

## The Main Contract Terms and Conditions

In these terms and conditions The Association of Personal Injury Lawyers (APIL) is called APIL. The other party with whom APIL contracts is called The Customer.

### 1 Definitions

1.1 In these Conditions the following definitions apply:

**Business Day**

means a day other than a Saturday, Sunday or bank or public holiday;

**Conditions**

means APIL's terms and conditions of sale set out in this document;

**Contract**

means the agreement between APIL and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order and any schedules attached hereto;

**Customer**

means the person who purchases the Deliverables from APIL and whose details are set out in the Order;

**Deliverables**

means the Goods or Services or both as the case may be;

**Goods**

means the goods [and related accessories and documentation] and other physical material set out in the Order [or understood by the parties to be included in the Goods] and to be supplied by APIL to the Customer;

**Intellectual Property Rights**

means copyright, patents, know-how, trade secrets, trade-marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

**Location**

means the address(es) for delivery of the Goods and performance of the Services as set out in the Order;

**Main Contract Terms and Conditions**

means the terms and conditions contained in this document, excluding the Schedules, numbered 1 to 19 below.

**Month**

means a calendar month (and "monthly" shall be construed accordingly);

**Order**

means the Customer's order for the Deliverables in APIL's order form OR in the Customer's order form;

**Price**

has the meaning given in clause 3.1;

**Services**

means the services set out in the Order [or understood by the parties to be included in the Services and to be supplied by APIL to the Customer];

**Schedules**

means the schedules to the Main Contract Terms and Conditions

**Specification**

means the description or specification of the Deliverables set out or referred to in the Order;

**Supplier**

means The Association of Personal Injury Lawyers Ltd (APIL) 3, Alder Court, Rennie Hogg Road, Nottingham NG2 1RX; and

**VAT**

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes;
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and
- 1.2.11 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

## **2 Application of these Conditions**

- 2.1 These Conditions apply to and form part of the Contract between APIL and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that APIL otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of APIL.
- 2.4 Each Order by the Customer to APIL shall be an offer to purchase the Deliverables subject to these Conditions.

## **3 Price**

- 3.1 The price for the Deliverables shall be as set out in the Order (Price). No variation in price shall apply unless agreed in writing by APIL.
- 3.2 The Price is exclusive of VAT.
- 3.3 The Customer shall pay any applicable VAT to APIL on receipt of a valid VAT invoice.

## **4 Payment**

- 4.1 APIL shall invoice the Customer for the Deliverables at any time.
- 4.2 The Customer shall pay all invoices:

- 4.2.1 in full without deduction or set-off, in cleared funds within 30 (thirty) days of the date of each invoice.
- 4.3 Time of payment is of the essence.

## 5 Credit limit

APIL may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

## 6 Delivery and performance

- 6.1 The Goods shall be delivered by APIL to the Location specified in the Order. The Services shall be performed by APIL at the Location on the date(s) specified in the Order.
- 6.2 APIL may deliver or perform the Deliverables in instalments. Any delay in performance or defect in an instalment shall not entitle the customer to cancel any other instalment.
- 6.3 Time is not of the essence in relation to the performance or delivery of the Deliverables. APIL shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.
- 6.4 APIL shall not be liable for any delay in or failure of performance caused by:
  - 6.4.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location in accordance with APIL's instructions OR as required for the Deliverables or (iii) provide APIL with adequate instructions for performance or delivery or otherwise relating to the Deliverables;

## 7 Risk

Risk in the Goods shall pass to the Customer on Delivery.

## 8 Title

Title to the Goods shall pass to the Customer once APIL has received payment in full and cleared funds for the Goods.

## 9 Indemnity and insurance

- 9.1 The Customer shall indemnify, and keep indemnified, APIL from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by APIL as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
- 9.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

## 10 Limitation of liability

- 10.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.

- 10.2 APIL shall not be liable for consequential, indirect or special losses.
- 10.3 Except in the case of death or personal injury arising from APIL's negligence, APIL shall not be liable for any special, indirect, consequential or economic loss (including loss of profit, business, revenue, data, goodwill or anticipated savings) however caused and even if foreseeable. In addition, APIL's aggregate liability under this Contract is limited to the price under this Contract.

## 11 Intellectual property

All intellectual property rights (including copyright, database right, registered and unregistered designs, patents, trade-marks, trade names, and all other intellectual property wherever in the world enforceable) discovered or created in the course of or as a result of the discharge of APIL's obligations under this Contract shall vest in APIL and be APIL's absolute property.

## 12 Confidentiality and announcements

- 12.1 The Customer shall keep confidential all Confidential Information of APIL (and of any Affiliate of APIL) and shall only use the same as required to perform the Contract.

## 13 Termination

- 13.1 APIL may terminate the Contract at any time by giving notice in writing to the Customer if:
  - 13.1.1 the Customer commits a breach of the conditions of this Contract;
  - 13.1.2 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 (thirty) days after APIL has given notification that the payment is overdue; or
  - 13.1.3 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 13.2 APIL may terminate the Contract at any time by giving notice in writing to the Customer if
  - 13.2.1 the Customer becomes or appears to become insolvent or bankrupt or in any other way unable to meet its commitments under this or any other contract, or
  - 13.2.2 for whatever reason, the Customer brings or may bring bad publicity or bring APIL's reputation into disrepute.
- 13.3 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of APIL at any time up to the date of termination.

## 14 Notices

- 14.1 All notices given by a party under these Conditions shall be in writing and be in English, and sent by first class mail. They will be deemed to have reached the party to whom it is addressed on the second business day following the date of posting.
- 14.2 This clause does not apply to notices given in legal proceedings.

**15 Time**

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

**16 Waiver**

No failure, delay or omission by APIL in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

**17 Compliance with law**

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

**18 Conflicts within contract**

If there is a conflict between the terms contained in these Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

**19 Governing law**

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

## SCHEDULES

- Schedule 1 Exhibitions
- Schedule 2 Sponsorship
- Schedule 3 Charity golf day
- Schedule 4 APIL training courses and one-day conferences
- Schedule 5 APIL residential conferences
- Schedule 6 APIL webinars
- Schedule 7 APIL in-house training courses
- Schedule 8 APIL consortium courses
- Schedule 9 Advertising
- Schedule 10 Mailing lists