



ICLR

Terms and Conditions: Academic Subscribers

These terms and conditions (“**Terms and Conditions**”) apply if you are an academic institution. If you are a business customer or a consumer, the ‘General Subscribers Terms and Conditions apply (available at <https://www.iclr.co.uk/about/terms-and-conditions/general-subscribers/>)

These Terms and Conditions explain the legal terms on which we provide our products and services to you (whether you order through the website or otherwise (e.g. using an order form)).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING ANY ORDER WITH US (WHETHER THROUGH THE WEBSITE OR OTHERWISE). YOU WILL BE ASKED TO CONFIRM YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS BEFORE PLACING YOUR ORDER. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU WILL NOT BE ABLE TO ORDER FROM US.

Please note that: (a) we only use personal information in accordance with our Privacy Policy (available at <https://www.iclr.co.uk/about/terms-and-conditions/privacy-and-cookies/>) and (b) our website uses cookies, as further detailed in our Cookies Policy (available at: <https://www.iclr.co.uk/about/terms-and-conditions/cookies-policy/>). In addition, use of our website is governed by our Website Terms of Use (available at <https://www.iclr.co.uk/about/terms-and-conditions/website-terms/>) and you agree to comply with its terms. Please read these documents carefully as they contain important information about our practices and your use of our products and services.

You should print a copy of these Terms and Conditions for future reference. If you are unable to access the Terms and Conditions in full, or if you are having difficulty reading them, please contact us and we will assist you.

1. ABOUT US AND OUR PRODUCTS AND SERVICES

1.1 We are the Incorporated Council of Law Reporting for England and Wales, a company limited by guarantee (company number 00005034). Our registered address is Megarry House, 119 Chancery Lane, London WC2A 1PP and our VAT number is 232390976.

1.2 If you have any questions or experience any problems with your order, please contact us and we will be happy to assist you: E-mail: subscriptions@iclr.co.uk, Telephone: +44 (0)207 242 6471.

1.3 In these Terms and Conditions, references to “we”, “us”, “our” or “ICLR” mean us, the Incorporated Council of Law Reporting for England and Wales. References to “you” and “your” mean you, the person or organisation ordering from us (including anyone authorised by you to use our products or services).

1.4 We publish the law reports of the judicial decisions of the courts of England and Wales. We make these, and other reports published or otherwise made available by us under various titles from time to time (“**Reports**”), available for you to purchase in print (“**Printed Reports**”) or to access online (“**Online Reports**”). To access the Reports you need to purchase a subscription (“**Subscription**”) from us.

1.5 Where a Subscription to the Online Reports is purchased, we may make additional services available, in our sole discretion, from time to time (“**Online Service**”). The Online Service will be included within the Subscription where stated on the Order Form.

2. PLACING ORDERS

2.1 You can place an order to purchase a Subscription by contacting us and completing our paper order form (“**Order Form**”).

2.2 To place an order to purchase a Subscription using our Order Form, you will need to complete and sign the Order Form and return it to us (“**Offline Order**”). Please note that this does not mean that your Offline Order has been accepted. Your submission of a signed Order Form represents an offer by you to purchase the relevant Subscription from us. Your order is only accepted, and a binding contract formed, in accordance with section 2.3.

2.3 Your order is only accepted for Offline Orders, when we sign the Order Form or if we invoice you for the Subscription described in the Order Form, whichever is the earlier, and this is the point that a binding contract is made between you and us, subject to and incorporating these Terms and Conditions and the Order Form (the “**Contract**”).

2.4 We suggest you print off a copy of these Terms and Conditions and that you keep a copy of the Order Form and any correspondence between you and us for your records. We do not file a copy of the Contract between you and us.

3. THE REPORTS

3.1 Within 10 working days of the date of the Contract, we will send you a copy of any Printed Reports within your Subscription and/or access details for the Online Reports and/or the Online Service (as applicable). The risk in any Printed Reports and the responsibility to insure them will pass to you when the relevant Printed Reports are delivered to you.

3.2 Unless otherwise stated on the Order Form:

3.2.1 in the case of Online Reports, your Subscription shall include all available archives of the relevant Online Reports since the date of their first publication; and

3.2.2 in the case of Printed Reports, your Subscription shall include those Printed Reports identified in the Order Form. During the relevant Subscription Period (as defined in section 5 below), we will send you all monthly or weekly parts of the Printed Reports produced in the relevant Subscription Period.

4. YOUR USE OF THE REPORTS AND THE ONLINE SERVICE

4.1 You may, and may permit any Authorised Users (if applicable) to subject to these Terms and Conditions, use the Reports and Online Service (as applicable) to which your Subscription relates, in accordance with these Terms and Conditions, for the following purposes:

4.1.1 academic research or study (including use in scholarly publications and presentation of such research at academic conferences);

4.1.2 providing academic services to students;

4.1.3 providing professional advice in connection with a lawful trade or profession (including providing professional legal services to your clients);

4.1.4 citing and/or arguing cases before a Court of law; and

4.1.5 exercising any judicial office or function,

(together the “**Permitted Purposes**”).

4.2 You may, as required for the Permitted Purposes and as permitted by law:

4.2.1 read, search, view, download and print the Reports (as applicable);

4.2.2 copy, quote and excerpt insubstantial extracts from the Reports; and

4.2.3 on a reasonable and occasional basis, distribute full case reports in electronic format to third parties, provided that such extracts and/or case reports are appropriately cited and credited (including acknowledging the source and ownership of the copyright in the same).

4.3 The activities permitted by section 4.2 above are subject to a “fair usage” limit and we reserve the right to suspend your access to the Online Reports and/or the Online Service if you are found to be abusing such limit.

4.4 You are not permitted to:

4.4.1 re-sell the Reports (or parts of them) or the Online Service;

4.4.2 modify the content of the Reports or the Online Service;

4.4.3 remove, conceal or obliterate any copyright or other proprietary notices included on the Reports or the Online Service; or

4.4.4 store any Online Reports in any form of database whether current or archival which is intended for the storage, and/or provision to its users, of access to know-how (save that, for the avoidance of doubt, this shall not prevent you storing information and/or the Online Reports on a temporary basis on a learning portal or other internal educational resource provided that access to the portal/resource is restricted to enrolled students only).

4.5 You must comply, and ensure all Authorised Users comply, with all applicable laws relating to your use of the Reports and the Online Service.

Authorised Users

4.6 Where the Order Form sets out a number of authorised users, this means the number of individuals at the location specified in the Order Form who are authorised by you to access the Online Reports and/or the Online Service (as applicable) (“**Authorised Users**”).

4.7 You will use all reasonable endeavours to:

4.7.1 ensure that all Authorised Users comply with these Terms and Conditions and, in particular, with this section 4; and

4.7.2 prevent unauthorised access to the Reports and/or the Online Service (as applicable).

4.8 In relation to the Authorised Users, you undertake that the maximum number of Authorised Users that you authorise to access and use the Online Reports and/or Online Services (as applicable) shall not exceed the number set out in the Order Form.

Indemnity

4.9 You agree to indemnify us fully and hold us harmless from, all claims, costs, damages, losses and expenses (including all reasonably incurred legal expenses) incurred by us, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise arising out of or in connection with: (a) any failure by you or any Authorised User to comply with the provisions of this section 4; (b) the provision of extracts or full case reports to third parties by you or any Authorised User (other than in accordance with these Terms and Conditions) ; or (c) otherwise arising

out of or in connection with any breach of the Contract by you or any Authorised User. You are only liable under this section 4.9 for the acts or omissions of your Authorised Users to the extent that you have failed to comply with your obligations in sections 4.7 and 4.8.

Audit

4.10 We may, from time to time, undertake certain checks to monitor your compliance with these Terms and Conditions (and, in particular, with this section 4). You agree to provide us or our designated auditor with such information and cooperation as we may reasonably request in relation to such audit. We reserve the right to terminate the Contract immediately if we reasonably consider that you, or any Authorised User, has persistently or materially failed to comply with the provisions of this section 4.

5. SUBSCRIPTION PERIOD

Contracts made via Offline Orders

5.1 In relation to Contracts made via Offline Orders, the “Subscription Period” means:

5.1.1 in relation to Printed Reports: the Subscription Period will commence on 1 January and shall end on 31 December in the year specified in the Order Form; and

5.1.2 in relation to Online Reports and the Online Service (as applicable): the Subscription Period will commence on the date your order was accepted (unless otherwise stated in the Order Form) and shall last for a period of twelve (12) months from that date (or for such other period as may be set out in the Order Form); or

5.1.3 such other period of time specified in your Order Form.

6. SUBSCRIPTION FEE AND PAYMENT

6.1 You must pay the subscription fee detailed in the Order Form (as applicable) or as notified to you from time to time (“Subscription Fee”). We reserve the right to suspend or cancel your access to the Reports and/or the Online Service until you have paid the Subscription Fee for the Subscription Period.

6.2 Once you have paid the Subscription Fee for the Subscription Period, you will not be entitled to receive any refund for that Subscription Period, regardless of whether the Contract is terminated in accordance with section 11.

6.3 Unless otherwise specified in the Order Form or on our website, the Subscription Fee is exclusive of VAT and any applicable delivery costs, which will be added to the total amount due.

6.4 Unless you pay the Subscription Fee by cash, credit or debit card when you place your order, we will invoice you for the Subscription Fee (by email or letter). Unless otherwise specified in the Order Form, you will pay each invoice in full within 30 days of the invoice date.

6.5 For clarity, all subscription fees quoted on the website are for a calendar year. Despite our best efforts, some subscription fees and other prices listed on our website may be incorrect. We are under no obligation to provide the Reports and/or the Online Service to you at the incorrect (lower) price, even after we have sent you a confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

7. INTELLECTUAL PROPERTY

7.1 Without prejudice to the copyright and other intellectual property rights (“IPR”) (if any) which the Crown or any third party may own in the transcripts or reports from which the Reports are derived, all IPR in the Reports (in whatever format) and the Online Service belong to us and/or our third-party licensors. All such rights are reserved.

7.2 You acknowledge and agree that nothing in the Contract shall have the effect of transferring the ownership of any IPR in the Reports and/or the Online Service (or any part of them) to you or any third party. You agree not to do anything which is inconsistent with our ownership or which is otherwise likely to prejudice our IPR.

7.3 You will promptly inform us if you become aware of:

7.3.1 any unauthorised use of the Reports and/or the Online Service;

7.3.2 any actual, threatened, or suspected infringement of any of our IPR in the Reports and/or the Online Service; or

7.3.3 any claim by any third party that the Reports and/or the Online Service infringe the IPR of any other person.

8. CONFIDENTIALITY AND PRIVACY

8.1 Due to the nature of the products and services we provide, certain information is valuable to us and we have to ensure that this information is protected. When we refer to “**Confidential Information**” in these Terms and Conditions, we mean: the terms of the Contract, all matters relating to or connected with the operation of the Contract and all information or data belonging to us that is of a confidential nature that comes into your possession or knowledge as a consequence of the Contract (including details of our pricing practices).

8.2 You agree to keep the Confidential Information confidential at all times and you will not use or disclose any Confidential Information except: (a) strictly as required to perform your obligations under the Contract; or (b) with our prior written consent.

8.3 The provisions of section 8.2 shall not apply to Confidential Information which: (a) you are able to prove was already in your possession without an obligation of confidence at the date it was received or obtained; (b) you obtain from another source independent of the Contract; (c) comes into the public domain otherwise than through your default or negligence; (d) is independently developed by or for you; or (e) you are required to disclose by law, or by any governmental, public authority or other regulatory body (including for the purposes of compliance with any mandatory

disclosure or audit obligations) provided that you will, if lawful and practicable, supply a copy of the required disclosure to us before it is disclosed and incorporate any amendments or additions that we may reasonably request.

8.4 You will use all reasonable endeavours to ensure that your personnel, sub-contractors, agents and Authorised Users comply the terms of this section 8.

We shall comply with all applicable Data Protection legislation including the EU Regulation 2016/679 (General Data Protection Regulation) and the United Kingdom Data Protection Act 2018, and whichever laws are applicable during the Subscription Period.

9. WARRANTIES

9.1 We warrant that we own or have obtained all necessary rights, licences or consents to provide the Reports and the Online Service (if applicable) to you in accordance with the Contract.

9.2 The Reports and Online Service (if applicable) are provided to you on an “as is” basis. All warranties, conditions or terms not set out in the Contract and which would otherwise be implied or incorporated into the Contract by statute, common law or otherwise are excluded to the maximum extent permitted by law. We make no warranty or representation that the Reports, the Online Service or any part of them are free from errors or omissions.

9.3 You are responsible for ensuring that your hardware and software are capable of accessing the Online Reports and/or the Online Service (as applicable). We shall have no liability to you for any failure to access the Online Reports and/or the Online Service (as applicable) as a result of compatibility and/or any other issues relating to your hardware and/or software.

10. LIABILITY

10.1 NOTHING IN THE CONTRACT SHALL OPERATE TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY TO THE OTHER FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

10.2 SUBJECT TO SECTION 10.1, OUR TOTAL AGGREGATE LIABILITY (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF OUR EMPLOYEES, AGENTS AND SUB-CONTRACTORS) TO YOU ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT (INCLUDING, WITHOUT LIMITATION, ANY USE MADE BY YOU OF THE REPORTS AND/OR THE ONLINE SERVICE (OR ANY PART OF THEM)), REGARDLESS OF THE FORM OF ACTION AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE SHALL UNDER NO CIRCUMSTANCES EXCEED A SUM EQUAL TO 100% OF THE SUBSCRIPTION FEE FOR THE SUBSCRIPTION PERIOD.

10.3 SUBJECT TO SECTION 10.1, WE SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, WASTED MANAGEMENT TIME, GOODWILL,

OR REVENUE, OR ANY LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWEVER ARISING, EVEN IF WE HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

10.4 SUBJECT TO SECTION 10.1, WE SHALL UNDER NO CIRCUMSTANCES HAVE ANY LIABILITY TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR INABILITY OR FAILURE TO PERFORM ANY LEGAL OR OTHER RESEARCH RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR RELATED WORK PROPERLY OR COMPLETELY; OR (B) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON THE REPORTS AND/OR THE ONLINE SERVICE.

10.5 THE REPORTS AND ONLINE SERVICE WE PROVIDE ARE NOT INTENDED TO AND DO NOT CONSTITUTE LEGAL OR OTHER ADVICE ON WHICH RELIANCE SHOULD BE PLACED. NO CLIENT-SOLICITOR/BARRISTER RELATIONSHIP IS FORMED BY VIRTUE OF OUR SUPPLY OF THE REPORTS AND/OR THE ONLINE SERVICE TO YOU.

11. TERM AND TERMINATION

11.1 The Contract between you and us will commence in accordance with section 2 of these Terms and Conditions and will continue until the end of the Subscription Period unless terminated earlier in accordance with this section 11.

11.2 Either you or we may (without prejudice to our or your other rights) terminate the Contract by giving written notice to the other party if: (a) the other party commits a material breach of any of its obligations under the Contract and (if such breach can be remedied) fails to remedy the breach within 30 days of the non-defaulting party's written notice to do so; (b) 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; (c) 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 its creditors; (d) 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; (e) 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); (f) the other party (being an individual) is the subject of a bankruptcy petition or order; (g) 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 (b) to (f) (inclusive).

11.3 We may terminate the Contract immediately on written notice to you if: (a) you fail to pay any amount due under the Contract on the due date for payment and you remain in default not less than 30 days after being notified to make such payment; or (b) any agreement between us and any third party provider of any part of the Reports

and/or the Online Service is terminated (in which case, we will refund such proportion of the Subscription Fee already paid by you as relates to the part or parts of the Subscription which will no longer be available to you).

11.4 Upon termination for any reason: (a) all rights granted to you under the Contract shall immediately cease; (b) you shall immediately cease all activities authorised by the Contract; (c) you shall immediately pay to us any sums due to us under the Contract; and (d) as soon as reasonably practicable, and in any event within 14 days following such termination, you shall destroy and, if requested, return to us any and all copies of any Confidential Information in your possession, custody or control and, if requested by us, certify to us that you have done so.

11.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry (including those under sections 4.4, 4.9, 7.1, 7.2, 8, 10, 11.4, 11.5, 12.4, 12.10 -12.14 (inclusive) of these Terms and Conditions) shall remain in full force and effect.

12. OTHER IMPORTANT INFORMATION

12.1 We may amend these Terms and Conditions from time to time. Every time you wish to place an order with us, you should check these Terms and Conditions to ensure you understand the terms and conditions which will apply at that time.

12.2 You shall not assign or transfer any of your rights or obligations under the Contract without our prior written consent.

12.3 We shall not be liable for any delay or failure to perform our obligations under the Contract to the extent that and for so long as such delay or failure results from circumstances beyond our reasonable control (an “**Event of Force Majeure**”). We will notify you as soon as reasonably practicable upon becoming aware of an Event of Force Majeure. If an Event of Force Majeure continues for a period exceeding two (2) months, we may terminate the Contract immediately on giving written notice to you.

12.4 The Contract is not intended to benefit anyone other than the parties to it and, in particular, no provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by a third party.

12.5 The Contract constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.

12.6 Each party acknowledges that in entering into the Contract it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings or representations which were made by or on behalf of the other party in relation to the subject-matter of the Contract at any time before it is made (together “**Pre-Contractual Statements**”), other than those which are set out expressly in the Contract.

12.7 Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements, but for section 12.5. Nothing in section 12.6 or this section 12.7 shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

12.8 The failure of either party to enforce or to exercise any term of the Contract does not constitute a waiver of such term and shall in no way affect that party's right later to enforce or to exercise it.

12.9 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section 12.9 shall not affect the validity and enforceability of the rest of the Contract.

12.10 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.11 Nothing in the Contract shall be deemed to constitute a partnership or joint venture, or create a relationship of principal and agent for any purpose between the parties.

12.12 These Terms and Conditions and any Order Form are made available in the English language only. The language of the Contract will be English.

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

12.14 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

13. MODERN SLAVERY, etc

13.1 In this section "Modern Slavery" has the same meaning as in Part 1 of the of the [Modern Slavery Act 2015 \(c. 30\)](#).

13.2 We warrant that in performing our obligations under this contract we will ensure that all applicable laws in relation to Modern Slavery have been followed and complied with by our employees, agents, and sub-contractors.

13.3 We will undertake to investigate or cooperate with any official investigation of Modern Slavery in connection with any of our operations and supply chains and to notify you as soon as practicable if we become aware of any such actual, suspected or anticipated Modern Slavery within our operations or supply chains.

13.4 In the event of any such notification as is referred to in section 13.3 you will be entitled to terminate the contract under section 11.3(a) on grounds of material breach of contract.

13.3 We will endeavour at all times to conduct our business in an ethical manner, and to manage our finances and investments in accordance with our Ethical Investment Policy, a copy of which will be supplied on request: E-mail: subscriptions@iclr.co.uk, Telephone: +44 (0)207 242 6471.

Terms and Conditions (Academic Subscribers) last updated 21 August 2023.