

PDF TERMS AND CONDITIONS

1. Clause 2.4 of TOT provides that where Goods are or include any item of software or online service, CD-ROM or floppy disk or other services, TOT shall apply as varied and augmented by the licence or terms and conditions relating to the said services, available with the relevant product/service, online, or on request. Accordingly, this Agreement is pursuant to the said clause 2.4 and adopts, where the context so requires, the definitions set out in TOT in addition to the definitions set out in clause 3 below. For the avoidance of doubt, the supply of the Licensed Material shall be, where the context so requires, deemed to be "Goods" as set out in TOT. Clauses 6 and 8 of TOT shall not apply to the supply of the Licensed Material and accordingly, for the avoidance of doubt, the "satisfaction guarantee" referred to in the said clause 8 shall also not apply.

2. If there is any discrepancy between the wording of this Agreement and the wording of TOT, the wording of this Agreement shall prevail. Save as may be amended by this Agreement, TOT shall remain in full force and effect.

3. Definitions

In this Agreement:

"Licensed Material" means the PDF product supplied hereunder and the data included in it;

"Work Product" means Customer's own documents, memoranda, advices, briefs and other similar materials whether in print or in electronic form created by Customer in the regular course of Customer's business which for the purposes of this Agreement includes the following activities:

- (a) advising clients;
- (b) internal training;
- (c) producing print or electronic updating/current awareness newsletters for purely internal consumption;
- (d) for academic institutional licensees, print or electronic course packs, including legal research manuals/learning guides but, in the absence of prior agreement with Supplier, which may require additional charges, not the following;
- (e) producing intranet, extranet or internet sites;
- (f) producing print or electronic updating/current awareness newsletters for external consumption or any other client retention/attraction activity;
- (g) providing research services other than to clients;
- (h) publication or resale;
- (i) for academic institutional licensees, downloading data for use in virtual learning environments.

"TOT" means Supplier's terms of trading from time to time, the current version of which can be found at <http://www.sweetandmaxwell.co.uk/terms-of-trading.aspx>

4. Grant of Licence

Supplier hereby grants to Customer, a perpetual (unless validly terminated in accordance with the terms of this Agreement) non-exclusive, non-transferable single user licence to use the Licensed Material in accordance with TOT, as varied and augmented by this Agreement.

5. Permitted and Restricted Use – all PDFs

- (a) Customer may download the Licensed Material for use on one computer only at any one time.
- (b) Customer may make one back-up copy of the Licensed Material only, to be kept in Customer's control and possession.
- (c) Customer shall only use the Licensed Material in the normal course of its business as further set out herein and shall not use the Licensed Material for the purpose of operating a bureau or similar service or any online service whatsoever.
- (d) The Licensed Material may not be stored or used in any form of database whether current or archival which is intended for the storage, and/or provision to its users, of access to know-how. Furthermore, the Licensed Material may not be stored or used on a shared network or an intranet, extranet or internet site.
- (e) Except as expressly permitted by this Agreement, Customer may not transmit, sub-licence, copy, publish or resell, or permit others to transmit, sub-licence, copy, publish or resell, the Licensed Material either on its own or as part of other content (including, for the avoidance of doubt, third party online content aggregators or databases that are accessible either free of charge or for a transactional or subscription charge), whether in print or digital form.

6. Permitted Use – All PDFs except JCT Homeowner Contracts

This clause 6 applies to all PDFs excluding JCT Homeowner Contracts.

Customer may:

- (a) print one copy of the Licensed Material only;
- (b) view the Licensed Material on screen;
- (c) quote insubstantial extracts from the Licensed Material in Customer's own Work Product;

7. Permitted Use – JCT Homeowner Contracts

This clause 7 applies to JCT Homeowner Contracts only.

- (a) Customer may not use a contract more than once.
- (b) Should you wish to use the contract in conference proceedings you must obtain the prior consent of Sweet & Maxwell and a charge may be payable in respect of such permission.
- (c) You may not copy or distribute by any means whatsoever a contract except one prepared for and, if relevant, executed by the parties to a specific construction project may be copied and distributed (including distribution by email) to third parties so far as such copying is necessary for the purpose of that construction project.
- (d) You may not remove, change or obscure any product identification or notices of proprietary rights and restrictions.
- (e) You may not remove, change or obscure the contact identifiers on a contract

8. All rights not expressly granted herein are reserved.

9. The Licensed Material is not sold to Customer who shall not acquire any right, sale or interest in the Licensed Material.

10. Customer, shall not erase, remove, deface or cover any trademark, copyright notice, guarantee or other statement on the Licensed Material.

11. Customer shall not transfer, sub-licence, assign or otherwise dispose of this Agreement in whole or in part.

12. Customer shall inform Supplier on becoming aware of any unauthorised use of the Licensed Material.

13. The Licensed Material is supplied to Customer on an "as is" basis and has not been supplied to meet Customer's individual requirements. The Licensed Material requires an Adobe Acrobat reader. It is the sole responsibility of Customer to satisfy itself prior to entering this Agreement that the Licensed Material will meet Customer's requirements and be compatible with Customer's hardware/software configuration. No failure of any part of the Licensed Material to be suitable for Customer's requirements will give rise to any claim against Supplier.

14. In the event of any material inherent defects in the PDF on which the Licensed Material may be supplied, other than caused by accident abuse or misuse by Customer, Supplier will replace the defective original PDF free of charge. Supplier's entire liability and Customer's exclusive remedy shall be the replacement of such defective PDF.

15. Whilst all reasonable care has been taken to exclude computer viruses, no warranty is made that the Licensed Material is virus free. Customer shall be responsible to ensure that no virus is introduced to any computer or network and shall not hold Supplier responsible.

16. Customer shall accept sole responsibility for and Supplier shall not be liable for the use of the Licensed Material by Customer, its agents and employees.

17. Supplier will have no liability whatsoever for any liability of Customer to any third party which might arise.

18. In the event of any breach of this Agreement, including any violation of any copyright in the Licensed Material, whether held by Supplier or others in the Licensed Material, the Agreement shall automatically terminate immediately, without notice and without prejudice to any claim which Supplier may have either for moneys due and/or damages and/or otherwise.

19. In the event of termination of this Agreement Customer will delete the Licensed Material.

20. Clauses 1, 2, 3, 13, 14, 15, 17, 19 and 20 shall survive the termination for whatsoever reason of this Agreement.

PDF terms and conditions v. 2 (12.2012)