

5 ORGANISATION DETAILS REQUIRED TO OPEN AN ACCOUNT

STATUS (Ltd/Plc etc) **COMPANY NUMBER** (only applicable to UK)

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VAT NUMBER*

*Value Added Tax: European Community customers only. EC customers without a VAT registration number will be charged VAT.

NAME OF ALL PROPRIETORS (for Sole Traders & Partnerships)

(i)

(ii)

REGISTERED ADDRESS (if different from previously stated)

ORGANISATION

DEPARTMENT

ADDRESS

CITY

COUNTY	POST/ZIP CODE

COUNTRY

BANK DETAILS (for credit reference purposes only)

NAME OF BANK

ADDRESS OF BANK

ACCOUNT NUMBER

SORT CODE

6 WE CONFIRM THAT THE INFORMATION GIVEN IS ACCURATE. WE HEREBY AGREE TO THE TERMS AND CONDITIONS OF THE BRITISH LIBRARY SUPPLIED WITH THIS FORM.

THE BRITISH LIBRARY OR ITS APPOINTED AGENTS WILL NOT DISCLOSE YOUR DETAILS TO ANY THIRD PARTY, WITHIN THE TERMS OF THE DATA PROTECTION ACT 1998.

SIGNATURE

DATE

7 WE MAY OCCASIONALLY WANT TO EMAIL YOU ABOUT BRITISH LIBRARY PRODUCTS AND SERVICES OTHER THAN DOCUMENT SUPPLY.

<input type="checkbox"/>	PLEASE TICK THIS BOX IF YOU WOULD LIKE TO RECEIVE SUCH INFORMATION
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Please return the Registration Form by fax to +44 (0)1937 546333 or to the following address

The British Library
 Document Supply
 Account Enquiries
 Boston Spa Wetherby
 West Yorkshire LS23 7BQ
 United Kingdom
 T +44 (0)1937 546655
 customer-services-accounts@bl.uk
 www.bl.uk/dsc

THE BRITISH LIBRARY DOCUMENT SUPPLY SERVICES

Terms and Conditions of Use

The British Library Document Supply Services (iServices), details of which are available on our website at <http://www.bl.uk/services/document/dsc.html>, are owned and operated by the British Library Board of 96 Euston Road, London NW1 2DB, United Kingdom, (“We” “Us” and “Our”) whereby We supply copies of original items in Our collection in printed, electronic, microfilm or microfiche format (“Copy” or “Copies”) and lend original items in Our collection in response to requests from you. iYoui and iYoui shall mean you, whether an organisation or an individual, using the Services.

1. General

1.1 If You use any of the Services You are deemed to have agreed to:

- 1.1.1 abide by all of the following Terms and Conditions together with any amendments thereto (both of which are non-negotiable) under which the Services are offered; and
- 1.1.2 pay any sums due for use of the Services.

1.2 We may suspend or terminate Your access to the Services without prior notice if You are in breach of any of these Terms and Conditions or any revised Terms and Conditions that We may from time to time impose. Any such suspension or termination of the Service shall be without prejudice to:

- 1.2.1 any claim which We may have against You or any third party for any loss or damage (including without limitation consequential loss or damage) sustained by Us as a result of any such breach by You; and
- 1.2.2 any sums already paid or then due or payable; and
- 1.2.3 any other rights accrued hereunder.

1.3 These Terms and Conditions expressly include Our **Privacy Policy** and **General Conditions of Sale**, available at www.bl.uk/terms and www.bl.uk/privacy.html respectively, and any guidelines, rules or disclaimers that may be posted and updated on specific web pages or on notices that are sent to You. You also agree that, if You are using the Services on behalf of another individual, you will make that individual aware of these Terms and Conditions and that such individual(s) shall agree to be bound by the Terms and Conditions contained herein. If payment is by means of a credit or debit card the provisions as stated in our Privacy Policy will apply. In the event of any conflict between the Privacy Policy, the General Conditions of Sale or these Terms and Conditions then the last shall prevail.

1.4 We reserve the right to:

- 1.4.1 refuse any request for the Services; and
- 1.4.2 not despatch items to an address other than Your registered address.

1.5 Any translation of these Terms and Conditions into a language other than English is solely for the purpose of explaining the terms and conditions of use. You agree that:

- 1.5.1 the English language version is the version that governs any transaction under these Terms and Conditions; and
- 1.5.2 a version in any other language cannot be used to explain or construe any terms, should there be any dispute between You and Us.

2. Copyright Fee Paid Photocopy Service

2.1 We will charge a publication-specific copyright fee on all Copies supplied. This fee will be in addition to any service charge for the supply of the copy.

2.2 All Copies are produced under licences from the publisher or their agent(s). Not all of the material in Our collection is covered by these licences. Details of excluded titles and the specific copyright fees are available on our website at <http://www.bl.uk/catalogues/serials.html>

2.3 We will indemnify you in respect of all reasonable and proper legal costs, expenses and damages (and ex gratia payments made with Our prior written consent) against any claim in writing that the supply of the Copy has infringed copyright and/or database right in the original item provided that:

- 2.3.1 You inform us in writing within 10 working days of receiving such a claim;
- 2.3.2 You have not modified the supplied Copy in any way;
- 2.3.3 You have not made any admission, offer, promise, payment or indemnity on Our behalf without Our prior written consent; and
- 2.3.4 Services to You had not been suspended by Us at the time of the claim.

The above indemnity does not apply to any Copies supplied from out of copyright items, for which no copyright fee will be charged.

2.4 You must not copy, scan, or, unless specifically permitted, store electronically any Copies that you receive from Us unless You have a separate licence or agreement that specifically permits this. You may recoup the cost of Copies supplied to members of staff employed by or otherwise accredited to your organisation, including students or walk-in users. However, if You wish to resell such Copies commercially, You must notify Us in writing. We have a legal duty to give details to the Copyright Licensing Agency (“CLA”) and to those publishers whose names appear at <http://www.bl.uk/services/document/rightsholderslist.html> (“Rightsholders”) of the aggregate number of Copies that We supply to anyone who resells them. You therefore agree that We may supply those details to CLA and Rightsholders on a quarterly basis. We will not reveal to CLA and Rightsholders any other details of Our agreement with You.

3. Library Privilege Photocopy Service

3.1 We will supply Copies via the Library Privilege Photocopy Service solely to those customers who confirm that they conform to the requirements of the following sections of the UK Copyright, Designs and Patents Act 1988 (“the Act”) as amended from time to time including any Regulations made there under:

- Sections 37-39;
- Sections 41-42; and
- Sections 45-50

3.2 The Library Privilege Photocopy Service is NOT available to You if You are:

- 3.2.1 registered as an individual;
- 3.2.2 located in the USA; or
- 3.2.3 a commercial organization except if located in the UK and requests are made under sections 45-50 of the Act

3.3 If you are located outside the UK, it is Your responsibility to confirm that You are not contravening Your own country’s legislation in receiving Copies provided by Us under the terms of the Library Privilege Photocopy Service.

3.4 If Your organisation is eligible to receive Copies under the Library Privilege Photocopy Service, You undertake that, for each Copy requested under:

- 3.4.1 Sections 38 and 39 of the Act (supply of copies for non-commercial research or private study purposes) by a member of Your organisation, You will obtain from such person a declaration substantially in accordance with the Act's current Regulations (a current version of the declaration is available at www.bl.uk/copyright or from Customer Services) and payment from such person at a rate as stipulated in the Act's Regulations. If You do not obtain a signed declaration from the person making the request then You will be deemed to be in breach of these Terms and Conditions and You may be liable for any costs or damages suffered by Us as a consequence of Our supplying such Copies on the understanding that such a declaration has been obtained. You (and the person giving such declaration) must not copy, scan, store electronically or further sell such Copies, unless You have a separate licence or agreement that specifically permits this;
- 3.4.2 Sections 41 and 42 of the Act (supply of copies of a work to a prescribed library or replacement of a lost or damaged work within a prescribed library) Your organisation must conform to the requirements of a prescribed library or archive as laid down in the Regulations and You agree to accept liability for any claims of infringement of copyright, intellectual property or any other proprietary right arising from Your request; and
- 3.4.3 Sections 45-50 of the Act (copies made for the purposes of public administration including, but not limited to, judicial or statutory proceedings or for the purposes of a Royal Commission) You agree to accept liability for any claims of infringement of copyright, intellectual property or any other proprietary right arising from Your request and to destroy any Copies after such time as their use for the purposes described in this section is no longer required.

3.5 The current Regulations under the Act do not permit Us to supply Copies that are required for commercial purposes. This restriction applies to ALL users of the Library Privilege Photocopy Service.

4. Electronic Document Delivery

4.1 You undertake that any Copies delivered by any electronic method (including facsimile transmission) will not be processed, manipulated or retransmitted other than to enable a single copy on paper to be printed. In addition, You must ensure that all electronic versions of the Copy are deleted after successful printing unless specifically indicated otherwise on any message accompanying the Copy.

5. The Loan Service

5.1 We reserve the right to refuse loan applications.

5.2 The Loan Service is offered solely to organizations and not individuals.

5.3 You accept that compensation may be charged by Us, which may include an administration charge as well as the full cost of repairing or replacing the item, for

- 5.3.1 items damaged whilst on loan to You; such damage includes the defacing of pages, removal of pages or inserts, the tearing or cutting of pages or any other form of defacement or damage to Our original items in any way; and
- 5.3.2 items lost from the time of receipt by You until safe return into Our custody.

5.4 When items are used by Your users it should be in accordance with Your normal regulations for the use of original items unless We stipulate any special regulations, with which both You and Your user must comply.

5.5 If you are situated outside the United Kingdom, You must:

- 5.5.1 not make any requests to Us that would contravene customs regulations when We supply the item to You;
- 5.5.2 use the fastest method available (airmail should be used whenever possible) and should ensure adequate packaging, clear labelling (in accordance with any customs regulations) and adequate insurance when returning the item to Us

6 Applicable Law

6.1 These Terms and Conditions shall be governed by and construed in accordance with English law. You hereby submit to and agree that the sole jurisdiction and venue for any actions that may arise under or in relation to the subject matter hereof shall be the English courts.