

Digital content licensing – terms of use

<u>'The Licensor'</u> :	NATIONAL HOUSING FEDERATION Lion Court, 25 Procter Street, London WC1V 6NY.
<u>'The Licensee'</u> :	The licensee identified during the order process.
<u>'The Material'</u> :	The publication material identified during the order process.
<u>'Number of Internal Users'</u> :	The number of employees of the Licensee authorised to access and use the Material in accordance with these terms of use.
<u>'The Price'</u> :	The price quoted during the Order process.

Please read these terms of use (the “Terms”) carefully and make sure that you understand them before ordering any Material from this site. By purchasing a licence to use the Material, the Licensee confirms that it accepts these Terms and that it agree to comply with them.

1. GRANT OF LICENCE

- 1.1. The Licensor grants to the Licensee a non-exclusive and non-transferable right to use the Material in electronic format (the “Licence”) subject to these Terms.
- 1.2. The Licence granted to the Licensee is strictly limited to, and the Licensee shall use the Material solely for use in connection with the Licensee’s business.
- 1.3. The Licence is for the stated edition of the Material but not any future versions, editions or amendments.
- 1.4. The Licensee may not print, nor adapt nor abridge the Material without the prior written permission of the Licensor. Where permission is granted by the Licensor, it shall be subject to any further conditions imposed by the Licensor.
- 1.5. The Licensor grants permission to the Licensee for the agreed Number of Internal Users to use the Material provided no charge or commercial benefit is derived from such use.
- 1.6. Subject to condition 1.5 above, the Licensee shall not grant sub-licences, in whole or in part, of any of the rights granted under the Licence.
- 1.7. The Licensor reserves the right to monitor usage of the Material under the Licence in order to verify that such usage is not in breach of these Terms.

2. PAYMENT

- 2.1. In consideration of this Licence the Licensee shall pay to the Licensor the Price as quoted during the order process using the payment methods accepted by the Licensor. The Material shall not be made available until payment is made in full and cleared funds (without deduction, set-off or withholding).
- 2.2. Should the Licensee at any time wish to increase the Number of Internal Users accessing the Material this shall be subject to the prior written agreement of the Licensor and any agreed increase in the Price.
- 2.3. There are no refunds payable in respect of the charges for the Licence.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. For the purpose of these Terms, Intellectual Property Rights shall mean patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 3.2. The Licensor retains ownership of all Intellectual Property Rights in the Material.
- 3.3. The Licensee shall ensure that a copyright notice and any other mark specified by the Licensor appear on all permitted copies of the Material.

4. LICENSEE OBLIGATIONS

- 4.1. The Licensee may not change, amend or develop the Material in any way without the Licensor's prior written consent.
- 4.2. The Licensee shall comply with all applicable laws in performing its obligations and exercising its rights under these Terms.
- 4.3. The Licensee shall ensure that the Material is kept secure, and shall use the best available practices and systems to prevent and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Material. In particular, the Licensee shall ensure that the Material is not distributed, transmitted or accessed outside of its organisation.
- 4.4. The Licensee shall ensure that the measures adopted under paragraph 4.3 are sufficient to ensure that Internal Users are not able to copy, transfer or communicate the Material to the public or any third party outside of the Licensee's organisation, or in any way exploit the Material other than as allowed by these Terms.

4.5. If the Licensee becomes aware of any misuse of any Material, or any security breach in connection with the Licence that could compromise the security or integrity of the Material or otherwise adversely affect the Licensor, the Licensee shall, at the Licensee's expense, promptly notify the Licensor and fully co-operate with the Licensor to remedy the issue as soon as reasonably practicable. The Licensor may suspend the Licensee's rights under the Licence until the misuse or security breach is remedied.

5. INFRINGEMENT

5.1. Each party shall promptly notify the other of any actual or suspected infringement of the Material within the Territory that comes to its attention ("Infringement").

5.2. The Licensee shall co-operate fully with the Licensor by taking all steps required by the Licensor (in its sole discretion) in connection with any Infringement, including, without limitation, legal proceedings. The Licensor shall be responsible for the cost of any legal proceedings it requires, and is entitled to any damages, account of profits and/or awards of costs recovered. The Licensee shall use its best endeavours to assist the Licensor in any legal proceedings relating to any Infringement.

6. WARRANTIES

6.1. Each party warrants to the other that it has full power and authority to enter into and perform its obligations under these Terms.

6.2. The Licensor warrants to the Licensee that, so far as it is aware, the Material does not infringe any existing intellectual property rights.

6.3. The Licensor may require the Licensee to cease all use of any of the Material if it reasonably believes that the Licensee's use of the Material infringes the Intellectual Property Rights of any third party, or breaches any applicable law or regulation. In this instance, the Licensor may, at its option either:

6.3.1. provide the Licensee with alternative Material so as to avoid the infringement;
or

6.3.2. terminate the Licence immediately on written notice in respect of the affected Material.

6.4. Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.

7. LIABILITY AND INDEMNITY

7.1. The Licensee shall indemnify the Licensor against all claims and expenses arising out of any infringement of any rights of the Licensor or of any third party in relation to the Material.

7.2. Nothing in this licence shall operate to exclude or limit the Licensor's liability for:

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25 Procter Street
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National Housing Federation Limited
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A company with limited liability
Registered in England No 302132

- 7.2.1. death or personal injury caused by its negligence;
 - 7.2.2. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 7.2.3. fraud; or
 - 7.2.4. any other liability which cannot be excluded or limited under applicable law.
- 7.3. Subject to paragraph 7.2, the Licensor shall have no liability for any losses or damages which may be suffered by the Licensee (or any person claiming under or through the Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- 7.3.1. loss of use;
 - 7.3.2. loss of profits;
 - 7.3.3. loss of anticipated savings;
 - 7.3.4. loss of business opportunity;
 - 7.3.5. loss of contracts;
 - 7.3.6. loss of goodwill; or
 - 7.3.7. loss arising from damaged, corrupted or lost data;
- provided that this paragraph 7.3 shall not prevent claims for direct financial loss that are not excluded by any of categories 7.3.1 to 7.3.7 inclusive;
- 7.4. Subject to paragraph 7.2, the Licensor's liability, whether in contract, tort (including negligence), or otherwise and whether in connection with this licence or any collateral contract, shall not exceed the Price actually paid by the Licensee at the date of such liability arising.

8. TERMINATION

- 8.1. The Licensor may terminate the Licence forthwith by notice in writing if:
- 8.1.1. The Licensee is in material or persistent breach of its obligations under these Terms and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the L i c e n s o r to do so; or
 - 8.1.2. the Licensee fails to pay any amount which is due to the Licensor in full and on the date that the payment falls due; or
 - 8.1.3. the Licensee is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due; or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 8.1.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Licensee; or
 - 8.1.5. an order is made for the winding up of the Licensee, or where the Licensee passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where

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the resulting entity will assume all the obligations of the other party under these Terms); or

8.1.6. (where the Licensee is an individual) the Licensee dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

9. LICENSOR'S RIGHT TO VARY THESE TERMS

9.1. The Licensor may amend these Terms from time to time. Every time a Licence is purchased, the Terms in force at the time of the order will apply.

10. GENERAL

10.1. The Licence is between the Licensor and the Licensee. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.2. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

10.3. If the Licensor fail to insist that the Licensee perform any of your obligations under these Terms, or if the Licensor do not enforce our rights against the Licensee, or if the Licensor delay in doing so, that will not mean that the Licensor has waived its rights against the Licensee and will not mean that the Licensee does not have to comply with those obligations.

10.4. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.5. The Licensor and Licensee both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).