

## JCT Contracts Watermarked PDFs on Practical Law: Terms of Use

In downloading this PDF you ("Customer") accept the following Terms of Use ("Agreement")

- (1) In this Agreement:
  - "Licensed Material" means that JCT Contracts watermarked PDF supplied hereunder and the data included in it;
  - "Supplier" means Thomson Reuters (Professional) UK Limited.
- (2) Supplier hereby grants to Customer a perpetual (unless validly terminated in accordance with the terms of this Agreement) non-exclusive, non-transferable single user license to use the Licensed Material in accordance with this Agreement.
- (3) Customer may download the Licensed Material for use on one computer only at any one time.
- (4) Customer may make one back-up copy of the Licensed Material only, to be kept in the Customer's control and possession.
- (5) Customer may, in the regular course of the Customer's business:
  - (a) View the Licensed Material on screen;
  - (b) Reproduce and transmit by print, fax, e-mail, or other method the Licensed Material for internal use;
  - (c) Transmit by print, fax, e-mail, or other method the Licensed Material to third parties for the purpose of research or study or providing professional services provided that such third parties agree not to further distribute the same;
- (6) All extracts must clearly reproduce the copyright notice(s) and specimen watermark and Customer shall not do or omit to do or authorize any other person to do or omit to do any act which:
  - (a) Would or might invalidate or be inconsistent with any Intellectual Property of Supplier in the Licensed Material;
  - (b) Would be in breach of or otherwise inconsistent with the moral rights of the authors of the Licensed Material.
- (7) 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.
- (8) Except as expressly permitted by this Agreement, Customer may not transmit, sub-license, copy, publish or resell, or permit others to transmit, sub-license, 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.
- (9) All rights not expressly granted herein are reserved.
- (10) Crown Copyright material is reproduced with the permission of the Controller of Her Majesty's Stationery Office.
- (11) The Licensed Material is not sold to Customer and Customer shall not acquire any right, sale or interest in the Licensed Material.
- (12) Customer shall not erase, remove, deface or cover any trademark, copyright notice, guarantee or other statement on the Licensed Material.

- (13) Customer shall inform the Supplier on becoming aware of any unauthorized use of the Licensed Material.
- (14) the licensed Material is supplied to the Customer on 'as is' basis and has not been supplied to meet Customer's individual requirements. The Licensed Material requires an Adobe Acrobat reader. It is Customer's sole responsibility to satisfy itself 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.
- (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 Customer's use of the Licensed Material.
- (17) In the event of any breach of this Agreement, including any violation of any copyright in the Licensed Material, whether held by the Supplier or others in the Licensed Material, the Agreement shall automatically terminate immediately, without notice and without prejudice to any claims which Supplier may have either for moneys due and or/ damages and/or otherwise.
- (18) in the event of termination of this Agreement Customer will delete the Licensed Material.
- (19) Clause 1,12,14,15,17 and 18 shall survive the termination for whatsoever reason of this Agreement.