

IBISWorld Subscription Application	
Client:	Crown Commercial Service
Address:	REDACTED
<b>Client's Service Contact Details</b>	
Contact Name:	REDACTED
Title:	REDACTED
E-mail Address:	REDACTED
Telephone Number:	REDACTED
<b>Client's Billing Contact Details</b>	
Contact Name:	REDACTED
Title:	REDACTED
E-mail Address:	REDACTED
Telephone Number:	REDACTED
<b>Licence Details</b>	
Licensed Product:	UK Industry Reports, UK Risk Rating Reports
Special Inclusions:	REDACTED
Licence Type:	Distribution
Licence Fee:	£20,000 (exclusive of and subject to VAT)
Access:	3 Registered Users with Distribution Rights Distribution of Licensed Product to up to 150 named Employees
Licence Start Date:	26 <sup>th</sup> February 2021
Licence End Date:	25 <sup>th</sup> February 2022

Client would like to subscribe to IBISWorld and the parties agree to abide by the Terms and Conditions attached hereto.

**Signed on behalf of Crown Commercial Service**

**Signed for and on behalf of IBISWorld Ltd**

**Signature:** REDACTED

**Signature:** REDACTED

**Print Name:** REDACTED

**Print Name:** REDACTED

**Title:** REDACTED

**Title** REDACTED

**Date:** REDACTED

**Date:** REDACTED

## **TERMS AND CONDITIONS – DISTRIBUTION**

### **DEFINITIONS**

In these Terms and Conditions, unless the context otherwise requires, capitalised terms shall have the following meaning:

“Application” means the completed application form which these Terms and Conditions form part of;

“Authorised Users” means one of 150 named Employees;

“Client” means the Person named as the Client on the Application;

“Confidential Information” means all technical, commercial and financial information, product information, trade secrets, know-how and all information relating to plans, intentions, market opportunities, transactions, affairs and/or business of a party and its group companies and/or its or their customers and/or suppliers and these terms and conditions;

“Content” means each element of information, text, statistics, data, material, graphics and software contained in the Licensed Product and the IBISWorld Website;

“Distribution” means the provision via email of PDF versions of IBISWorld reports;

“Employee” means an employee of the Client;

“IBISWorld” means IBISWorld Limited, REDACTED

“IBISWorld Invoice” means the periodic billings sent out from IBISWorld to the Client

“IBISWorld Website” means the website at the URL [www.ibisworld.com](http://www.ibisworld.com) and includes all information, text, statistics, data, material, graphics and software contained within that website and its subfolders;

“Licence” means the licence granted to the Client under Clause 1 of these Terms and Conditions;

“Licence Fee” means the licence fee set out on the Application, as may be modified annually under clause 3.2;

“Licence Period” means the term of Licence set out on the IBISWorld Invoice;

“Licensed Product” means the information reports published by IBISWorld as specified on the Application;

“Person” means and includes a corporation, an unincorporated organisation (for example a society or association), a trust, a sole proprietorship, an individual, a partnership, a sovereign state, a government or a government department or agency;

“Registered Users” means an Employee who has registered at the IBISWorld Website to access and use the Licensed Product.

“Related Party” means, with respect to a Person, a corporation, an unincorporated organisation, a trust, a sole proprietorship, an individual, a partnership, a sovereign state, a government or a government department or agency, that is related to the Person by any percentage of common ownership, control or direction, and in the case of an individual, that is related to such Person by blood or marriage;

“Renewal Licence Period” has the meaning set out in clause 4.1;

“Taxes” means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged including, without limitation, value added tax and other sales taxes but excluding income taxes;

“Terms and Conditions” means this document, including the Application.

“Terms of Use” means the conditions for use of the IBISWorld Website as set out here <https://www.ibisworld.com/about/termsfuse/>

## 1. LICENCE

1.1 IBISWorld grants to the Client and the Client accepts from IBISWorld a non-transferable and non-exclusive Licence to access and use the Licensed Product in accordance with these Terms and Conditions.

1.2 Access to the Licensed Product is restricted to 3 Registered Users and Authorised Users. Registered Users will be entitled to unlimited access to the Licensed Product in accordance with these Terms and Conditions. Distribution of the Licensed Product by Registered Users is permitted on an unlimited basis to Authorised Users.

1.3 Registered Users will be given a username and password which will provide each Registered User with direct access to the Licensed Product. IBISWorld may request that each Registered User change their password(s) every quarter.

1.4 The Client must provide IBISWorld with names and email addresses for all Registered Users and Authorised Users to whom Distribution of the Licensed Product has been made.

## 2. RESTRICTIONS

2.1 The Client must ensure that only Registered Users access and use the Licensed Product in accordance with these Terms and Conditions, and that such access and use is only for the purpose of enabling the Client to carry on its business in the normal course.

2.2 Unless specifically agreed to in writing by IBISWorld or expressly stated otherwise in these Terms and Conditions, the Licensed Product may not be reproduced, copied or resold in any format. The Client will ensure that Registered Users do not provide, distribute or copy to any other Employee or any other person any amount greater than 10% of the Licensed Product and/or Content to carry on its usual

business in the normal course. The Client agrees to take all necessary precautions to ensure that no unauthorised persons have access to the Licensed Product and that all Registered Users having access refrain from unauthorised disclosure, duplication or reproduction and do not pass on their password.

2.3 The Client agrees to indemnify, hold harmless and defend IBISWorld against any and all claims, including reasonable legal fees and costs, arising from any unauthorised use of the Licensed Product.

2.4 The Client shall ensure that each Registered User will use the IBISWorld website in accordance with the Terms of Use.

### 3. LICENCE FEE

3.1 The Client will pay to IBISWorld the Licence Fee in advance of commencement of the Licence Period or Renewal Licence Period (as applicable) either by credit card or bank debit, at the time the Application is made or, by prior agreement with IBISWorld, within 7 days from receipt of the IBISWorld Invoice.

3.2 IBISWorld reserves the right to review and change the Licence Fee payable under these Terms and Conditions. IBISWorld will give the Client no less than 30 days' written notice of any change to the Licence Fee payable under these Terms and Conditions, such change to take effect on the first day of the next Renewal Licence Period. If the Client does not accept the proposed change the Client may terminate the Licence in accordance with clause 4.1(a) below.

### 4. TERM

4.1 The Licence will commence on receipt of the signed Application and shall, subject to clauses 4.1(b) and 4.1(c) below, continue in force for the Licence Period unless terminated as follows:

(a) Either party may terminate the Licence at the end of the Licence Period or any Renewal Licence Period by giving to the other party at least 30 days' written notice of termination to expire at the end of the Licence Period as applicable.

(b) IBISWorld may terminate the Licence immediately if the Client fails to pay any IBISWorld Invoice when due for payment or commits a material breach of these Terms and Conditions, by giving to the Client written notice of termination.

(c) IBISWorld may immediately terminate the Licence if the Client enters into any merger, partnership, joint venture, association, scheme, combination or like arrangement with any other person, department, partnership, firm, company, corporation or association, by giving to the Client written notice of termination.

4.2 Termination of the Licence will not prejudice or otherwise affect any rights and obligations of the parties expressed in these Terms and Conditions to survive termination of the Licence, nor will it prejudice or otherwise affect any right or remedy one party has against another party in respect of any breach of these Terms and Conditions before termination, but will terminate all other rights and obligations of the parties under these Terms and Conditions.

4.3 On termination the Client must cease using the Licensed Product (and all reports, data and other information produced or generated by the Client which are based on or include any of the Licensed Product) for any purpose and must destroy all copies (hard and electronic) of any Licensed Product or any such report, data or other information in the Client's possession, power or custody, unless so needed as evidential record for work performed during course of the Licence Period. In such instance, the Client may store copies of the relevant Licence Product.

## 5. INTELLECTUAL PROPERTY

5.1 The Client acknowledges and agrees that the Licensed Product, the Content and any intellectual property rights of whatsoever nature in the Licensed Product or the Content are and will remain the property of IBISWorld, and that the Client does not (except to the extent set out in these Terms and Conditions) have any Licence or right to use any intellectual property rights (including trade or service marks) in the Licensed Product or the Content without the express written permission of IBISWorld. The Client shall ensure that its Registered Users or Authorised Users do not reproduce, copy, republish, upload to a third party or distribute the Licensed Product or the Content, except in accordance with these Terms and Conditions.

5.2 The Client shall be permitted, to the extent set out in Clause 2.2 of these Terms and Conditions, to use IBISWorld Licenced Product and/or Content to produce CCS Category Strategies which may be shared with Related Parties within Government and/or Public Sector bodies. In such instance, the Licenced Product and/or Content must be adequately referenced and the Related Party recipient must adhere to these Terms and Conditions as if acting as the Client.

## 6. IBISWORLD WARRANTY

6.1 IBISWorld warrants that during the term of this Licence it will use its commercially reasonable endeavours to ensure that the information in the Licensed Product is kept up to date and that it is not in violation of any known copyright or confidentiality agreements of third parties.

6.2 IBISWorld warrants that during the term of this Licence it will use commercially available anti-virus checking software of the generally accepted industry standard, at least equivalent to that used to protect its own software, to scan and check for viruses prior to making the Licensed Product available to the Client. Notwithstanding the above, IBISWorld makes no representation or warranty concerning: (a) the safety or efficacy of the transmission or service providers used by the Client in accessing the Licensed Product; (b) the reliability, quality or availability of the Licensed Product through the internet; (c) the absence of viruses or other contaminating or destructive properties in the software used by the Client to access or use the Licensed Product; and (d) the accuracy and safety of any reference in the Licensed Product to a website operated by a third party, including any hyperlink used to gain access to such website.

6.3 IBISWorld and its Related Parties make no other representation or warranty relating to the Licensed Product or Content including, without limitation, any representation or warranty as to the merchantability, fitness for any particular purpose or use, accuracy or completeness of the Licensed Product. The Client acknowledges and accepts this disclaimer.

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6.4 Subject to clauses 6.5, and 6.7, IBISWorld will not be liable to the Client for any loss of revenue, profits or data or of any indirect or consequential loss arising under these Terms and Conditions or from access to or use of the Licensed Product.

6.5 IBISWorld does not exclude its liability for fraud or for death or personal injury if caused by its own negligence.

6.6 As a result of the nature of the IBISWorld's business and the number of sources from which it obtains Content, IBISWorld's and its Related Parties' total liability to the Client or any third party for breach of any of these Terms and Conditions or in tort (including negligence) or otherwise under or in connection with these terms and conditions or access to or use of the Licensed Product will, subject to clauses 6.4 and 6.5, not exceed the Licence Fee.

6.7 No exclusion of implied terms or disclaimer or limitation of liability contained in these Terms and Conditions applies to the extent that it is prohibited by law but where liability in connection with a defect in any data or report in the Licensed Product may be lawfully limited to the supply of that data or report again without the defect, liability is so limited.

## 7. INDEMNIFICATION

The Client shall indemnify and hold harmless IBISWorld and its Related Parties from and against any and all losses, claims, damages or liabilities (including reasonable legal costs) arising out of or relating to a breach by the Client of these Terms and Conditions and/or access to or use of the Licensed Product by the Client or any of its Related Parties or any third party to whom the Client has given access to or provided any of the Licensed Product which is in breach of these Terms and Conditions.

## 8. DATA PROTECTION

IBISWorld and The Client shall comply with the provisions of the General Data Protection Regulation ("GDPR"). Please refer to IBISWorld's Privacy Policy for more information <https://www.ibisworld.co.uk/about/privacy/>.

## 9. CONFIDENTIALITY

9.1 The Client shall keep secret all Confidential Information of IBISWorld and shall not (and shall procure that its employees and/or officers shall not) copy, use or disclose such information to any third party, other than as permitted under these Terms and Conditions.

9.2 The obligation of confidence shall not apply where Confidential Information: (a) is required to be disclosed by operation of law; (b) was in the possession of the Client prior to disclosure by IBISWorld; (c) is subsequently acquired from a third party without any obligation of confidence; (d) is or becomes generally available to the public through no act or default of the Client; or (e) is disclosed on a confidential basis for the purposes of obtaining professional advice.

## 10. FORCE MAJEURE

Neither IBISWorld nor the Client shall be liable for any breach of these Terms and Conditions directly or indirectly caused by circumstances beyond the reasonable control of that party from performing its obligations to the other, provided that a lack of funds shall not be regarded as a circumstance beyond that party's reasonable control.

## 11. GENERAL

11.1 These Terms and Conditions and any non-contractual obligations arising in connection with them shall be governed by the laws of England. The parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

11.2 The Client may not assign its rights under these Terms and Conditions unless it obtains the prior written consent of IBISWorld.

11.3 Each of the provisions contained in these Terms and Conditions shall be construed as independent of every other such provision, so that if any provision of these Terms and Conditions shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of these Terms and Conditions, all of which other provisions shall remain in full force and effect.

11.4 IBISWorld may send a notice to the Client in connection with these Terms and Conditions by hand delivery, pre-paid post, facsimile transmission or email to the Client at the address details set out on the Application or in such other way as the Client may have last notified IBISWorld in writing. A notice so sent to the Client is deemed to be received, if sent by pre-paid post, on the tenth business day after the date of posting or, if sent by facsimile transmission or email, on the next business day after the date the facsimile or email was sent.

11.5 Except to the extent that any Taxes are expressly stated on the Application to be added to or included in an amount payable:

(a) all amounts payable to IBISWorld under these Terms and Conditions have been calculated without regard to any Taxes which may be payable by IBISWorld in respect of those amounts or the provision of access to or use of the Licensed Product; and

(b) where IBISWorld is liable to pay any such Taxes, it may charge the Client the amount of the Taxes, and the Client must pay IBISWorld that amount on receipt of the IBISWorld Invoice reflecting any such taxes.

11.6 Within 7 days from being requested to do so in writing by IBISWorld, the Client must provide IBISWorld with a certificate signed by a board director of the Client stating at the date of the certificate whether or not clause 2 and, if the Licence has terminated, clause 4.3, is being observed by the Client and has been observed since the obligations under the relevant clause arose.

11.7 The Client acknowledges and agrees that IBISWorld may not have an adequate remedy at law and would be irrevocably harmed if the Client breaches these Terms and Conditions. IBISWorld is therefore entitled to equitable relief, including injunctions and specific performance, in the event of any breach of

these Terms and Conditions by the Client, in addition to all the remedies available to IBISWorld at law or otherwise at equity and in the court of any relevant country.

11.8 The parties do not intend any third party to have the right to enforce any provision of the Licence under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The parties may terminate or vary these Terms and Conditions without the consent of any third party.

11.9 All clauses set forth in these Terms and Conditions that could reasonably be construed as surviving the termination of the Licence, including but not limited to those set forth in clauses 2,4,5,6,7, 9 and 11 shall survive termination of the Licence.