

## **KEW PLACE TERMS AND CONDITIONS**

### **Application and entire agreement**

These Terms and Conditions will apply to the purchase of the goods or services detailed in our quotation (**Service**) by the Subscriber (**you**) from Kew Place Ltd a company registered in England and Wales under number 9199077 whose registered office is at Third Floor Montpelier House, 99 Montpelier Road, Brighton, BN1 3BE (**we** or **us**).

These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.

These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

These terms and conditions together with the Order Form govern the Subscriber's use of Kew Place's publications and services.

### **Definitions**

In this Agreement:

**'Users'** means partners, members, employees, contractors, sub-contractors, officers and agents of the Subscriber and any other Subscriber Entity, who have been specifically identified in the Schedules as being authorised to access the Service.

**'Subscriber Entity'** means the Subscribing organisation and any other entity (whether or not incorporated) that carries on business under a name that includes all or part of the Subscribing organisation's name or is otherwise within (or associated or connected with an entity within) or is a correspondent firm in the UK network of the Subscribing organisation firms.

**"Service"** means THE WATER REPORT or any other publication or service provided by Kew Place.

1. You agree to subscribe to our Service, on the terms set out in this Agreement. We aim to publish THE WATER REPORT at least 11 times a year and will send each copy to you at postal addresses set out in Schedule 1.
2. Each copy of THE WATER REPORT is protected by copyright vested in Kew Place. You are hereby granted a non-exclusive, non-transferable, licence to access and read the newsletter. It is acknowledged and understood that the Subscriber and any other Subscriber Entity is entitled to use an immaterial amount of up to six sentences of the content for the purpose of inclusion in reports, presentations and the like provided to current, prospective and past clients as well as for internal use. The source will always be referred to.

3. Under the terms of arrangements specified by us, you may distribute electronic copies of each edition provided freely by Kew Place within your organisation.
4. You agree to pay the Annual Subscription Fee in advance, within 30 days of the date on our invoice. At present VAT is not chargeable on the Annual Subscription Fee but should this change, or should any other sales tax be imposed, you will also pay that tax and we will provide you with an invoice for your purposes.
5. If the Annual Subscription Fee is not paid in full on its due date we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at a default rate of 12% per annum above the base rate of the Bank of England as it stands during the period of non-payment or under payment.
6. In our publications we may quote third parties or report their views. We are not responsible for those views.
7. All information in our publications will be provided in good faith but we are not liable for any loss suffered as a result of your relying on that information, or for any errors therein. Under no circumstances will we have any liability to you for any consequential, economic or financial losses suffered by you or by any third party relying thereon.
8. Our maximum liability to you under this Agreement shall not exceed the amount of the Annual Subscription Fee paid by you in the previous twelve months.
9. We are not liable for a failure to perform this Agreement if such failure arises from circumstances beyond our control.

#### **Term**

10. This Agreement shall be for a Term of one (1) year and shall end at the conclusion of the Term unless the Subscriber gives Kew Place written notice of its intention to renew for a further period of one (1) year

#### **Payment**

11. The Annual Subscription Fee due for each such period shall be due within 30 days following the date on a valid invoice issued by Kew Place.
12. All invoices relating to the Subscription will be sent by email to an individual nominated by the Subscriber or the Subscriber Entity.

#### **Termination**

13. You may discontinue your subscription on a renewal by writing to our subscription department at the address stated on our website. So long as your notice of termination is received by us within 30 days of our

renewal invoice this Agreement shall come to an end on that anniversary and you will not be obliged to renew, or to pay the renewal fee.

14. We may terminate this Agreement if we cease publishing the newsletter. In that case we will refund the part of the Annual Subscription Fee that relates to the period following termination.
15. Either we or you may terminate this Agreement if the other becomes insolvent or is in breach (and does not rectify that breach within 30 days of notice from the other requiring remedy).
16. This Agreement may be terminated by the Subscriber on giving 90 days notice, with immediate effect, if:
  - a. there is a change in control of Kew Place, where Kew Place is a subsidiary company, its holding company (for the purposes of this clause, "control" means the ability to direct the affairs of another whether by virtue of the ownership of shares, or otherwise);
  - b. if it reasonably believes that its performance under this Agreement, or any aspect of this Agreement, results, or might result, in the Subscriber and/or any other Subscriber Entity breaching any legal, regulatory, ethical or audit independence requirement in any jurisdiction. Notwithstanding the above, the Subscriber may either suspend the Agreement or seek to agree variations to the Agreement to avoid such breach.
17. Either party may suspend this Agreement by giving notice to the other party where the suspending party reasonably believes that performance of the Agreement or any part of this Agreement results, or might result, in a party or, in the case of the Subscriber, any other Subscriber Entity, breaching any legal, regulatory, ethical or audit independence requirement in any jurisdiction. If a period of suspension pursuant to this Clause 16 exceeds thirty (30) days, either party may terminate the Agreement with immediate effect by written notice to the other

## **Confidentiality**

17.1. Neither party will disclose Confidential Information of the other (the "disclosing party") to any third party without the prior written consent of the disclosing party.

Each party agrees that any Confidential Information received from the other party shall only be used for the purposes of providing or receiving Services under this Agreement. These restrictions will not apply to any information that:

17.1.1 is in or enters the public domain other than as a result of a breach of an obligation under this clause 17;

17.1.2 is acquired from a third party who owes no obligation of confidence in respect of the information; or

17.1.3 is or has been independently developed by the recipient or was known to it prior to receipt.

17.2 Notwithstanding clause 17.1 above, each party will be entitled to disclose Confidential Information of the other

(i) to their respective insurers or legal advisers (in the case of legal advisers for the purposes of any actual or threatened dispute between the parties), or

(ii) to a third party to the extent that this is required, by any court of competent jurisdiction, or by a governmental or regulatory authority or a professional body of which the party wishing to make the disclosure or its personnel are members and which is relevant to the Services, or where there is a legal right, duty or requirement to disclose, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other relevant party.

17.3 Notwithstanding clause 17.1 above, the Subscriber may disclose Confidential Information to any other entity (whether or not incorporated) that carries on business under a name that includes all or part of the Subscriber's name or is otherwise within (or associated or connected with an entity within) or a correspondent firm of the worldwide network of the Subscriber's firms and/or other contractors and their respective personnel for the purpose of the provision or receipt of the Services and/or Content, and any matters connected with the management of the Subscriber's business.

**17.4 We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent to the Subscriber by Kew Place will only be in connection with the provision of agreed services and products.**

### **Agency and Third Party Benefits**

**18.** Kew Place is an independent contractor and neither party is an agent or partner of the other.

**18.2.** Every other Subscriber Entity shall be entitled to the benefit of this Agreement and to rely on the Agreement as if it were a party as well as the Subscriber and to enforce in its own right any term of this Agreement Provided Always that the Subscriber and Kew Place may rescind, vary or terminate this Agreement without the consent of any other Subscriber Entity.

**18.3.** Save as provided in this clause 18, no third party shall be entitled to the benefit of this Agreement or to enforce any rights under it pursuant to the Contracts (Rights of Third Parties) Act 1999. The Subscriber shall be treated as having had subrogated to it the rights of each of the other Subscriber Entities and the parties agree that the Subscriber shall therefore have the right to bring any claim that might otherwise have been brought against Kew Place by any other Subscriber Entity and that any loss or damage suffered by any other Subscriber Entity will be treated as if it had been suffered by the Subscriber.

**19** Neither party may assign this Agreement or any of its rights or obligations Hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which will not be unreasonably withheld), except that the Subscriber may, without the Licensor's consent, assign the Agreement in its entirety to a successor within the Subscriber's organisation in interest to all or substantially all of its assets to which the Agreement pertains. Notice of any permitted assignment will be given to the other party by the assigning party promptly after any such assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

20      This Agreement is governed by English Law.

**Order Form**

Subscriber	<b>TBC TBC TBC TBC</b>
Contract Term	<b>1 February 2014 – 31 January 2014</b>
Subscription Fee	<b>£ TBC</b>
Authorised Users	<b>TBC</b>