



# Borderlex

## Service delivery contract

Contract between:

**Borderlex Publishing Ltd**

85 Great Portland Street – 1st Floor

W1W 7LT London

Company number: 10165348

VAT number. GB 248 3117 11

And

**Trade Remedies Authority**

North Gate House

21-23 Valpy Street

Reading RG1 1AF

London, 21 November 2022

### Service description

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- Unlimited online access to premium content of the [borderlex.net](https://borderlex.net) website, owned by Borderlex Publishing Limited, for registered users of the Trade Remedies Authority

“Premium content” refers to: written articles offering news, analysis, commentary on and technical insights into trade policy in Europe (United Kingdom, European Union) and at global level at the World Trade Organization; EU trade policy meeting agenda/calendar.

“Unlimited online access” also means access to all archived content since the website’s creation 2016.

- Daily e-mail updates. This involves 1 to 4 email updates on average per working day as dictated by the news cycle with new article notifications sent to designated e-mail accounts.

Due to the nature of the institutions whose policies we track, there is usually no content produced between Christmas and New Year and in the first two to three weeks of August every year, except as needed.

## Service beneficiaries

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Up to 50 registered users in the form of nominative email addresses of members of staff of the Trade Remedies Authority, more specifically the UK's Trade Remedies Authority.

These users are designated by the Trade Remedies Authority.

Only official email addresses of the Trade Remedies Authority and/or relevant related branches and authorities will be accepted. Borderlex Publishing Limited does not accept private email addresses of staff.

The Trade Remedies Authority may change and update its user list any time.

The Trade Remedies Authority may designate a contact person for the management of user lists which Borderlex Publishing Limited can contact. Only email addresses approved by the Trade Remedies Authority will be given user rights on the borderlex.net website.

Contact point for updating email addresses throughout the subscription period:  
subscriptions@borderlex.net

## Contract start and duration

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Three years starting on 1 December 2022

## Contract value, invoicing and payment

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£ 49800 + VAT to be paid in three annual instalments as per below:

- 1st invoice for first instalment - £ 16600 + VAT - due on 1 December 2022
- 2nd invoice for 2nd instalment - £ 16,600 + VAT – due on 1 December 2023
- 3rd invoice for 3rd instalment – £ 16,600 + VAT – due on 1 December 2024

The VAT rate will be the one set by UK legislation at the date of invoice issuance. In November 2022, the VAT rate for online publications is rated at 0%.

The Trade Remedies Authority will provide relevant VAT details as required.

Payments to Borderlex Publishing Limited shall be made by bank transfer to the bank account designated on the invoice issued by Borderlex Publishing Limited. Borderlex Publishing Limited does not accept payments by check.

## Complaints

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Borderlex Publishing Limited is committed to providing the best possible content and the best possible customer and reader satisfaction.

Should the Trade Remedies Authority need Borderlex to address any complaint, its primary contact point related to difficulties encountered by users with the service is subscriptions@borderlex.net

If Borderlex's service is found wanting because of insufficient content production or customer service failings please contact Borderlex Publishing Limited director Iana Dreyer to seek to find solutions and/or a settlement. Contact email: iana.dreyer@borderlex.net

## Data privacy and user statistics

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Borderlex.net's Privacy Notice can be read directly on the website. The URL to the Privacy Notice is the following:

<https://borderlex.net/privacy-notice/>

Due to data privacy concerns, Borderlex keeps the tracking of borderlex.net users to the minimum required to deliver our service satisfactorily.

Borderlex Publishing Limited clients have the right to know if their staff are making good usage of the service. Borderlex thus provides usage statistics to that end on request.

## Website use terms and conditions, copyright

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The terms and conditions for the usage of the borderlex.net website are permanently accessible on the following URL:

<https://borderlex.net/terms-and-conditions/>

Our T&Cs are also annexed to this contract (Annex 1).

**Copyright:** Please refer to our Terms and Conditions in Annex 1.

## The Trade Remedies Authority's contact points for any queries

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Email for all queries related to this subscription: [subscriptions@borderlex.net](mailto:subscriptions@borderlex.net)

Telephone: +44 (0)7 584 034 892

Company director contact details: Iana Dreyer – [iana.dreyer@borderlex.net](mailto:iana.dreyer@borderlex.net)

For the Trade Remedies Authority:

For Borderlex Publishing Limited:

Iana Dreyer – Company Director

On 16 November 2022

## Annex 1 - Terms and Conditions – borderlex.net

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Please refer to the latest version of the T&Cs on <https://borderlex.net/terms-and-conditions/>

1. You may use the web pages located under the domain borderlex.net (“this website”) on the terms set out on this page (“these terms”). Unless you are a paid subscriber, these terms are not intended to form a contract between you and us.

2. These terms are divided into two parts: the first part “general terms” applies to everyone using this website; the second part applies to you only if you are a paid subscriber.

3. In these terms, certain words and phrases have a particular meaning as follows:

3.1. “content” means any text, images, video, audio or other multimedia content, software, or other information or material submitted to or on the website;

3.2. “intellectual property” means any rights in patents, design, copyright, databases, trade marks, domain names, confidential information and all other forms of intellectual property, whether registered or unregistered, wherever in the world;

3.3. “paid subscriber” means anyone who has paid to subscribe to the website in accordance with the terms set on this page;

3.4. “processing” when applied to personal information includes storage of that information;

3.5. “you” or “your” means the person accessing or using the website or its content; and

3.6. “we”, “us” or “our” refers to Borderlex Publishing Ltd, company registration number 10165348, with VAT registration number GB 248 3117 11 and whose registered address is at 85 Great Portland Street – First Floor, W1W 7LT London, United Kingdom.

4. You should read these terms carefully before using this website. We do not permit you to access this website or use any content if you do not comply with these terms.

## **Part 1 – General Terms**

### **Using this Website**

5. Unless you are a paid subscriber, this website is intended only to give you information about us and a sample of our products and services. If you are not a paid subscriber, we do not, through this website:

5.1. make you any promises; or

5.2. have any contractual obligations to you.

6. You have our permission to browse this website and in so doing make use of any of its content through a web browser. You may not use this website for any other purpose. For example, you may not download this website or any part of it for your own use. Nor may you attempt to circumvent any access controls that we may impose on any of its content.

### **Comments**

7. We permit you to use the comment facility on articles to which you have access, provided that you supply us with a valid electronic mail address in order for us to be able to contact you and you do not:

7.1. Cause us, in publishing them, to be in breach of any applicable law or to violate any individual's rights; or

7.2. Cause a nuisance to any person;

7.3. Promote a business or other website;

7.4. Breach our acceptable use policy.

8. We reserve the right to redact, amend or delete any comment you post on this website, although if we redact or amend a comment, we will indicate that we have done so.

### **Intellectual Property in Comments**

9. You grant us a perpetual, worldwide licence to publish your comments on this website and to amend or redact them. In addition, you waive any moral rights you may have in your comment.

### **Indemnity**

10. You indemnify us against any loss, including professional legal costs and expenses, and against any claims or other legal proceedings, of whatever nature arising out of or in connection with any claim or action made against us through (i) a comment you have submitted is defamatory or; (ii) or processing and/or publication of that information in a way that is illegal, unlawful or infringes any other legal right.

### **Information about you: privacy**

11. Please read our **Privacy Notice** which explains how we process personal information about you.

### **Use of cookies**

12. Cookies are short text files stored in your web browser to allow us to remember you when you return to this website. When you access this website you consent to our using cookies in the way we have described in our Privacy Notice.

### **Accuracy of information and availability of this website**

13. While we hope that this website is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that this website will be fit or suitable for any purpose. Any reliance that you may place on the information of this website is at your own risk.

14. We may suspend or terminate operation of this website at any time as we see fit.

15. Any content is provided for your general information purposes only. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied upon for any purposes.

### **Ownership, use and intellectual property rights**

16. Except where any of our content is associated with a more specific intellectual property licence – whether it is more or less restrictive than this one – and to the extent that you need our permission to do so, we give you a licence to use all intellectual property rights in the content that is accessible to you, but only for the purpose of browsing the website using conventional web browsing tools. You may not share copies of any of our content with others by printing it out and distributing physical copies without our consent. You may circulate content we release for free widely as long as the article is attributed to us. Articles published behind this website’s paywall may not be shared with others widely and/or systematically without our explicit consent.

### **Changes to these terms**

17. We reserve the right to vary these terms from time to time. Our new terms will be displayed on this website and by continuing to use and access this website following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these terms from time to time to verify such variations.

### **Hyperlinks and third party sites**

18. This website may contain hyperlinks or references to third party websites other than this website. Any hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

### **Disputes and liability**

19. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by our negligence and our statutory duties under data protection law), if you are not a paid subscriber, we have no liability to you connected with your use of our website. For example, we are not liable for

19.1. any missing or inaccurate content;

19.2. any unavailability of the website;

19.3. any incompatibility of this website with any particular browser or browser plugin; or

19.4. economic loss or other loss of turnover, profit, business or goodwill.

20. These terms are to be interpreted in accordance with English law and the courts of England shall have jurisdiction to settle any disputes arising from your use of the website or any contract you may have formed with us through the website.

### **Registration**

21. You may create an account by using the [appropriate registration form \(https://borderlex.net/subscribe-to-borderlex/\)](https://borderlex.net/subscribe-to-borderlex/).

22. Either you or we may terminate your account at any time and for any lawful reason, without being required to give an explanation. If you wish to terminate your account you may do so by sending your request to [subscriptions@borderlex.net](mailto:subscriptions@borderlex.net)

## **Part 2 – Paying Subscriber Terms**

### **How to subscribe**

23. You may apply to become a paid subscriber by emailing [subscriptions@borderlex.eu](mailto:subscriptions@borderlex.eu) or by filling in the requisite form on the following webpage (<https://borderlex.net/subscribe-to-borderlex/>). We reserve the right to refuse any application for a subscription. If we accept your application, a contract will be formed between you and us on the terms set out on this web page (and any pages incorporated by it) at the time we send you our acceptance of your application.

### **Prices and Payment**

24. The price per individual is that advertised on our website at the time you subscribe. You must pay the subscription price in advance at the start of each subscription period, as follows: when we have accepted your application to become a paid subscriber, or we have renewed your subscription automatically, we will send you an invoice. You must pay within the time period and in the manner specified in the invoice

25. We may suspend your subscription if, and so long as, your payments are late.

### **Renewal**

26. We will notify you in advance of the end of a subscription period. If you do not inform us that you wish to cancel your subscription, we will assume that you wish us to renew it at our currently advertised prices.

### **Cancellation**

27. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you will have a right to cancel your subscription within 14 days without charge. You may cancel your subscription by emailing [subscriptions@borderlex.net](mailto:subscriptions@borderlex.net). If you cancel within the first 14 days, we will reimburse you using the same means of payment as you used to pay for the services. You will not incur any fees as a result of the reimbursement.

28. If you wish to cancel at any other time, you may do so in the same way, and we will refund you the amount of your subscription due from the end of the month in which you cancel. We will not refund you for fractions of a month.

### **Your account**

29. Unless we have agreed alternative arrangements with you (for example, corporate access) this agreement is personal to you, and so: (a) you must keep your login credentials (username and password) secret and not share them with anyone else, including within your organisation; and (b) you may not permit anyone else, including from within your organisation, to access this website using your login credentials.

We consider a situation where you permit more than one individual to share login credentials “corporate access”. If you require corporate access to borderlex.eu please contact [subscriptions@borderlex.net](mailto:subscriptions@borderlex.net).

If we discover that you have been permitting the sharing of login credentials without our permission, we will be entitled to charge you for the whole of the period of your subscription at our going rate for corporate access. We may impose such additional charges even if we discover your unauthorised sharing after the termination of this agreement.

If your organisation consists of more than two individuals (including employees and office holders), then any user accounts with descriptions that indicate generic, rather than individual, use (for example library@, info@, or contact@) will be treated as an indication that your subscription is a corporate and not individual one. In this case we will be entitled to impose additional charges as set out above.

You are responsible for protecting and preventing use of login credentials by any unauthorised persons. If you believe there has been any breach of security (such as the disclosure, theft or unauthorised use of your login credentials), you must notify us immediately by emailing [privacy@borderlex.net](mailto:privacy@borderlex.net).

### **Free subscriptions**

30. We may, entirely at our discretion, agree for you to have a free subscription. A free subscription is available on the same terms as a paid subscription, but will be without charge for the period we specify.

31. We may, in our discretion, terminate or extend a free subscription at any time.

32. We do not consider it to be ethical to automatically convert a free subscription into a paid one. When your free subscription comes to an end, you will need to convert it to a paid subscription or risk having your access to this website restricted.

### **Termination by us**

33. We may terminate this agreement without refund to you if you:

33.1. Deliberately infringe any of our intellectual property rights;

33.2 Breach any terms of this agreement concerning the posting of comments to this website; or

33.3 Permit the use of any login credentials we have given to you by any unauthorised person or contrary to any instructions we have given you at the time we supplied those credentials to you.

**Limitation of liability**

34. We shall not be liable for any indirect or consequential loss arising out of our performance of this agreement, even if we have been informed of the possibility of such a loss in advance

35. Our total liability to you under this agreement shall be limited to the amount you paid us in the 12 months preceding the date on which that liability arose.