



STATUTORY INSTRUMENT TRACKER® AGREEMENT

Subscription Terms and Conditions
Authorised User: Terms of Use
Service Level Agreement



**HANSARD
SOCIETY**

PROMOTING DEMOCRACY • STRENGTHENING PARLIAMENT

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Subscription Terms and Conditions

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The Customer wishes to be provided with the Statutory Instrument Tracker Service by the Supplier (the Hansard Society) and the Supplier agrees to provide the Service subject to the terms and conditions of this Agreement.

1. Interpretation

- 1.1. In this Agreement, unless otherwise stated capitalised terms and definitions shall have the meanings set out below:

Access Details	means an Authorised User's personal login details provided by the Supplier to the Authorised User granting access to the Service.
Administrator	has the meaning given in clause 4.1.
Agreement	means this service agreement including the Schedules.
Annual Fee	means the sum payable for the provision of the Service to the Customer in respect of the relevant Subscription Year (and as varied in accordance with clause 8.4).
Associated Person	means any directors, employees, or individuals of or directly associated with the Customer, the names of which are provided by the Customer to the Supplier.
Authorised User	means those Associated Persons nominated by the Customer and granted access to the Services by the Supplier as agreed with the Customer from time to time in accordance with clause 3.
Authorised User Maximum	has the meaning given in clause 3.3.
Business Days	means days (other than Saturdays or Sundays) on which banks in London are customarily open for business.
Commencement Date	means the date for commencement of the provision of the Service.
Confidential Information	means any information (however recorded or preserved) disclosed by a party to the other party whether before or after the date of this Agreement concerning the business, affairs, customers, clients or suppliers of the disclosing party.
Content	means all content, materials, text, publications, articles, documents, know-how, files and software from time to time contained or comprised in the SI Tracker and the Site.

Force Majeure Event	means any events, circumstances, acts or omissions which are beyond the reasonable control of the Supplier, including (a) failure of any utility service or transport or communications network or third party hosting supplier, (b) strikes, lock-outs or industrial disputes, (c) war, riot, civil commotion or malicious damage to property (including to computer systems and software) (d) compliance with any law or governmental order, rule, regulation or direction, (e) accident or breakdown of a plant, machinery or computer systems, and (g) fire, flood, storm or other natural disaster.
Initial Term	has the meaning given in clause 13.1.
Intellectual Property Rights	means all patents, utility models, 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, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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.
Losses and Expenses	means any and all liabilities, losses, damages, demands, judgments, penalties, costs and expenses (including reasonable legal fees) howsoever arising.
Notice	has the meaning given in clause 18.1.
Order Form	means the form generated by the Supplier (in the format specified by the Supplier from time to time) incorporating the description of the Services to be performed, the Parties and the Fee payable.
Party or Parties	means the Supplier and the Customer collectively or the Supplier or the Customer individually, as the context implies. References to Parties include references to their respective successors in title, permitted assigns and novates.
Personal Data	has the meaning given in the General Data Protection Regulation (EU) 2016/679 or any successor legislation.

Privacy Policy	means the privacy policy provided to the Customer, as may be amended from time to time by the Supplier.
Recipient	has the meaning given in clause 18.1.
Renewal Term	has the meaning given in clause 13.1.
Schedule	means the schedules to this Agreement.
Sender	has the meaning given in clause 18.1.
Service	means the provision of access to: (i) the SI Tracker; (ii) the Site; and (iii) the Content.
SI Tracker	means the Statutory Instrument Tracker® developed by the Supplier to help its customers monitor the progress of Statutory Instruments through all stages of the legislative process in the UK Parliament.
Site	means the website available at www.sitracker.hansardsociety.org.uk and any associated software programs.
SLA	means the Service Level Agreement in Schedule 2.
Subscription Year	means the Initial Term or any consecutive period of 12 months following the Initial Term.
Support Services	means the support to be provided by the Supplier to the Customer in relation to the Services as set out in the SLA in Schedule 2 and as amended from time to time.
Terms of Use	means the terms of use applicable to access to and use of the Site and the Content by the Customer and its Authorised Users, as set out in Schedule 1 (as amended from time to time by the Supplier).
Third Party Information	has the meaning given in clause 2.10.
VAT	means value added tax.

- 1.1.1. the clause and schedule headings are for convenience only and shall not affect interpretation of this Agreement;
- 1.1.2. references to clauses are to clauses in this Agreement and references to paragraphs in the Terms of Use;

- 1.1.3. references to the singular include the plural and vice versa, and references to one gender include any other gender;
- 1.1.4. any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
- 1.2. In this Agreement company means any body corporate and subsidiary or holding company shall be construed in accordance with section 1159 of the Companies Act 2006.
- 1.3. Any phrase introduced by any of the expressions **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4. Any reference to a statute, statutory provision or subordinate legislation (**legislation**) (except where the context otherwise requires) (i) shall be deemed to include any bye-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (ii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.

2. Service

- 2.1. The Supplier shall, from the Commencement Date, provide the Service to the Customer on and subject to the terms of this Agreement.
- 2.2. Subject to the provisions of this Agreement, the Supplier shall use reasonable endeavours to ensure that the Service is provided continuously and that access to the Service is not interrupted.
- 2.3. The Supplier warrants that it has and will maintain all necessary licenses, consents and permissions necessary for the performance of its obligations under this Agreement.
- 2.4. Any rights provided under this Agreement are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.5. The Supplier shall provide the Service in accordance with the Service Level Agreement (see Schedule 2).
- 2.6. The Customer agrees that:
 - 2.6.1. the Supplier shall have no liability for any damages resulting from any decision of the Customer that are made in reliance on the Service. The Customer acknowledge and agrees that:
 - 2.6.1.1. the Service is an aggregation of information primarily from external sources, including government and parliamentary sources, and that the Supplier cannot verify the completeness or accuracy of the content produced from such sources;

- 2.6.1.2. the Supplier is only providing information via the Service;
 - 2.6.1.3. the Supplier is not providing advice via the Service, and the Customer must therefore undertake an independent evaluation prior to taking any action in reliance on the Service; and
 - 2.6.1.4. the Customer therefore uses the Service at its own risk.
- 2.6.2. to the maximum extent permitted by law, the Supplier makes no guarantee, warranty, representation or undertaking (whether express or implied) as to the accuracy, currency or completeness of the Service; or that the Customer's use of the Service will be uninterrupted or error-free or that the information obtained by the Customer through the Service will meet the Customer's particular requirements;
- 2.6.3. the Supplier shall have no liability for any delays, delivery failures or any loss or damage resulting from the transfer of data over communications networks and facilities, including the internet;
- 2.6.4. the provision of the Service shall not be construed to give rise to any duty of care or other duty of any kind between the Supplier and the Customer, or the Supplier and any other third party; and
- 2.6.5. the Service may be added to, updated, or otherwise changed by the Supplier at any time without notice to the Customer.
- 2.7. Time is not of the essence for the performance of the Service and it shall not be made of the essence by service of any notice by the Customer.
- 2.8. The Supplier shall have no liability or responsibility to the Customer under this Agreement if the Supplier is prevented from or delayed in performing (in whole or in part) its obligations pursuant to this Agreement as a result of a Force Majeure Event.
- 2.9. The sole remedy of the Customer for breach by the Supplier of clause 2.2 shall be a pro rata reduction in the Annual Fee, which will be:
 - 2.9.1. calculated as a pro rata percentage of the Annual Fee representing the period during which the Service was unavailable or access to the Site or the Content was interrupted, (excluding for this purpose periods of unavailability or interruption caused by (i) a Force Majeure Event or (ii) repairs, maintenance or updating of the Site (whether scheduled or unscheduled)); and
 - 2.9.2. deducted from the Annual Fee payable by the Customer in respect of the next Subscription Year or, if the Customer elects not to renew the subscription, refunded to the Customer upon expiry of the then current Subscription Year.
- 2.10. Third party websites, pages and documents (**Third Party Information**) to which the Service is linked or which the Customer may otherwise access through links on the Service are independent of the Service and

are for information only. Third Party Information has not been reviewed by the Supplier and is not in any way approved or endorsed by the Supplier. The Supplier has no responsibility for the content, availability or the Customer's use of Third Party Information, or the maintenance or updating of any links thereto. The Supplier accepts no liability or responsibility for any Losses and Expenses whatsoever that may be incurred by the Customer as a result of its or their use of or reliance on any Third Party Information, including content, products or services available on or through third party websites, pages or documents or any linking to the same.

- 2.11. The Service is protected by copyright, trade marks and other intellectual property rights owned by the Supplier or licensed to the Supplier. Other than as expressly provided in this Agreement, nothing in this Agreement grants or is intended to grant any right, title or interest in the Service.

3. Authorised Users

- 3.1. Access to the Services will be provided to the Customer by the Supplier on or shortly after the Commencement Date. Such access will be granted to an individual designated by the Client as the user of the Services ("Authorised User").
- 3.2. The Authorised User(s) shall be permitted to access the Site and the Content in accordance with this Agreement and the Terms of Use.
- 3.3. The number of Authorised Users shall not exceed the maximum number of Authorised Users (**Authorised User Maximum**).
- 3.4. Subject to clause 3.3, the Customer shall promptly notify the Supplier, in the format reasonably required by the Supplier, of:
 - 3.4.1. following entry into this Agreement, the details of persons whom it wishes to designate as Authorised Users; and
 - 3.4.2. from time to time:
 - 3.4.2.1. any changes to the details of existing Authorised Users;
 - 3.4.2.2. the removal of any existing Authorised User; and
 - 3.4.2.3. the proposed addition of an Authorised User.
- 3.5. The Supplier shall, in respect of Authorised Users to be added in circumstances where no increase to the Authorised User Maximum is required, as soon as reasonably practicable after receipt of a Notice in accordance with clause 3.4 and subject to the Customer's ongoing compliance with its obligations pursuant to this Agreement, notify the Customer of the Access Details for each such additional Authorised User.
- 3.6. If the Supplier in its reasonable opinion believes that Authorised Users are being removed and replaced with the intention of circumventing the Authorised User Maximum, the Supplier reserves the right to reject a Notice for changes to and/or the addition of proposed Authorised Users and direct the Customer to consider increasing the Authorised User Maximum in accordance with clause 3.7.
- 3.7. If the Customer wishes to increase the Authorised User Maximum:

- 3.7.1. the Customer shall notify the Supplier of the number of and details of the proposed additional Authorised Users, in a format reasonably required by the Supplier;
- 3.7.2. as soon as reasonably practicable following receipt of a Notice given under clause 3.7.1 the Supplier shall notify the Customer:
 - 3.7.2.1. confirming whether the proposed additional Authorised Users can be designated as Authorised Users and granted access to the Site; and
 - 3.7.2.2. if the Supplier has confirmed that the proposed additional Authorised Users can be granted access to the Site, of the amount of the increase in the Annual Fee payable by the Customer in respect of such additional Authorised Users for the remainder of the then current Subscription Year (the **Additional Annual Fee**); and
- 3.7.3. if the Customer notifies the Supplier that it accepts the Additional Annual Fee the Supplier shall issue an invoice for the same to the Customer and, following receipt by the Supplier of payment of the Additional Annual Fee in accordance with this Agreement:
 - 3.7.3.1. as soon as reasonably practicable, the Supplier shall issue Access Details for each additional Authorised User; and
 - 3.7.3.2. the proposed additional Authorised Users shall be deemed to be Authorised Users for the purposes of this Agreement and the Authorised User Maximum shall be deemed to be increased by the agreed number of additional Authorised Users.

4. Customer obligations

- 4.1. The Customer shall designate an administrative contact (the **Administrator**), who shall act as the primary contact for the Customer and be responsible for sending Notices. The Customer shall notify the Supplier of the name and contact details of the Administrator and shall notify the Supplier of any changes to the Administrator or their contact details.
- 4.2. Use of the Service (including access to and use of the Site and the Content) by the Customer and its Authorised Users is subject to this Agreement and the Terms of Use. The Customer shall procure that each Authorised User complies with the Terms of Use and shall be responsible and liable to the Supplier for any breach of this Agreement and the Terms of Use by any Authorised User or any other Associated Person.
- 4.3. The Customer shall (and shall procure that each Authorised user shall):
 - 4.3.1. at all times comply with this Agreement and the Terms of Use;
 - 4.3.2. promptly notify the Supplier if it discovers or reasonably suspects that the Service has been used or accessed by anyone other than the Customer or an Authorised User;

- 4.3.3. ensure that all Authorised Users are its Associated Persons and that only Authorised Users shall access or otherwise use the Site or any Content;
- 4.3.4. advise each Authorised User to treat the Access Details as Confidential Information, and not to share Access Details (in whole or in part) with any other person;
- 4.3.5. advise each Authorised User that their access to and use of the Site and the Content are subject to the Terms of Use and the Privacy Policy;
- 4.3.6. procure that an Authorised User immediately ceases accessing and using the Site and the Content:
 - 4.3.6.1. on ceasing to be an Authorised User or an Associated Person; or
 - 4.3.6.2. if the Supplier suspends or cancels an Authorised User's access to the Site and the Content pursuant to paragraph 3 of the Terms of Use; and
- 4.3.7. promptly notify the Supplier if it discovers or reasonably suspects that the Site or the Content have been used or accessed by anyone other than an Authorised User.
- 4.4. The Customer shall not (and shall procure that each Authorised User shall not):
 - 4.4.1. sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Service, or any backup copy, to third parties;
 - 4.4.2. use or provide the Service on a white-labelled basis, or otherwise for the benefit of a third party;
 - 4.4.3. use the Service in any manner inconsistent with the rights granted above;
 - 4.4.4. copy, modify or create derivative works of the Service;
 - 4.4.5. attempt to decompile, disassemble or reverse engineer the Service, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Service or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Service, including without limitation any such mechanism used to restrict or control the functionality of the Service;
 - 4.4.6. access all or any part of the Service in order to build a product or service which competes with the Service;
 - 4.4.7. licence sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Service available to any third party; or
 - 4.4.8. attempt to obtain, or assist third parties in obtaining, access to the Service other than as expressly permitted under this Agreement.

5. Mutual obligations

- 5.1. The Customer shall in accordance with industry standards, and at its sole cost, implement and maintain appropriate technological and organisational measures against computer viruses and malicious or harmful software on the hardware and software (excluding the Site's underlying software) that it uses to access the Service, including by installing appropriate anti-virus software on its systems.
- 5.2. The Supplier shall in accordance with industry standards, and at its sole cost, implement and maintain appropriate technological and organisational measures against computer viruses and malicious or harmful software on the hardware and software that it uses to provide access to the Service, including by installing appropriate anti-virus software on its systems.

6. Support Services

- 6.1. On request, the Customer shall be entitled to receive during the Subscription Year up to one hour of online training on the use of the SI Tracker if it has not previously received such training. The Supplier reserves the right to charge an additional fee for any additional training required by the Customer.
- 6.2. The Supplier shall at no additional cost to the Customer, provide the Customer with email or telephone based 'Helpline' support during business hours on the basis that usage will be fair and reasonable.
- 6.3. Use of these Support Services by the Customer is subject to the terms of this Agreement (including, but not limited to, the provisions set out in the SLA in Schedule 2).
- 6.4. The Supplier may amend the Support Services in its sole and absolute discretion from time to time provided that such amendments shall not materially and adversely impact on the Support Services. The Supplier may from time-to-time issue service level guides or other documentation that provides information about Support Services but such documentation is not contractually binding and is for information only and the terms of this Agreement only shall govern the provision of support by the Supplier.

7. Indemnity

- 7.1. The Customer indemnifies and holds harmless the Supplier from and against any and all Losses and Expenses the Supplier incurs as a result of (a) the Customer's or Authorised User's breach of this Agreement or the Terms of Use, or (b) any third-party claim against the Supplier arising from the Customer's or the Authorised User's actual or alleged misuse of the Service, Site or the Content.

8. Annual fee

- 8.1. The Customer shall pay the Annual Fee in respect of the Initial Term of 12 months to the Supplier prior to the Commencement Date.
- 8.2. Where a Customer places an Order on a subscription basis the Customer will be billed in advance on a recurring, periodic basis (“Subscription Year”).
- 8.3. In respect of any Renewal Term, the Customer shall pay the Annual Fee prior to commencement of each Subscription Year comprising the Renewal Term.
- 8.4. All payments by the Customer pursuant to this clause 8 shall be made:
(a) within 14 days from receipt of a valid invoice from the Supplier; or (b) in accordance with the payment terms and billing method specified in the Order; or (c) as otherwise notified by the Supplier from time to time.
- 8.5. The Supplier may, at any time after the first anniversary of the Commencement Date and on each anniversary thereafter, increase the Annual Fee, provided that the increase shall not exceed a percentage equal to the percentage increase in the Retail Prices Index as published, on the month (or relevant period) preceding the implementation of the increase, by the relevant national authority for statistics. Such increase shall be no more frequent than once in any 12-month period.
- 8.6. The Supplier may increase the Annual Fee after the provision of a 30-day written notice period to the Customer.
- 8.7. In the event that an increased Annual Fee is implemented in accordance with clause 8.6, the Customer shall be entitled to apply for the cancellation of the agreement before implementation of the increased Annual Fee. In the event that no cancellation of the Service is requested by the Customer within the 30-day notice period, the increased Annual Fee shall be implemented by the Supplier and any subsequent termination of the Agreement shall take place in accordance with clause 13.
- 8.8. The Annual Fee, and any additional charges, if applicable, will be stated exclusive of VAT which shall be charged in accordance with the relevant legislation and regulations in force at the time of making the relevant taxable supply and shall be paid by the Customer against receipt from the Supplier of a valid VAT invoice.
- 8.9. All amounts due under or in relation to this Agreement shall be paid in full without any deduction or withholding other than as required by law. Where any deduction or withholding is required by law, the Customer shall pay to the Supplier such additional sum as may be required in order that the net amount actually received and retained by the Supplier (after such deduction or withholding has been made) shall be equal to the full amount that would have been received and retained by the Supplier had no such deduction or withholding been required to be made. The Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier to justify withholding payment of any amount payable to the Supplier in whole or in part.

- 8.10. Provision of the Service is conditional upon receipt by the Supplier of all amounts due by the payment due date and, unless otherwise agreed in writing by the parties, the Supplier will have no responsibility or liability to provide the Service until such payment has been received.
- 8.11. Without prejudice to any other rights or remedies of the Supplier, if the Customer fails to make any payment due to the Supplier by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the then current base rate of the Bank of England and/or suspend operation of the Service until payment is received in full. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9. Warranties

- 9.1. Each party represents and warrants to the other that it has the requisite power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement when executed will constitute valid, lawful and binding obligations on it, enforceable in accordance with its terms.
- 9.2. The provisions of this Agreement are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose), all of which are hereby excluded by the Supplier to the maximum extent permitted by law.

10. Confidentiality

- 10.1. Each party undertakes that it shall keep strictly confidential and shall not at any time disclose to any person the Confidential Information of the other party, except as permitted by clause 10.2.
- 10.2. Each party may disclose the other party's Confidential Information:
 - 10.2.1. to its holding companies, employees, officers, representatives and advisers who need to know such information for the purposes of exercising the party's rights or the carrying out of its obligations in each case under or in connection with this Agreement, provided that each party shall procure that persons to whom it discloses the other party's Confidential Information in accordance with this clause 10.2.1 comply with this clause 10;
 - 10.2.2. if such Confidential Information is in or enters the public domain other than as a result of breach of this clause 10; and
 - 10.2.3. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, where reasonably possible, Notice shall be given to the other

party of such required disclosure and the party making such disclosure shall use reasonable endeavours to procure and enforce confidentiality undertakings in its favour from the relevant third party.

- 10.3. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 10.4. Neither party shall (a) refer to the other party in any publication (whether online or otherwise), or (b) use the other party's name or logos (including any trademarks) in any advertising or publicity material, in each case without the prior written consent of the other party.

11. Data protection

- 11.1. The Parties acknowledge and agree that, for the purposes of Data Protection Legislation, each party (to the extent it processes Personal Data received from the Customer) processes Personal Data as an independent Controller in its own right. Nothing in this Agreement is intended to construe either party as the Processor of the other party nor as joint Controllers with one another with respect to Personal Data.
- 11.2. Both parties undertake to comply with its obligations under the Data Protection Legislation. In so far as the Supplier processes any Personal Data, as defined by the DPA, on behalf of the Customer, the Supplier shall process the Personal Data only in accordance with these Contract Terms (for the purpose of performing its obligations under the Contract) and the Customer's instructions and having regard to the provisions of the DPA, or as is required by any law or any relevant regulatory body.
- 11.3. Each party shall implement appropriate technical and organisational measures to protect Personal Data to prevent unauthorised or unlawful processing of the Personal Data and accidental loss or destruction of, or damage to, the Personal Data.
- 11.4. The Supplier shall only use or disclose Personal Data received from the Customer of any Authorised User for the purposes of providing and improving the Service, provided that the Supplier may use or disclose Personal Data for its own purposes:
 - 11.4.1. as permitted by this Agreement;
 - 11.4.2. in accordance with the Privacy Policy; and
 - 11.4.3. as required by law or regulation.
- 11.5. The Supplier shall, without undue delay, notify the Customer within a reasonable time period of any actual or suspected non-trivial security breach relating to Personal Data and shall take adequate remedial measures as soon as reasonably possible.

12. Intellectual property rights

- 12.1. The Customer acknowledges and warrants that all Intellectual Property Rights in the Service belong and shall belong to the Supplier, and the

Customer shall have no rights in or to the Service other than the right to use it in accordance with the terms of this licence.

- 12.2. In consideration of the Annual Fee, the Supplier grants to the Customer a non-exclusive licence to use the Service for the Initial Term (and any applicable Renewal Term) as expressly set out in this Agreement.

13. Term and Termination

- 13.1. This Agreement shall commence on the Commencement Date and will remain in force for the Initial Term. Unless otherwise stated in an Order Form, the Initial Term is one year from the Commencement Date. This contract will automatically renew for additional one-year periods (the Renewal Term), unless one party gives the other not less than ninety (90) days prior written notice to expire at the end of the Initial Term or thereafter to expire on any anniversary of the end of the Initial Term.
- 13.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 13.2.1. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so;
 - 13.2.2. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 13.2.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 13.2.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
 - 13.2.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
 - 13.2.6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - 13.2.7. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- 13.2.8. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 13.2.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 13.2.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.2.3 to 13.2.9 (inclusive); and
- 13.2.11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 13.3. The Supplier may terminate this Agreement with immediate effect in the event that the Customer breaches any law, regulation or code which would cause reputational damage to the Supplier. In this event, the Supplier shall reimburse the balance of the Annual Fee to the Customer.

14. Consequences of Termination or Expiry

- 14.1. The termination or expiry of this Agreement:
 - 14.1.1. shall not affect any provision of this Agreement which is expressly intended to survive or to operate in the event of the termination or expiry of this Agreement (which shall include this clause 14 and clauses 1, 7, 10,11, clauses 15 to 22, and clauses 25,27 and 28); and
 - 14.1.2. shall not prejudice or affect the rights of either party against the other in respect of any breach of this Agreement or in respect of any monies payable by one party to the other in respect of the period prior to termination or expiry.

15. Liability

- 15.1. Nothing in the Agreement excludes or limits the Supplier's liability for (i) death or personal injury arising from the Supplier's negligence, (ii) the Supplier's fraud or fraudulent misrepresentation, or (iii) any other liability that cannot be excluded or limited under applicable law.
- 15.2. The Supplier will not be liable to the Customer for (a) loss of profits, (b) loss of sales or business, (c) loss of business opportunity, (d) loss of revenue, (e) loss of agreements or contracts, (f) loss of anticipated savings, (g) loss of or damage to goodwill, (h) wasted expenditure, (i) losses arising out of inaccuracies or omissions in the Content, (j) without prejudice to the Customer's rights under clause 2.8, loss or damage arising out of unavailability of the Content (k) without prejudice to clause 5.2, loss of use or corruption of software, data or information, or (l) any indirect or consequential loss or damage, even if the Supplier was aware that such loss or damage might be incurred by the Customer.

- 15.3. The total aggregate liability of the Supplier arising out of or in connection with this Agreement, the Terms of Use, the Service, the Support Services, or use of the Site or the Content whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances:
- 15.3.1. in each Subscription Year (and subject to clause 15.3.2 below), exceed an amount equal to the Annual Fee paid by the Customer in respect of the Subscription Year in which such liability arose;
 - 15.3.2. in aggregate across all Subscription Years and for any liability after termination or expiry of the Agreement, exceed an amount equal to the highest Annual Fee paid by the Customer.
- 15.4. The Customer acknowledges and agrees that:
- 15.4.1. the sole remedy (to the maximum extent permitted by law) of the Customer against the Supplier for any Losses and Expenses suffered or incurred by the Customer arising out of or in connection with this Agreement, the Terms of Use, the Support Services or the Service by the Customer shall be a claim for breach of this Agreement; and
 - 15.4.2. all other remedies in tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement, the Terms of Use, the Support Services or the Service by the Customer are excluded to the maximum extent permitted by law.

16. Anti-corruption

- 16.1. The Supplier hereby warrants and agrees to the Customer that:
- 16.1.1. it shall not (and shall ensure that its staff shall not) engage in any acts of bribery or corruption contrary to any applicable laws (including the UK Bribery Act 2010), rules or regulations;
 - 16.1.2. it has appropriate policies and procedures in place to ensure that no such acts of bribery or corruption take place; and
 - 16.1.3. it shall immediately notify the Customer in writing if any violation or any suspicion of a violation of these policies arises.

17. Anti-slavery

- 17.1. The Supplier represents and warrants on an ongoing basis throughout the continuance of the Agreement that:
- 17.1.1. neither its officers or employees has been convicted of any offence involving slavery and human trafficking; and
 - 17.1.2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

18. Notices

- 18.1. Notices to be given by one Party (Sender) to the other Party (Recipient) under this Agreement must be in writing and sent by first class mail or by email or delivered personally to the address given in this Agreement (or otherwise notified during the term of this Agreement).
- 18.2. Any Notice shall be deemed to have been served:
 - 18.2.1. if delivered by hand, at the time and date of delivery shown on the delivery receipt kept by the Sender;
 - 18.2.2. if sent by recorded delivery or registered post, seventy-two hours from the date of posting (such date as evidenced by proof of postage kept by the Sender);
 - 18.2.3. if sent by email and received by the server hosting the email address to which it is sent:
 - 18.2.3.1. between 9:30am and 5:30pm (business hours) on a Business Day, when it is so received; and
 - 18.2.3.2. outside of business hours, at 9:30am on the next Business Day after it is so received.

19. Priority

- 19.1. If there is any conflict or inconsistency between any provision of this Agreement and any provision of the Terms of Use, this Agreement shall prevail to the extent of the conflict or inconsistency.

20. Variation

- 20.1. No variation of this Agreement shall be effective unless made in writing and signed by each of the parties or by their duly authorised representatives.

21. Severance

- 21.1. Each of the provisions of this Agreement operates separately. If any provision or part-provision of this Agreement is deemed invalid, illegal or for any reason unenforceable then that provision or part-provision will be deemed deleted and will not affect the validity and enforceability of the remaining provisions or part-provisions of this Agreement.

22. Remedies cumulative

- 22.1. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of any rights or remedies provided by law.

23. No partnership or agency

- 23.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between either of the parties, constitute either party as agent for the other, nor authorise either party to make or enter into any commitments for or on behalf of the other.

24. No waiver

- 24.1. The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

25. Costs

- 25.1. Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement.

26. Counterparts

- 26.1. This Agreement may be entered into by the parties in any number of counterparts. Each counterpart shall, when executed and delivered, be regarded as an original, and all the counterparts shall together constitute one and the same instrument. This Agreement shall take effect once it has been executed by both parties.

27. Third party rights

- 27.1. A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

28. Assignment

- 28.1. The Customer may not assign, novate, transfer, sub-licence, declare a trust of, mortgage, charge or deal in any other manner with this Agreement, or with any of its rights or obligations under it, without the prior written consent of the Supplier.
- 28.2. The Supplier may assign, novate, or transfer any of its rights or obligations under this Agreement to another legal entity by giving written notice to the Customer. The Customer will enter into any agreement reasonably required to effect any of the above.
- 28.3. Notwithstanding clause 28.2, the Supplier may sub-contract any or all of its obligations under this Agreement without giving notice to the Customer.

29. Entire agreement

- 29.1. This Agreement and the Terms of Use constitute the entire agreement between the parties in relation to the subject matter. This Agreement and the Terms of Use replace and extinguish all prior agreements, draft agreements, arrangements, collateral warranties, collateral contracts, statements, assurances, representations and undertakings of any nature made by or on behalf of the parties, whether oral or written, in relation to that subject matter.

- 29.2. Each party acknowledges that in entering into this Agreement and the Terms of Use it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party in relation to the subject matter of this Agreement and the Terms of Use at any time before its signature of this Agreement (together Pre-Contractual Statements), other than those which are set out in this Agreement.
- 29.3. Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.
- 29.4. Nothing in this clause shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

30. Governing law jurisdiction

- 30.1. This Agreement, and any dispute or claim arising out of or in connection with it (including any dispute or claim relating to non-contractual obligations), shall be governed by, and construed in accordance with the law of England and Wales.
- 30.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement (including any non-contractual disputes or claims).

Schedule 1: Authorised User – Terms of Use

These Terms of Use have legal effect between you and Hansard Society Limited (the Hansard Society).

Terms of use

The Hansard Society provides the Service as defined in our agreement with you ('the **Agreement**').

These Terms of Use apply to you, no matter how you access the Service. Please read these Terms of Use carefully before using the Service.

These Terms of Use also apply to an Associated Person (as defined in the Agreement). You are responsible for the Associated Person's use of the Service.

By using the Service, you agree to comply with and be bound by these Terms of Use and agree that you have read and understood them and the documents they refer to. If you do not agree with these Terms of Use, you must not access or use the Service.

Use of the service

You may only use the Service in accordance with the Agreement and these Terms of Use.

Unless otherwise permitted, you may not:

- sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer the Service or the materials on it in whole or in part, or as a component of any other product or service;
- use the Service or the materials on it to create any derivative works or competitive products;
- allow any third parties to access, use or benefit from the Service or materials on it in any way; or
- use any programmatic, scripted or other mechanical means to access the Service or the materials on it.

Access details

You must keep your account details safe and treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user login details or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us by contacting us at contact@hansardsociety.org.uk.

Information on this site

The content on the Service is provided for your information only.

The Service is an aggregation of information primarily from external sources, including government and parliamentary sources, and the Hansard Society cannot verify the completeness or accuracy of the content produced from such sources. Although we make reasonable efforts to update the information on the Service, given the nature of the sources from which the Service information is drawn we make no representations, warranties or guarantees, whether express or implied, that the content on the Service is accurate, complete or up to date.

Website links

Where the Service contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. Please note, we have no control over the contents of those sites or resources.

Limitation of liability

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

Other than as expressly set out in the Service Level Agreement in Schedule 2, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Service; or
- use of or reliance on any content displayed on the Service.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Your personal information

We will only use your personal information as set out in our [privacy policy](#).

Intellectual property rights

The Hansard Society and its licensors own and reserve all intellectual property rights in the Service (including, but not limited to, all copyright), and you agree that you will not do anything to infringe or prejudice those rights.

The Hansard Society grants you a non-exclusive licence to reproduce in any form or by any means, print off, copy, circulate, download or store any materials from the Service in the ordinary course of your business

Suspension of use

In its entire discretion, the Hansard Society may suspend your user account and access to the Service if it believes you are using or have used the Service in breach of these Terms of Use or the Agreement.

Changes to these terms of use

The Hansard Society may post changes to these Terms of Use via the Service, and such changes shall be effective from the next time you use the Service.

Schedule 2: Service Level Agreement

Availability and maintenance

1. The Supplier shall use reasonable endeavours to make the Service available to the Customer, except for during:
 - 1.1. planned maintenance carried out during the maintenance window of Saturday 02:00am GMT to Sunday 20:00pm GMT, in respect of which the Supplier shall provide the Customer with an advance maintenance alert; and
 - 1.2. unscheduled maintenance performed outside the maintenance window (above), during which case the Supplier would communicate maintenance updates to the Customer and use its best endeavours to provide the Service in a different, temporary format.

Modifications and changes to the Service

2. The Supplier shall notify the Customer at least 48 hours in advance of any substantial changes to the Services and the Supplier reserves the right to make minor modifications and / or improvements to the functionality of the Service without notice to the Customer.

Interruptions to the Service

3. In the event that the Service is unavailable, or access to the Site or the Content was interrupted, for reasons other than a Force Majeure Event or a planned or unscheduled maintenance under paragraph 1 of this Schedule:
 - 3.1. for more than 24 hours, the Supplier shall reimburse the Customer a pro rata share of the Annual Fee for the downtime endured. By way of example, if the Service was unavailable for 3 days, the Customer would receive 3 days' reimbursement; and
 - 3.2. for more than 5 working days, the Customer shall be entitled to terminate this agreement and recover the Annual Fee on a pro rata basis for the downtime endured.
4. In the event that the Supplier removes the Service, it shall notify the Customer and reimburse the balance of the Annual Fee to the Customer.

Support Services: training and 'helpline'

5. In respect of a request made by the Customer in accordance with this Schedule for support in relation to the Service (a Support Service Request), the Supplier shall:
 - 5.1. provide up to one hour of online training on the use of the SI Tracker, if the Customer has not previously received such training, at a date and time mutually agreed upon by both parties and whenever possible within 10 business days of the request being received;
 - 5.2. make reasonable endeavours to respond substantively on the same or next Business Day to 'Helpline' Support Requests received during business hours

(9:30am until 5:30pm) by email (to contact@hansardsociety.org.uk) or telephone (to 0203 925 3979);

6. The purpose of the Helpline is to give the Customer general assistance in its use of the Service, for example by assisting the Customer in understanding the process/procedures as set out in the SI Tracker. The Supplier will not provide advice on substantive matters of policy in relation to particular Statutory Instruments or other legislation.
7. The Supplier does not warrant or represent that assistance provided as part of the Support Service will be comprehensive or complete.
8. Unless the Supplier agrees otherwise, the duration of each telephone call is limited to approximately 20 minutes.
9. The Helpline is provided on the basis that usage will be fair and reasonable. The Supplier reserves the right to monitor the Customer's usage and if the Supplier, in its absolute discretion, determines that the Customer's usage of the Helpline is excessive it may either (i) request that the Customer modifies its usage or (ii) limit or withdraw the use of the Helpline on written notice to the Customer.

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