

IPD Property Fund Directories Order Form

On the pulse of
the property world



Please return to The Marketing Team, IPD, 1 St. John's Lane, London EC1M 4BL or fax to +44 (0)20 7336 9399

CLIENT: _____

CLIENT ORDER NO. _____

CLIENT CONTACT: _____

TELEPHONE: _____

EMAIL: _____

START DATE: _____

Address:

Invoice contact details (if different from subscription contact):
Name:
Address:

IPD Market Information	Products Included	Price	Please tick
IPD Property Funds Directories	UK	€600	
	EUROPE	€900	
	ASIA	€600	

For any additional information please contact: enquiries@ipd.com

Signed for and on behalf of: INVESTMENT PROPERTY DATABANK LIMITED

BY:.....

Print Name:.....

Title:

Dated:.....

Signed for and on behalf of the CLIENT

BY:.....

Print Name:.....

Title:

Dated:.....

Expressions used in this Agreement shall be interpreted in accordance with the Master Terms and Conditions of Agreement and any Special Terms which shall be deemed to be incorporated into and made a part of this Agreement. In the event of conflict between the Master Terms and Condition of Agreement and the Order, the terms and conditions printed in the Order shall prevail.

The Client warrants that it has read and understood the Master Terms and Conditions of Agreement.

Investment Property Databank Ltd Registered No. 1879480 VAT No. 396 6678 77 Registered Office: 1 St John's Lane London EC1M 4BL



IPD Master Terms and Conditions for publications

The provisions of these Terms and Conditions, together with any Special Terms and your Order, form an Agreement which governs your use of the Service(s). This Agreement supersedes any agreement previously signed between us relating to Service(s) and comes into effect as soon as the Order is signed by both of us. This Agreement contains the only terms and conditions which govern our relationship. No other terms and conditions (whether contained in any purchase order issued by you or otherwise) shall apply.

1 DEFINITIONS

1.1 Unless the context requires otherwise, words and phrases used in this Agreement shall have the meanings given to them in this clause 1.1, in any Special Terms and in the Order:

'Agreement'	Means the general terms of agreement set out in these Master Terms and Conditions, any applicable Special Terms and the Order;
'Confidential Information'	Means any information concerning either of yours or our trade secrets, customer or supplier details, business or business transactions which may come to the attention of the other and any information and/or knowledge that you may acquire concerning the methods or techniques we use to provide the Service(s);
'Data'	Means any of the data and/or databases supplied by IPD to you through the Service(s);
'Database'	Means the database in which Data is processed together with data from other sources;
'IPD' 'we' or 'us'	Investment Property Databank Limited;
'IPD Group Company'	Means any company from time to time which is a subsidiary or holding company of IPD within the meaning of Section 736 of the Companies Act 1985 or which has a holding company in common with IPD;
'IPRs'	Means copyright, database right, patents, registered and unregistered trade marks, design rights and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
'Losses'	Means damages (including reasonable costs) that are awarded to any third party in respect of a claim or action against you;
'Minimum Period'	Means the minimum period of the supply of any Service(s) as defined in the Order;
'Order'	Means a written order for Service(s) on our prescribed form and signed by you (or your agent or representative) in hard copy or an electronic order for Service(s) on our prescribed form and submitted by you (or your agent or representative) via our Website or email or by post;
'PAS Service'	Means IPD's Portfolio Analysis Service which you may subscribe to;
'Service(s)'	Means any service(s) supplied by us to you from time to time as specified in the relevant Order;
'Special Terms'	Means IPD's terms and conditions which govern your use of a particular Service(s) you have ordered on the Order;
'Start Date'	Means the date set out on the Order;
'Subscription Fee'	Means the sum or fee set out in the Order;
'Website'	Means the website currently located at www.ipd.com or any other website through which IPD delivers the Service(s);
'you'	Means the organisation identified as the Client on the Order.

2 SCOPE

2.1 Unless stated to the contrary, in the event of any conflict or inconsistency between any provisions of this Agreement and any Order or Special Terms, the Order and/or the Special Terms shall prevail.

3 PROVISION OF SERVICE(S) AND VARIATION

3.1 For the term of this Agreement, we shall provide you with access to the Service(s) in accordance with this Agreement.

3.2 The Service(s) continue to evolve in the light of business, market and technical developments. Accordingly, we reserve the right to make improvements, substitutions, modifications and to add or remove elements of the Service(s). You acknowledge that IPD shall not be liable to you or any third party for any modification, discontinuance or suspension of the Service(s). Additionally, IPD reserves the right, in its absolute discretion, to change these Terms and Conditions by posting revised Terms and Conditions on our Website or by notifying you in the post. Amendments will be applicable upon publication. IPD will endeavour to notify you of any important changes but it is your responsibility to check periodically on our Website for any changes we make to the Terms and Conditions. Your continued use of the Service(s) after the posting of the changes to the Terms and Conditions means that you accept those changes.

4 USE OF DATA

4.1 In consideration of payments made by you to us and subject to clauses 5.2 and 5.3, we grant you for the term of this Agreement a non-exclusive and non-transferable right to allow you to use the Data for your own internal business purposes in the following ways and for no other purposes whatsoever:-

- 4.1.1 to save and import copies of the Data into electronic files for your own reference only;
- 4.1.2 to print out extracts from the Data for your own reference only;
- 4.1.3 to incorporate parts of the Data into internal research documents written by you for distribution and use within your organisation only;
- 4.1.4 to e-mail, or to attach to an e-mail, any such reports within your organisation for reference purposes only by recipients of such e-mails;
- 4.1.5 to incorporate and make insubstantial parts of the Data available via any corporate intranet you may operate;
- 4.1.6 to incorporate insubstantial extracts of the Data in (a) anonymous and aggregated form only, in a "Property Performance Record" (according to the IPF's (PPR Code) or in public statements that illustrate the performance of your property funds or (b) materials to be provided to actual or potential clients for promotional or illustrative purposes on an ad hoc but not regular basis provided that the Data may not be accessed electronically, manipulated or distributed by the recipients of the Data.

4.2 You shall ensure that any reproduction of all or part of the Data includes the following notice: "© and database right Investment Property Databank Limited and its licensors 2007/]. All rights reserved."

4.3 You shall not use the Data in any way which is not expressly permitted in clause 5.1. In particular, but without limitation,

- 4.3.1 no sale, transfer, sub-licence, distribution or commercial exploitation of the Data is permitted, nor otherwise making such data available to or for the benefit of any third party;

4.3.2 none of the Data may be distributed (whether for commercial or non-commercial use) on any print out outside of your organisation, corporate extranet or other web-based product or Service(s) operated by or for you.

5 FEES

5.1 You shall pay the Subscription Fee in advance or arrears as specified by IPD, and within 30 days of the date of the invoice from IPD to you.

5.2 Payment will be made by telegraphic transfer to the following account: Barclays Bank Plc, Camden Town Branch, Islington & Camden Group, PO Box 3474, London NW1 7NQ
Sort Code: 20-44-86
Account Number: 20040789

SWIFT: BAROGB22
IBAN: GB52 BARC 2044 8620 0407 89

5.3 All sums payable under this Agreement are exclusive of VAT or any applicable local taxes, chargeable at the then current rate in the relevant currency.

5.4 If you do not pay any charges due on time, we are entitled to charge interest on the outstanding balance from the due date until the date of actual payment at an annual rate of 2% above the base rate of Barclays Bank plc from time to time in effect during such period.

5.5 No refund of fees will be due in the event of termination of this Agreement unless it is terminated pursuant to clause 16.2.

5.6 We may vary the fees upon the expiry of ninety (90) days written notice to you.

5.7 Without prejudice to any of our other rights or remedies we may upon fourteen days written notice withhold the supply of the Service(s) in the event that you are overdue with any payment or are in material breach of this Agreement until such time as the Fees are paid or the breach is remedied.

6 DURATION OF AGREEMENT

6.1 This Agreement will be deemed to come into force from the Start Date and will continue for the Minimum Period unless a new Minimum Period stated this Agreement will continue for an initial period of twelve (12) months.

6.2 This Agreement shall be automatically renewed for consecutive periods of twelve (12) months unless either of us gives to the other not less than 90 days written notice of termination to the other expiring on the first or any subsequent anniversary of the Start Date.

7 INTELLECTUAL PROPERTY

7.1 You shall retain ownership of the IPRs (if any) in Client Data.

7.2 Without prejudice to our obligations in clause 10, you consent to us, and any IPD Group Company, both for the term of this Agreement and afterwards, processing Client Data, incorporating it into the Data that you receive and the Database and making it available in an anonymous and aggregated form as part of any product or Service(s) of any kind that we may provide from time to time.

7.3 Subject to any underlying rights you hold under clause 8.1, you acknowledge that any and all IPRs in the Data, the Database or in any products or Service(s) that are created from the Data is our property or that of our licensors.

7.4 We may terminate this Agreement immediately on notice, if you challenge the validity of any of our rights or those of our licensors as set out above.

8 SECURITY

8.1 You comply with any rules and guidelines that we reasonably prescribe from time to time in relation to the manner in which we provide the Service(s)

9 DATA PROTECTION

9.1 Both of us agree to comply with our respective obligations under all applicable data protection laws and regulations in force from time to time including the Data Protection Act 1998 (the "Act"). In particular, each of us acknowledges that we may be receiving from the other information relating to a living individual who can be identified from that information ("Personal Data"). Accordingly, we each undertake that we shall process any such information in accordance with the Act and the terms of this Agreement (or otherwise by agreement between us from time).

9.2 Each of us undertakes not to disclose the Personal Data to a third party in any circumstances other than at your request or in accordance with the terms of this Agreement.

9.3 Each of us agrees to give the other assistance which may be reasonably required by the other in relation to all subject information requests that may be received from an individual who is the subject of Personal Data.

9.4 Each of us warrants that it has appropriate operational and technological processes and procedures in place to safeguard against the unauthorised access, loss, destruction, theft, use or disclosure of Personal Data.

10 AUDIT

During the term of this Agreement you will allow us or our authorised representatives to have access to your office(s) at which you have access to the Service(s) in order to verify that you are accessing and using the Service(s) in compliance with this Agreement. This right shall only be exercisable on reasonable prior written notice once a year during the term of this Agreement unless we have reasonable grounds for believing that you are in breach of this Agreement.

11 WARRANTIES

11.1 We warrant and undertake that:

- 11.1.1 we have full right and authority to enter into this Agreement and to perform our obligations; and
 - 11.1.2 the Data will not in any way infringe any rights of any third party.
- 11.2** You warrant and undertake that:
- 11.2.1 you have full right and authority to enter into this Agreement and to perform your obligations;
 - 11.2.2 you have the right to provide the data you supply under this Agreement to us and will not in any way infringe any rights of any third party;
 - 11.2.3 you shall not make any misleading statements about any information that you derive from the Data.

12 DISCLAIMER OF WARRANTIES AND LIABILITY

12.1 Subject to clause 12.7, the warranties contained in clause 11.1 are in place subject to all warranties or conditions implied by law.

12.2 We provide the Data in good faith, but you acknowledge that as Data includes data that is provided by third parties or is otherwise publicly available, we are not able to control or verify the accuracy or completeness of such data. Accordingly whilst we agree to use reasonable skill and care in the collation of the Data, we:

- 12.2.1 make no warranty or representations (whether express or implied) about the accuracy or fitness for any particular purpose of the Data or that the provision of Service(s) will be uninterrupted, timely or secure; and
- 12.2.2 we accept no liability for any inaccuracy, incompleteness or other error in the Data which arises as a result of data input provided by you or any third party.

12.3 You acknowledge that:

12.3.1 systems which use empirical data and/or statistical data and/or data modelling techniques to provide indicative and/or predictive data, cannot be taken as a guarantee of any particular outcome;

12.3.2 in the ordinary course of events and by its very nature, the accuracy and utility of the Data will deteriorate rapidly following its delivery to you.

12.4 Accordingly we do not make any warranty or representation that the use by you of the Service(s) will achieve any particular result for you. You agree and acknowledge that the Service(s) are not intended to be used as the sole basis for any business decision, that you use the Data at your own risk and on an "as is" basis and that you will not use the Data as the sole basis for any business decision.

12.5 Our total liability to you, in respect of claims arising out of or in connection with this Agreement, whether in contract or tort (including negligence) or otherwise, shall, during the first year of this Agreement, in no circumstances exceed the total fees payable by you to us under this Agreement in that calendar year. In subsequent years, our total liability shall be limited to the amount payable by you for the Service(s) provided in the previous year.

12.6 Subject to clause 12.7, we shall not have any liability to you for: any loss of profits, loss of business, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, nor loss of use of or any software or data, wasted management or any staff time, losses or liabilities in relation to or under any other contract, nor any indirect or consequential losses, any type of anticipated or incidental losses, or any type of financial loss, even if we had notice of possibility of you incurring such losses.

12.7 Nothing in this Agreement excludes or limits our liability for: death or personal injury caused by our negligence or omission;

12.7.2 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

12.7.3 fraudulent misrepresentation.

13 THIRD PARTY CLAIMS

13.1 We shall indemnify you and hold you harmless against all and any Losses, suffered or incurred by you, that your use of the Data in accordance with this Agreement infringes the IPRs of the relevant third party provided that such indemnity shall not apply to any use of the Data which is in breach of any of the provisions of this Agreement.

13.2 You shall indemnify us and hold us harmless and our licensors against all and any losses, suffered or incurred by us and/or our licensors, including legal expenses (reasonably and properly incurred) arising out of or connected with any breach of clauses 8.1, 10.1 and 12.2 of this Agreement.

13.3 You shall indemnify us and hold us harmless against any losses suffered or incurred by us as a result of:

- 13.3.1 you rendering the Data inaccurate or incomplete (by act or omission) or modifying it by data input or manipulation or
- 13.3.2 your use of the Service(s).

13.4 The indemnities given in this clause 14, are given on condition that the indemnified party will promptly notify the indemnifying party of any and all such claims and will allow the indemnifying party at the indemnifying party's sole cost and expense to defend any proceedings in respect of any such claim in the indemnifying party's name (including the right to compromise any such other proceedings after prior consultation with the indemnified party).

13.5 If any claim is made, or in our reasonable opinion are likely to be made, by any third party alleging that its rights are infringed by your use of the Data as permitted by the terms of this Agreement, we may at our sole option and expense:

- 13.5.1 procure for you the right to continue using the relevant Data (or any part of it) in accordance with the terms of this Agreement;
- 13.5.2 modify the relevant Data to avoid the infringement or replace the relevant Data with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials.

13.6 If we exercise one of the options set out in clause 14.5, we shall have no further liability to you in respect of a claim relating to the subject matter of clause 14.1 from the date we complete such option.

14 CONFIDENTIALITY

14.1 We both will ensure that our respective officers, employees and agents shall maintain in strictest confidence and not divulge or communicate to anyone else any Confidential Information relating to the other except as permitted by this Agreement.

14.2 The obligations of clause 15.1 above shall not apply to information which:

- 14.2.1 is already public knowledge, through no act or default of either of us;
- 14.2.2 either of us is required to divulge by a Court, tribunal or governmental authority with competent jurisdiction;
- 14.2.3 was known to the recipient before the date of disclosure (as evidenced by written evidence);
- 14.2.4 was subsequently obtained by the recipient from someone else without that person breaching any obligations of confidentiality that they have to either you or us.

15 TERMINATION

15.1 Either of us may terminate this Agreement by giving the other written notice in accordance with clause 6.

15.2 We may terminate this Agreement immediately on written notice if we cease to provide the Service(s) due to circumstances beyond our reasonable control. In this event, we shall refund you the Subscription Fee (and any additional Fee if paid) pro-rated, calculated according to the term of the Agreement that is left to run at the date of termination.

15.3 Either of us may terminate this Agreement immediately by written notice if:

- 15.3.1 the other party has committed a material or persistent breach of any of its obligations under this Agreement and fails to remedy that breach (if capable of remedy), within fourteen days of receiving written notice from the other party specifying the breach and requiring its remedy; or
- 15.3.2 if any order is made or resolution passed for the winding up of the other party or if the other party has a receiver appointment over the whole or any part of its assets.

16 EFFECT OF TERMINATION

16.1 Upon termination of this Agreement (for whatever cause), your rights to use the Service(s) will immediately cease.

16.2 Termination will not affect:

- 16.2.1 any rights that either you or we have acquired before termination; or
 - 16.2.2 any part of this Agreement intended to survive termination.
- 16.3** The provisions of clauses 5.4, 7, 9, 10, 12, 13.2, 13.3 and 14 shall survive termination of this Agreement and shall remain in full force and effect.

17 FORCE MAJEURE

17.1 Neither of us shall be liable for any failure or delay in performing any or all of its obligations under this Agreement resulting from any act of God, governmental act, terrorism, war, fire, flood, strike, explosion or civil commotion, any failure of telecommunications service(s) or equipment which is used by us to provide Service(s)

which is due to the default of someone else or other act beyond the control of the party affected.

17.2 If either of us fails or delays in performing any or all of its obligations under this Agreement for any reason given in the previous sub-clause it shall notify the other as soon as practical and shall resume its obligations when the event comes to an end.

18 ASSIGNMENT

You may not assign any of your rights under this Agreement without our prior written consent, which shall not be unreasonably withheld or delayed. We are entitled to assign our rights under this Agreement on notice to you.

19 NON-POACHING

You will not on your own account or for any other person, firm or company directly or indirectly solicit, interfere with or endeavor to entice away from IPD any senior employee or consultant of IPD (whether or not such person would be in breach of their contract of employment or engagement by reason of leaving the Service(s) of IPD) nor shall you knowingly employ, aid or assist in or procure the employment by any other person, firm or company of such person during the term of this Agreement and for a period of 12 months afterwards.

20 GENERAL

20.1 If either of us fails to or delays in exercising any right or remedy available under this Agreement then that failure or delay does not constitute a waiver or bar to the exercise of that right or remedy.

20.2 If any of the provisions of this Agreement is found by a court of competent jurisdiction to be void or unenforceable then that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

20.3 Neither of us intends that any term of this Agreement shall be by virtue of the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to this Agreement.

20.4 By signing the Order you confirm that you are entering into this Agreement in the course of your business and not as a consumer.

20.5 This Agreement shall be governed by and construed in accordance with English law. We both agree that the Courts of England shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

21 IRIS AND FORECASTING SERVICE- SPECIAL TERMS AND CONDITIONS

"Data Provider"
"IRIS"

"IRIS Service"

"Forecasting Service"

"Warranty Disclaimer"

21.1.1 You acknowledge that systems for the following purposes, to (a) assess the creditworthiness and/or propensity to act fraudulently and/or level of insurance risk of persons (being individuals, partnerships or corporations) and/or (b) predict future movements in any particular market, being empirically based can only be statistically predictive.

21.1.2 You acknowledge that the Forecasting Service is simply an analytical tool through which you may manipulate data in order to forecast certain events; it is not a service which provides a forecast and IPD does not provide forecasts of any market.

21.1.3 IPD expressly disclaims any responsibility or liability for any data which is incorporated into the Data which is provided to IPD by a Data Provider. Any Data provided by a Data Provider is hereby expressly excluded from the indemnity given by IPD in clause 13.1 of this Agreement.

21.2 Indemnity

21.2.1 You shall indemnify us and hold us harmless and our licensors (and in particular the Data Providers) against all and any losses, suffered or incurred by us and/or our licensors, including legal expenses (reasonably and properly incurred) arising out of or connected with any breach of clauses 4.1, 9.1 and 11.2 of this Agreement.

21.2.2 You shall indemnify us and hold us harmless against all and any losses suffered or incurred by us including legal expenses (reasonably and properly incurred) arising out of or connected with any claim or action you may bring against a Data Provider or our licensors.

21.2.3 You agree and acknowledge that a Data Provider may enforce any term of this Agreement but otherwise neither of us intends that any term of this Agreement shall be by virtue of the Contracts (Rights of Third Parties) Act 1999 be enforceable by any person who was not a party to this agreement.

21.3 Loan of hardware

You agree that this will be a temporary loan of equipment, solely for the use of the Forecasting Service and that IPD may terminate this arrangement immediately upon notice to you. Upon receipt of any such notice you will immediately return any loaned hardware used by IPD.