

**Force IT Solutions Limited**

**and**

**The Subscriber**

**Agreement**

**relating to the provision and support of the Police Visual Handbook**

**THIS AGREEMENT** is made the **BETWEEN Force IT Solutions Limited** whose registered office is situated at 2 Ambassador Drive, Liverpool, Merseyside, L26 6LT (Company number 03300110) (hereinafter called "the Company") and the individual (hereinafter called "the Subscriber") to whom the Company have agreed to supply the Police Visual Handbook (hereinafter called "the Product"). The following terms and conditions govern the Subscribers use of the Product and the content available therein:

## 1. Grant

- 1.1 The Subscriber appoints the Company to provide the Product.
- 1.2 The Company hereby grants to the Subscriber a non-exclusive, non-transferable limited licence to access the Product for their exclusive use in accordance with the provisions of Clause 6.
- 1.2 The term of this agreement shall be one year and shall continue thereafter from year to year until terminated by the Subscriber in accordance with Clause 10 thereof.

## 2. The Product

- 2.1 On behalf of the Subscriber, the Company shall provide a digest of the selected criminal laws, by-laws and regulations of the United Kingdom and regulations and directives of the European Union (to the extent that they are directly applicable or of direct effect) in force from time to time and any instruments, Home Office directives and codes of practice, doctrines, practice and guidance notes issued by or on behalf of the Association of Chief Police Officers and the National Police Improvement Agency, other decisions and/or recommendations made in relation to the police service (the "Relevant Laws and Guidance").
- 2.2 Any alteration or amendment to the content of the Product required as a result of any change in the Relevant Laws and Guidance from time to time shall be incorporated in the Product and that the Product shall be amended accordingly

## 3. Delivery of the Product

- 3.1 Only the Subscriber is authorised by the Company to access and use the Product.
- 3.2 The Subscribers request for use of the Product is subject to acceptance by the Company and will be confirmed by the issue of a username and password to the subscriber.
- 3.3 Any username and password issued by the Company to a Subscriber is confidential to that user. Where it is suspected that any username and password is being used by someone other than the Subscriber, that username and password may be cancelled.
- 3.4 A username and password may restrict the user from accessing certain content.
- 3.5 Whilst the company endeavours to maintain continuous access to the Product, websites do sometimes encounter downtime due to server and, other technical issues. Therefore the Company will not be liable if this website is unavailable at any time. The Product may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible the Company endeavour to provide advance warning of maintenance issues but shall not be obliged to do so.
- 3.6 Content may be changed, added or withdrawn from the Product without notice.
- 3.7 The Subscriber must ensure that when having access to the Product, they are using those online services only in accordance with these terms and conditions.
- 3.8 Where the Subscriber is provided with access to the Product free of any charge, no obligation to continue to provide the Product is accepted by the Company and access to the Product may be withdrawn at any time without notice.
- 3.9 Authorised use of the Product is granted on the basis of the details provided by the applicant. Any misrepresentation of these details in order to gain subscription will result in immediate withdrawal of the facility and any other action deemed appropriate by the Company.

- 3.10 Any links to third party websites located on the Product are provided for convenience only. The Company have not reviewed each third party website and have no responsibility for such third party websites or their content. The Company does not endorse the third party websites or make representations about them or any material contained in them. Should the Subscriber choose to access a third party website linked from the Product, it is at their own risk.

#### **4. Conformity**

The cost of ensuring conformity with the Relevant Laws and Guidance shall be deemed to be included in the applicable contract price (i.e. the subscription hereinafter mentioned).

#### **5. Subscription**

- 5.1 The Subscriber shall pay an annual subscription of £5.00.
- 5.2 The Company shall be entitled at any time and from time to time (subject as mentioned below) after the expiry of the period of one year after the commencement date of this agreement increase the subscription by a rate not exceeding 2 per cent over the percentage increase in the Retail Prices Index published by the Central Statistical Office for the period from the commencement date of this agreement (in the case of the first such increase) or the date on which the immediately preceding increase came into effect pursuant to this Sub-Clause (in the case of the second or subsequent increase) provided further that no increase may be made pursuant to this Sub-Clause until a period of at least one year has elapsed since the date on which the immediately preceding increase came into effect pursuant to this Sub-Clause.
- 5.3 This Agreement continues for the term of the Subscription.
- 5.4 Prior to, or at, the end of the subscription period, no notification will be provided to the Subscriber by the Company electronically or otherwise of the need to renew the subscription.

#### **6. Use**

- 6.1 Except as provided in Sub-Clause 6.1.1 to 6.1.4, the Subscriber is otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or using content retrieved from the Product. Neither the Product nor any material derived from it is to be loaned or given to other officers or staff or to be used as the source material for the provision of guidance, policy or procedure to other officers or staff. It must not be used for any commercial purposes for gain or otherwise without the express permission of the Company.
- 6.1.1 The right to electronically display content from the Product is limited to the display of such content primarily to one person at a time.
- 6.1.2 The right to obtain a printout of content from the Product is limited to a printout of a reasonable portion of them obtained by using the normal printing commands of the Product or the Subscribers web browser software.
- 6.1.3 Subject to the extent expressly permitted by applicable copyright law the Subscriber may:
- 6.1.3.1 Make a printed copy of any page of the Product for their exclusive use as set out in Clause 6.1.4. providing each page is destroyed by shredding when no longer required.
- 6.1.3.2 Retrieve and store electronic copies of content provided storage is limited to the retrieval of a single copy of a reasonable portion of the content included in any individual file of the Product using the downloading commands of the Product or the Subscriber's web browser software. Storage of that copy in a readable form is limited to six months and must be for the exclusive use of the Subscriber as outlined in Clause 6.1.4.
- 6.1.4 Exclusive use of the Subscriber means for their own personal use, e.g. for the purpose of obtaining guidance or for personal study and research.

- 6.2 All right, title, and interest, including all copyrights and other intellectual property rights, in the Product and content, in both print and electronic forms, belongs to the Company. The Subscriber acquires no ownership of copyright or other intellectual property rights or proprietary interest in the Product, content, or copies thereof. Except as provided in this contract, the subscriber may not use the Product or content in any fashion that infringes the copyright or proprietary interests belonging to the Company.
- 6.3 The Subscriber may not remove or obscure the copyright notice or other notices contained in content retrieved from the Product.

## **7. Termination**

- 7.1 The Subscriber will notify the Company in writing a minimum of 90 days prior to the subscription renewal date of any intention to terminate subscription to the Product. If a termination notice is not received in accordance with the provisions of this Clause, the Subscriber will be deemed to have renewed their subscription for the following 12 months and will be liable to pay the Company the appropriate rate for the full period.
- 7.2 In the event of termination, any content derived from the Product under Clause 6 above must be permanently destroyed, if in a printed or hard media format, or erased, if in a digital or soft media format, on the date the subscription expires.

## **8. Warranty**

- 8.1 The Company represent and warrant that we have the right and authority to make the Product available pursuant to these terms and conditions.
- 8.2 The Company uses all reasonable commercial endeavours to ensure the accuracy of the Product but makes no warranties express or implied regarding the accuracy or completeness of the Product or its fitness for any purpose and expressly excludes any liability in respect thereof.
- 8.3 The Company does not warrant that the mode of delivery of the Product shall be free from all known viruses and the Subscriber is solely responsible for virus scanning the Product prior to introduction to the Database.
- 8.4 The Company warrants that there are and will be no disabling programs or devices neither in the Product nor in its mode of delivery.

## **9. Liability**

- 9.1 To the maximum extent permitted by law, the Company shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from Clause 9.1.1 to 9.1.6.
  - 9.1.1 Any errors in or omissions in the Product or any content available and not included in the Product.
  - 9.1.2 The unavailability or interruption to the supply of the Product
  - 9.1.3 A Subscribers use or misuse of the Product, irrespective of whether the Subscriber received any assistance from the Company.
  - 9.1.4 The use of any equipment in connection with the Product.
  - 9.1.5 The content of the Product.
  - 9.1.6 Any delay or failure in performance beyond the reasonable control of the Company.
- 9.2 The Company's liability to the Subscriber for breach of any condition or warranty implied under any law, which cannot be lawfully modified or excluded by this agreement, shall be limited to supplying the Product again. Any liability for loss or damage by negligence or of any other kind is reduced to the extent that the Subscriber caused or contributed to that loss or damage.
- 9.3 Subject to Clause 9.1, the total liability in connection with any other claim arising out of or relating to The Product or content shall not exceed the amount of the Subscribers actual direct damages. The Subscribers right to monetary damages in that amount shall be in lieu of all other remedies which the Subscriber may have.

- 9.4 Subject to Clause 9.1, the Company shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever, including, without limitation, legal fees, in any way due to, resulting from, or arising in connection with the Product, or the failure of the Company to perform its obligations, regardless of any negligence.
- 9.5 The Product is provided for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice or judgement.
- 9.6 Whilst every effort is made to keep the Product up to date, the Subscriber should obtain independent verification or advice before relying upon any piece of information in circumstances where loss or damage may result.

## **10. Miscellaneous**

- 10.1 These terms and conditions, including any additional terms, may be changed immediately by the Company giving notice or by written agreement.
- 10.2 The Company may suspend or discontinue providing its services without notice and pursue any other remedy legally available to it, if the Subscriber fails to comply with any of the obligations under these terms and conditions, or any additional terms.
- 10.3 The failure of the Company to enforce any provision in this agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 10.4 The Subscriber may not assign any rights or delegate any duties under these terms and conditions or any additional terms without the Company's prior written consent.
- 10.5 The Company will use personal information collected about the Subscriber for the purposes of providing access to the Product to users, providing customer support, billing and other similar activities related to the Product and keeping the Subscriber informed about products, services, offers and events and to improve the Product. Subscribers not wishing to receive such information should notify the Company in writing.
- 10.6 Personal information will not be sent to any other organisation.

## **11. Law**

The Contract shall be subject to and construed and interpreted in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the courts of England.

## **12. Entire Agreement**

Each party acknowledges that this Contract contains the entire agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees, servants or agents and has made its own independent investigations into all matters relevant to it. This Contract supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties.

## **13. Notices**

All notices and other communications to the Subscriber shall be in writing and shall either be sent by electronic mail or displayed electronically in the Product. Notices to the Subscriber shall be deemed to have been properly given on the date first made available, if displayed in our services, or on the date received, if delivered in any other manner.

## **14. Third Party Rights**

Nothing within this Contract shall confer upon any third party the right or benefit to pursue any term of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.