



ICLR

Terms of Use - for all users

These terms of use (together with the documents referred to in these terms of use) ("Terms of Use") explain the legal terms on which we allow you to use our Website www.iclr.co.uk ("Website"), whether as a guest or a registered user of our online services.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU START TO USE OUR WEBSITE AS THESE WILL APPLY TO YOUR USE OF OUR WEBSITE. BY ACCESSING, BROWSING OR OTHERWISE USING OUR WEBSITE, YOU CONFIRM THAT YOU ACCEPT THESE TERMS OF USE AND THAT YOU AGREE TO COMPLY WITH THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU SHOULD LEAVE OUR WEBSITE IMMEDIATELY AND YOU MUST NOT USE OUR WEBSITE AGAIN.

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/>). Please read these documents carefully as they contain important information about our practices and your use of our products and services. By accepting these Terms of Use, you consent to us handling your personal data and using cookies, as described in our Privacy and Cookies Policies.

We may amend these Terms of Use from time to time by amending this page. You should check this page regularly to ensure you understand the Terms of Use that apply at that time.

1. About us

1.1 We are the Incorporated Council of Law Reporting for England and Wales, a company limited by guarantee (company number 00005034) and we operate the Website. 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 using the Website, please contact us and we will be happy to assist you: E-mail: enquiries@iclr.co.uk / Telephone: +44 (0)207 242 6471.

1.3 In these Terms of Use, 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 using our Website.

2. Our Website

2.1 If you have purchased a subscription to our online services from us, we will make the online services available to you in accordance with our applicable terms and conditions of service (“Terms and Conditions“).

2.2 Our Website is made available free of charge. We use every effort to make our Website and the content on it available to you, however we cannot guarantee that our Website, or any content on it, will be available at all times, or that your access will be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice if circumstances beyond our reasonable control make this necessary. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.

2.3 You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use and that they comply with them.

2.4 WE DO NOT GUARANTEE THAT THE WEBSITE, OR ANY CONTENT ON IT, WILL BE FREE FROM ERRORS OR OMISSIONS. WE USE REASONABLE EFFORTS TO INCLUDE ONLY ACCURATE AND UP-TO-DATE INFORMATION ON THE WEBSITE; HOWEVER WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, CONCERNING SUCH INFORMATION.

2.5 The Website and the content on it are provided for general information purposes only. They 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 making the Website and the content on it available to you. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

2.6 Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources and we assume no responsibility for them. Your use of the linked websites or resources is entirely at your own risk. Any such links should not be interpreted as an endorsement by us of those linked websites or resources.

3. Your account and password

3.1 If you purchase a subscription to our online services, you will be [provided with] OR [asked to provide] an account username and password as part of our security procedures. You must treat such information as confidential and you must not disclose it to any third party.

3.2 If your subscription is a multi-user subscription, those persons authorised to access our online services by virtue of your subscription (“Authorised Users”) will be [provided with] OR [asked to provide] account user names and passwords as part of our security procedures. You will: (i) use all reasonable endeavours to ensure that such Authorised Users treat such information as confidential and do not disclose it to third parties; and (ii) ensure that the number of Authorised Users does not exceed the permitted number of users included within your subscription.

3.3 We reserve the right to change usernames and/or passwords at any time if required for security purposes. We will notify you of such changes as soon as reasonably practicable before making such changes. We have the right to disable any account user names and/or passwords, at any time, if in our reasonable opinion, you (or any Authorised User) fail to comply with any of the provisions of these Terms of Use.

4. Our rights

4.1 Without prejudice to the copyright and other intellectual property rights (if any) which the Crown or any third party may own in the transcripts or reports from which the reports published on our Website are derived, we are the owner or licensee of all intellectual property rights in the Website and its content, the ICLR name and mark and any ICLR product names. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

4.2 You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these Terms of Use and, if you purchase a subscription from us, as set out in the Terms and Conditions.

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4.4 Any communications or materials you send to us through the Website by electronic mail or other means will be treated as non-proprietary and non-confidential (other than communications in respect of the online services we provide to you if you purchase a subscription). We are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material for any purpose.

5. Our liability

5.1 Nothing in these Terms of Use excludes or limits our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

5.2 THE WEBSITE IS MADE AVAILABLE "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED.

5.3 SUBJECT TO SECTION 5.1, WE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO ANY USER FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH: (I) USE OF, OR INABILITY TO USE, OUR WEBSITE; OR (II) USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON OUR WEBSITE.

5.4 IF YOU ARE A BUSINESS USER, PLEASE NOTE THAT IN PARTICULAR AND SUBJECT TO SECTION 5.1, WE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY: (I) LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE (WHETHER DIRECT OR INDIRECT); (II) BUSINESS INTERRUPTION OR WASTED MANAGEMENT TIME; (III) LOSS OF ANTICIPATED SAVINGS; (IV) LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; (V) LOSS OR CORRUPTION OF DATA; OR (VI) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

5.5 WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR WEBSITE OR TO YOUR DOWNLOADING OF ANY CONTENT ON IT, OR ON ANY WEBSITE LINKED TO IT.

5.6 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of our online services to you if you have purchased a subscription from us. These are set out in our Terms and Conditions for Subscribers of ICLR Online.

6. Your conduct

6.1 You may use our Website for lawful purposes only. You may not use our Website: (i) in any way that breaches any applicable local, national or international law or regulation; (ii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (iii) for the purpose of harming or attempting to harm minors or others in any way; (iv) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Acceptable Use Standards (which are set out in section 7.1 below); (v) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or (vi) to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

6.2 You also agree not to access without authority, interfere with, damage or disrupt: (i) any part of our Website; (ii) any equipment or network on which our site is stored; (iii) any software used in the provision of our Website or services; or (iv) any equipment or network or software owned or used by any third party.

6.3 Other than to the extent permitted by applicable law, you shall not (and shall not permit any third party to): (i) decompile, reverse engineer, disassemble, or otherwise reduce the Website or any content on it to a human-readable form; (ii) modify or make any alterations, additions or amendments to the Website or any content on it; or (iii) combine the whole or any part of the Website or any content on it with any other software, data or material.

7. Interactive features

7.1 Whenever you make use of a feature that allows you to upload content to our Website, or to make contact with other users of our Website, you must comply with the following content standards (“Acceptable Use Standards”):

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material, violence, any illegal activity or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person or be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be likely to deceive any person or to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

7.2 You warrant that any contribution you make complies with the Acceptable Use Standards, and you will be liable to us and indemnify us for any breach of that warranty (this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty).

7.3 Any content you upload to our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

7.4 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

7.5 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Website.

7.6 We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the Acceptable Use Standards.

7.7 The views expressed by other users on our Website do not represent our views or values.

8. Viruses

8.1 We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access our Website and we recommend that you use your own virus protection software.

8.2 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

9. Governing law and jurisdiction

These Terms of Use are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over any disputes.

Thank you for visiting our Website.

Terms of Use last updated 27 October 2021.