

**EXPERIAN HEAD OFFICE USE**  
A/C NO .....  
LICENCE NO .....

**DATABASE LICENCE**

**THIS LICENCE** is made between **EXPERIAN LIMITED** of Talbot House Talbot Street Nottingham NG1 5HF ("Experian") and the person firm or company named as the Licensee in the Schedule overleaf (the "Licensee")

**WHEREBY**

In consideration of the payment of the Licence Fee referred to overleaf Experian agrees to licence the Databases (as defined overleaf) to the Licensee for the period and otherwise upon the terms and conditions set out overleaf

**Signed for and on behalf of the Licensee**

**Signed for and on behalf of Experian**

.....  
Authorised Signatory

.....  
Authorised Signatory

Name .....

Name .....

Title .....

Title .....

Date .....

Date .....

**IMPORTANT:** The terms and conditions for the licence of the Databases are contained overleaf

Registration England 653331 Registered Office Talbot House Talbot Street Nottingham NG1 5HF

**SCHEDULE**

- Name of Licensee:
- Address of Licensee:
- Licensee's Facsimile Number:
- Licensee's Telephone Number:
- Company Registered Number:

Designated Site(s):  
Commencement Date:

<b>Description of Database</b>	<b>Annual Licence Fee (plus VAT)</b>
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Authorised Users:

Initialed .....

Initialed .....



#### **Definitions**

1. In this Licence unless the context otherwise requires the following words and expressions shall have the following meanings:-
  - "Databases" means the database or databases specified in the Schedule and any data comprised therein
  - "Working Day " means Monday to Friday (excluding Public Holidays)
  - "Designated Site(s)" means those premises of the Licensee specified in the Schedule (or such replacement premises as Experian and the Licensee may agree in writing)
  - "Authorised Users" means the companies specified in the Schedule each being wholly owned subsidiaries of the Licensee or of any company of which the Licensee is itself a wholly owned subsidiary
  - "Schedule" means the Schedule overleaf which shall be comprised in and form an integral part of this Licence and which the parties may agree to vary in writing (subject always to the provisions of Clause 15 hereunder)

#### **Term**

2. Subject to the provisions of Clause 10 this Licence will commence on the Commencement Date (as specified in the Schedule) and will continue in force for one year (the "Initial Period") and shall continue thereafter until terminated on the expiry of the Initial Period or any anniversary thereof by either party serving on the other not less than six months prior written notice

#### **Licence and Updates**

3. (a) Experian hereby grants to the Licensee during the continuance of this Licence a non-exclusive licence to use the Databases at the Designated Site(s) on the following terms and conditions
- (b) Experian will from time to time at its own cost and expense and in its absolute discretion update the Databases and Experian agrees to make available such updates to the Licensee as soon as reasonably practicable after Experian has produced the updates. Use by the Licensee of such updates will be subject to the terms and conditions of this Licence

#### **Licence Fee**

4. (a) The licence fee payable annually in respect of the licence granted hereunder shall be as specified in the Schedule ("the Licence Fee")
- (b) Experian shall have the right to increase the Licence Fee with effect from each anniversary of the Commencement Date ("the Review Date") by the percentage increase in the General Index of Retail Prices (or if such index is no longer published an equivalent index) in the 12 months immediately preceding the relevant Review Date
- (c) The Licensee shall pay the Licence Fee annually in advance (and all other fees and charges payable hereunder) within 30 days of the date of receipt of Experian's correct invoice therefor
- (d) If the Licensee shall not make payment of the Licence Fee by the due date Experian shall be entitled by notice in writing to the Licensee (without prejudice to any other remedies it may have) to charge interest on the amount outstanding at the rate of 2% per annum above Barclays Bank plc base rate for the time being from the date of receipt of the notice until the date on which payment is received by Experian (whether before or after any judgement)
- (e) All fees and charges quoted hereunder are exclusive of Value Added Tax which shall be charged at the rate prevailing from time to time

#### **Copyright and Confidentiality**

5. (a) Property copyright and all other intellectual property rights in the Databases (other than data which have been licensed to Experian the copyright in which remains vested in the licensor) shall at all times remain vested in Experian
- (b) The Licensee shall not have any proprietary or other right in the Databases save as expressly provided in this Licence
- (c) The Licensee undertakes that except with the prior agreement of Experian in writing it shall use the Databases and all other information provided to it hereunder solely for the internal purposes of its own business (and not in any event for the provision of any bureau services) and will:-
  - (i) keep the Databases and such information strictly confidential
  - (ii) not make or caused to be made any copies of the Databases by any reproductive means save for one copy for back up or security purposes
  - (iii) permit access to the Databases and such information only to those of its officers and/or employees who need to know or use the same
- (d) Experian hereby permits the Licensee to merge the Databases with other databases maintained by the Licensee and to segment the Licensee's own address lists using the Databases provided always that the use of such merged Databases and segmented address lists shall remain subject to the provisions of this Licence
- (e) Notwithstanding the aforementioned the Licensee may make the Databases available to the Authorised Users for the Authorised Users' own internal business purposes only provided that the Licensee shall procure that the Authorised Users comply with the terms and conditions of this Licence (where appropriate) to the same extent as if they were named parties hereto
- (f) The Licensee will indemnify Experian in respect of all liability loss claims demands costs or expenses of any kind which it shall at any time incur in connection with the Authorised Users' use of the provided that if the Licensee would have had a claim against Experian in that respect if the Database had been provided to the Licensee instead of the relevant Authorised User then Experian shall counter-indemnify the Licensee against its liability to Experian under the above indemnity subject always to the limitation of liability referred to in clause 7 below (and the indemnity set out in this Clause 5 (f) shall survive termination of this Agreement for any reason Databases
- (g) Subject as hereinafter provided each of the parties hereto undertakes with the other that it shall use its best endeavours to procure that its officers employees and agents shall maintain in strictest confidence and not divulge or communicate to any third party (save for the communication by the Licensee to Authorised Users of such information as they need to know or use in accordance with the terms of this Licence) any Confidential Information relating to the other
- (h) For the purpose of sub-clause (g) of this Clause the expression "Confidential Information" shall mean (as the context may require)
  - (i) any information concerning the one party's customers trade secrets or business dealings transactions or affairs which may come to the notice of the other party during the continuance of this Licence
  - (ii) any information and/or knowhow relating to the methods or techniques used by Experian in devising and developing the Databases and any tapes documents or other materials comprising any part of such information and/or knowhow made available by Experian hereunder
- (i) The provisions of sub-clause (g) of this Clause shall not apply to any Confidential Information to the extent that
  - (i) either party is required to divulge the same by a Court tribunal or governmental authority with competent jurisdiction
  - (ii) it has already come within the public domain other than by default of the obliging party
  - (iii) it was already known to the Licensee or/and Authorised Users prior to the date of disclosure by Experian (as evidenced by written records)
- (j) The provisions of this Clause shall (to the extent appropriate) continue after termination of this Licence

#### **Warranty**

6. (a) Experian hereby warrants to the Licensee to use all reasonable endeavours to ensure that:
  - (i) the data contained in the Databases are accurate
  - (ii) the use by the Licensee of the Databases in accordance with the terms of this Licence will not infringe the copyright or other intellectual property rights of any third party
- (b) Save as provided in sub-clause (a) above or otherwise expressly provided in this Licence or to the extent that it is unlawful for any said representations warranties conditions or undertakings and terms to be excluded Experian makes or includes no representations warranties conditions undertakings or terms (whether express or implied (by statute or otherwise)) in connection with the Databases or the use thereof by the Licensee and/or the Authorised Users
- (c) The data incorporated in the Databases are based on information obtained from third parties over which Experian has no control and therefore save as set out in sub-clause 6(a)(i) above Experian cannot and does not warrant the accuracy of any such data nor does it warrant that the Databases are free of errors and Experian shall not be liable to the Licensee (and/or any Authorised User) for any loss damage or costs incurred by the Licensee (and/or any Authorised User) by reason of any of the data contained in the Databases being inaccurate or containing errors

#### **Limitation of Liability**

7. Notwithstanding anything to the contrary contained in this Licence:-
  - (a) Experian shall not be liable (whether in contract or in negligence or other tort or otherwise) for any indirect or consequential loss and/or loss of profit and/or loss of business suffered by the Licensee (and/or any Authorised User) as a result of or in connection with the use of the Databases or otherwise in connection with this Licence
  - (b) Without prejudice to the provisions of sub-clause 6(c) and 7(a) above the maximum aggregate liability of Experian under or in connection with this Licence in respect of any claim or claims made by the Licensee against Experian in any one year of this Licence giving rise to liability of Experian hereunder whether for breach of any of the terms and conditions of this Licence negligence or other tort or otherwise shall not exceed the amount of the Licence Fee payable under this Licence in respect of the year of this Licence in which the liability arises
  - (c) The provisions of Clauses 6(c) and 7(a) and 7(b) shall not apply to any claims in respect of death or personal injury arising out of the negligence of Experian its servants or agents

#### **Indemnity**

8. The Licensee will indemnify Experian in respect of all liability loss claims demands costs or expenses of any kind which it shall at any time incur in connection with the Licensee by act or omission having rendered the Databases incorrect. Provided that this indemnity shall not apply to the extent that any such liability arises as a result of the default of Experian

#### **Obligations of the Licensee**

9. The Licensee shall procure that Experian and its authorised agents (at all reasonable times and with reasonable notice) shall have access to the Designated Site(s) and any other premises upon which Experian has reason to believe the Databases may be used for the purpose of ensuring that the Licensee is fulfilling its obligations under this Licence

#### **Termination**

10. (a) Notwithstanding anything herein contained either party shall be entitled by written notice to the other to terminate this Licence either immediately or as from the date specified in such notice upon the happening of any of the following events

- (i) if the other party is guilty of any material breach of the provisions of this Licence and such breach if capable of remedy is not remedied within twenty Working Days of written notice to that effect
  - (ii) if an order or a resolution is made or passed for the winding up of the other party (otherwise than for the purposes of solvent reconstruction or amalgamation)
  - (iii) if an Administrator or Administrative Receiver is appointed in respect of the whole or any part of the other party's assets or distress or execution is levied upon any of the assets of the other party and is not paid out within fourteen days
  - (iv) if the other party enters into any scheme of arrangement or composition with its creditors generally
- (b) Termination of this Licence shall be without prejudice to any rights of either party which may have accrued prior to termination
- (c) Upon termination of this Licence for whatsoever reason the Licensee shall immediately deliver up to Experian all copies of the Databases (whether on computer tape or in printed form and whether held by the Licensee or the Authorised Users) and any other information or data supplied by Experian hereunder

**Compliance**

11. Both parties hereto undertake with each other that they will at all times in respect of the Databases comply fully with all relevant statutory enactments or regulations or requirements made by any governmental authority or equivalent bodies of competent jurisdiction

**Force Majeure**

- 12.(a) In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations under this Licence (other than the Licensee's liability to pay sums to Experian) it is agreed that on that party giving notice of such force majeure to the other party with reasonable promptness the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuance of the same it being agreed that each party shall use all reasonable endeavours to remove or avoid such force majeure with all reasonable despatch
- (b) The term "force majeure" as used herein shall mean acts of God strikes lockouts or other industrial disturbances acts of public enemy wars blockades insurrections riots epidemics landslides lightning earthquakes fire storm civil disturbances terrorism governmental or quasi-governmental regulations and directions and any other cause not within the reasonable control of the party claiming suspension all of which by the exercise of due diligence such party is unable to prevent

**Assignment**

13. The rights granted to the parties hereto are personal to them and neither party shall assign or grant any rights under this Licence without the prior written consent of the other (such consent not to be unreasonably withheld or delayed)

**Waiver**

14. No failure by either party to exercise any right or remedy available to it hereunder nor any delay to exercise such right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy

**Entire Licence**

15. This Licence together with the Schedule constitutes the whole of the terms agreed between the parties hereto in respect of the subject matter hereof and supersedes all previous negotiations understandings or representations and shall be capable of being varied only by an instrument in writing signed by a duly authorised officer of each of the parties hereto

**Severance**

16. This Licence is severable in that if any provision of this Licence is determined to be illegal or unenforceable by any Court of competent jurisdiction it shall be deleted to that extent and no further without affecting the remaining provisions of this Licence

**Headings**

17. The headings used for these terms and conditions are for convenience only and shall not affect the construction of this Licence

**Law**

18. This Licence shall be governed by the laws of England to the exclusive jurisdiction of whose Courts the parties hereby submit unless otherwise agreed between the parties

**Schedules**

19. The Schedule to this Licence shall form an integral part of this Licence

**Notice**

20. Any notice to be given hereunder shall be sent in writing by pre paid recorded delivery post or air mail or facsimile to the address or facsimile number as set out in the Schedule (the address of the principal place of business being the address for service if different from the registered office address) and shall be deemed received (if posted to the correct address) two Working Days after being posted or (if sent by facsimile to the correct facsimile number) one hour after transmission or (if sent by facsimile outside normal working hours of the addressee) one hour after the re-opening for business of the addressee provided that service by facsimile shall only be effective if the original of the facsimile is placed in the post the same day as the facsimile is transmitted