

Law Society Library Research 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 Research Work as set out at

<http://www.lawsociety.org.uk/advice/library-services/contact/>

Conditions – these terms and conditions

Customer – a person placing a Research Request with the Society ('person' including individuals or any legal or commercial entity or undertaking)

Pre-Paid Bundle – five hours worth of Research Work paid for by a Customer at least one week before they begin to use them

Research Request – a request by a Customer for Research Work

Research Work – research carried out by the Society's library on behalf of a Customer pursuant to a Research Request

3. These Conditions

3.1 By placing a Research Request with the Society, the Customer agrees to these Conditions.

3.2 These Conditions shall apply to and be deemed to be incorporated into all contracts for Research Work 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.

3.3 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 a Research Request.

4. Research Requests and Research Work

4.1 A Research Request is an offer to purchase Research Work from the Society. There will be no contract between the Society and Customer unless and until the Society confirms acceptance of the Customer's Research Request. The Society shall not be bound to accept any Research Request, and may decline any Research Request without giving a reason.

4.2 When the Customer places a Research Request, they will be required to confirm the maximum amount of time they wish the Society to spend on Research Work. If the Research Work cannot be completed within that time, the Society will contact the Customer and seek authorisation before spending further time on Research Work.

4.3 The Customer is responsible for checking the result of any Research Work, and shall notify the Society if it fails to conform to the Research Request immediately upon receipt of the said result.

5. Prices and Payment

5.1 By placing a Research Request with the Society, the Customer agrees to pay the Charge either by credit or debit card or by using a Pre-Paid Bundle.

5.2 The Charge is payable immediately upon the Customer being informed either that the Research Work is complete or that the Society has been engaged in Research Work for the time authorised by the Customer.

5.3 The Society may require the Charge to be paid in advance of Research Work being carried out.

5.4 All prices are expressed to be exclusive of any VAT payable unless otherwise stated.

5.5 If the Customer fails to make payment when due, the Society may charge interest at Barclays Bank's base rate plus 3% on any outstanding amounts that remain unpaid for more than 14 days from when the Customer was first asked to pay.

6. Termination

Either the Society or the Customer may terminate the contract at any time immediately on notice to the other, whereupon the Charge applicable for any Research Work carried out to that point shall be payable immediately.

7. Warranties and Liability

7.1 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.

7.2 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.

7.3 The 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.

7.4 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 any Research Work, whether for breach of contract, tort (including, without limitation, negligence), misrepresentation or otherwise, shall not exceed the Charge.

7.5 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 results of the Research Work.

7.6 The Society does not guarantee any result of any Research Work, and for the avoidance of doubt the Charge is not based on results but time.

7.7 The Research Work does not constitute legal advice, and should not be relied on as such.

8. General

8.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 these Conditions are not intended to, and do not, give any third party any right to enforce any of their provisions.

8.2 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.

8.3 No variation of these Conditions will be valid unless confirmed in writing by an authorised signatory of the Society.

8.4 The Conditions shall be governed by and construed in accordance with the laws of England, and the Society and Customer agree to submit to the exclusive jurisdiction of the English courts.

1 March 2013