

## LICENCE AGREEMENT

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## Part B. Licence Terms

1. <u>Definitions</u> In addition to the terms defined in Part A, the following defined terms are used in this Agreement:

**Agreement:** this document including any schedules and any properly executed variations or addenda.

Parties: BMA and the Licensee. Party shall mean either of them.

- 2. Licence From the Effective Date, the BMA grants to Licensee the Licence. The Licensee shall be under no obligation to make use of the Licence however it must adhere to the conditions of the Licence, Licence Restrictions and these Licence Terms. The BMA reserves the right to withdraw, retract and/or edit either or both of the Documents (templates) for any reason and may or may not publish a substitute or updated versions. The Licensee must review the Licence Terms on the BMA's website prior to each use of the Document(s). Where the BMA edits or publishes new Documents, a new Licence is entered into upon the Licensee downloading those. Where the BMA withdraws or retracts any Documents, in such circumstances where the Licensee is aware of this, the Licence from that point on shall be terminated. Any prior use of the Documents by the Licensee shall continue to be subject to the Licence. It is agreed that no fee or royalties shall be due to the BMA for the Licence.
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- 4. <u>Termination</u> The Licence will terminate at the conclusion of the Licence Period. In addition, the BMA may terminate this Agreement without prior notice in the event that the Licensee breaches any terms of the Licence and/or fails to adhere to any of the Licence Restrictions. Upon termination the Licensee agrees to delete any version of the Documents (other than any version sent by the Licensee to any media company).
- 5. Liability The Licensee acknowledges that both of the Documents are subject to disclaimers and use guidance as set out by the BMA from time to time. Prior to any use, the Licensee should read the latest disclaimers and guidance issued by the BMA and ensure that it is using the most current version of the Documents. To the fullest extent permitted by law, the BMA shall not be liable to the Licensee or any third party for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from this Agreement or the Licensee's use of the Documents. Nothing in this Agreement shall have the effect of excluding or limiting any liability for death or personal injury. To the extent permitted by law, if BMA has any liability under this Agreement, BMA's aggregate liability shall not exceed £1,000 GBP (one thousand pounds).

## 6. General

- 6.1. BMA may assign or transfer any of its rights (including in the Licence) and obligations under this Agreement without notice to the Licensee.
- 6.2. Each of the provisions set out in this Agreement operates separately. If any court or competent authority decides that any provision is unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 6.3. This Agreement constitutes the whole Agreement (the legally binding contract) between the BMA and Licensee relating to the Documents and supersedes all prior arrangements regarding the Documents or understandings whether written or oral.
- 6.4. Variations to this Agreement are only valid if recorded in writing and signed by both Parties.
- 6.5. If any provision of this Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.
- 7. <u>Law and jurisdiction</u> This Agreement, its subject matter and formation, are governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising in connection with it.