ii) a submission fee applies to the Journal to which you submit your content; and/or
- (iii) we provide you with the Service(s),

we may charge you a fee (“Fee(s)”). Any Fee will be paid by you immediately on acceptance of your content.

Any Fee due under these Terms shall be paid by you in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

### **Written communications**

Applicable laws require that some of the information or communications We send to you should be in writing. When using the Sites, you accept that communication with Us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Sites. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information, and other communications that We provide to you electronically comply with any legal requirement that such communications be in writing. This communication does not affect your statutory rights.

### **Confidentiality**

You agree to keep confidential all information concerning the business or affairs of Informa. This does not apply to any disclosure required by a court or regulatory body of competent jurisdiction, trivial information, or information already publicly available or demonstrably in your possession at the time of disclosure (other than as a result of breach of any confidentiality obligation).

### **Notices**

Any notice or other communication required to be given to a party under or in connection with these Terms shall be given in writing and in the English language and a soft copy sent by email and sent to:

- i) For us: [enquiries@taylorandfrancis.com](mailto:enquiries@taylorandfrancis.com);

ii) For you: the email address as set out in the original submission to the Site, or such other address as shall have been notified to the other party in accordance with this part; and such notices shall only be deemed to have been received upon confirmation of complete receipt being given by the intended recipient party. This shall not apply to the service of any proceedings or other documents in any legal action.

Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent. In proving the service of any notice, it will be sufficient to prove that such email was sent to the specified email address of the addressee.

### **Transfer of rights and obligations**

These Terms are binding on you and Us and on our respective successors and assigns.

You may not transfer, assign, charge, or otherwise dispose of any of your rights or obligations arising under these Terms or any such contract, without our prior written consent.

We may transfer, assign, charge, sub-contract, or otherwise dispose of any of our rights or obligations arising under these Terms or any contract arising related to your use of the Sites, at any time.

### **Relationship**

Nothing in these Terms is intended to, or shall be deemed to, create a joint venture, relationship of partnership or agency between the parties.

### **Third Party Rights**

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms.

### **Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an event outside our reasonable control (“ **Force Majeure Event** ”).

A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks and the acts, decrees, legislation, regulations, or restrictions of any government.

Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the

duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

## **Liability**

Nothing in these Terms excludes or limits the liability of either party in respect of death or personal injury or property damage caused by its negligence, its negligence or wilful default, fraudulent misrepresentation, or any liability to the extent that liability may not otherwise be limited or excluded under applicable law.

In no event will we be liable for any actual or alleged indirect or consequential loss or damages arising out of or in connection with these Terms or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill or any other type of economic loss (arising directly or indirectly), whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise and howsoever arising.

## **Waiver**

If We fail, at any time, to insist upon strict performance of any of your obligations under any of these Terms, or if We fail to exercise any of the rights or remedies to which We are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by Us of any default shall not constitute a waiver of any subsequent default and no waiver by Us of any of these terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the “Notices” clause above.

## **Severability**

If a court or any other competent authority finds that any provision (or part of any provision) of these Terms are invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **Entire agreement**

These Terms constitute the entire agreement and understanding between the parties relating to any the submission of Content or any Services requested through the Site. Each of the parties acknowledges and agrees that in entering into these Terms it does not rely on any prior statement, representation, warranty or understanding, save to the extent that such statement, representation, warranty or understanding is incorporated these Terms. Each of the parties acknowledges and agrees that in entering into these Terms it has not relied on or been induced to enter into these Terms by any prior statements, representations, warranties

or understandings. Nothing in this part will operate to exclude liability for fraudulent misrepresentation.

### **Our right to vary these Terms**

We have the right to revise and amend these Terms or any clause contained within them from time to time. Every time you wish to use the Sites, please check these terms to ensure you understand the terms that apply at that time. The version date of these Terms is set out above.

### **Law and jurisdiction**

These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law and the parties irrevocably submit and agree to the exclusive jurisdiction of the English courts.

## **Part IV – Terms and Conditions for Researcher Services**

Section A of this Part IV applies to both Services, whereas Section B sets out terms relating to **the** specific Service. When selecting a Service, please read carefully the General terms in Section A and the terms relating to the specific Service you are selecting in Section B.

### **Section A: General Terms**

#### **Services**

We shall provide all Services in accordance with these Terms, and all applicable laws in force throughout the period of these Terms.

All requests for Services through the Site are personal to you and are non-transferable.

You shall provide all reasonable assistance to us to enable us to provide the Services you have requested. We shall not be liable for any delay or failure to provide the Services in accordance with these Terms where such failure is attributable to your failure to comply with this requirement.

#### **Fees and Payment**

In consideration for the provision of the Services, you will pay us the relevant Fee relating to that Service(s) as set out in Section B below, in accordance with this Section A and Part III above.

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

## **Term and Termination**

Unless otherwise specified in Section B below, these terms shall apply to any Services requested by you from the date that you request the Service through the Site until the earlier of (i) the Service being completed, or (ii) one of us terminating the Services early in accordance with these Terms.

We may terminate our provision of the Services immediately upon giving written notice to you for any reason. In this event you shall not be liable for the Fee for the Service.

In the event that we terminate the Services early for any reason as set out above, if such termination is after the provision of the Service has commenced but before the has been completed, then you shall be liable for half of the total Fees for the Service. If such termination is after the Service has been completed, then you shall be liable for the full amount of the total Fees for the Service, and such payment shall be in accordance provisions above.

Other than as set out in these Terms, neither party shall have any further obligation to the other after the Services have been completed.

## **Cancellation**

You have a legal right under the Consumer Contracts Regulations 2013 to cancel your order for the Services within 14 days of ordering the Services without being liable for the Fee. Please note that this does not apply where the Services have been completed within the 14 day cancellation period. If you cancel the Services after we have started providing the Services but within the 14 day cancellation period, you must pay us for the Services provided up until the date of cancellation. If you cancel the Services after we have started providing the Services and after the 14 day cancellation period, you will be liable for the full Fee for the Service.

To cancel the Services, please let us know by emailing the Editorial Office for the Journal to which you have submitted your article. Please provide your name, details of your order and/or the completed form at Appendix 1.

## **Liability**

Our liability to you in relation to the Services shall at all times and in the aggregate be limited to the value of the Fees.

## **Section B: Specific Services**

### **1. Accelerated Publication Service**

1.1 This Section B applies to all requests for accelerated publication services, known as 'Accelerated Publication Plus' or 'Accelerated Publication' (collectively, the "**Accelerated Publication Service**" or "**Accelerated Publication**") via the relevant journal submission system ("**System**").

1.2 The full details of the Accelerated Publication Service, including the list of journals for which the Accelerated Publication Service is available, can be found at the following website: <https://taylorandfrancis.com/medical-publication-professionals/accelerated-publication/>. If you submit an order for the Accelerated Publication Service to a

journal on which we do not offer the Accelerated Publication Service, your order will be rejected and no fee for the Accelerated Publication Service will be taken by us.

- 1.3 If the Accelerated Publication Service is selected, this means your article will, if suitable for publication, be peer reviewed and a final decision on publication given within 3-5 weeks of submission or within 7-9 weeks of submission depending on which option is selected. This is based on a timeframe of 1-4 weeks for peer review, followed by 1-2 weeks for you to return your revisions, and then, post-acceptance by us, your proofs will be prepared and finalised within five (5) working days, for your final approval. Please note that in some cases, depending on the journal's standard operating procedures, the "Author Accepted Version" of your article, being the accepted version of your article ahead of typesetting, final editing and final approval, will be published online by us within 72 hours of its creation, whether or not it has been approved by you. Once the final typeset version of the article has been approved by you, it will be published online by us to replace the Author Accepted Version.
- 1.4 The Fees for the Accelerated Publication Service are set out at <https://taylorandfrancis.com/medical-publication-professionals/accelerated-publication/>
- 1.5 By submitting your article through the System and choosing the "Accelerated Publication" option for your article, you confirm that you accept these Terms and that you agree to comply with them.
- 1.6 Please note that submission of your article through the System or your interest in or purchase of the Accelerated Publication Service does not guarantee that your article will be accepted or published by us. We make no guarantees of publication and all articles are subject to proper peer review and the final decision on publication of the article is in the Editor's sole discretion, in accordance with our usual publishing processes.
- 1.7 We shall use reasonable endeavours to provide the Accelerated Publication Service in accordance with the delivery timescale set out above in Section B(1.3). In the event that we do not provide the Accelerated Publication Service in accordance with the 3-5 week timescale, but do provide it in line with the 7-9 week timescale, then you shall be entitled to a discount so that you are only liable for the 7-9 week Fee and not the 3-5 week Fee. In the event that we do not meet the Accelerated Publication timescales, we shall waive the Fees in full. Please note, the discount and waiver in this Section B(1.7) does not apply where any delay in providing the Service is as a result of an act or omission by you or where our failure to meet the delivery timescale is as a result of conditions beyond our reasonable control, including but not limited to your delay to respond to us on time, your delay in entering into an author agreement with us for your article within the Accelerated Publication Service delivery timescale, your delay in submitting revised versions of your article after receiving peer review comments, or your revising the article insufficiently to reflect the peer-reviewers requests for further changes to the article.
- 1.8 In the event that the article is peer reviewed and the peer reviewer either:

- (i) rejects the article; or

(ii) requests excessive charges to the article, as decided by us acting reasonably,

then the article would be rejected by us. In this instance we may suggest that you make any proposed revisions to the article and then resubmit it to us. In this instance the article would be removed from the Accelerated Publication Service, and you would have the opportunity to make the recommended changes and then resubmit the article through the Accelerated Publication Service (as defined below) or without either of the Services. In this instance you would not be liable for the Fee for the rejected article.

1.9 In the event that the revisions made to the manuscript by the authors are so substantial as to warrant re-entering peer review (a “re-review”), the Accelerated Publication timeline (being 3-5 weeks or 7-9 week to final publication decision) will be to the same as the original submission and the timeline will be reset to start from the new submission date. Taylor & Francis commits to expediting this re-review process as per the Accelerated Publication Service and will make reasonable efforts to reduce significant further delays, including only entering re-review when deemed by the journal Editor to be substantially necessary, as decided in their sole discretion.

1.10 We shall submit an invoice for the Fees once your article is published online by us, following successful peer review and paid by you in accordance with the Section A (Fees and Payment). For some journals, this invoice will be sent upon acceptance, depending on the standard invoicing procedures of the applicable journal. Subject to Sections B(1.6) and B(1.9), if we do not publish your article for any reason, then no payment shall be due from you.

1.11 You may cancel your order for the Accelerated Publication Service in accordance with Section A. In the event that you withdraw your article from the System for any reason, your order for the Services shall be treated as a cancellation and Section A (Cancellation) shall apply.

**Appendix to Part IV: Model Cancellation Form**

*(Complete and return this form if you wish to cancel your order for the Services. Please fill in all square brackets and delete any irrelevant information, as appropriate)*

To: Informa UK Limited trading as Taylor and Francis Group

From: [Name of author], [Address of author]

Date: [Insert date of cancellation request]

I hereby give notice that I cancel my agreement with you for the supply of the following service:

[Accelerated Publication Service],

[Signature of author]