

Subscription Terms and conditions

The Terms and Conditions below apply to all publications published by Cornwall Insight. If you have any queries or concerns, please contact us on 01603 604400 before placing your order.

1. INTERPRETATION

1.1 Definitions:

Agreed Purposes: the supply of the Publications by Cornwall Insight to the Subscriber in accordance with these Conditions.

Annual Subscription Fee: the annual subscription fee notified by Cornwall Insight to the Subscriber in advance of the Contract and payable in accordance with clause 5 or as otherwise agreed in writing during the course of the Contract.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.4.

Contract: the contract between Cornwall Insight and the Subscriber for the supply of Publications in accordance with these Conditions.

Cornwall Insight: Cornwall Insight Limited, registered in England and Wales with company number 05379768.

Data Controller: has the meaning given to it in the Data Protection Legislation.

Data Protection Legislation: all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a Supervisory Authority (or its UK equivalent) relating to privacy, confidentiality, security, direct marketing or data protection of Personal Data or corporate data (including any national laws implementing any such legislation (including Directives 95/46/EC, 2002/58/EC and 97/66/EC)), including the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and, from implementation, the General Data Protection Regulation.

Data Subject: has the meaning given to it in Data Protection Legislation.

Forum: any one or more forums that are provided by Cornwall Insight in accordance with these Conditions.

Forum Services: the provision of a Forum for discussion and Q&A on particular topics supplied by Cornwall Insight to the Subscriber as set out in these Conditions

Forum Venue: the venue where a Forum takes place, as advertised by Cornwall Insight prior to the Forum.

Further Subscription Period: has the meaning given in clause 5.3

General Data Protection Regulation (GDPR): Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Initial Subscription Period: has the meaning given in clause 5.1.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Permitted Recipients: the parties to this Contract, the employees of each party and any third parties engaged to perform obligations in connection with this Contract.

Personal Data: has the meaning given to it in the Data Protection Legislation.

Publication: the publication or publications subscribed to by the Subscriber following payment of one or more Annual Subscription Fees.

Shared Personal Data: the Personal Data to be shared between the parties under this Contract.

Subscriber: the person or firm who purchases a Subscription from Cornwall Insight.

Subscription: the annual subscription to a Publication or Publications or Forum Services supplied by Cornwall Insight to the Subscriber in accordance with these Conditions.

Supervisory Authority: has the meaning given to it in the Data Protection Legislation.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words

preceding those terms.

(c) A reference to writing or written includes email.

2. COMMENCEMENT AND BASIS OF CONTRACT

2.1 Submitting the relevant subscription order with Cornwall Insight constitutes an offer by the Subscriber to purchase a Subscription in accordance with these Conditions.

2.2 The offer shall only be deemed to be accepted when Cornwall Insight issues written acknowledgment at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Subscriber seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including in particular any terms which the Subscriber seeks to impose in any purchase order or similar.

3. THE PUBLICATIONS

3.1 Cornwall Insight shall supply the requested Publication/s to the Subscriber for one year following payment of the Annual Subscription Fee (commencing on the first Publication published following payment). Such supply may be via email delivery (to an address as advised by the Subscriber) or via access to an online portal.

3.2 Whilst Cornwall Insight will use all reasonable endeavours to ensure that Publications are published in accordance with their advertised publication schedules, there may be circumstances beyond Cornwall Insight's control which delays a Publication and time shall not be of the essence for the publication of any particular Publication.

3.3 Cornwall Insight shall have the right to make any changes to the Publications which are necessary to comply with any applicable law or regulatory requirement, or which do not materially affect the nature or quality of the Publications.

3.4 In the event that access to the Publications is given electronically, the Publications may only be downloaded by the specified users (or the amount of users, as the case may be) as agreed in advance between Cornwall Insight and the Subscriber.

3.5 Cornwall Insight warrants to the Subscriber that the Publications to which the Subscriber subscribes will be prepared using reasonable care and skill.

3.6 Cornwall Insight may at any time change the frequency, format or issue date of any of its Publications.

4. THE FORUMS

4.1 Cornwall Insight warrants that the Forums will be provided and delivered using reasonable care and skill.

4.2 Forum topics (along with venues and timings) will normally be published in advance and made available on Cornwall Insight's website. Cornwall Insight reserves the right to make any changes to the Forum topic or format which does not materially affect the nature or quality of the services provided.

4.3 Where any Forums are provided online, it is the Subscriber's responsibility prior to placing any order to ensure that its technology is compatible with the systems used by Cornwall Insight (details of which can be provided upon request). Due to the inherent

nature of the internet, Cornwall Insight cannot be responsible for any disruption or disturbance which is not within Cornwall Insight's reasonable control. The Subscriber must comply with any instructions given by Cornwall Insight both before and during any electronic Forum and Cornwall Insight shall not be responsible for any disruption in service following any failure to comply with such instructions.

4.4 The Subscription shall be payable in full regardless of the Subscriber's level of attendance at the Forums.

4.5 The Subscriber may send up to the number of representative(s) to each Forum as agreed in writing between Cornwall Insight and the Subscriber.

4.6 Cornwall Insight may cancel or reschedule a Forum or change a Forum Venue at any time prior to the Forum and for any reason. In these circumstances, Cornwall Insight's liability shall be limited to a credit note of the Subscription pro-rata in the case of cancellation only.

5. CHARGES, PAYMENT AND SUBSCRIPTION PERIOD

5.1 The Subscriber shall pay for the Subscription annually in advance by payment of the Annual Subscription Fee, at which point the Subscription shall continue for one year from the date of payment (Initial Subscription Period).

5.2 The Annual Subscription Fee may be increased in each year at any time prior to any subsequent Annual Subscription Fee becoming due.

5.3 At the end of the Initial Subscription Period, the Subscription shall continue for a further 12-month period (Further Subscription Period) and so on with further 12-month subscription periods, until terminated in accordance with clause 9.

5.4 The Subscriber shall pay each invoice submitted by Cornwall Insight:

- (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by Cornwall Insight, and
- time for payment shall be of the essence.

5.5 All amounts payable by the Subscriber are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made by Cornwall Insight to the Subscriber, the Subscriber shall, on receipt of a valid VAT invoice from Cornwall Insight, pay to Cornwall Insight such additional amounts in respect of VAT as are chargeable on the supply of the Subscription at the same time as payment is due for the Subscription.

5.6 If the Subscriber fails to make any payment due to Cornwall Insight by the due date for payment, then the Subscriber shall pay interest on the overdue amount at the rate of 4% per cent per annum above Lloyds Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Subscriber shall pay the interest together with the overdue amount.

6. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of the Publications or any materials distributed during or in advance of Forums shall be owned by Cornwall Insight. The

Publications and materials are provided for the sole internal use of the Subscriber and may not be copied or distributed to any third party without Cornwall Insight's written consent and Cornwall Insight reserves the right to suspend or cancel any Subscription without notice (and without refund) if it has reasonable belief that the Subscriber has breached the terms of this clause or of any other clause limiting the amount of users of the services.

7. DATA PROTECTION

7.1 This clause 7 sets out the framework for the sharing of Personal Data between the parties as Data Controllers. Each party acknowledges that one party (the "Data Discloser") will regularly disclose to the other party (the "Data Recipient") Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

7.2 Each party shall comply with all the obligations imposed on a Data Controller under the Data Protection Legislation.

7.3 Each party shall:

- (a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient under this Contract;
- (b) process the Shared Personal Data only for the Agreed Purposes;
- (c) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (d) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality);
- (e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and
- (f) not transfer any Personal Data outside of the European Economic Area unless the transferor:
 - (i) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint Data Controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

7.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to Data Subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any Data Subject access request;
- (c) provide the other party with reasonable assistance in complying with any Data Subject access request;
- (d) not disclose or release any Shared Personal Data in response to a Data Subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with any Supervisory Authority;

- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Contract unless required by law, or there is some other legitimate reason, to store the Personal Data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers; and
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.

7.5 The Subscriber shall indemnify Cornwall Insight against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Cornwall Insight arising out of or in connection with the breach of the Data Protection Legislation or this clause 7 by the Subscriber, its employees, agents or sub-contractors.

8. LIMITATION OF LIABILITY

8.1 Nothing in the Contract shall limit or exclude Cornwall Insight's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, Cornwall Insight shall not be liable to the Subscriber, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.

8.3 When preparing the Publications and Forums, Cornwall Insight makes use of information gathered from a variety of sources (including from market participants and information in the public domain) that has not been subject to independent verification by Cornwall Insight. Whilst Cornwall Insight considers that the information supplied from its sources is accurate, no warranty can be given as to the accuracy of the same and Cornwall Insight shall not be responsible for any errors arising as a result of such information being incorrect or inaccurate. The views of any Forum presenter (whether given during question and answer sessions or otherwise) during the Forums are the presenter's own views given from his understanding of the material provided and no warranty is given as to the accuracy or otherwise of such views.

8.4 Cornwall Insight makes no warranty as to the results to be obtained from the

Subscriber's use of the information contained in the Publications or delivered in the Forums for any particular purpose.

8.5 Cornwall Insight makes use of third party suppliers for Forum Venues which may include refreshments and/or a meal. Cornwall Insight shall incur no liability in relation to the Forum Venue or such other services provided by the Forum Venue which remains the responsibility of the Forum Venue provider/owner, and the Subscriber's representative must follow all instructions given by the Forum Venue provider, including in particular any health and safety requirements (whether given via the Forum presenter or otherwise).

8.6 Subject to clause 8.1, Cornwall Insight's total liability to the Subscriber, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the Annual Subscription Fee currently in force for the Publications subscribed to by the Subscriber..

8.7 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.8 This clause 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Cornwall Insight may terminate the Subscription on three months' notice at any time if for whatever reason it ceases to publish the Publication or any Forums to which the Subscriber subscribes. In those circumstances, the Subscriber shall be entitled to a pro-rata refund for any Annual Subscription Fee paid in advance.

9.2 The Subscriber may terminate the Subscription upon at least three months' written notice ending at the end of the Initial Subscription Period or any Further Subscription Period, as applicable.

9.3 The Subscriber may terminate the Subscription immediately on notice if it does not agree with any increased Annual Subscription Fee provided that such notice is served within one month of the Subscriber being notified of any increased Annual Subscription Fee by Cornwall Insight.

9.4 Without limiting its other rights or remedies, either party may terminate the Subscription with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

9.5 Without limiting its other rights or remedies, Cornwall Insight may terminate the Subscription with immediate effect by giving notice to the Subscriber if the Subscriber fails to pay any amount due on the due date for payment.

10. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Subscriber shall immediately pay to Cornwall Insight all of Cornwall Insight's outstanding unpaid invoices and interest and, in respect of any Subscription (including parts of a year) supplied but for which no invoice has been submitted, Cornwall Insight shall submit an invoice, which shall be payable by the Subscriber immediately on receipt;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication survive termination shall continue in full force and effect.

11. GENERAL PROVISIONS

11.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (save for any obligation to make a payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings.

- (a) Cornwall Insight may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Subscriber shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

11.3 Entire agreement.

- (a) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11.4 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

11.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to

make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.7 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or commercial courier.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.7(a); 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 delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.8 Third parties. No one other than a party to the Contract shall have any right to enforce any of its terms.

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

11.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.