

Terms & Conditions of Supply and Use

By purchasing a JCT Construct Contract you ("Customer") accept the following Terms & Conditions of Supply & Use ("Agreement") and if you are doing so as an employee or agent of an entity, then "Customer" refers to the entity:

1. Interpretation

In this Agreement:

"JCT" means The Joint Contracts Tribunal Limited, a private company limited by guarantee incorporated in England & Wales under the Companies Acts (Registered No. 3540344), whose registered office is 28 Ely Place, London EC1N 6TD

"Licensed Material" means a JCT Contract available on the Website.

"Output Contract" means a PDF or print version of the Licensed Material output by Customer after completing the required sections and making any required amendments and includes a comparison document to the JCT Template.

"Prohibited Entity" means any entity or other person that develops, sells or promotes any document assembly product.

"Service" means the Software and Licensed Material available to Customer through the Website.

"Software" means computer software that enables the Licensed Material to be made available through the Website.

"Start Date" means the date on which Customer is given access to the Service.

"Subscription" means a licence to access and use the Service for a specified period in accordance with this Agreement.

"Supplier" means Thomson Reuters (Professional) UK Limited (Company No. 1679046). Registered in England and Wales. Registered office: Five Canada Square, Canary Wharf, London, EC2A 4EG.

"User" means either (a) an individual granted access to the Service or (b) each individual employed by or a partner of Customer, or contractor acting under Customer's direction in the ordinary course of Customer's business, in each case authorized to access the relevant Service

"Website" means means the website access point of the Service at www.jctltd.co.uk.

2. Grant of Licence and Access

(1) Supplier hereby grants to Customer a non-exclusive, non-transferable licence for the number of Users specified at the time of order to access and use the Service in accordance with this Agreement.

(2) Customer is solely responsible for maintaining security of Customer's details and passwords used to access the Service. Access details are not transferable, and shall be kept strictly confidential. Supplier may change access details with notice to Customer.

(3) The Agreement commences on the Start Date and will remain in force during the term of any Service. Unless otherwise agreed, the term of each Service (and any permission granted) is one year from the Start Date for that Service and will automatically renew for additional one year periods, unless one party gives the other not less than 30 days prior notice to expire at the end of the then-current term for that Service.

(4) Supplier may change the Service from time to time but will not change its fundamental nature.

3. Permitted & Restricted Use

(1) Customers may:

(a) complete the required sections online, edit the contract and download a draft copy of the Licensed Material in pdf format.

(b) view the Licensed Material on screen;

(c) invite other parties to view and edit the contract in the service;

(d) print, e-mail or otherwise distribute, draft versions of Output Contracts to the parties, parties' advisers and/or and court or tribunal in connection with the same, provided that such draft versions may only be distributed in non-editable PDF format and display a draft watermark on each page.

(e) Output a final version of an Output Contract in print or PDF format, in respect of which Customer will be charged the published fee on finalisation. The published fee for each contract is updated each year and is available at www.jctltd.co.uk.

(2) The Licensed Material may not be stored or used 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.

(3) Except as expressly permitted by this Agreement, **Customer may not:**

(a) transmit, sub-licence, copy, publish or resell, or permit others to transmit, sub-licence, copy, publish or resell, the Licensed Material either on its own or as part of other content (including, for the avoidance of doubt, third party online content

aggregators or databases that are accessible either free of charge or for a transactional or subscription charge), whether in print or digital form.

(b) modify or make any alterations, additions or amendments to the Licensed Material

(c) use or provide the Services in a white-labelled basis, or otherwise, for the benefit of any third party (other than third parties to the extent they are expressly permitted under the Agreement to receive access to the Services)

(d) combine the whole or any part of Licensed Material with any other software, data or material;

(d) Construct derivative works from the whole or any part of the Licensed Material; or

(e) sell, licence or distribute the Licensed Material (or any parts thereof) to third parties or use the Licensed Material as a component of or as a basis for any material offered for sale, licence or distribution; or

(f) enter any source document into the Service (for example, to create templates for contracts; or

(g) create any templates within or outside the Service from any JCT Contract (save that an amended version of a template may be stored by Users);

(h) access or use the Service to monitor its availability, performance or functionality, or for any other benchmarking or competitive purposes;

(i) use the Licensed Materials in conference or training proceedings;

(j) copy or distribute any Output Contract except for the purpose of obtaining tenders or negotiating a specific contract; provided, however, that this does not affect the legal requirement on local and public authorities, government councils and all public sector bodies to upload "draft" watermarked JCT contracts to their e-procurement sites in compliance with the Public Contracts Regulations 2015 and/or any other laws and regulations in force; or

(k) copy or distribute by any means whatsoever any Output Contract except that an Output Contract prepared for and, if relevant, executed by the parties to a specific construction project may be copied and distributed (including distribution by e-mail) to third parties so far as such copying is necessary for the purpose of that construction project.

(l) use JCT materials to develop, train, adapt, fine-tune, modify, or improve any artificial intelligence software or other technologies.

(4) Customer shall keep any Output Contracts (as permitted under this Agreement) secure and to prevent any third party duplicating or otherwise reproducing the same in whole or in part other than for the exercise of the rights granted by this Agreement, and shall prevent whether by act or omission such duplication or reproduction except as permitted by the terms of this Agreement.

(5) All Trade Marks included within the Service, expressly including "Sweet & Maxwell", "Thomson Reuters", "Epoq", "Rapidocs" and "JCT" are the property of Supplier or its Affiliates, Supplier's licensors or JCT, as the case may be. Supplier, Supplier's licensors and JCT, as the case may be, reserve all rights in their respective Trade Marks.

(6) All copies of Output Contracts must display the contract identifier. Customer shall not delete, erase, remove, deface or cover any trademark, trade names, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer, or other statement used on the Licensed Material. A breach of this clause by Customer shall be deemed a material breach of this Agreement.

(7) Customer may use the Software only as part of the Service, as limited by this Agreement.

(8) Customer may not copy, download, install, disclose, publish, distribute, communicate, commercialise, import, export or publicly display all or part of the original or any copy of the Software or its associated documentation, neither may Customer make any enhancements or other modifications to the Software or construct any derivative works of it. Customer may not reverse engineer, decompile, disassemble or otherwise translate the Software or attempt to derive the source code or underlying ideas, structure, organisation, processes or algorithms of the Software.

(9) Customer may not allow any Prohibited Entity to observe, access or use the Service through Customer.

(10) A comparison document, showing all the changes from the original JCT text, is available and must be provided with the contract by the contract creator to

all parties to the contract. A breach of this clause by Customer shall be deemed a material breach of this Agreement.

(11) All trials or testing of Services are subject to the terms of the Agreement, unless otherwise notified by Supplier.

4. Intellectual Property

(1) Any documentation or material printed or otherwise transmitted under this Agreement shall remain the property of Supplier or Supplier's licensors, as the case may be.

(2) All rights in the Licensed Material and Software which exist or may come into existence which are not specifically granted to Customer by this Agreement are expressly reserved to Supplier or Supplier's licensors, as the case may be.

(3) Crown Copyright material is reproduced with the permission of the Controller of Her Majesty's Stationery Office.

(4) The Licensed Material and Software are not sold to Customer and Customer shall not acquire any right, sale or interest in the Licensed Material and/or Software.

(5) Customer shall inform Supplier on becoming aware of any unauthorised use of the Licensed Material.

(6) Supplier may collect information related to Customer and Customer's use of the Service. Supplier may use this information to test, develop and improve the Services and to protect and enforce its rights under the Agreement, and may pass this information to JCT for the same purposes.

5. Charges

(1) Customer must pay the charges within 30 days of the date of invoice. Invoice disputes must be notified within 15 days of the date of the invoice.

(2) Except as otherwise specifically stated in the order form, Supplier may change the charges for our products and services. We reserve the right to (i) charge a late payment fee up to GBP25 for each invoice not paid by the due date or (ii) claim any and all compensation for late payment provided by law (including but not limited to statutory interest and related costs) and we also explicitly reserve any and all rights and remedies we may have in such case.

(3) You must pay additional charges if you exceed the scope of use specified in your order form, based on our current standard pricing.

6. Data Privacy

In this clause 6:

"Customer Personal Data" means Personal Data made available or uploaded into the Service by, or on behalf of, Customer, and processed by Supplier in connection with this Agreement.

"Controller" means a data controller or controller (as such term is defined in Data Protection Legislation).

"Data Protection Legislation" means the following legislation to the extent applicable from time to time: (a) the GDPR; (b) the Data Protection Act 2018 and any other laws applicable to data protection in the UK; and (c) any other similar national privacy law.

"GDPR" means the General Data Protection Regulation (2016/679).

"Personal Data" means personal data (as such term is defined in Data Protection Legislation) processed as part of the Service or in connection with this Agreement.

"Processor" means a data processor or processor (as such term is defined in Data Protection Legislation) that processes Customer Personal Data.

"Sensitive Personal Data" means sensitive personal data (as such term is defined in Data Protection Legislation).

(1) Each party will at all times comply with the Data Protection Legislation in respect of its processing of Personal Data.

(2) The parties acknowledge that, in relation to the Service, the Supplier may process Personal Data as a Processor to Customer and to JCT.

(3) The Supplier may process Personal Data for the purpose of or in connection with: (i) carrying out relevant diligence and administrative tasks prior to the provision of the Service; (ii) providing the Service; (iii) as permitted or required in accordance with law.

(4) **Supplier as Processor.** To the extent that Supplier processes Customer Personal Data as Processor of Customer pursuant to this Agreement, the following provisions of this clause 6(4) shall apply:

(a) The subject matter, nature and purpose of Supplier's processing of Customer Personal Data is set out, in respect of the Service in product information made available by Supplier from time to time at www.tr.com/privacy-information.

Information on the types of Customer Personal Data processed and the categories of data subjects is also available at such web address.

(b) Supplier, as Processor, will only process Customer Personal Data on the documented instructions of Customer unless required to process that Customer Personal Data for other purposes by applicable law. Where such a requirement is placed on Supplier, it shall provide prior notice to Customer unless the relevant law prohibits the giving of notice.

(c) Notwithstanding anything to the contrary in this Agreement, Supplier shall comply with the express obligations of a Processor as set out in Articles 28(3)(b) to 28(3)(h) inclusive of the GDPR, provided that: (i) Customer may not instruct Supplier to delete copies of data that it holds as Processor for JCT or on its own behalf as Controller; and (ii) the requirements of Article 28(3)(b) of the GDPR shall not apply to persons that Supplier is required by applicable laws or regulatory requirements to grant access to Customer Personal Data.

(d) Customer provides a general authorization to Supplier to engage further Processors to process Customer Personal Data. A list of those further Processors is available via publication on www.tr.com/privacy-information and Supplier shall give Customer notice of any intended addition to or replacement of those further Processors by updating that list from time to time. If Customer reasonably objects to a change to the list, at Supplier's option Supplier will either: (i) give Customer an opportunity to pay for a version of the relevant part of the Service without use of the Processor to which Customer objects; or (ii) terminate the provision of the affected part of the Service to Customer immediately upon notice.

(e) Customer acknowledges that it has the primary responsibility for the processing of Customer Personal Data and shall notify Supplier of any assistance it requires pursuant to Articles 28(3)(a) to 28(3)(h) of the GDPR inclusive. The parties acknowledge that such assistance will be provided following agreement between the parties on the scope and timing of such assistance, and the fees chargeable by Supplier for such assistance.

(f) Following a written request from Customer, Supplier shall, in fulfilment of its obligation to demonstrate compliance with this clause 6(4) (and any other relevant parts of clause 6), make available to Customer information on its processing of Customer Personal Data. At Supplier's discretion, such information may take the form of certificates, third party audit reports or other relevant information.

(5) **Transfers outside of the UK and EEA.** The parties acknowledge and agree that Supplier may transfer Customer Personal Data outside of the UK and EEA where permitted for that transfer under Articles 44 to 49 of the GDPR.

(6) **Customer-Provided Data.** Customer shall ensure that any Customer Personal Data has been collected and disclosed in accordance with Data Protection Legislation. When using the Service or accessing Supplier's systems or any other information held by Supplier, Customer shall ensure that it does not input, upload or disclose to Supplier, or allow any other third party to disclose on its behalf, any Sensitive Personal Data or irrelevant or excessive information about individuals.

(7) **Cooperation.** The parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of Personal Data.

(8) **Protective Measures.** Each party will maintain, and will require all Processors each such party engages to maintain, appropriate physical, technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access ("Security Breach"). Customer shall, without undue delay, notify Supplier of any actual Security Breach relating to Personal Data and shall take adequate remedial measures as soon as possible. Where Supplier acts as Processor of Customer, Supplier will notify Customer without undue delay of any actual Security Breach that may adversely affect Customer Personal Data.

7. Confidentiality

Confidential information received from each party will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either party to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the information is no longer deemed confidential under applicable law, whichever occurs first.

8. Warranties

(1) THE SERVICE IS SUPPLIED TO CUSTOMER ON AN "AS IS" BASIS AND HAS NOT BEEN SUPPLIED TO MEET CUSTOMER'S INDIVIDUAL REQUIREMENTS. EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS AND CONDITIONS, THE SERVICE IS

PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS.

(2) It is Customer's sole responsibility to satisfy itself that the Service will meet Customer's requirements and be compatible with Customer's hardware/software configuration. No failure of any part of the Service to be suitable for Customer's requirements will give rise to any claim against Supplier and/or its licensors.

(3) Whilst all reasonable care has been taken to exclude computer viruses, no warranty is made that the Service is virus free. Customer shall be responsible to ensure that no virus is introduced to any computer or network and shall not hold Supplier and/or its licensors responsible.

(4) Customer shall accept sole responsibility for and Supplier and/or its licensors shall not be liable for Customer's use of the Service.

(5) Supplier warrants to Customer that neither the Service nor its features infringe any industrial or intellectual property rights of any third party and that it holds itself the necessary rights to grant the rights specified in these Terms and Conditions.

9. Disclaimers

(1) **General Disclaimer.** All warranties, conditions and other terms implied by statute or common law are excluded to the maximum extent permitted by applicable laws. Unless expressly provided, the Service is delivered "as is" without warranty of any kind. Supplier does not warrant or represent that the Service (or services, information or material supplied to Supplier on which all or part of the Service depends) will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that all Faults will be corrected. Supplier shall not be liable for any damages resulting from any such Faults. Customer assumes sole responsibility and entire risk as to the suitability and results obtained from use of the Services, and any decisions made or actions taken based on the information contained in or generated by the Service. Customer is solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Service. In no event shall Supplier or its third party providers be liable for any penalties, interest or taxes assessed by any governmental or regulatory authority.

(2) **No Advice.** Customer understands that Supplier is an aggregator and provider of information (including opinions) for general information purposes only and does not provide financial, tax and accounting, medical, legal or other professional advice. Some Information may contain the opinions of third parties, and Supplier is not responsible for these opinions. Likewise, Supplier is not responsible for any damages resulting from any decisions of Customer, or anybody accessing the Services through Customer, that are made in reliance on the Service, including legal, compliance and/or risk management decisions. Customer agrees that it uses the Services at its own risk in these respects.

10. Limitation of Liability

(1) The limits on liability in clause 10(2) do not apply to: (a) a party's fraud, fraudulent misrepresentation, wilful misconduct, or conduct that demonstrates a reckless disregard for the rights of others; (b) negligence causing death or personal injury, or (c) a party's infringement of the other's intellectual property rights or Customer's use of Services beyond the usage permissions and restrictions granted under the Agreement. Nothing in this Agreement limits liability that cannot be limited under law.

(2) Other than in respect of the warranty given in clause 8(5), Customer's exclusive remedy and Supplier's (its Affiliates' and/or licensors') entire liability under this Agreement, if any, for any claim(s) for damages relating to the Service made against them individually or jointly whether based in contract or negligence shall be limited to the aggregate amount of the charges paid by Customer during the 12 month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those damages

(3) Neither party will be liable for any: (a) indirect, incidental, punitive, special or consequential Damages arising out of or in connection with the Agreement; (b) loss of data (except that Supplier shall be liable to restore data from any available back-ups); (c) loss or damage resulting from the inadequacy of security of data during transmission via public electronic communications networks or facilities (d) loss of profits (except with respect to the Charges); even if such Damages or losses in (a)-(d) could have been foreseen or prevented.

(4) Neither party will be liable for any Damages or failure to perform its obligations under the Agreement due to circumstances beyond its reasonable control. If such circumstances cause material deficiencies in the Service and continue for more than 30 days, either party may terminate any affected Service upon notice to the other party.

(5) Except for claims relating to improper use of the Service, no claim regardless of form which in any way arises out of this Agreement may be made, nor action based upon such claim brought, by either party more than one year after the basis for the claim becomes known to the party desiring to assert it.

11. Termination

(1) Supplier may on notice terminate, suspend or limit Customer's use of the Licensed Materials or the Service if (i) requested to do so by JCT, a court or regulator; (ii) Customer becomes or is reasonably likely to become insolvent; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of Customer obligations under the Agreement; a breach of our agreement with JCT; or a violation of JCT copyright or other rights or applicable laws. Supplier notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, will specify the actions required to reinstate the Service. If such actions are not taken or the cause cannot be remedied within 30 days, Supplier may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from Customer action or inaction.

(2) Supplier may obsolete the Service on reasonable notice. Supplier will have no obligation to provide or support the obsolete Service and the Service will terminate. Either party may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(3) On termination all rights to access the Service end immediately and Customer will not be able to access the Licensed Material or any Output Contracts. Customer should ensure that Customer's Output Contracts are completed and stored in accordance with this Agreement by the end of the notice period. Supplier will destroy all Customer content stored within the Service and Customer must delete all Licensed Material in its possession.

(4) The provisions of clause 11(3) in relation to the deletion of Licensed Materials shall not apply to:

(a) copies of Output Contracts stored in a database or other storage in either paper or electronic form which is not readily accessible, searchable or useable by its users and which is retained only for the purpose of proof at a later date (e.g. for purposes of litigation against Customer) that certain material was reviewed as part of a particular matter; and

(b) copies of Output Contracts related to an ongoing specific client transaction and/or cause of action, in which case such Output Contracts may be used to complete the said transaction only and thereafter may be stored in accordance with clause 11(3)(a).

(5) Termination of the Agreement will not (i) relieve Customer of its obligations to pay Supplier any amounts owed up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

12. General

(1) Supplier may without the prior written consent of Customer assign any benefit or transfer, delegate or sub-contract any of their duties and obligations under this Agreement.

(2) Supplier and its licensors shall be under no liability for any failure, delay or omission on its part if the same arises from any cause beyond Supplier's reasonable control including (but not limited to) acts of God, acts or regulations of government or other authorities, war, fire, strikes or other industrial disputes, power failure, failure of telecommunication lines connections or equipment, or failure or defects in any hardware or software owned or supplied by third parties.

(3) Any dispute arising between the parties under or in connection with this Agreement shall be construed in accordance with the laws of England and applicable intellectual property law and shall be subject to the non-exclusive jurisdiction of the English courts.

(4) Except as otherwise provided, all notices and correspondence must be given by email to Supplier at truki.legalonlinenotices@thomsonreuters.com or such other addresses as may from time to time be notified to Customer in writing; and to Customer at the email address provided at the time of order unless otherwise notified to Supplier in writing.

(5) Where the Customer is a body other than an individual the person signing or otherwise concluding this Agreement represents that s/he is authorised by the Customer to sign it for and on behalf of the Customer and to bind the Customer thereby.

(6) Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby.

(7) Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

(8) Any rights conferred on third parties pursuant to the Contracts (Rights of Third Parties) Act 1999 will be excluded except Supplier's affiliates and JCT benefit from Supplier's rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement. Supplier and Customer may cancel or vary the Agreement in accordance with its terms without the consent of any third party.

(9) Customer acknowledges that access to the Service and Licensed Material will commence on Supplier's acceptance of Customer's order and consequently Customer acknowledges that the right to cancel this Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will be lost.