

THE STATIONERY OFFICE TERMS AND CONDITIONS FOR A SINGLE NAMED USER LICENCE AGREEMENT FOR BRITISH PHARMACOPOEIA 2016 VIA DOWNLOAD

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE DOWNLOADING THE PUBLICATION

OPERATING SYSTEM REQUIREMENTS: this download requires a computer with Windows 7 or higher or Mac OS X 10.7, 10.8, 10.09, 10.10 or 10.11 with a minimum of 2GB of memory.

IMPORTANT NOTICE TO ALL USERS:

- BY CLICKING ON THE “ACCEPT” BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 11 (IF YOU ARE A BUSINESS) AND CONDITION 12 (IF YOU ARE A CONSUMER).
- BY CLICKING ON THE “ACCEPT” BUTTON, IF YOU ARE A CONSUMER, YOU ARE CONFIRMING THAT YOU CONSENT TO THE IMMEDIATE PERFORMANCE OF THE CONTRACT AND ACKNOWLEDGE THAT YOU WILL LOSE YOUR RIGHT OF WITHDRAWAL FROM THE CONTRACT ONCE THE DOWNLOAD OF THE CONTENT HAS BEGUN.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE PUBLICATION TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING PROCESS NOW.
- IF YOU ARE A CONSUMER AND DO NOT AGREE TO THESE TERMS, YOU MUST EMAIL US OR SEND US THE COMPLETED MODEL CANCELLATION FORM WITHIN 14 CALENDAR DAYS AFTER THE DATE YOU COMPLETED YOUR ORDER. E-MAIL US AT SUBSCRIPTIONS@TSO.CO.UK , USE OUR CANCELLATION FORM OR CONTACT OUR CUSTOMER SERVICES TEAM BY TELEPHONE ON +441603 696972. WE WILL E-MAIL YOU TO CONFIRM WE HAVE RECEIVED YOUR CANCELLATION. IF YOU ARE EMAILING US PLEASE INCLUDE DETAILS OF YOUR ORDER TO HELP US IDENTIFY IT. IF YOU SEND US YOUR CANCELLATION NOTICE BY E-MAIL, THEN YOUR CANCELLATION IS EFFECTIVE FROM THE DATE YOU SEND THE E-MAIL TO US. IF YOU DO THIS YOUR LICENCE FEE WILL BE REFUNDED.

YOU SHOULD PRINT A COPY OF THIS LICENCE FOR FUTURE REFERENCE.

1. The following meanings are given to the definitions used throughout these terms and conditions:
 - “**Consumer**” means an individual purchasing a Licence for purposes which are wholly or mainly unrelated to that individual’s trade, business, craft or profession.
 - “**Crown Copyright Notice**” means © Crown Copyright 2015.
 - “**MHRA**” means Medicines and Healthcare products Regulatory Agency, an Executive Agency of the Secretary of State for Health.
 - “**Named User**” shall mean the sole person that shall have access to the Publication.
 - “**Period**” shall mean the date that you download the Publication until 31 August 2016.
 - “**Publication**” shall mean the 2016 edition of British Pharmacopoeia.
 - “**Site**” means www.pharmacopoeia.com

“**Licence**” means the contract for access to the Publication that You have paid for and which shall be available to You the Period in accordance with these Terms.

“**Superseded Publication**” shall mean the version of the Publication that has been downloaded by You in accordance with these Terms that shall become obsolete upon Us providing You with an Update.

“**Terms**” shall mean this page together with Our Privacy Policy which tells You information about the legal terms and conditions on which We provide You with a Licence.

“**Update**” shall mean a revised version of the Publication which shall include updates and/or amendments to the editorial content, texts and/or monographs.

“**Us**” or “**We**” or “**Our**” means The Stationery Office Limited, a company registered in England and Wales under company number 03049649 and with our registered office at 29 St John’s Lane, London, EC1M 4NA. Our VAT number is GB662774703.

“**You**” and “**Your**” means the Named User or the organisation or individual that has purchased the Licence on behalf of the Named User.

2. We amend these Terms from time to time as set out in Clause 14. Every time You wish to purchase a Licence please check these Terms to ensure You understand the terms which will apply at that time. These Terms were most recently updated on 28 August 2015.
3. These Terms are only in the English language.

4. INFORMATION ABOUT US

4.1. We publish the Publication on behalf of MHRA except that European Pharmacopoeia texts and monographs are reproduced with the permission of the Council of Europe and are copyright Council of Europe (these monographs are identified in the Publication by a chaplet of stars). The Publication is a “value added” product. If You wish to re-use the Crown Copyright material from the Publication applications must be made in writing clearly stating the material requested for re-use, and the purpose for which it is required. Applications should be sent to: The Editor, British Pharmacopoeia, MHRA, 151 Buckingham Palace Road, London, SW1W 9SZ or by emailing: bpsect@mhra.gsi.gov.uk

4.2. Contacting Us if You are a Consumer:

4.2.1. To cancel Your Licence in accordance with Your legal right to do so as set out in Clause 15, You just need to let Us know that You have decided to cancel. The easiest way to do this is to e-mail Us at subscriptions@tso.co.uk , use Our cancellation form or contact Our Customer Services team by telephone on +441603 696972. We will e-mail You to confirm We have received Your cancellation. If You are emailing Us please include details of Your order to help Us to identify it. If You send Us Your cancellation notice by e-mail, then Your cancellation is effective from the date You send the e-mail to Us.

4.2.2. If You wish to contact Us for any other reason, including because You have any complaints, You can contact Us by telephoning Our customer service team on +441603 696972 or by e-mailing Us at subscriptions@tso.co.uk.

4.2.3. If We have to contact You or give You notice in writing, We will do so by e-mail or by pre-paid post to the address You provide in Your order.

4.3. Contacting Us if You are a business:

You may contact Us by telephoning Our customer service team at +448706005522 or by e-mailing Us at subscriptions@tso.co.uk. If You wish to give Us formal notice of any matter in accordance with these Terms, please see Clause 23.

5. HOW WE USE YOUR PERSONAL INFORMATION

We only use Your personal information in accordance with the Privacy Policy. Please take time to read the Privacy Policy which is available on the Site, as it includes important terms which apply to You.

6. IF YOU ARE A CONSUMER

If You are a Consumer, You may only purchase a Licence if You are at least 18 years old.

7. IF YOU ARE A BUSINESS CUSTOMER

7.1. If You are not a Consumer, You confirm that You have authority to bind any business on whose behalf You have purchased a Licence.

7.2. These Terms constitute the entire agreement between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to the subject matter.

7.3. You acknowledge that in agreeing to these Terms You do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

7.4. You and We agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement under these Terms.

8. GRANT OF LICENCE

8.1. In consideration of Your payment of the licence fee for the Publication, We shall grant to You, the Named User, a single-user licence for the Publication, for the Period solely in accordance with these Terms.

Authorised Use of Publication

8.2. Further to Clause 8.1 We shall grant to You, the Named User, the non-exclusive and non-transferable right to use the Publication solely in accordance with these Terms.

8.3. You, the Named User, may download and use the Publication for your personal purposes (if you are a consumer) or your internal business purposes (if you are a business only) on a maximum of two central processing units provided that:

8.3.1. the Publication is used on only one computer at any one time; and

8.3.2. the Publication is only used by the Named User at any and all times.

8.4. You, the Named User, shall not permit any third party to use the Publication nor can You use the Publication on behalf of or for the benefit of any third party in any way whatsoever.

8.5. You, the Named User, may search, view, copy and print out the Publication or parts thereof subject to Clause 13.2.4.

Your Obligations

8.6. Except as expressly permitted by these Terms, or as required by law, You undertake:

8.6.1. not to rent, sell, lease, sub-license, loan, copy, modify, vary, adapt, merge, translate the Publication;

8.6.2. not to reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Publication or its associated documentation or use, reproduce or deal in this Publication or any part thereof in any way not expressly permitted by these Terms;

- 8.6.3.** not to make alteration to, or modifications, adaptation or translation of, the whole or any part of the Publication nor permit the same or any part of the Publication to be combined with, or become incorporated in, any other program, product or material;
 - 8.6.4.** not to use any access software system to search the Publication other than the software provided under these Terms;
 - 8.6.5.** to co-operate fully with the Us in the diagnosis of any error or defect in the Publication;
 - 8.6.6.** to notify Us immediately if You become aware of any unauthorised use of the whole or any part of the Publication by any person;
 - 8.6.7.** to include the Crown Copyright Notice on all entire and partial copies of the Publication in any form.
- 8.7.** In the event that We provide you with an Update, You shall be obliged to download such Update and delete a Superseded Publication without delay. We accept no liability whatsoever for your failure to comply with this obligation.

Ownership

- 8.8.** The copyright in the Publication is owned by the Crown and managed by MHRA on behalf of the Crown except European Pharmacopoeia texts and monographs which are reproduced with the permission of the Council of Europe and are copyright Council of Europe.
- 8.9.** You acknowledge that all intellectual property rights in the Publication throughout the world belong to the Crown, that rights in the Publication are licensed (not sold) to You and that You have no rights in, or to, the Publication other than the right to use it in accordance with these Terms.
- 8.10.** MHRA hereby reserves all intellectual property rights in the Publication and in MHRA's trademarks, logos, brands and domain names.

Warranties

- 8.11.** We warrant that the Publication will not infringe any third party intellectual property rights.
- 8.12.** You acknowledge and agree that:
 - 8.12.1.** the Publication is provided to You on an 'as is' basis and that (unless required to do so by law) We have no obligation under these Terms to remedy any interruptions, errors or defects that there may be with the Publication; and
 - 8.12.2.** You shall be responsible for ensuring that Your use of the Publication is compliant with all applicable laws and regulatory requirements in the jurisdiction in which You use the Publication.
- 8.13.** We will take reasonable steps to ensure that the Publication is virus-free.
- 8.14.** We do not warrant that the Publication will meet Your requirements, be fit for any particular purpose or that the operation of the Publication will be uninterrupted or error-free.

9. OUR RIGHT TO VARY THESE TERMS

- 9.1.** We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated.
- 9.2.** Every time You purchase a Publication from Us, the Terms in force at the time of Your order will apply.
- 9.3.** We may revise these Terms as they apply to Your Licence from time to time to reflect changes in relevant laws and regulatory requirements.
- 9.4.** If We have to revise these Terms as they apply to Your Licence, We will contact You to give You reasonable advance notice of the changes and let You know how to cancel Your Licence if You are not happy with the changes. If You opt to cancel, We will arrange a refund of the price You have paid for on a pro-rata basis. If

You opt to cancel, You must notify Us within seven (7) days of Us telling You about the changes to the Terms as they apply to Your Licence.

10. YOUR CONSUMER RIGHT OF RETURN AND REFUND

10.1. If You are a Consumer, You have a legal right to cancel a contract within fourteen (14) calendar days of the date after the conclusion of the contract. For example, if You purchase a Licence on 1 January, 15 January will be the last day that You can cancel Your Licence. However by accepting these Terms, You have confirmed that You consent to the immediate performance of the contract and acknowledge that You will lose Your right of withdrawal from the contract once the download of the Publication has begun. If You are based in the United Kingdom, advice about Your legal right to cancel a contract is available from Your local Citizens' Advice Bureau or Trading Standards office.

10.2. To cancel Your Licence in accordance with Clause 9.4 and this Clause 10, You just need to let us know that You have decided to cancel. The easiest way to do this is to e-mail Us at subscriptions@tso.co.uk, use Our cancellation form or contact Our Customer Services team by telephone on +441603 696972. We will e-mail You to confirm that We have received Your cancellation. If You are emailing Us please include details of Your order to help Us identify it. If You send Us Your cancellation notice by e-mail, then Your cancellation is effective from the date You send the e-mail to Us.

10.3. If You cancel Your Licence We will:

10.3.1. refund You the price You paid for the Licence less any reduction calculated in accordance with Clause 9.4 if applicable.

10.3.2. make any refunds due to You as soon as possible and in any event within 14 days after You inform Us of Your decision to cancel.

10.4. If You have cancelled because the Publication is faulty or mis-described, We will refund the price of the Licence in full.

10.5. We will refund You using the same method You used to pay for the Licence or as otherwise agreed between us.

10.6. Because You are a Consumer, We are under a legal duty to supply a Publication that is in conformity with these Terms. As a Consumer, You have legal rights in relation to a Publication that is faulty or not as described. These legal rights are not affected by Your right of return and refund in this Clause 10 or anything else in these Terms. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office.

11. OUR LIABILITY IF YOU ARE A BUSINESS

11.1. We only supply the Publication for internal use by Your business, and You agree not to use the Publication for any resale purposes.

11.2. Nothing in these Terms limits or excludes Our liability for:

11.2.1. Death or personal injury caused by Our negligence;

11.2.2. Fraud or fraudulent misrepresentation;

11.2.3. Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

11.2.4. Defective products under the Consumer Protection Act 1987.

11.3. Subject to Clause 11.2:

11.3.1. We will under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit whether direct or indirect, or any indirect or consequential loss arising under or in connection with the Licence and;

11.3.2. Our total liability to You in respect of all other losses arising under or in connection with the Licence, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price paid for the Licence.

11.4. Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Publication. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

12. OUR LIABILITY IF YOU ARE A CONSUMER

12.1. If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time we entered into the contract.

12.2. We only supply the Publication for domestic and private use. You agree not to use the Publication for any commercial, business or resale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.3. We do not in any way exclude or limit Our liability for:

12.3.1. Death or personal injury caused by Our negligence;

12.3.2. Fraud or fraudulent misrepresentation;

12.3.3. Any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

12.3.4. any breach of the terms implied by section 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

12.3.5. Defective products under the Consumer Protection Act 1987.

13. TERMINATION

13.1. The Licence shall automatically terminate if You fail to comply with any of the Terms.

13.2. On termination of the Licence for any reason:

13.2.1. all rights granted to You under Clause 8, above, shall cease;

13.2.2. You shall cease all activities authorised under Clause 8, above;

13.2.3. if We are in breach of any of Our obligations under these Terms, We shall refund to You a pro-rata fee for the balance of the Period, which shall be Your sole remedy if you are a business;

13.2.4. You shall immediately destroy all copies of the Publication in Your possession and permanently delete or remove the Publication from all CPUs and any other computer equipment in Your possession, custody or control and, in the case of destruction, certify to Us that You have done so.

13.3. Termination under this Clause 13 shall not affect the rights or remedies of the party terminating as accrued prior to termination.

14. DISCONTINUATION FOR INFRINGEMENT

14.1. Should the Publication become the subject of a claim of intellectual property infringement as a result of which the Publication is not able to continue to be used We may, at Our option and expense, either:

14.1.1. procure for Your right to continue using the Publication; or

14.1.2. replace or modify the Publication so that it becomes non-infringing with no loss of functionality.

14.2. If We do not address Your inability to use the Publication in accordance with Clause 14.1, We may terminate the Licence immediately and promptly refund to You on a pro-rata basis any pre-paid fee for the remainder of the Period.

15. EVENTS OUTSIDE OUR CONTROL

- 15.1.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 15.2.** An **Event Outside Our Control** means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 15.3.** If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- 15.3.1.** We will contact You as soon as reasonably possible to notify You; and
- 15.3.2.** Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.
- 15.4.** Either Party may cancel a Licence affected by an Event Outside Our Control which has continued for more than 60 days. Please also see Clause 10 for Your Consumer cancellation rights.

16. COMMUNICATIONS BETWEEN US

- 16.1.** When We refer, in these Terms, to “in writing”, this will include e-mail.
- 16.2.** If You are a Consumer, You may contact Us as described in Clause 4.
- 16.3.** If You are a business:
- 16.3.1.** Any notice or other communication given by You to Us, or by Us to You, under or in connection with these Terms shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
- 16.3.2.** A notice or other communication shall be deemed to have been received: if delivered personally, when left at Our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting or if sent by e-mail, one business day after transmission.
- 16.3.3.** In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 16.3.4.** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. OTHER IMPORTANT TERMS

- 17.1.** We may transfer Our rights and obligations under these Terms to another organisation, but this will not affect Your rights or Our obligations under these Terms. We will always notify You in writing if this happens.
- 17.2.** You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing, in advance.
- 17.3.** You and We acknowledge and agree that We have entered into a separate agreement with MHRA under which We have been granted a licence of certain rights, including the right to licence certain rights in the Publication to You. If Our agreement with MHRA terminates or expires, We shall use Our reasonable endeavours to procure that MHRA assumes Our rights and obligations under these Terms.

- 17.4.** These Terms are not intended to confer a benefit on, or be enforceable by, any person who is not a party to them except as set out in these Terms except for the purpose of enabling MHRA to enforce its intellectual property rights and any other rights it has pursuant to these Terms.
- 17.5.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.6.** Our failure to exercise or delay in exercising any of Our rights under these Terms does not constitute a waiver of such rights or remedies.
- 17.7.** You will not do, or permit to be done, anything that may detrimentally affect Our copyright, trademarks or any other intellectual property rights in the Publication or Site.
- 17.8.** You will not use Our name or logo in any fashion, including but not limited to customer lists, marketing materials or lists or references without Our written permission.

18. GOVERNING LAW AND JURISDICTION

- 18.1.** If You are a Consumer, please note that these Terms are governed by English law. This means that the Licence and any dispute or claim arising out of or in connection with it will be governed by English law. You and We both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.
- 18.2.** If You are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Licence or its subject matter or formation (including non-contractual disputes or claims).