

IET PLATFORM GENERAL TERMS

Please refer to Schedule 1 for definitions and interpretation.

1 Grant of licence

- 1.1 Where the Licence Type on the Order Form is recorded as '**Perpetual**', the IET grants to the Licensee a non-exclusive, non-transferable, perpetual licence for the Licensee and its Authorised Users to:
- 1.1.1 access and use the Platform; and
 - 1.1.2 access, view and use the Licensed Materials,
- as permitted under the Agreement from the Licence Commencement Date (or payment of the Fee, if later) until the Agreement is terminated (the "**Licence**").
- 1.2 Where the Licence Type on the Order Form is recorded as '**Subscription**', the IET grants to the Licensee a non-exclusive, non-transferable licence for the Licensee and its Authorised Users to:
- 1.2.1 access and use the Platform; and
 - 1.2.2 access, view and use the Licensed Materials,
- as permitted under the Agreement from the Licence Commencement Date (or payment of the first annual Fee, if later) until the Agreement is terminated (the "**Licence**").
- 1.3 An exception to the Licence is Open Access Content. The specific and applicable licence terms will apply to the Open Access Content in place of the provisions in clauses 1.1 and 1.2 (Grant of licence) (as applicable). Where the Licensed Materials include any Open Access Content, this will be identified within the relevant material or content comprising the Licensed Materials that is Open Access Content.
- 1.4 Authorised Users, on their first access to the Platform, may be required to accept separate terms and conditions in order to proceed. Where those terms and conditions conflict with the Agreement, the Agreement will take precedence over those terms and conditions and shall govern the Authorised Users' use of the Platform and any Licensed Materials at all times.

2 Authorised users

- 2.1 The following Authorised Users may access the Platform and any Licensed Materials via the Access Option:
- 2.1.1 employees of the Licensee;
 - 2.1.2 students officially registered with the Licensee;
 - 2.1.3 persons with legal access to the Licensee's collections and facilities via the Licensee's secure network (including walk-in visitors authorised by the Licensee to use the Licensee's facilities at its premises); and
 - 2.1.4 such other persons as may be agreed with the IET and set out in the Order Form.

3 Licensee's responsibilities

- 3.1 The Licensee represents and warrants that:

- 3.1.1 it shall verify the status of the Authorised Users;
- 3.1.2 it shall not intentionally or knowingly allow or permit access to the Platform and/or any Licensed Materials to any third party, other than the Authorised Users;
- 3.1.3 it shall take all reasonable steps to prevent unauthorised access or use of the Platform and/or any Licensed Materials, including by having appropriate, industry standard, security measures in place at all times to ensure that the Platform and/or any Licensed Materials cannot be accessed by any third party, other than the Authorised Users, and the Licensee shall cooperate with the IET in the implementation of additional security measures reasonably requested by the IET;
- 3.1.4 it shall inform Authorised Users of, and use reasonable endeavours to ensure that it and the Authorised Users abide by, the permitted usage and restrictions on access to and use of the Platform and/or Licensed Materials. The Licensee shall use reasonable endeavours to monitor compliance with the terms of this Licence and shall: (i) notify the IET immediately on becoming aware of any unauthorised access to or use of the Platform and/or Licensed Materials by a third party; (ii) notify the IET immediately if it suspects or becomes aware of any breach by it or an Authorised User of the permitted usage and/or restrictions; and (iii) to the extent the Authorised User can be identified and/or Platform functionality permits, immediately suspend an offending (whether suspected or actual) Authorised User's access to the Platform and/or any Licensed Materials; and
- 3.1.5 it has obtained and shall maintain all necessary and applicable licences and consents to make use of any Licensed Materials.

4 Permitted use

- 4.1 The Licence permits the Licensee and the Authorised Users to:
 - 4.1.1 search, retrieve, display, browse and view the Licensed Materials through the Platform;
 - 4.1.2 download, save, print and copy the Licensed Materials; and
 - 4.1.3 quote extracts from the Licensed Materials (provided all such extracts are accompanied with an acknowledgement that they have been obtained from the Licensed Materials),

providing it is for non-commercial, educational (including teaching, tuition, instruction, learning, and private or group study) and research purposes only and complies with the doctrine of "fair dealing".
- 4.2 The Licensee is permitted to convert or adapt the Licensed Materials into suitable formats or forms to the extent necessary to enable access to the Licensed Materials by Authorised Users with impaired mental and/or physical abilities. The Licensee is permitted to provide the Authorised Users with access to such converted or adapted formats or forms for the purposes and usage permitted under the Licence.
- 4.3 The Licensee acknowledges that, unless otherwise agreed pursuant to clause 5.2 (Restrictions), it is, and the Authorised Users are, not permitted to access or use the Platform or any Licensed Materials for commercial purposes, and that the Platform and any Licensed Materials are not intended to form the basis of any commercial decisions. Accordingly, and without prejudice to clause 15 (Limitation of liability) and notwithstanding any approval given pursuant to clause 5.2 (Restrictions), the IET shall not be liable for the consequences of any commercial decisions made by the Licensee, Authorised Users or any third party on the basis of their access or use of the Platform and/or any Licensed Materials.

5 Restrictions

- 5.1 Other than as expressly permitted in the Agreement or except to the extent expressly permitted by (and at all times in accordance with) Applicable Law (including but not limited to the Copyright, Designs and Patents Act 1988), the Licensee and Authorised Users **shall not**:
- 5.1.1 provide access to and/or permit use of the Platform and/or any of its related systems and networks and/or the Licensed Materials by anyone, or transmit any part of the Licensed Materials by any means to anyone, other than an Authorised User;
 - 5.1.2 adapt, modify or otherwise amend in any way the: (i) Platform or any part of the Platform; and/or (ii) the Licensed Materials, including, where applicable, by removing, altering or obscuring any authors'/speakers' names, trade marks, patents, copyright notices, proprietary notices, acknowledgements, disclaimers or any other information that are included within the Platform and/or Licensed Materials or which relate to the Platform and/or the Licensed Materials;
 - 5.1.3 copy the Platform or any part of the Platform and/or systematically make: (i) printed or electronic copies of multiple extracts from the Licensed Materials; or (ii) multiple copies of any part of any of the Licensed Materials, in each case for any purpose;
 - 5.1.4 whether by way of an automated tool or bot or otherwise, download (or attempt to download or permit a download of) and/or make copies of any part of the Platform and/or the Licensed Materials for the purposes of systematic or automatic content scraping or extraction, indexing, deep-linking, or text or data mining any such content;
 - 5.1.5 use any portion of the Licensed Materials in connection with any Generative Artificial Intelligence System, including without limitation, to develop, train, program, improve, and/or enrich any such system or permit any third party to do any of the foregoing;
 - 5.1.6 prepare derivative works, download, reproduce, develop, publicly display, mount and/or distribute the Platform (or any part of the Platform) and/or any Licensed Materials whether in hard copy or on any electronic system or network, including the internet, other than on the Licensee's secure network and in such case only to the extent permitted by the Agreement;
 - 5.1.7 reverse engineer, translate, decompile, disassemble, alter, abridge or otherwise modify or attempt to modify: (i) the Platform or any part of the Platform, (including by attempting to derive and/or reconstruct the source code in any underlying software comprising the Platform); and/or (ii) the Licensed Materials or any part of them for any purpose whatsoever;
 - 5.1.8 without affecting the generality of any other restrictions under this clause 5.1 (Restrictions), access and/or use the Platform, or any part of the Platform for the purposes of: (i) building a competitive product or service; or (ii) copying any ideas, features, functions, or graphics of the Platform;
 - 5.1.9 distribute or transmit any viruses, malicious code or other harmful material into or via the Platform or the systems or networks of the IET and/or its licensors, or otherwise use the Platform and/or any Licensed Materials in connection with any thing, device or material which: (i) contains computer viruses or spyware or malware of any description; or (ii) is designed to adversely affect the operation of any computer hardware or software or any communications network;
 - 5.1.10 interfere, disrupt or attempt to interfere with or disrupt the integrity and normal and intended operation/performance of the Platform or the IET's (or its licensors')



systems or networks or the provision of services to any of the IET's other licensees including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

- 5.1.11 attempt to probe, scan, penetrate or test the vulnerability of the Platform or the IET's systems or networks;
 - 5.1.12 access the Platform in an unauthorised manner, including any attempt to breach the IET's security or authentication measures, or to access data relating to another licensee and/or authorised user;
 - 5.1.13 use the Platform in a way that consumes a disproportionate share of the resources of the systems or networks of the IET and/or its licensors;
 - 5.1.14 use the Platform in combination with other software, hardware, data products, processes or materials not provided by the IET or approved by the IET for such purpose;
 - 5.1.15 use or permit the continued use of the Platform in the event that the Licensee becomes aware of any actual or alleged infringement of third party rights;
 - 5.1.16 to the extent that the Platform includes functionality which enables the Licensee to input any data or information, in no circumstances input, or permit the input of, any infringing or otherwise unlawful or tortious content, information or data (including anything which violates third party privacy rights); and/or
 - 5.1.17 to the extent that the Platform includes any email functionality, not distribute or permit to be distributed any unsolicited commercial or non-commercial email and, to the extent that the Licensee is the data controller for any personal data input (or permitted to be input) into the Platform, comply the Data Protection Legislation in respect of such personal data.
- 5.2 Other than as expressly permitted in the Agreement or otherwise permitted under Applicable Law, the Licensee shall obtain the IET's explicit prior written approval (which may be withheld at the IET's sole discretion) in order to:
- 5.2.1 access or use all or any part of the Platform and/or any Licensed Materials for any type of commercial use or gain (including the sale, resale, sub-licence, loan, transfer or such other similar form of exploitation of the Platform and/or any Licensed Materials for monetary reward);
 - 5.2.2 systematically distribute the whole or any part of the Platform and/or any Licensed Materials to anyone other than the Authorised Users;
 - 5.2.3 publish, distribute or make available the Platform and/or any Licensed Materials, works based on the Platform and/or any Licensed Materials or works which combine them with any other material; and/or
 - 5.2.4 alter, abridge, adapt or modify the Platform and/or any Licensed Materials, except to the extent necessary to make them perceptible on a computer screen to Authorised Users.

6 Fees and payment

- 6.1 Where the Licence Type on the Order Form is recorded as '**Perpetual**':
- 6.1.1 The IET will invoice the Licensee for, and the Licensee shall pay, the Fee in advance of the Licence Commencement Date.

6.2 Where the Licence Type on the Order Form is recorded as '**Subscription**':

- 6.2.1 The IET will invoice the Licensee for, and the Licensee shall pay, the Fee for the first year of the Licence Term in advance of the Licence Commencement Date. The IET shall be entitled to invoice the Licensee for any subsequent Fees annually, in advance.
- 6.2.2 If the Order Form indicates that the Licence will auto-renew at the end of the Licence Term specified, then subject to clause 12 (Duration and termination), the Fee for each successive 12-month period shall be increased by the percentage specified on the Order Form (unless otherwise agreed in writing in advance of the relevant renewal date).
- 6.2.3 The Licensee shall pay to the IET the relevant Fee as set out in each invoice within 30 days of the date of the invoice.
- 6.2.4 If the Licensee fails to make any payment due to the IET by the due date for payment, then, without limiting any other rights or remedies that the IET may have, the IET may: (i) suspend or terminate the Licensee's access to the Platform and/or any Licensed Materials; and/or (ii) charge interest on the overdue amounts at the rate of 4% per annum above the Bank of England's base rate from time to time but at 4% a year for any period when that base rate is below 0%. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Licensee shall pay any interest together with the overdue amount.

6.3 The Fee is net of all Taxes howsoever arising. The Licensee shall pay any applicable Taxes incurred in connection with the Licensee's use of the Platform and/or any Licensed Materials and/or the rights granted under the Agreement, whether arising in the United Kingdom or in the country of the Licensee.

6.4 The IET may appoint a third party to invoice the Licensee for, and collect from the Licensee, the Fee and any applicable Taxes on behalf of the IET. Where this is the case, the IET will notify the Licensee of the third party appointed for these purposes. Payment of the Fee and any applicable Taxes by the Licensee to the appointed third party shall be deemed to satisfy the Licensee's payment obligations under this clause 6 (Fees and payment). The Licensee will provide evidence of such payment if required by the IET.

7 Trial period

7.1 Where the Licence Type on the Order Form is recorded as '**Trial Period**', the following provisions will apply:

- 7.1.1 The trial period will commence on the Licence Commencement Date and will last for the Licence Term.
- 7.1.2 In consideration of the Licensee agreeing to abide by the terms of the Agreement, the IET grants to the Licensee a licence on a subscription basis as per the terms set out in clause 1.2 (Grant of licence) (albeit no Fee shall be payable for the trial period) (the "**Licence**").
- 7.1.3 The Licensee and the Authorised Users are bound by and must comply at all times with the terms of the Agreement during the trial period.
- 7.1.4 The IET reserves the right to:
 - (i) cancel the trial period, and therefore, the Licence at any time.

- (ii) change or modify the Licensed Materials to which the Licensee has access during the trial period.

8 Intellectual property rights

- 8.1 The IET (and its licensors) retains all Intellectual Property Rights in the Platform. The Intellectual Property Rights in the Licensed Materials are either owned by or licensed to the IET (as may be indicated in the Licensed Materials). The Licensee acknowledges that it has no rights in respect of such Intellectual Property Rights other than the rights to use them granted pursuant to, but subject to the restrictions and limitations set out in, the terms of the Agreement.

9 The IET's rights and responsibilities

- 9.1 The IET shall provide support to the Licensee by email or by a telephone help desk, and assist the Licensee with general enquiries in connection with the Platform and/or Licensed Materials during the Support Hours.
- 9.2 The IET reserves the right at any time to:
- 9.2.1 change or update the Platform, including adding, changing, or removing any functionality of the Platform;
 - 9.2.2 withdraw from any Licensed Materials any item or part item for which the IET no longer retains the right to publish and distribute or which the IET has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or erroneous ("**Withdrawn Content**");
 - 9.2.3 withdraw and/or delete any of the Licensee's or its Authorised Users data or information, if the IET or its licensors reasonably believe such information or data may be infringing the rights (including Intellectual Property Rights) of any third party or otherwise in breach of Applicable Law;
 - 9.2.4 convert any of the Licensed Materials into fully open access content; and
 - 9.2.5 monitor the Licensee's and Authorised Users' use of the Platform and any Licensed Materials to ensure compliance with the Agreement.
- 9.3 If the IET withdraws content in accordance with clause 9.2.2 (The IET's rights and responsibilities):
- 9.3.1 the IET may at its option:
 - (i) provide a substitute for the Withdrawn Content;
 - (ii) (other than in respect of content which is defamatory, obscene, unlawful or erroneous) obtain for the Licensee (and Authorised Users) the right to continue accessing and using the Withdrawn Content in accordance with this Licence;
 - (iii) where the Licence Type on the Order Form is recorded as '**Perpetual**', reimburse such part of the Fee attributable to the Withdrawn Content;
 - (iv) where the Licence Type on the Order Form is recorded as '**Subscription**', reimburse such part of the Fee attributable to Withdrawn Content, pro rata for the period from the date the Withdrawn Content is removed until the end of the Licence Term.

- 9.3.2 the Licensee shall cease all use of the Withdrawn Content and shall take reasonable endeavours to delete all copies of the Withdrawn Content in its possession or control and shall certify to the IET that it has done so.
- 9.4 The Licensee acknowledges and agrees that the IET is reliant on the internet in order to enable access to the Platform and/or Licensed Materials and as such cannot guarantee: (i) that access to the Platform and/or Licensed Materials will always be available, uninterrupted or error free; or (ii) the performance of the Platform and/or Licensed Materials. Subject to the provisions of this clause 9.4 (The IET's rights and responsibilities) and clause 15.5.4 (Limitation of liability), the IET will use reasonable endeavours to make the Platform and/or Licensed Materials available to the Licensee and Authorised Users 24 hours a day, seven days a week, except for: (i) the maintenance periods set in clause 9.5 (The IET's rights and responsibilities); (ii) breakdowns due to incorrect usage of the Platform by the Licensee and/or Authorised Users; and (iii) an occurrence of a Force Majeure Event.
- 9.5 The IET or its licensors may:
- 9.5.1 carry out emergency maintenance on the Platform and/or any Licensed Materials as required; and
- 9.5.2 carry out scheduled routine maintenance on the Platform and/or any Licensed Materials, which the IET shall use reasonable endeavours to conduct outside of Support Hours and to minimise disruption,
- and the Licensee acknowledges and accepts that the Platform and/or any Licensed Materials may not be accessible during such time. In the event of unscheduled downtime, the IET's sole responsibility shall be to use its reasonable endeavours to restore (or procure the restoration of) access as soon as is reasonably practicable and the IET shall have no liability to the Licensee for such disruption.
- 9.6 The IET shall use its reasonable endeavours to correct (or procure a third party to correct) any material error or malfunction in the Platform and/or any Licensed Materials which has been brought to the IET's attention provided that such error or malfunction has not been caused due to any act or omission, in whole or in part, by the Licensee or any Authorised User.
- 9.7 Where the Licensed Materials purchased by the Licensee (whether under a specific package of Licensed Materials or otherwise) contain Future Content: in the event that the IET, for any reason, does not publish such Future Content (save where such Future Content is Withdrawn Content in which case, the provisions of clauses 9.2.2 and 9.3 (The IET's rights and responsibilities) shall apply), the IET shall:
- 9.7.1 notify the Licensee as soon as reasonably possible of the relevant part of the Future Content which will not be published;
- 9.7.2 so far as reasonably practicable, offer to the Licensee a substitute for the Future Content which will not be published; and
- 9.7.3 where a substitute is not available pursuant to clause 9.7.2 (The IET's rights and responsibilities):
- (i) where the Licence Type on the Order Form is recorded as '**Perpetual**', reimburse such part of the Fee attributable to the affected Future Content which is not published;
- (ii) where the Licence Type on the Order Form is recorded as '**Subscription**', reimburse such part of the Fee attributable to affected Future Content which is not published, pro rata for the period from the date the Future Content was expected to be published until the end of the Licence Term.

10 Warranties

- 10.1 Each party represents and warrants to the other that:
- 10.1.1 it has the necessary power and authority to enter into the Agreement;
 - 10.1.2 it possesses all licenses and other approvals necessary to perform its obligations under the Agreement.
- 10.2 The IET warrants that:
- 10.2.1 all Intellectual Property Rights in the Platform and/or Licensed Materials are owned by or validly licensed to the IET;
 - 10.2.2 so far as it is aware, the Platform and/or Licensed Materials do not, and use thereof by the Licensee and Authorised Users in accordance with the terms of the Agreement will not, infringe third party Intellectual Property Rights.
- However, this warranty does not extend to Open Access Content.
- 10.3 While the IET has no reason to believe that there are any inaccuracies or defects in the Platform and/or Licensed Materials, and save as expressly provided in the Agreement, the Platform and/or Licensed Materials are provided “as is” and all warranties, representations, conditions, terms and undertakings of any kind (including without limitation as to quality, accuracy, merchantability, capacity, performance, suitability for use or fitness for purpose) in relation to the Platform and/or any Licensed Materials, express or implied, whether by statute, common law, custom, trade, usage, course of dealings or otherwise are hereby excluded to the fullest extent permitted by law.

11 Suspected breach by Licensee or Authorised User

- 11.1 Where the IET:
- 11.1.1 receives notice from the Licensee in accordance with clause 3.1.4 (Licensee’s responsibilities); or
 - 11.1.2 has reasonable grounds to suspect that the Licensee and/or an Authorised User is in breach of the Agreement (or otherwise breaching the IET’s or its licensors’ Intellectual Property Rights),
- the IET may suspend the Licensee’s and/or (where not already suspended by the Licensee pursuant to clause 3.1.4 (Licensee’s responsibilities)) the offending Authorised User’s access to the Platform and/or Licensed Materials and carry out an investigation.
- 11.2 The Licensee will assist the IET’s investigation and provide all necessary information as reasonably required by the IET.
- 11.3 Where the IET is satisfied no breach of the Agreement has occurred, the IET will notify the Licensee and:
- 11.3.1 where the Licensee has suspended access (in accordance with clause 3.1.4 (Licensee’s responsibilities)), permit the Licensee to reinstate the Authorised User’s access to the Platform and/or Licensed Materials.
 - 11.3.2 where the IET has suspended access (in accordance with clause 11.1 (Suspected breach by Licensee or Authorised User)), promptly reinstate the Licensee’s and/or Authorised User’s access to the Platform and/or Licensed Materials.

- 11.4 Where a breach has occurred, and the breach is (in the opinion of the IET):
- 11.4.1 capable of remedy, the Licensee will comply with the IET's reasonable instructions to remedy the breach (in the timeframe stipulated by the IET, acting reasonably) and prevent future recurrences. Once remedied, the IET will promptly reinstate the Licensee's and Authorised User's access to the Platform and/or Licensed Materials. However, failure by the Licensee to remedy the breach in the stipulated timeframe will be deemed a material breach.
 - 11.4.2 not capable of remedy or is significant in nature, it will be deemed a material breach.
- 11.5 The Licensee shall not be entitled to a refund of any Fee during any period of suspension.
- 12 Duration and termination**
- 12.1 Where the Licence Type on the Order Form is recorded as '**Perpetual**', the Agreement shall commence on the Effective Date and shall continue unless otherwise terminated in accordance with this clause 12 (Duration and termination).
- 12.2 Where the Licence Type on the Order Form is recorded as '**Subscription**', the Agreement shall commence on the Effective Date and shall continue until the end of the Licence Term when it shall terminate unless:
- 12.2.1 the Order Form indicates that the Licence will auto-renew, in which case, subject to payment of the Fee in full, the Agreement shall be automatically renewed for successive 12-month periods (each a "**Renewal Term**") provided notice has not been served by either party no less than 3 months prior to the end of the Licence Term or the Renewal Term (as applicable); or
 - 12.2.2 otherwise terminated in accordance with this clause 12 (Duration and termination).
- 12.3 The IET shall be entitled to terminate the Agreement with immediate effect by serving written notice on the Licensee if:
- 12.3.1 the Licensee fails to pay any undisputed amount due under the Agreement on the due date for payment and remains in default having been given 14 days' notice of the outstanding payment; or
 - 12.3.2 the Licensee is in material breach of the Agreement; or
 - 12.3.3 the Licensee is in breach of the Agreement, which (i) it is possible to remedy, and the Licensee has not remedied the breach within the timeframe notified by the IET to the Licensee; or (ii) cannot be remedied; or
 - 12.3.4 the Licensee persistently breaches the Agreement (i.e. there are three breaches capable of remedy during the Licence Term); or
 - 12.3.5 the Licensee's financial position deteriorates to such an extent that in the IET's opinion the Licensee's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
 - 12.3.6 an order is made or a resolution is passed for the winding-up of the Licensee or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the Licensee or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the Licensee's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the

court to make a winding-up or bankruptcy order or the Licensee takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or

12.3.7 the Licensee ceases, or threatens to cease, to carry on business.

12.4 The Licensee shall be entitled to terminate the Agreement with immediate effect by serving written notice on the IET if:

12.4.1 the IET is in material breach of any of the Agreement and in the case of a material breach which it is possible to remedy, the IET has not remedied such breach within thirty (30) days of receiving notice from the Licensee specifying the breach; or

12.4.2 the IET's financial position deteriorates to such an extent that in the Licensee's opinion the IET's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or

12.4.3 an order is made or a resolution is passed for the winding-up of the IET or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the IET or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the IET's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the IET takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or

12.4.4 the IET ceases, or threatens to cease, to carry on business.

13 Consequence of termination

13.1 Upon expiry or termination of the Agreement for any reason, save as set out in clause 13.4 (Consequence of termination):

13.1.1 all rights and licences granted under the Agreement shall automatically expire and the Licensee and the Authorised Users shall no longer have the right to access the Platform and/or any Licensed Materials;

13.1.2 save in respect of Open Access Content, the Licensee shall cease all use of the Licensed Materials and shall take reasonable endeavours to delete all copies of the Licensed Materials in its possession or control and shall certify to the IET that it has done so, save that where the Licence Type on the Order Form is recorded as '**Perpetual**' and provided always that the Licensee complies (and procures compliance by its Authorised Users) with the remaining provisions of this clause 13.1.2 (Consequence of termination), the Licensee and/or Authorised Users shall be permitted to retain and use such existing copies of parts of the Licensed Materials (other than in respect of Withdrawn Content) made by the Licensee and/or Authorised Users in accordance with the Licence prior to the date of termination, provided always that the Licensee shall not and shall procure that the Authorised Users shall not, use such copies for any purpose other than research and private study and shall not distribute such copies or otherwise make them available to any other person or for commercial gain; and

13.1.3 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

13.2 Where the Licence Type on the Order Form is recorded as '**Perpetual**' and the IET terminates the Agreement in accordance with clause 12.3 (Duration and termination), the IET shall not repay to the Licensee any Fee paid to the IET.

- 13.3 Where the Licence Type on the Order Form is recorded as '**Subscription**' and the IET terminates the Agreement in accordance with clause 12.3 (Duration and termination), all Fees payable during the Licence Term (including those incurred but not yet invoiced and any interest owing) shall immediately become due and payable to the IET.
- 13.4 Where the Licence Type on the Order Form is recorded as '**Perpetual**' and the Licensee terminates the Agreement in accordance with clause 12.4 (Duration and termination):
- 13.4.1 the IET will provide a copy of the Licensed Materials to which the Licensee had access up to the date of termination (in such format as determined by the IET) for local loading by the Licensee onto its secure network (the "**Archival Copy**");
 - 13.4.2 the IET reserves the right to remove from the Archival Copy any item or part item for which the IET no longer retains the right to publish and distribute or which the IET has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or erroneous ("**Withdrawn Material**"). The IET shall notify the Licensee of the Withdrawn Material, and the Licensee shall promptly delete all copies of Withdrawn Material in its possession and control and shall certify to the IET that it has done so;
 - 13.4.3 the Licensee (and Authorised Users) shall be entitled to use the Archival Copy in accordance with the permitted uses, but subject to the restrictions, as set out in the Agreement (which shall survive termination in this instance) and the IET shall have the right to audit the Licensee's compliance with such terms;
 - 13.4.4 should the Licensee breach the permitted uses and/or restrictions, the right for the Licensee to use the Archival Copy shall cease immediately, and the Licensee shall delete all copies of the Archival Copy in its possession or control and shall certify to the IET that it has done so.
- 13.5 Where the Licence Type on the Order Form is recorded as '**Subscription**' and the Licensee terminates the Agreement in accordance with clause 12.4 (Duration and termination), the IET shall reimburse such part of the Fee paid by the Licensee in respect of any remaining part of the Licence Term.
- 13.6 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, whether under the Agreement or at law, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14 Force majeure

- 14.1 Subject to clauses 14.2 and 14.3 (Force majeure), neither party shall be in breach of the Agreement if it is prevented from or delayed in carrying on its business and/or material obligations hereunder by a Force Majeure Event.
- 14.2 A party that is subject to a Force Majeure Event shall not be in breach of the Agreement provided that:
- 14.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
 - 14.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 14.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Agreement in any way that is

reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

14.3 Nothing in this clause 14 (Force majeure) shall excuse a party for non-performance (or other breach):

14.3.1 of any payment obligations under the Agreement, except where the Force Majeure Event is of such a nature that it would reasonably be expected to result in non-performance (or other breach) of such payment obligations; or

14.3.2 where non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors, except where such acts or omissions are caused by a Force Majeure Event.

15 Limitation of liability

15.1 References to 'liability' or 'liable' in this clause 15 (Limitation of liability) include every kind of liability arising under or in connection with the Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise.

15.2 Nothing in the Agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors, or for fraud or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any Applicable Law.

15.3 Where the Licence Type on the Order Form is recorded as '**Perpetual**', subject to clause 15.2, the IET's maximum liability arising out of or in connection with the Agreement shall not exceed, in the aggregate, the greater of £1,000 and the total Fee paid or payable by the Licensee.

15.4 Where the Licence Type on the Order Form is recorded as '**Subscription**', subject to clause 15.2, the IET's maximum liability arising out of or in connection with the Agreement shall not exceed, in the aggregate, the greater of £1,000 and the total Fee paid or payable by the Licensee in the 12 months prior to the event giving rise to the relevant claim.

15.5 Subject to clause 15.2, the IET shall not be liable to the Licensee for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Licensee (whether direct, indirect, consequential, incidental or special) arising out of or in connection with the Agreement relating to or resulting from:

15.5.1 any economic loss or other loss of turnover, profits, business, contracts, use, reputation or goodwill or any deletion, corruption, destruction, loss or removal of data, or any loss or damage suffered by the Licensee;

15.5.2 the accuracy, reliability, completeness, suitability, merchantability or fitness for purpose of the Platform and/or any Licensed Materials;

15.5.3 any reliance upon or use of or actions taken or not taken or decisions made on the basis of anything contained on the Platform and/or in any Licensed Materials;

15.5.4 access to any part of the Platform and/or any Licensed Materials being unavailable, delayed or interrupted due to: (i) defects or failures in any communication lines, the internet or internet service provider; (ii) transmission error; (iii) software, hardware or other equipment incompatibilities; and (iv) a Force Majeure Event or any other reason beyond the IET's reasonable control;

15.5.5 any computer viruses or spyware or malware of any description or any material which might adversely affect the Licensee's operation of any computer hardware

or software or any communications network as a result of accessing the Platform and/or any Licensed Materials.

- 15.6 The Licensee shall not be liable for breach of the terms of the Agreement by any Authorised User provided that the Licensee complies with the terms of the Agreement and did not cause, knowingly assist or condone the continuation of such breach (suspected or actual) after becoming aware of it. The Licensee shall be considered to have materially breached the Agreement if it wilfully or negligently permits Authorised Users to breach the permitted usages and/or restrictions, or otherwise breach the Intellectual Property Rights in the Platform and/or Licensed Materials.

16 Compliance with law

- 16.1 **Compliance with Applicable Law:** In performing their respective obligations under the Agreement, the parties shall each comply with all Applicable Law.
- 16.2 **Data protection:** In the event that the IET's performance of the Agreement requires that it receives or processes personal data of the Licensee or the Authorised Users, the IET shall: (i) process such personal data in accordance with the IET's privacy statement available at <https://www.theiet.org/help/privacy/>; and (ii) comply with all applicable Data Protection Legislation in the performance of its obligations under the Agreement. The Licensee shall not do or omit to do anything which might cause or otherwise result in a breach by the IET of the applicable Data Protection Legislation.
- 16.3 **Anti-bribery and anti-corruption:** Without prejudice to the provisions of clause 16.1 (Compliance with Applicable Law), each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**") and shall not do or omit to do or permit anything to be done which is an offence or which may be deemed to be an offence under the Relevant Requirements.
- 16.4 **Anti-slavery and human trafficking laws:** Without prejudice to the provisions of clause 16.1 (Compliance with Applicable Law), each party shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 16.5 **Equality, diversity, and inclusion:** Without prejudice to the provisions of clause 16.1 (Compliance with Applicable Law), each party shall ensure that it does not, whether as an employer or provider of any services, discriminate within the meaning of the Equality Legislation.
- 16.6 **Anti-facilitation of tax evasion:** Without prejudice to the provisions of clause 16.1 (Compliance with Applicable Law), neither party shall engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45 of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46 of the Criminal Finances Act 2017. Each party shall report to the other party immediately any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under the laws of England and Wales or under the law of any foreign country, in connection with the performance of the Agreement.
- 16.7 **Fraud:** Without prejudice to the provisions of clause 16.1 (Compliance with Applicable Law), neither party shall engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023.
- 16.8 A breach of clauses 16.1 to 16.7 (Compliance with law) inclusive of these General Platform Terms shall be deemed a material breach of the Agreement that is not remediable.

17 General

- 17.1 **IET identifiers:** The Licensee shall not use any of the IET's trade marks or trade names (save to the extent reasonably required to comply with the acknowledgement obligations under the Agreement without obtaining the prior written consent of the IET).
- 17.2 **Platform and Licensed Materials:** The Platform and the Licensed Materials are provided in accordance with the laws of England and Wales.
- 17.3 **Confidentiality:**
- 17.3.1 The terms of the Order Form are confidential and shall not be disclosed by the Licensee to any third party without the IET's prior written consent, unless disclosure is required by law, a court of competent authority or regulatory body.
- 17.3.2 The IET may disclose confidential information of the Licensee and/or its Authorised Users to any third party licensor of the Platform only to the extent necessary for the purposes of such third party licensor's provision of the services in respect of the Platform to the IET.
- 17.4 **Entire agreement:** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Licensee acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, condition, representation, assurance or warranty (in all cases, of any kind and whether made innocently or negligently) that is not set out in the Agreement. The Licensee shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement. For the avoidance of doubt, any terms and conditions attached to any purchase order or otherwise submitted at any time to the IET by the Licensee in connection with the Licence are not accepted by the IET and shall not apply to the Agreement.
- 17.5 **Variation:**
- 17.5.1 The IET has the right to change and/or modify these General Terms and the Platform Conditions (or any part of the same) from time to time and shall notify the Licensee of such changes and/or modifications provided always that the IET shall not have the right under this clause 17.5.1 (Variation) to diminish the scope of the licence granted to the Licensee under the Agreement or to increase the Fee payable (any such changes and/or modification to be agreed in accordance with clause 17.5.2 (Variation)). The Licensee's and any Authorised Users' continued use of the Platform and/or any Licensed Materials following such notification will signify the Licensee's acceptance of such changes and/or modifications.
- 17.5.2 Subject to clause 17.5.1 (Variation), no variation of the Agreement shall be valid unless it is in writing and signed on behalf of each of the parties.
- 17.5.3 Unless otherwise specified in an Order Form, where prior to the date of the Agreement, the Licensee has entered into an agreement with the IET for any of the following products (IET Digital Library, IET Inspec Analytics, IET Inspec Direct, IET.tv and/or IET Digital Wiring Regulations Products) ("**Existing Product Agreement**"), the Licensee agrees that with effect from the date of the Agreement ("**Variation Date**"), the terms and conditions of the Existing Product Agreement shall be varied by replacing them in their entirety with these General Terms and the relevant Platform Conditions provided always that: (a) the details concerning the scope of the licence granted and fees specified in any then-current order form (or equivalent) relating to the Existing Product Agreement shall remain the same; and (b) these General Terms and the relevant Platform Conditions shall only apply

in respect of the Licensee's access to and use of the relevant platform and the materials and/or content already purchased under the Existing Product Agreement from the Variation Date and any liabilities arising prior to the Variation Date shall be determined in accordance with the relevant terms and conditions of the Existing Product Agreement.

- 17.6 **Assignment:** The Licensee shall not assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the IET. If rights in all or any part of the Licensed Materials are assigned by the IET to a third party, the IET shall endeavour to ensure that the Licensee may continue to have access to the Licensed Materials. The IET may, upon written notice to the Licensee, assign or otherwise transfer any or all of its rights or sub-contract any or all obligations under the Agreement to any member of its Group.
- 17.7 **Waiver:** A waiver of any right or remedy under the Agreement or by Applicable Law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by Applicable Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by Applicable Law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.8 **Severance:** If any provision or part-provision of the Agreement 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 clause 17.8 (Severance) shall not affect the validity and enforceability of the rest of the Agreement.
- 17.9 **Relationship:** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 17.10 **Language:** The Agreement is drafted in the English language. If the Agreement is translated into any other language, the English language version shall prevail.
- 17.11 **Notices:** Notice given under the Agreement shall be in writing, sent for the attention of, and addressed to, the relevant representative set out in the Order Form (or such other address or person as the relevant party may notify to the other party) and shall be delivered:
- 17.11.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 17.11.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal Working Day in the country specified in the recipient's address for notices after the date of posting;
 - 17.11.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal Working Day in the country specified in the recipient's address for notices after the date of posting; or
 - 17.11.4 by email to the relevant email address specified in the Order Form (or such other email address as the relevant party may notify to the other party), in which case, the notice will be deemed to have been received at the time of transmission, or if

this time falls outside of Normal Working Hours, when Normal Working Hours resume, in each case provided that no out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice. If an out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice, then no valid notice has been delivered and the notice must be sent by one of the alternative methods listed above.

To prove service of notice under clauses 17.11.1 to 17.11.4 (Notices) above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

- 17.12 **Third parties:** Unless it expressly states otherwise, the Agreement does not give rise to any rights for a third party to enforce any terms of the Agreement.
- 17.13 **Mediation:** If any dispute arises in connection with the Agreement, the parties agree to attempt to resolve the dispute between the parties in the first instance. If the dispute remains unresolved 30 days after one party notified the other of such dispute, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.
- 17.14 **Law and jurisdiction:** The Agreement and any dispute arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Subject to clause 17.13 (Mediation), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement or its subject matter or formation.

1 Definitions and interpretation

1.1 The following definitions and rules of interpretation apply in the Agreement:

“Access Option” has the meaning given to it in the Order Form.

“Agreement” means the Order Form together with the General Terms and Platform Conditions, and any attached Schedules which, when read together, constitute one and the same agreement.

“Applicable Law” means all laws, rules, regulations, codes of practice, research governance or ethical guidelines or requirements of regulatory authorities, as amended from time to time, which are applicable to the Agreement and the Licence.

“Archival Copy” has the meaning given to it in clause 13.4.1 (Consequence of termination).

“Authorised Users” means the users who are authorised to access the Platform and/or Licensed Materials under the Licence as detailed in either clause 2 (Authorised users) or paragraph 2.3 of Part E of the Platform Conditions (Scope of licence).

“Authorised Sites” means those site(s) specified in the Order Form from which the Platform is accessible to the Licensee/its Authorised Users.

“Data Protection Legislation” means all applicable laws and regulations relating to the protection of personal data and the privacy of individuals as may be amended, extended, re-enacted or replaced from time to time, including, (where applicable):

(a) UK GDPR; the Data Protection Act 2018 (“DPA 2018”) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; or

(b) EU GDPR,

along with the guidance and codes of practice issued by the UK's Information Commissioner, EU Commission or other relevant regulatory authority (as applicable to a party).

“Effective Date” means the last date on which both parties have signed the Order Form.

“Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the IET provides the Licence.

“EU GDPR” means the General Data Protection Regulation ((EU) 2016/679).

“Existing Product Agreement” has the meaning given to it in clause 17.5.3 (Variation)

“Fees” means the fees, as set out in the Order Form, which are payable by the Licensee to the IET in consideration for its supply of the Licence in accordance with clause 6 (Fees and payment).

“Force Majeure Event” means an unforeseeable act, omission, event, accident or other circumstance that is:

(a) beyond the reasonable control of a party; and

- (b) not attributable to any wilful act, neglect or failure to take reasonable preventative action by that party,

and which affects that party's performance of its obligations under the Agreement. Things such as strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, epidemic, pandemic or other spread of infectious disease or the imposition of any measures to prevent the spread of disease, nuclear, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm may be Force Majeure Events.

"Future Content" means any materials/content identified in the Order Form as part of the Licensed Materials which have not, as at the date of the Agreement, been published by or on behalf of the IET but are expected to be published during the Licence Term.

"General Terms" means these platform general terms which form part of the Agreement, and available on the IET's website at <https://www.theiet.org/help/terms-and-conditions>.

"Generative Artificial Intelligence System" means any specialized subset of artificial intelligence designed to generate content - such as complex text, images, audio, or video - with varying degrees of autonomy.

"Group" means in relation to a party: i) that party; ii) any subsidiary or holding company from time to time of that party; iii) any subsidiary from time to time of a holding company of that party; and iv) any subsidiary from time to time of a subsidiary of that party.

"Intellectual Property Rights" means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Licence" has the meaning given to it in clause 1.1 (Grant of licence) or clause 1.2 (Grant of licence) or clause 7.1.2 (Trial period), as applicable.

"Licence Commencement Date" has the meaning given to it in the Order Form.

"Licence Term" has the meaning given to it in the Order Form.

"Licence Type" has the meaning given to it in the Order Form.

"Licensed Materials" means the content which is hosted and made accessible to the Authorised Users through the Platform and which is the subject to the Licence, provided that where the Order Form identifies that the Licensee has purchased a package or a specified database(s), the Licensed Materials shall be limited to any content within the scope of such package and/or such specified database(s).

"Licensee" means the licensee identified in the Order Form.

"Normal Working Hours" means the hours between 09:00 to 17:00 in the United Kingdom (or such other country as has been specified by the receiving party) on a Working Day (or any day other than a Saturday, Sunday or public holiday in the country specified by the receiving party, if other than the United Kingdom).

“Open Access Content” means content or materials included within the Licensed Materials that is made available under a creative commons open access licence, open government licence or similar.

“Order Form” means the order form recording the terms of the Licence between the IET and the Licensee.

“Platform” means the digital, web-based platform as identified in the Order Form or Part E of the Platform Conditions (as applicable), upon which the Licensed Materials are hosted and including all software, code and functionality comprising the Platform.

“Platform Conditions” means the platform conditions which form part of the Agreement, and available on the IET’s website at <https://www.theiet.org/help/terms-and-conditions>.

“Relevant Requirements” has the meaning given to it in clause 15.3 (Compliance with law).

“Renewal Term” has the meaning given to it in clause 12.2.1 (Duration and termination).

“Support Hours” means the hours between 09:00 to 17:00 on a Working Day.

“Taxes” means any sales tax, value added tax, service tax, import tax, withholding tax and any such similar taxes, levies or duties.

“Third Party Gateway Provider” means an Access Option method whereby Authorised Users can access the Platform and Licensed Materials by registration with a third party gateway provider, being Athens, OpenAthens, Shibboleth or such other third party gateway provider that is compatible with the Platform from time to time.

“UK GDPR” has the meaning given to it in Section 3(10) (as supplemented by Section 205(4)) of the Data Protection Act 2018 (as amended).

“Variation Date” has the meaning given to it in clause 17.5.3 (Variation)

“Withdrawn Content” has the meaning given to it in clause 9.2.2 (The IET’s rights and responsibilities).

“Withdrawn Material” has the meaning given to it in clause 13.4.2 (Consequence of termination).

“Working Day” means a day, other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.3 Any words following the terms **“including”**, **“include”**, **“in particular”**, **“for example”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.5 Any requirement for a party to use its **“reasonable endeavours”** shall be interpreted as a requirement for that party to use its reasonable and commercially prudent endeavours.
- 1.6 Words in the singular shall include the plural and vice versa.

- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to writing or written includes email but excludes fax.
- 1.11 A reference to the Agreement or to any other agreement or document is a reference to the Agreement or such other agreement or document, in each case as varied from time to time.
- 1.12 References to clauses are to the clauses of these General Terms and references to paragraphs are to paragraphs of the relevant part of the Platform Conditions.