

## Law Society Library Lawdocs Service

### Terms and Conditions

1. Your agreement is with the Law Society of 113 Chancery Lane, London WC2A 1PL (the **Society**).
2. Definitions

**Charge** – the charge applicable for the Service as set out at <http://www.lawsociety.org.uk/advice/library-services/lawdocs/>

**Conditions** – these terms and conditions

**Customer** – a person placing an order for the Service ('person' including individuals or any legal or commercial entity or undertaking)

**Order** – a request by a Customer for the Service

**Service** – the delivery of copied material (known as 'Lawdocs')

**Copies** – copied material supplied as part of the Service.

### *These Conditions*

3. By placing an Order, the Customer agrees to these Conditions.
4. These Conditions shall apply to and be deemed to be incorporated into all contracts for the Service to the exclusion of any terms or conditions contained or referred to in any documents proffered by the Customer or implied by trade, custom and practice or course of dealing, unless specifically agreed to in writing by the Society.
5. The Society reserves the right to make changes to these Conditions at any time and the Customer will be subject to the Conditions in force at the time the Customer places an Order.

### *Orders*

6. An Order is an offer to purchase Service from the Society. There will be no contract between the Society and Customer unless and until the Society confirms acceptance of the Customer's Order. The Society shall not be bound to accept any Order, and may decline any Order without giving a reason.
7. If there is a problem with your Order (for example, if it is not received, pages are missing, it cannot be read), you must notify us within 14 days of the Order being placed, and return the Copies within 14 days thereafter. As long as you do so, no Charge will be made, or if you have already paid, a full refund will be provided. However, the full price will be payable, and no refunds can be given, if problems are notified or Copies are returned outside of these time periods.
8. Copies may not be resold, hired out or otherwise disposed of for valuable consideration.
9. Where Copies are supplied in electronic form:
  - 9.1 they will be available for no more than 14 days,
  - 9.2 they may not be forwarded once downloaded to a desktop, and
  - 9.3 only a single copy may be printed.

10. Where Copies are supplied under license from the Copyright Licensing Agency Limited, the Copyright Licensing Agency Limited may take action against you to enforce the restrictions under Clause 8. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to Clauses 8 and 10 to the extent necessary to ensure this.

11. Where you request Copies for the purposes of parliamentary or judicial proceedings, then the terms in this Clause 11 shall apply.

11.1 You warrant and undertake that the making by the Society of the Copies and the supply to you by the Society of the Copies:

11.1.1 will be for the purposes of parliamentary or judicial proceedings; and

11.1.2 will not result in the infringement of any intellectual property rights, including copyright, of any third party.

11.2 It is understood and agreed that there is no warranty and undertaking either express or implied on the part of the Society that Copies will be free from any infringement of any intellectual property rights, including copyright, of any third party.

#### *Termination*

12. If the Customer is an individual placing an Order for non-business reasons they have the right to cancel the Order, without charge, by notice in writing at any time within 14 days of the Order being placed. Please note this right will cease if the Society start working with the Customer's consent within that time.

#### *Warranties and Liability*

13. The Customer will indemnify the Society against all proceedings, costs, expenses, liabilities, loss or damage arising out of any breach or negligent performance or failure in performance by the Customer of any of the Customer obligations or warranties under these Conditions.

14. Nothing in these Conditions shall affect the Customer's statutory rights if the Customer is a consumer, or limit or exclude the Society's liability for death or personal injury caused by negligence, fraudulent misrepresentation and any other liability which cannot lawfully be excluded or limited by English law.

15. To the maximum extent permitted by law, the Society expressly excludes all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

16. The Law Society expressly disclaims all liability and responsibility for any economic loss (including loss of profits, contracts, income, revenue, goodwill or anticipated savings), and any special, indirect or consequential loss, even if foreseeable and the Society had been advised of the possibility of the same.

17. The Society's total liability to the Customer in respect of all causes of action arising out of or in connection with these Conditions and the Services, whether for breach of contract, tort (including, without limitation, negligence), misrepresentation or otherwise, shall not exceed the Charge.

18. For the avoidance of doubt, the Customer agrees that the Society shall not be liable for any costs, damages, liabilities and demands howsoever arising from any reliance by the Customer on the information contained in Copies.

*General*

19. Subject to Clause 10, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions, and they are not intended to, and do not, give any third party any right to enforce any of their provisions.
20. If any term of these Conditions is deemed unenforceable for any reason that term shall be severed and shall not affect the validity of the remaining terms of these Conditions.
21. No variation of these Conditions will be valid unless confirmed in writing by an authorised signatory of the Society.
22. These Conditions of Supply shall be governed by and construed in accordance with the laws of England and both you and the Law Society agree to submit to the non-exclusive jurisdiction of the courts of England.

1 March 2013