

GENERAL TERMS AND CONDITIONS FOR USE  
OF THE WEBINAR SERVICE FOR THE INSTITUTE  
OF PRISON LAW EFFECTIVE AS OF 01.06.2011

THIS AGREEMENT is made BETWEEN:

**(1) Prisons org uk Ltd t/a The Institute of Prison Law of PO Box 757 Stockport SK2 9AS ('the Supplier'); and**

**(2) You ('the Customer').**

#### PURPOSE OF THIS AGREEMENT

The Customer wishes to employ the services of the Supplier to provide webinar services in relation to both the live and interactive, and pre-recorded, subject streams of web based seminars (known as 'Webinars'). In accepting the services the Customer agrees to be bound by the terms and conditions contained in this agreement (the "Agreement").

NOW IT IS AGREED as follows:

#### 1 DEFINITIONS

In this Agreement the following terms shall have the following meanings:

'Authorised Users' are employees and or members of the Customer(s) accessing the Webinar Event and Webinar Materials authorised by the Customer and Supplier who have paid a single supplement Fee;

'Fee' means the fees charged by the Supplier in relation to the provision of the Webinar Event and Webinar Materials in relation to an individual Authorised User;

'Services' means jointly the Webinar Event and Webinar Materials provided to the Authorised User;

"Webinar Event" means the interactive subject stream of 1 hour online seminar titled.

'Webinar Materials' means all course manuals and e-learning products, question banks, course notes and any other materials supporting the Webinar Event written by the Supplier or its third party suppliers as detailed in Schedule 1 to be supplied to the Authorised Users on payment of the Fee.

#### 2 FEES

The Customer shall pay to the Supplier a Fee of exclusive of VAT per Webinar Event. The Customer shall pay the Fee to the Supplier in advance of each Webinar Event. Subject to the terms of this Agreement the Customer shall be granted access to the Webinar Event.

#### 3 LICENCE

3.1 Subject to any Additional Terms (as defined below) which may apply for specific materials and payment of the Fee, the Supplier grants an Authorised User a non-exclusive, non-transferable, limited licence to access and use the Webinar Materials from time to time made available to the Authorised User for the purposes only of (i) research or study, (ii) providing professional services to the Authorised User's

clients, and (iii) providing academic services to students. This licence is subject to the following limitations:

(a) The right to electronically display Webinar Materials is limited to the display of such Webinar Materials primarily to one person at a time;

(b) The right to obtain a printout of the Webinar Materials is limited to a printout of a reasonable portion of the Webinar Materials (collectively, "Authorised Printouts"); and

(c) The right to retrieve and store machine-readable copies of the Webinar Materials is limited to the retrieval of a single copy of a reasonable portion of the Webinar Materials and storage of that copy in machine readable form for no more than 90 days, primarily for one person's exclusive use, to the extent the storage of those Webinar Materials is not further limited or prohibited by the Additional Terms.

3.2 To the extent expressly permitted by applicable copyright law and not further limited or prohibited by the Additional Terms, the Authorised User may make copies of Authorised Printouts and distribute Authorised Printouts and copies.

3.3 Except as specifically provided in Sections 3.1 and 3.2, the Authorised User is otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or using the Webinar Materials. All access to and use of the Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Services is strictly prohibited.

3.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Services (in both print and machine-readable forms) belong to the Supplier or its third party suppliers. The Customer and or the Authorised User acquires no ownership of copyright or other intellectual property rights or proprietary interest in the Services or copies thereof.

3.5 Except as specifically provided herein, the Customer and or the Authorised User may not use the Services in any fashion that infringes the copyright or proprietary interests therein.

3.6 The Customer and or Authorised User may not remove or obscure the copyright notice or other notices contained in the Services.

3.7 Other provisions that govern the Customer's and Authorised User's use of Webinar Materials are set forth in the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Services or the Webinar Materials (collectively, the "Additional

Terms"), all of which are incorporated by reference into this Agreement.

3.8 The Customer shall pay to the Supplier a Fee exclusive of VAT per Subscription. The Customer shall pay the Fee to the Supplier in arrears prior to each Webinar.

#### 4. ACCESS TO SERVICES

4.1 Only Customer's Authorised Users authorised by both the Supplier and the Customer shall be entitled to access and use the Services.

4.2 Content and features may be added to or withdrawn from the Services and the Services otherwise changed without notice.

4.3 The Customer must ensure that each person having access to the Services:(a) is an Authorised User; and (b) is using those Services only in accordance with this Agreement and the Additional Terms.

4.4 It is an express term of this Agreement that the Customer advises the Supplier how many Authorised Users shall be accessing the Webinar Event and the Webinar Materials. The Fee shall be based on the number of Authorised Users. In the event that the number changes the Customer shall immediately notify the Supplier of the same and pay the Supplier the additional amount due. In the event that the Customer fails to notify the Supplier of the correct number of Authorised Users the Supplier shall be entitled to treat such failure as a material breach of contract and terminate this Agreement immediately and pursue the Customer for all the Supplier's direct and consequential losses arising from the Customer's breach of contract including the Supplier's legal fees.

4.5 The Supplier will send to the Customer an email containing a unique URL to access the Webinar Event, which acts as confirmation of the Customer's order. If the Customer has ordered a Webinar Event for multiple users, it is the Customer's responsibility to distribute the URL to the additional Authorised Users within its organisation.

4.6 All reasonable efforts will be made to ensure that the Webinar Event take place on the advertised date and time. In the event that the Webinar Event does not take place, an alternative date/time will be scheduled. The Supplier reserves the right to substitute speakers and/ or content in relation to the Webinar where events beyond its reasonable control occur. The Customer accepts that there will be no right to any refund or cancellation in these circumstances.

4.7 The Customer consents to the Supplier monitoring the Authorised Users that access the Webinar Event, including the number of computers and their IP addresses to

ensure that the unique URL has not been distributed beyond those Authorised Users.

4.8 The Customer may substitute an Authorised User to view the Webinar Event at any time and at no extra cost, on the condition that: (a) The Customer does so in writing to [customer.services@prisons.org.uk](mailto:customer.services@prisons.org.uk); (b) The Customer/

Authorised User has not yet registered via the technology provider webinar database, thus activating their email address for the Webinar Event.

4.9 The Customer may select an alternative Webinar Event to replace one which has been cancelled, at no extra cost, on the condition that; (a) They do so in writing to [customer.services@prisons.org.uk](mailto:customer.services@prisons.org.uk); (b) They have not yet registered via the technology provider webinar database, thus activating their email address for the webinar.

#### 5. TERMINATION BY SUPPLIER

5.1 The Supplier may by written notice terminate this Agreement or suspend its performance of all or any of its obligations under it immediately and without liability for compensation or damages if: (a) the Customer/ Authorised User fails to comply with any of its obligations under this Agreement or any agreement or deed supplemental to it and the failure (if capable of being remedied) remains un-remedied for 7 days after being brought to the Customer's attention by written notice from the Supplier; (b) the Customer dies, becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt; (c) the Customer is guilty of any act which brings the the Supplier into disrepute or which in the Supplier's reasonable opinion is prejudicial to the Supplier's interests; or (d) the Customer purports to assign the burden or benefits or charge the benefits of this Agreement.

5.2 In all other circumstances with the exception of the above the Supplier may by written notice terminate this Agreement or suspend its performance of all or any of its obligations under it on serving of 2 weeks notice. The Supplier's only obligation in this event shall be the pro rata refund of any charges paid in advance.

#### 6 CANCELLATION BY THE CUSTOMER

6.1 Cancellation of a single Webinar Event.

Customers who have purchased a Webinar Event may cancel their booking, on the condition that: (a) they do so in writing to [webinar.cancellation@prisons.org.uk](mailto:webinar.cancellation@prisons.org.uk) within 7 working days of the online booking receipt being sent to them after online purchase - the receipt contains their unique "RC" reference which for cancellation purposes must be quoted – an automatic acknowledgement will

be sent to the Customer once the cancellation notice is received at the 'webinar.cancellation' email address, and if no receipt is received within one hour of sending the Customer **must** notify the Supplier by telephone on 08450 660011; AND (b) they, or any other users included in the order for the Webinar Event, have not yet downloaded any documents delivered in support of the webinar. Providing that these two conditions are met, a refund for the original price paid for the Webinar Event will be issued, less £25 administration fee.

## 7. LIMITED WARRANTY

7.1 The Supplier represents and warrants that it has the right and authority to make the Subscription available pursuant to this Agreement.

## 8. LIMITATION OF LIABILITY

8.1 To the maximum extent permitted by law, a Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Services or any Webinar Materials available or not included therein, (b) the unavailability or interruption to the supply of the Services or any features thereof or any Webinar Materials, (c) Customer's use or misuse of the Services or Materials (regardless of whether the Customer received any assistance from a Covered Party in using or misusing the Services), (d) the Customer's use of any equipment in connection with the Services, (e) the content of the Webinar Materials and the Service, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of its obligations under this agreement.

8.2 "Covered Party" means (a) the Supplier, the Suppliers' affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the Supplier or the Suppliers' affiliates; and (b) each third party supplier of the Webinar Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of the Webinar Materials or any of their affiliates.

8.3 The Supplier's liability to the Customer for breach of any condition or warranty implied under any law which cannot be lawfully modified or excluded by this Agreement shall, to the extent permitted by law, be limited at the Supplier's option to supplying the Services or Webinar Materials again or paying for their re-supply. Nothing in this Agreement is intended to exclude liability

for death or personal injury resulting from any negligence by the Supplier.

8.4 The Supplier's liability to the Customer for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that the Customer caused or contributed to that loss or damage.

8.5 SUBJECT TO CLAUSE 8.3, THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR WEBINAR MATERIALS SHALL NOT EXCEED THE AMOUNT OF THE CUSTOMER'S ACTUAL DIRECT DAMAGES. THE CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH THE CUSTOMER MAY HAVE AGAINST ANY COVERED PARTY.

8.6 SUBJECT TO CLAUSE 8.3, THE COVERED PARTIES 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 SERVICES, WEBINAR MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

8.7 The Services are provided for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgement or to provide legal advice with respect to particular circumstances.

8.8 Whilst reasonable efforts are made to keep the Services up to date, the Customer should obtain independent verification or advice before relying upon any piece of information in circumstances where loss or damage may result.

8.9 Any password / ID number issued by us to an Authorised User is personal and confidential to that Authorised User. If the Supplier suspects that any password / ID is being used by an Unauthorised User or a different Authorised User to the person to whom it was issued, that Password / ID may be cancelled.

8.10 The Customer agrees that in the event that the Customer breaches the Supplier's intellectual property contained in the Service it shall indemnify the Supplier for any actual or alleged infringement of any intellectual property right, including without limitation, trademarks, service marks, patents, copyrights, misappropriation of trade secrets or any

similar property rights. The Customer further agrees to indemnify and hold the Supplier's affiliates and their

respective officers, directors, employees and agents harmless from and against any and all liabilities, costs, losses, damages and expenses (including reasonable legal' fees) associated with such claim or action On condition that: (a) the Supplier shall promptly notify the Customer of any such claim or action; (b) the Supplier shall reasonably cooperate with the Customer in the defense of such claim or action at the Customer's expense; (c) the Customer shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise.

## 9 MISCELLANEOUS

9.1 CPD Points. The Webinar Event is accredited by the Solicitors' Regulation Authority and by the Bar Standards Board. The award of CPD hours is subject to satisfactory completion of a multiple-choice quiz at the conclusion of the Webinar Event. CPD certificates can only be issued to Authorised Users.

9.2 No waiver. A waiver by the Supplier of any breach by the Customer hereto of any terms, provisions or conditions of this Agreement or the acquiescence the Supplier hereto in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto.

9.3 Entire understanding. This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written, express or implied other than those contained in this Agreement.

9.4 Variation. No variation or amendment of this Agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.

9.5 Prior agreements. This Agreement is in substitution of all previous contracts, express or implied, between the Supplier and the Customer which shall be terminated by mutual consent from the Commencement Date.

9.6 Law and jurisdiction. This Agreement shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English courts in all matters regarding it except to the extent that the Supplier invokes the jurisdiction of the courts of any other country.

### 9.7 Notices

9.7.1 Any notice given under this Agreement shall be in writing and may be served: personally; by registered or recorded

delivery mail; by facsimile transmission; or by any other means which any party specifies by notice to the other.

9.7.2 Each party's address for the service of notices shall be the address set out above or such other address as he specifies by notice to the other party.

9.7.3 A notice shall be deemed to have been served: if it was served in person, at the time of service; if it was served by post, 48 hours after it was posted; and if it was served by facsimile transmission, at the time of transmission.

### 9.8 Contracts (Rights of Third Parties)

Subject to clause 9.11 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 9.9 Interpretation

In this Agreement words expressed in any gender shall where the context so requires or permits include any other gender.

9.10 No Assignment. The Customer may not assign its rights or delegate its duties under this Agreement without the Supplier's prior written consent.

9.11 Third Party Suppliers Each third party supplier of Webinar Materials has the right to assert and enforce this Agreement directly on its own behalf as a third party beneficiary.

### 9.12 Data Protection

9.12.1 The Supplier will use personal information collected about Authorised Users for the purposes of (a) providing access to and use of the Services to

Authorised Users, (b) providing customer support, billing and other similar activities related to the Services, and (c) keeping Authorised Users informed

about products, services, offers and upcoming events

and to improve the Supplier's services. The Supplier

may also provide personal information about Authorised Users to third parties for the purpose of providing Authorised Users with direct marketing offers which the Supplier thinks may be of interest. If the Authorised Users do not wish to receive information about other products, services, offers and events, notify the Supplier in writing.

9.12.2 In accordance with the Data Protection Act 1998, The Supplier will provide and export personal information about Authorised Users to other members of its company group, including Reed Elsevier Inc. in the United States, for the purposes of (a) providing access to and use of the Services to Authorised Users, and (b) providing customer

support, billing and other similar activities  
related to the Online Services.

Schedule 1

Webinar Materials

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