

In collaboration with ABC

Company Details			
Company Name			
Address			
Tel No.		Website	
Fax No.		Email Domain (e.g. @abc.org.uk is ours)	
Is your company part of a larger organisation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, please specify the overall owner:
Is your company an IAB Europe member?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Is your company member of a National IAB in Europe?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Registration Number (UK only):		VAT Number (UK & EU):	

People we need to know about:			
NB: Only people listed below and identified as requiring access will be able to log in to the restricted access area of our website.			
INVOICE CONTACT			
Job Title			
Name Mr/Ms/Mrs/Miss			
Tel No.		Access to the data required? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Email			
FORMS/SENIOR CONTACT			
Job Title			
Name Mr/Ms/Mrs/Miss			
Tel No.		Access to the data is automatic	
Email			
OTHER CONTACTS REQUIRING ACCESS TO THE DATA			
Job Title			
Name Mr/Ms/Mrs/Miss			
Tel No.			
Email			
Job Title			
Name Mr/Ms/Mrs/Miss			
Tel No.			
Email			
Job Title			
Name Mr/Ms/Mrs/Miss			
Tel No.			
Email			
Job Title			
Name Mr/Ms/Mrs/Miss			
Tel No.			
Email			

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Services	
"the services"	<p>The Subscribed Company will receive the following:</p> <ol style="list-style-type: none"> Access to the ABC website and its restricted access technical area which holds: <ol style="list-style-type: none"> The International IAB/ABC Spiders & Robots List The International IAB/ABC List of Valid Browsers The ABC IP Address Exclusion List A "Steps to Implementation" document. Support in implementing and updating the lists. Information on the management of the centrally updated lists reflecting monthly changes that are brought to the attention of IAB US, ABC UK or the Policy Board.
Terms	
	<ol style="list-style-type: none"> Upon registering for ABC's Spiders & Robots service the subscription issued is <u>only</u> applicable to: <ol style="list-style-type: none"> The nominated people stated on the Subscription form. The website(s) or service(s) registered. Where the Subscription is bought for re-sale or to embed in a product or service sold for commercial purposes, the Non-Member fee applies. Fees will be subject to review annually (or where exchange rates fluctuate greater than 5% at time of invoicing).

The organisation (as per the 'Company Name' above) applies to subscribe to ABC's Spiders & Robots Service which includes access to the monthly updated International IAB/ABC Spiders & Robots List. When accepted, the organisation agrees to observe our Terms and Conditions as set out herein.

All our clients agree to pay the Annual Subscription Fee, invoiced within the first month after registration and in the same month annually each year.

The Subscription Form is not accepted by us until it has been confirmed by us in writing to the person with overall responsibility as detailed above. Please note that the subscription fee is non-refundable.

Fees			
Annual Subscription Fee (please tick as appropriate):	£	€ estimate*	
IAB Europe Corporate Member (EU National IAB member)			Yes <input type="checkbox"/>
IAB Europe Associate Member			Yes <input type="checkbox"/>
Non Member of IAB Europe network			Yes <input type="checkbox"/>
Total A cheque, BACS or credit card payment is payable to us for:			
Signed (Senior Contact)		Name	
Position	CISO. Information Security Unit Lead	Date	
Payment is included with this application		<input type="checkbox"/>	
Please Invoice me		<input type="checkbox"/>	
Purchase Order Number is (if applicable)			
* Invoices will be in Pounds Sterling or Euros for businesses in the Eurozone. Euro fees will be calculated at the time of invoicing referencing the published Sterling to Euro exchange rate.			

Payment options			
<input type="checkbox"/> Credit Card (Visa/MasterCard only)	Please leave a telephone number and we will contact you to arrange taking your payment:		
<input type="checkbox"/> Cheque	Please make cheques payable to: Audit Bureau of Circulations Ltd		
<input type="checkbox"/> X BACS Transfer	Please use the bank details below:		
Our Company Details		Our Bank Details	
Company Name	Audit Bureau of Circulations	Bank Name	National Westminster Bank plc
Address (for remittances)	Charter House, Black Prince Yard 207-209 High Street Berkhamsted HP4 1AD	Bank Address	199 High Street Berkhamsted Herts HP4 1BH
Contact Name	Rebecca Lugg	Sort Code	60-02-21
Contact Phone No.	01442 200725	Account Number	54224284

Setting the standard

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TERMS AND CONDITIONS

All our customers agree to abide by the following:

1. APPLICATION

- 1.1 The contract ("the Contract") between Audit Bureau of Circulations Limited ("ABC") and "the Customer" shall comprise the following:
 - 1.1.1 the terms and conditions set out below;
 - 1.1.2 the "Subscription Form".(The documents referred to at 1.1.1 to 1.1.2 inclusive, shall, taken together, form the Contract.)
- 1.2 The Contract sets out the services ("the Services"), which ABC shall provide to the Customer.
- 1.3 An expression in any of the documents referred to in clauses 1.1.1 to 1.1.2 shall have the same meaning in each of them, unless the context requires otherwise.
- 1.4 No variation of this Contract shall be binding unless agreed in writing by both parties

2. CONTRACT PRICE AND PAYMENT

- 2.1 The price for the Services is as set out in the Subscription Form (the "Charges"). The Charges are exclusive of VAT, which shall be payable by the Customer in addition to the Charges.
- 2.2 ABC agrees that in consideration of the payment of the Charges by the Customer in accordance with this Contract it shall provide the Services.
- 2.3 Subject to clause 2.4, the Customer shall pay all invoices delivered pursuant to this Contract within thirty (30) days of the date of receipt of such invoice.
- 2.4 If the Customer fails to pay any monies due under or in connection with this Contract on the due date for payment then without prejudice to any other right or remedy due to ABC, ABC will be entitled to:
 - 2.4.1.1 suspend performance of any obligation owed by ABC under this Contract until such payment is made; and/or
 - 2.4.1.2 require payment in full by the Customer of the Charges before supplying any further part of the Services under this Contract; and/or
 - 2.4.1.3 charge interest on any payments due under this Contract (after as well as before judgement) at the rate of 3% per annum above the base rate of National Westminster Bank plc for the time being in force calculated from the date on which the outstanding sum fell due to the date upon which it is paid.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 The parties agree that all intellectual property rights arising in connection with the provision of the Services by ABC during the term of this Contract shall vest in ABC. ABC now grants the Customer a non-exclusive, perpetual, royalty-free licence to use such intellectual property rights subject to the Customer having complied with its obligations under this Contract.
- 3.2 The Customer undertakes not to use the ABC logo or any ABC Kite marks until authorised in writing by ABC to do so and then only on the terms and conditions set out in the Guidance Notes.

4. LIABILITY

- 4.1 Subject to clause 4.4, ABC's total liability under or in connection with this Contract will not in aggregate exceed the Charges paid by the Customer.
- 4.2 ABC shall not be liable for any claim for damage to, loss of or costs in respect of any consequential or indirect loss including without limitation loss of profit, revenues, goodwill, anticipated savings or business opportunities.
- 4.3 ABC will not be liable to the Customer for any loss or corruption of data, software or database configuration held by the Customer to the extent that it could have been avoided by the Customer keeping adequate back up copies of its data, software or database configuration in accordance with best data processing practice.
- 4.4 Notwithstanding anything to the contrary in this Contract ABC's liability to the Customer:-
 - 4.4.1 for death or personal injury caused by the negligence of ABC, its employees, agents or sub-contractors;
 - 4.4.2 for fraud (including without limit, fraudulent misrepresentation);is not limited (but nothing in this clause confers any right or remedy upon the Customer to which it would not otherwise be entitled).
- 4.5 This clause 4 has continuing effect after termination of this Contract.

5. CONFIDENTIALITY

- 5.1 ABC and the Customer undertake to each other:-
 - 5.1.1 to keep confidential all information concerning the business and affairs of the other that it has obtained or received as a result of the discussions leading up to or the entering into, or obtains or receives in performance of, this Contract (the "Information");
 - 5.1.2 not to disclose the Information in whole or in part to any other person without the other's written consent, save those of its employees, agents and sub-contractors involved in the provision of the Services and who have a need to know the same; and
 - 5.1.3 to use the Information solely in connection with the Services and not for its own benefit or the benefit of any third party.
- 5.2 The provisions of clause 5.1 do not apply to any Information which is already in the public domain, which is lawfully obtained free of any duty of confidentiality otherwise than directly or indirectly from the other party to this Contract.
- 5.3 This clause 5 has continuing effect after termination of this Contract.

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6. FORCE MAJEURE

ABC shall not be liable to the Customer or be in breach of its obligations to the Customer if by reason of any cause beyond its reasonable control it is delayed in performing or fails to perform the Services or any part of them.

7. TERMINATION

7.1 This Contract may be terminated by notice in writing with immediate effect:

7.1.1 by ABC if the Customer fails to pay any sum due under this Contract on or before the date it is due to be paid;

7.1.2 by either party if the other commits a material breach of any term of this Contract (other than one falling within clause 7.1.1 above) which (in the case of a breach capable of being remedied) has not been remedied within thirty (30) days of a written request to remedy the breach (and for these purposes it is agreed that lateness is a remediable breach); or

7.1.3 by either party if the other proposes a voluntary arrangement, suffers an insolvency event or any similar or analogous event occurs in relation to the other party in this or any other jurisdiction.

7.1.4 by Customer upon ninety (90) days written notice to ABC.

7.2 For the avoidance of doubt, ABC shall not be deemed to have breached its obligations under this Contract to the extent that any act or omission on its part is due to any delay or failure by the Customer to give instructions, authority or information where the same has been properly sought or where the act or omission on ABC's part arises due to an act or omission on the Customer's part.

7.3 Any termination of this Contract under this clause 7 is without prejudice to any other rights or remedies a party may be entitled to under this Contract or at law. It does not affect any accrued rights or liabilities of either party nor any provision which is expressly or by implication intended to come into force on, or continue in force after, termination.

8. ACCESS TO CUSTOMER'S DATA AND SYSTEMS

8.1 Subject to clause 8.2, the Customer shall afford ABC's employees, agents and sub-contractors such access to the Customer's premises as may be necessary for the performance of the Services.

8.2 Access referred to in clause 8.1 is to be at reasonable times and on reasonable notice.

9. WAIVER

9.1 The failure or delay by either party to exercise or enforce any of its rights or to enforce any obligation which the other party is in breach of under this Contract is not a waiver of that right and nor will it bar enforcement of that obligation (or any similar or other obligation) at that time or at any subsequent time.

10. ASSIGNMENT

10.1 The Customer may not assign, transfer, mortgage, sub-licence, charge or otherwise dispose of or encumber this Contract, or any of its rights or obligations under it, without the prior written consent of ABC which will not be unreasonably withheld.

10.2 Neither party may assign its rights and obligations under this Contract without the prior written consent of the other.

10.3 ABC will be free to sub-contract any or all of its rights and obligations under this Contract as it in its absolute discretion sees fit provided that written notice is provided to the Customer in advance of any such change.

11. NOTICES

11.1 Any notice or other document to be served under this Contract must be in writing and a notice or other document will be effectively served if served in the following ways (and shall be deemed to have been served at the times stated):-

11.1.1 by pre-paid recorded delivery post – on the second day after posting;

11.1.2 by fax – upon receipt of an error-free reception code (provided that a copy is sent by pre-paid first class post on the date the fax is sent);

11.1.3 by e-mail – upon receipt of a message transferred confirmation if applicable (provided that a copy is sent by pre-paid first class post on the date the email is sent);

11.1.4 by personal delivery – upon actual delivery or upon refusal to accept delivery.

11.2 Any notice or other document to be served under this Contract shall be addressed to the recipient's address stated in this Contract or any other address of which the recipient has notified the other party (or alternatively in the case of a company, to the registered office of that company).

12. SEVERANCE

If any provision of this Contract or of any document made in connection with this Contract is determined by any court, tribunal or administrative body of a competent jurisdiction to be wholly or partly unenforceable for any reason, that unenforceability shall not affect the rest of this Contract or that document, the unenforceable part being deemed severed and deleted and the remainder continuing in full force and effect.

13. ENTIRE AGREEMENT

This Contract forms the entire agreement between the parties on its subject matter and supersedes all previous contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between ABC and the Customer, in each case, whether written, arising from custom or oral.

14. LAW

This Contract is governed by and is to be construed in accordance with English Law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.