



WHERE KNOWLEDGE IS POWER

IBISWorld Renewal Application	
Client Business Name:	The Competition & Market Authority
Address:	The Cabot, 25 Cabot Square, London, E14 4QZ
Client's Service Contact Details	
Contact Name:	[REDACTED]
Job Title:	[REDACTED]
E-mail Address:	[REDACTED]
Telephone Number:	[REDACTED]
Client's Billing Contact Details	
Contact Name:	Finance Team
Job Title:	
E-mail Address:	Invoices@cma.gov.uk
Telephone Number:	0203 738 6000
Licence Details	
Licensed Product:	[REDACTED]
Licence Type:	Enterprise
Licence Fee:	[REDACTED]
Term:	24 months with option to extend for an additional 12 months.
Special Inclusions:	[REDACTED]
Licence Start Date:	7 th September 2021
Licence End Date:	6 th September 2023, extension option to 6 th September 2024
Offer Expiration Date:	6 th September 2021

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

Signed on behalf of Competition & Market Authority

Signature:

Print Name:

Title:

Date: 5.10.2021

Signed for and on behalf of IBISWorld Ltd

Signature:

Print Name:

Title

Date: 06/10/21



TERMS AND CONDITIONS – UK ENTERPRISE

DEFINITIONS:

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

“Authorised Users” means an Employee whose principal place of work is the Scotland Office; Northern Ireland or Wales Office’

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

“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;

“Employee” means an UK employee of the Client;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“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 Application;

[REDACTED]

“London Office” means Competition and Markets Authority, The Cabot, 25 Cabot Square, London, E14 4QZ’

[REDACTED]

[REDACTED]

“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 whose principal place of work is the London Office;

“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;

“Scotland Office” means the Competition and Markets Authority, Queen Elizabeth House, Sibbald Walk, Edinburgh, EH8 8FT

“Wales Office” means the Competition and Markets Authority, 2 Caspian Point, Caspian Way, Cardiff, CF10 4DQ

“Northern Ireland office” means the Competition and Markets Authority, Erskine House, Chichester Street, Belfast BT1 4GF

“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;

[REDACTED]

[REDACTED]

1. LICENCE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. TERM

4.1 The Licence will commence on receipt of the signed Application and shall, continue in force for the Licence Period. Unless otherwise agreed in writing, the Licence will automatically terminate at the end of the Licence Period, meaning 6th September 2023 or, in the event of mutual agreement to exercise the extension option, 6th September 2024. The Licence may also be or unless terminated as follows:

[REDACTED]

[REDACTED]



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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

[REDACTED]

5. INTELLECTUAL PROPERTY

[REDACTED]

6. IBISWORLD WARRANTY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. INDEMNIFICATION

[REDACTED]

8. DATA PROTECTION

[REDACTED]

[REDACTED]

[REDACTED]

9. CONFIDENTIALITY

[REDACTED]

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

[REDACTED]

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.

[REDACTED]

[REDACTED]

11.4 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.

[REDACTED]

[REDACTED]



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.10 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 [REDACTED] and [REDACTED] shall survive termination of the Licence.