

COLLEGE OF LAW MEDIA ONLINE AND DVD TERMS AND CONDITIONS

Your subscription to, authorised access and use of the College of Law Media online programme and website and DVDs is governed by these terms and conditions. In taking up or renewing the subscription or utilising this service or accessing the website you agree to be bound by these Terms and Conditions.

1. DEFINITIONS

In these Conditions (unless the contract otherwise requires):

- 1) "the Address" means the address of the Subscriber shown on the application form or subsequently notified by the Subscriber to the Company;
- 2) "the Company", "College of Law Media", "We", "Us", "Our" means LNTV Limited;
- 3) "the Contract" means the legally binding contract governed by these terms and conditions between the Subscriber, the Users and the Company for the provision of the Subscriber's selection of the Programmes to be accessed by its Users;
- 4) "the Initial Subscription Period" means the period stated in the Customer Agreement commencing on the date these terms and conditions are agreed;
- 5) "User", "You", "Your" means any solicitor or barrister or person similarly qualified in a jurisdiction outside England and Wales or employee or contractor or client of the Subscriber registered by the Subscriber as an authorised user with access to the Programmes;
- 6) "Programmes" means the Company's legal training and updating programmes to be provided online and/or on DVD pursuant to the Contract;
- 7) "the Regulations" means The Training Regulations 1990 of the Law Society as amended or superceded from time to time and includes any rules, regulations, codes of practice or other directives issued by the Law Society for the purpose of the Regulations;
- 8) "the Subscriber" means the person, firm, organisation, authority or company in whose name the Subscription is taken out;
- 9) "the Subscription" means the Subscriber's subscription to the Programmes;
- 10) "the Subscription Fee" means the fee agreed to be paid by the Subscriber to the Company for the Subscription;
- 11) words in the singular shall include the plural and vice versa, references to any gender shall include the other gender and references to legal persons shall include natural persons and vice versa;

2) the headings in these Conditions are intended for reference only and shall not affect their constructions.

2. GENERAL

These conditions shall apply to the exclusion of any previous or other terms and conditions contained or referred to in any communications and the provisions of these terms and conditions shall prevail in any event.

3. PROGRAMME DELIVERY

- 1) The Subscriber and its registered Users will be able to view the DVDs or login and by virtue of a personal password download online the relevant Programmes and course material in accordance with the Subscriber's choice of channels and programmes.
- 2) All reasonable effort will be made to ensure that updates to the Programmes and website take place on a regular basis however we make no guarantee. There will be no right to cancel for those with annual Subscriptions in the event that updates do not take place. We retain the right to remove any content we deem out of date at any time.
- 3) We use state-of-the-art technology to deliver online course materials and Programmes, which is compatible with most internet browsers. We are not liable, and are not obliged to waive the fees, if you cannot view the content due to firewalls, other hardware or software issues within your organization, or failure of any technology used by you. It is your responsibility to check that our technology works on your systems.

4. SUBSCRIPTION AND PAYMENT

Unless otherwise agreed by the Company (whether under the terms of any inaugural subscription offer or otherwise):

- 1) The Subscriber agrees to subscribe for at least the Initial Subscription Period after which the Subscription will be renewed for one year automatically on a rolling annual basis unless and until terminated in accordance with Clause 9(2);
- 2) Subscription Fees shall be paid either:
 - a) annually in advance; or
 - b) subject to the implicit agreement of the Company quarterly in advance (in which case the first instalment shall be made in advance of the commencement of the year to which it relates and each further instalment must be made by direct debit which the Subscriber undertakes not to cancel until after the Subscription has run for at least one year after the date of the first instalment);
- 3) The amount of the Subscription Fee:
 - a) is calculated by reference to the number of channels and programmes chosen and ordered by the Subscriber; and
 - b) is also calculated by reference to the number of Users registered by the Subscriber at the date of the Subscription and on each anniversary thereof, or in such other manner as may be agreed in writing;
 - c) is fixed for the Initial Subscription Period from the date when the first payment under the Subscription is made and payable at the rate in force on that date and is thereafter subject to adjustment at the discretion of the Company;
 - d) does not include the cost of purchase, hire, installation or maintenance of the equipment used by the Subscriber for the viewing of the Programmes;
- 4) The Subscription will commence when the Subscriber has paid the first Subscription Fee (or, where the Subscriber has opted to pay quarterly, the first instalment of the Subscription Fee) for which the Subscriber will be entitled to receive the number of Programmes contracted for.
- 5) If after the start of the Subscription the Subscriber enters into a direct debit arrangement with the Company the amount of the Subscription Fee may be varied to the amount specified in the direct debit form.
- 6) The Subscriber's right of access is personal to the Subscriber and its registered Users for as long as the Subscription is valid or for as long as the Company chooses to allow such access. Personal accounts may not be shared, and the Subscriber is responsible for preventing unauthorised access to the Subscriber's and registered Users' account. The Subscriber accepts responsibility for all activities that occur under the Subscriber's account or password or that of its registered Users.
- 7) The Subscriber shall at all times remain responsible and liable for any and all acts or omissions of its registered Users, whether they be acting in the course of their employment or otherwise, in relation to the Subscriber's obligations under the Contract.

5. RIGHTS TO RECORD, COPY AND DISSEMINATE

- 1) The Subscriber is licensed for the period of its Subscription to arrange for the display, downloading, viewing and printing of the Programmes and other materials provided by the Company for and by its registered Users for purely educational, non-commercial and personal purposes.
- 2) All information, documents, products, software, and services comprised within or related to the Programmes provided on this Website are at all times reserved to the Company. Except as expressly stated herein, none of the abovementioned materials may be copied or posted on any network computer or broadcast in any media or modified or made available to any other person or medium, or reproduced, distributed or republished in any form or by any means, including, but not limited to, electronic, mechanical, photocopying and recording.
- 3) No part of the Programmes or associated websites, including logos, graphics, or images, may be reproduced or retransmitted in any way, or by any means, without the prior express written permission of the Company. The Subscriber and its Users may not, without the prior express written permission from the Company, "mirror" any material contained on the Programmes and associated websites on any other server.
- 4) Nothing in the Programmes or website shall be construed as conferring any license or permission by the Company of any of its intellectual property rights, whether by estoppel, implication, or otherwise. The Subscriber and Users acknowledge sole responsibility for obtaining any such permission.
- 5) The Subscriber shall take all reasonable steps to ensure that the Company's above mentioned rights are not in any way infringed, threatened or diluted by the Subscriber, its registered Users or anyone

else within the Subscriber's control. Users shall ensure that they do not by any act or omission infringe, threaten or dilute the Company's above mentioned rights.

- 6) Breach of paragraph 5.1) hereof by the Subscriber will constitute a material breach of the Contract and the Company shall be entitled to terminate the Contract forthwith and thereby terminate the Subscription and suspend all access to the Programmes and the Service.

6. COMPULSORY PROFESSIONAL DEVELOPMENT

The Company shall use all reasonable endeavours to ensure that the Programmes and supporting materials can be used to secure qualifying periods of solicitors' continuing professional development under the Regulations but cannot accept any liability if:

- a) the Regulations are changed so as to prevent or limit the use by the Subscriber to College of Law Media for the purpose of securing such qualifying periods;
- b) the Subscriber or any Users fails to use the Service in a way which complies with the Regulations.

7. LIMITATION OF LIABILITY AND INDEMNITY

- 1) Nothing herein shall impose any liability upon the Company or its employees or contributors in respect of any defect in the Programmes or any material supplied by the Company in connection therewith arising out of the acts, omissions, negligence or default of the Company, its servants or agents;
- 2) The aggregate liability of the Company (whether in contract for negligence or breach of statutory duty or otherwise) to the Subscriber and its Users for any loss or damages of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the sum subscribed by the Subscriber to the Company in respect of the year in which the loss occurs;
- 3) The Company shall not be liable for any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of covenant or statutory duty calculated by reference to profits, income, production or accounts or by reference to accrual of such costs, claims damages or expenses on a time basis;
- 4) Nothing herein shall have the effect of excluding or limiting the liability of the Company for death or personal injury resulting from its negligence insofar as prohibited by United Kingdom law;
- 5) The Subscriber and Users hereby indemnify and keep indemnified the Company in respect of any loss, cost or expenses incurred by the Company as a result directly or indirectly of the breach of these terms and conditions, negligence, breach of statutory duty or infringement of the copyright or other intellectual property rights of the Company or any third party or through any other act, neglect or default on the part of the Subscriber, the Users, its servants, agents or employees;
- 6) While every effort is made by the Company to ensure the accuracy of the information contained in the Programmes the company accepts no responsibility or liability for any information given by a contributor, interviewer, presenter, performer, writer or any person associated with the Programmes. The Subscriber and individual Users will be responsible for checking the validity of any information in the Programmes, any literature or other materials supplied by the Company. Neither the Company nor its employees or contributors accepts responsibility for any loss or damage directly or indirectly suffered by the Subscriber or User or any third party as a result of the contents of or any information contained in the Programmes or other materials supplied by the Company;
- 7) The Company accepts no liability for any malfunction of any equipment installed by, or on behalf of, the Subscriber or Users for the purpose of accessing audio, video or computer based materials or damage to any existing computer programme, software, or other data stored on the computer or IT system of the Subscriber or its Users.

8. FORCE MAJEURE

Notwithstanding any provision of the Subscription and these terms and conditions, the Company shall not be responsible or liable for any delay or failure in performance resulting from acts or events beyond its control, which shall include but not be limited to acts of God, third party lockouts or other industrial disputes or action, riots, acts of war, epidemics, emergencies, acts of omissions of governmental or other competent authorities, fire, postal or delivery failures or delays or natural disaster.

9. TERMINATION

- 1) The Contract may be terminated forthwith by the Company if
 - a) the Subscriber or Users shall be in breach of any obligations or undertakings contained in these terms and conditions and fail to remedy such breach within 14 days of receiving written notice so to do;
 - b) the Subscriber provide incorrect information to the Company relating to the Subscription Fee payable; or
 - c) the Subscriber fails to pay the correct Subscription Fee within 14 days of written demand;
- 2) The Contract may be terminated by the Subscriber or the Company by three months notice expiring at the end of the Initial Subscription Period or the anniversary thereof;
- 3) On Termination of the Contract, for whatever cause, the Subscriber will be liable for that full year's Subscription Fee.

10. NOTICES

Any notice to be given under the Contract shall be made by personal delivery, first class post, or email the Address. Notice of change of the Address shall be given by one of the same means. Notices sent by personal delivery or email shall be deemed delivered on the first working day following despatch confirmed by email or post and notice sent by post by the third working day following despatch. Addressed to: inffinance@lawcol.co.uk
College of Law Media Limited, Braboeuf Manor, Portsmouth Road, St. Catherines, Guildford, Surrey GU3 1HA 01483 216789.

11. DATA PROTECTION

Unless otherwise notified in writing by the Subscriber, the Company may use personal data about the Subscriber for the purposes of customer administration, marketing and selling public relations and external affairs, management of agents and intermediaries, business and technical intelligence, research and statistical analysis and accordingly data may be disclosed to agents, intermediaries and other third parties. This data may also be disclosed to other persons for the purposes of marketing and selling other products and services.

12. MISCELLANEOUS

- 1) The Contract embodies the entire agreement between the parties and supersedes all previous communications and agreement with respect to its subject matter;
- 2) The Subscriber hereby acknowledges that it has not entered into the Contract in reliance upon any representation made by the Company but not embodied herein;
- 3) No modification of the Contract shall be binding on the Company unless made in writing and signed by an authorised representative of the Company;
- 4) The failure of the Company to insist upon exact performance of any provisions of the Contract shall not be construed as the waiver of any subsequent default of a similar nature;
- 5) Any legality or invalidity of any part of the Contract shall not affect the legality or validity of the remainder of the Contract;
- 6) Any products offered in conjunction with the distribution of the Programmes or any advertisement thereof (whether or not supported by the Company) shall not be subject to the terms and conditions of the Contract other than Condition
- 7) The Contract and the rights granted hereunder are personal to the Subscriber and may not be assigned, charged, or sub-licensed to any third party by the Subscriber. The Company reserves the right to assign, transfer, charge or licence the Contract and the rights granted hereunder.

13. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties agree that the provisions of this Contract are personal to them and are not intended to confer any rights of enforcement on any persons employed by, consultants to or clients of the Subscriber or any other third party not being Users. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or any of its provisions.

14. PROPER LAW

The Contract shall be interpreted in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.