

Business & IP Centre Priced Research Terms and Conditions

The Business & IP Centre Research Service ("Service"), is a service owned and operated by the British Library Board of 96 Euston Road, London NW1 2DB, United Kingdom, ("we" "us" and "our") whereby our specialists conduct searches of printed and electronic information resources relevant to the search instruction from you. "You" and "your" shall mean you, whether an organisation or an individual, using the Service.

By using the Service, you agree to be bound by the terms and conditions below ("Terms and Conditions"), which are non-negotiable. These Terms and Conditions expressly incorporate by reference and include our **Privacy Policy**, our **General Conditions of Sale** and any guidelines, rules or disclaimers that may be posted and updated on specific web pages or on notices that are sent to you.

We reserve the right to change, modify, add or remove portions of these Terms and Conditions at our sole discretion at any time and without prior notice. Please check this page periodically for any modifications. Your continued use of the Service following the posting of any changes will mean that you have accepted the changes.

1. Use of the Service

- 1.1 You will send written search instructions, via post, fax or electronically, detailing the information required.
- 1.2 Such instruction will be acknowledged by us and we will give you an estimate of the cost. This estimate will be based on the charges as specified in the current price lists for the Service (which may be changed from time to time). You will confirm to us in writing the maximum price that you are willing to pay.
- 1.3 In the event that the maximum price is insufficient to complete the search we will contact you for authorisation to continue the work. Such authorisation must be received by us in writing.
- 1.4 The scope of the search will be limited to the information sources available to us at the time of the instruction.
- 1.5 The delivery mechanism for the results of the search will be agreed with you.
- 1.6 Our staff will explain the results of the search to you but cannot offer opinions on the significance of the data therein.
- 1.7 We reserve the right to refuse an instruction for any reason.

2. Cancellation

- 2.1 You may cancel a search instruction by telephone (which must be confirmed by fax or email immediately following the telephone call), fax or email. Such cancellation will be acknowledged by us.
- 2.2 If you cancel a search after a written instruction has been received, you will be charged for all work carried out up to the point of cancellation.

3. Copyright issues

3.1 We will carry out searches and supply results only in compliance with UK copyright law.

3.2 Records which have been downloaded from electronic databases and supplied to you must not be stored or redistributed, nor multiple copies of search results made, unless it is permitted under law or you have the permission of the rightsholder or their agent.

4. Payment

4.1 If payment is by means of:
(a) a credit or debit card, the provisions as stated in our **Privacy Policy** will apply;
(b) an invoice, it will be subject to our **General Conditions of Sale**; or
(c) a British Library account, the payment will be debited to the account.
In each case payment will not be taken until the work has been completed.

5. Suspension of service

5.1 We may suspend the Service if you have breached any of these Terms and Conditions.

6. Exclusions

6.1 We do not accept responsibility for any delay or damage to search results, or for the non-delivery of search results, where this is caused by circumstances outside our control.

6.2 Once you have received the results of a search, we cannot supply replacement copies if the originals are lost or destroyed.

7. Disclaimer

7.1 We do not assume liability for the accuracy of data obtained from third parties, whether in machine-readable or printed format. While every effort is made to ensure the accuracy of information provided, we make no warranties or representations regarding its accuracy, currency, completeness or fitness for purpose and we disclaim any liability for any damages incurred in connection with the use of our services.

8. Confidentiality

8.1 We will keep all search instructions and search results confidential at all times and will not reveal them to anybody other than you unless you nominate another recipient to us in writing.

9. Governing Law and Venue

9.1 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.