

The Licensor hereby grants the Licensee a non-exclusive licence (the “Licence”) to use the Purchase Agreements at the Location(s) for the Term.

## 1. Definitions

“Licensor”	Independent Buyers Limited a company registered in England and Wales under number 4140038 of PO Box 5911, Hatton, Derbyshire DE65 5YX
“Licensee”	An organisation who has accepted the terms of this Licence and has paid, or has agreed to pay, the Licence Fee.
“Licence Fee”	A Fee payable to the Licensor; either incorporated within a Buying Group membership subscription or other such fee to be mutually agreed.
“Purchase Agreements”	All information provided to the Licensee by the Licensor under the terms of the Licence which will include the following: <ul style="list-style-type: none"><li>• Details of nominated suppliers, specific supplier contact details, price lists, discount structures and such like;</li><li>• Best practice information such as negotiation strategies, purchasing methodologies, market data, supplier cost drivers, and such like;</li><li>• Details of nominated third-party experts, consultants, specialists and such like.</li></ul>
“Effective Date”	The date of accepting the Licence either in writing to the Licensor or by signifying acceptance by making an ‘Accept’ action in an electronic format.
“Term”	The duration that the Licensor advises the Licensee that the Licence Fee grants licence for.
“Location(s)”	The business premises, owned or controlled by the Licensee at the location or locations shown on the Licensee’s Buying Group membership form or other such communication from the Licensor defining the duly licensed locations.

## 2. Scope of Licence

- 2.1 The Licensee may not:
- 2.1.1 use the Purchase Agreements in any manner outside the Location(s);
  - 2.1.2 use the Purchase Agreements in any manner beyond the Term;
- 2.2 The Licensee shall not be permitted to assign, sub-licence, sub-contract or otherwise transfer the benefit of the Licence or any part of it to a third party.

## 3. Licensee’s Rights and Obligations

- 3.1 The Licensee shall be fully responsible for the use of the Purchase Agreements and any decisions made as a consequence thereof
- 3.2 The Licensee shall pay the Licence Fee to the Licensor.

## 4. Licensor’s Warranties

- 4.1 The Licensor hereby warrants and represents that:
- 4.1.1 the Purchase Agreements are owned solely, exclusively and absolutely by the Licensor and that the Licensor is free to Licence them to the Licensee;
  - 4.1.2 no third party has any right, title or interest in Purchase Agreements nor has claimed the same at any time prior to the Effective Date;
  - 4.1.3 to the best of its current knowledge and belief, the Purchase Agreements are not being infringed (nor threatened to be so) by any third party as at the Effective Date;
  - 4.1.4 nothing in the Purchase Agreements is offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory, and nothing in the Purchase Agreements will infringe the common law or statutory rights of any third party.
- 4.2 The Licensor gives no warranties nor makes any representations beyond those detailed in sub-Clause 4.1 with respect to the Purchase Agreements and any other matters arising out of this Licence.
- 4.3 For the avoidance of doubt the Licensor makes no recommendation as to the suitability of the Purchase Agreements to the Licensee and accepts no liability for the result s of any decision made by the Licensee or by the actions of any third-party, including nominated suppliers identified within the Purchase Agreements, or for any direct or consequential losses that may result.

## 5. Licensee's Warranties

The Licensee hereby warrants and represents that by accepting the terms of the Licence, either in writing to the Licensor or by signifying their acceptance by making an 'Accept' action following presentation of this Licence in an electronic format:

- 5.1 it has the right to accept this Licence;
- 5.2 it shall pay all sums due under this Licence; and
- 5.3 it shall not exceed the rights granted by this Licence.

## 6. Indemnity

- 6.1 The Licensee shall indemnify and hold harmless the Licensor against any claim, loss, damage, proceedings, settlement, costs or expenses howsoever arising, directly or indirectly, as a result of any breach or non-performance by the Licensee of any of its obligations, undertakings or warranties as set out in this Licence.
- 6.2 The Licensee shall inform the Licensor immediately if it becomes aware of any infringement, actual or suspected, of the terms of the Licence.
- 6.3 In the event of any infringement or claim arising under sub-Clause 6.2:
  - 6.3.1 the Licensor shall determine the action to be taken;
  - 6.3.2 the Licensor shall be solely responsible for the conduct of any claims or proceedings;
  - 6.3.3 the Licensee shall provide all reasonable assistance that may be reasonably required by the Licensor in order to conduct any claims or proceedings;
  - 6.3.4 the Licensor shall reimburse the Licensee for any reasonable costs or expenses (including legal costs) incurred by the Licensee in rendering assistance.
  - 6.3.5 the Licensor shall be solely entitled to any and all sums recovered from a third party in such claims or proceedings.

## 7. Confidentiality

- 7.1 The Licensee undertakes that they shall at all times during the continuance of this Licence and for 15 years after its termination:
  - 7.1.1 keep confidential the Purchase Agreements;
  - 7.1.2 not disclose the Purchase Agreements to any other party;
  - 7.1.3 not make any copies of, record in any way or part with possession of any Purchase Agreements; and;
  - 7.1.4 ensure that none of its directors, officers, employees, agents or advisers does any act which would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.3.
- 7.2 The Licensee may not disclose the Purchase Agreements to any other party, even if the Purchase Agreements, in whole or in part, should become public knowledge through no fault of the Licensee.
- 7.3 The provisions of this Clause 7 shall continue in force notwithstanding the termination of this Licence for any reason.

## 8. Data Protection Rights

- 8.1 The Licensee acknowledges that for the Buying Group to operate and improve there is a requirement for The Licensor to collect data on the purchasing habits of Buying Group members, including The Licensee, and that such data may include personal data as defined in the Data Protection Act 1998.
- 8.2 The Licensee hereby permits the Licensor to make a request(s) to Buying Group nominated suppliers for data on sales they have made to the Licensee; the Licensee also permits those nominated suppliers to release to The Licensor sales data including transaction dates, delivery locations, product descriptions, quantities, prices (including rebates) and payment terms that relate to the Licensee.
- 8.3 The Licensee shall be the data controller and the Licensor shall be a data processor.
- 8.4 The Licensee acknowledges and agree that personal data may be transferred or stored by the Licensor in order to provide the Buying Group service.
- 8.5 The Licensor's right to use of the Licensee's personal data shall remain in force until removed in writing by the Licensee.
- 8.6 For the avoidance of doubt, The Licensor agrees to comply with the Data Protection Act 1998 when processing personal data in connection with the operation of the Buying Group.

## 9. Term and Termination

- 9.1 This Licence shall come into force on the Effective Date and shall continue in force for the Term unless otherwise terminated in accordance with this Clause 9.

- 9.2 The Licensor has the right to terminate this Licence immediately if the Licensee:
- 9.2.1 has committed a material breach of this Licence;
  - 9.2.2 becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
  - 9.2.3 has a bankruptcy order made against it or goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that Party under this Licence); or
  - 9.2.4 ceases, or threatens to cease, to carry on business.
- 9.3 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Licence shall survive termination under this Clause 9.

## 10. **Post Termination**

- 10.1 Upon the termination of this Licence for any reason, the Licensee shall immediately cease to use the Purchase Agreements.

## 11. **Non-Assignment of License**

The Licensee shall not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Licence without the prior written consent of the Licensor.

## 12. **No Waiver**

The Licensee agrees that no failure by the Licensor to enforce the performance of any provision in this Licence shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Licence. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

## 13. **Severance**

The Parties agree that, in the event that one or more of the provisions of this Licence is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Licence. The remainder of this Licence shall be valid and enforceable.

## 14. **Law and Jurisdiction**

- 14.1 This Licence (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 14.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Licence (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.