

POWYS ARCHIVES, POWYS COUNTY COUNCIL

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	Address:		
	Contact name if different:		Tel:
Powys Archives:	Powys Archives Powys County Council County Hall Llandrindod LD1 5LG		

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Signed for and on behalf of the Licensee ¹ : Date

¹This must be the personal signature of the person making the request. A stamped or typed signature is not acceptable.

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- (j) this licence is personal to the Licensee and may not be assigned, transferred or sub-licensed without the prior written consent of Powys Archives;
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(m) The Licensee shall indemnify Powys Archives and Powys County Council against all/any losses claims demands actions proceedings damages costs or expenses or other liability arising out of this Licence

3: Payment

In consideration of this licence, the Licensee shall pay Powys Archives the Licence Fee. The licence fee applies to this licence only. VAT shall be charged at the current rate. The Licence Fee does not include reprographic fees which may be charged by Powys Archives in addition. Powys Archives reserves the right to vary or waive fees in special circumstances, or for noncommercial ventures

4: Termination

Powys Archives shall be entitled forthwith to terminate this Agreement by written notice to the Licensee if the Licensee commits any material breach of any of the provisions of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy the same within thirty days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

Either party shall be entitled to terminate this Agreement at any time by giving thirty days' notice to the other party.

5: Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous communications and agreements including any and all pre-contractual representations (except for fraudulent representations) between the parties with respect to the subject matter of this Agreement.

6: Force Majeure

Neither party shall be liable or be deemed to be in default for any total or partial failure to perform or fulfil its obligations under this Agreement by reason of force majeure, namely, events or circumstances beyond the reasonable control of that party, including, but not limited to, acts of God, acts of civil or military authority, war, fire, explosion, flood, sabotage, embargo, riot, civil commotion, strikes and lockouts.

7: Notices

Any notices which either party may be required to give to the other shall be sufficiently served if given in writing and sent by first class post, to the address of that party set out herein or to such other address as may be notified in writing by that party for this purpose. Notices shall be deemed to have been given two business days after the date of posting.

8: Severability

If and to the extent that any of the terms or provisions of this Agreement shall be determined to be invalid, unlawful or unenforceable, then such term or provision shall to that extent be deemed not to form part of this Agreement and accordingly shall be deleted from the remaining terms and provisions of this Agreement which shall continue to be valid, subsisting and enforceable between the parties to the maximum extent lawfully possible.

9: Jurisdiction and Governing Law

This licence shall be governed by the laws of England and Wales and all disputes arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales, to which the parties agree to submit.