



## INDEX LICENCE TERMS

### 1 TERMS AND CONDITIONS

- 1.1 This website [www.leba.org.uk](http://www.leba.org.uk) (the "**Website**"), is a Website provided by LEBA Limited, a company with company number 6617701 and registered address St Mary's House, Netherhampton, Salisbury, Wiltshire SP2 8PU ("**LEBA**" or "**We**" or "**Us**" or "**Our**"). LEBA is wholly owned by the London Energy Brokers' Association, a trade association, representing its members who are listed on the [members page](#) from time to time. As a casual browser of the Website, you agree to abide and be bound by all applicable provisions of the [LEBA Terms and Conditions](#).
- 1.2 Should you wish to access this restricted area of the Website ("**Restricted Website Area**") and view the **LEBA**<sup>™</sup> indices and/or related data (whether current or historical) of any kind ("**Index Data**"), which is provided by LEBA and those members who contribute applicable data, as listed on [LEBA](#), from time to time, you must complete the form and register with LEBA via the form set out on Our registration page as a registered user ("**Registered User**", "**You**" and/or "**Your**").

### 2 RESTRICTED ACCESS

- 2.1 As a Registered User these terms and conditions (the "**Index Licence Terms**") shall govern Your access to the Restricted Website Area and Your access to and use of the Index Data. The Index Licence Terms supplement the Website Terms and Conditions (together the "**Agreement**") and in the event and to the extent of any conflict or inconsistency, the Index Licence Terms shall prevail over the Website Terms and Conditions.
- 2.2 When You register to use the Website, You will be obliged to check a box indicating that You have read, understood and accepted the terms of the Agreement. You will not be allowed to complete Your registration unless You indicate Your acceptance of the terms of the Agreement.
- 2.3 Once You have registered We shall send You an email confirming Your registration.
- 2.4 The term of this Agreement shall commence on and from the date of Our acceptance of Your registration and shall continue unless and until terminated by You in accordance with Clause 4 or by Us in accordance with Clause 8 (the "**Term**").

### 3 REGISTRATION

- 3.1 You are obliged to provide accurate and complete registration information. It is Your responsibility to update and maintain any changes to that information by informing Us of any changes You wish to make via email addressed to [leba@leba.org.uk](mailto:leba@leba.org.uk).
- 3.2 Your registration is for a single user only. On registration You are required to enter an email address and password. You agree not to allow:
- 3.2.1 any other person to share Your email address and/or password; and

- 3.2.2 access to others via a single user name and password being made available to multiple users on a network or otherwise.
- 3.3 You may only register as a personal user of the Website. Access to the Restricted Website Area is via Your email address and password. We will allow You access to the Restricted Website Area provided always that:
  - 3.3.1 You register with full and accurate details;
  - 3.3.2 Your email address and password are personal to You and may not be used by anyone else;
  - 3.3.3 You will not assist anyone who is not a Registered User to gain access to the Restricted Website Area and/or Index Data;
  - 3.3.4 You do not create more than one Registered User account; and
  - 3.3.5 You comply at all times with the terms of the Agreement.

#### **4 CANCELLING REGISTRATION**

- 4.1 If You wish to cancel Your registration as a Registered User, please email Us at [leba@leba.org.uk](mailto:leba@leba.org.uk) using the following wording - Subject: 'Please cancel my account'.
- 4.2 Once We have received Your email We will within a reasonable time period cancel Your password and delete (save as required by law, regulation and for reasonable record keeping purposes) the information You submitted to us as part of the registration process from Our records.

#### **5 RESTRICTED WEBSITE AREA AND INDEX DATA**

- 5.1 You hereby acknowledge and agree that the Index Data and any and all rights of any kind in and to the same is Our valuable property.
- 5.2 We attempt to ensure that the Index Data is accurate and the Restricted Website Area is available, however they are made available for information purposes only and without responsibility on Our part. The Index Data and/or the Restricted Website Area are provided "AS IS" and on an "AS AVAILABLE" basis and may not be available, accurate, up to date, complete or fit for any particular purpose. No action should be taken or omitted to be taken in reliance upon the Index Data. We accept no liability for the results of any acts or omissions taken on the basis of the Index Data.
- 5.3 You acknowledge and agree with Us that all warranties, conditions, representations and terms, whether express or implied by statute, common law or otherwise, with respect to the Restricted Website Area and the Index Data, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from the terms of the Agreement to the extent that they may be excluded as a matter of law.
- 5.4 You may not frame, link or deep-link this Restricted Website Area or any part of it to any other website without Our prior written consent. Should You wish to frame or to set up a link or deep-link to Our Restricted Website Area please contact Us at [leba@leba.org.uk](mailto:leba@leba.org.uk).

## **6 INDEX DATA LICENCE**

6.1 We grant to You during the Term, free of charge, a personal, limited, revocable, non-exclusive, non-transferable licence, subject to Your compliance with the terms of the Agreement only to:

6.1.1.1 access the Restricted Website Area;

6.1.1.2 to view the Index Data via the Restricted Website Area; and

6.1.1.3 to utilise the Index Data for the purposes of:

6.1.1.4 calculating positions in relation to any associated transactions; or

6.1.1.5 for other internal valuation or benchmarking within and for Your business

to which You and/or the business for which You work are directly a party.

6.2 We expressly reserve any and all other rights in and to the Restricted Website Area and Index Data other than the limited licence rights granted in accordance with Clause 6.1.

6.3 Save only as provided in Clause 6.1, You hereby acknowledge and agree that You shall not, in any way, directly or indirectly use, display, access and/or provide, transfer, re-distribute, reference, repurpose, re-sell or sub-licence the Restricted Website Area and/or Index Data (including without limitation anything directly or indirectly combined with and/or derived from the same), without Our express prior written consent.

## **7 LIABILITY**

7.1 We do not exclude or in any way limit liability for fraud, death, or personal injury caused by Our negligence or any liability to the extent the same may not be excluded or limited as a matter of law.

7.2 Subject to Clause 7.1, We expressly disclaim any and all liability howsoever arising and whether arising out of breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise to You and/or any other person in respect of any claims or losses of any nature, arising directly or indirectly, from the Restricted Website Area and/or Index Data.

7.3 Subject to Clause 7.1 and without prejudice to Clause 7.2, in any event, We shall not be liable to You under or in connection with the terms of the Agreement for any and all:

7.3.1 loss of income;

7.3.2 loss of actual or anticipated profits;

7.3.3 loss of business;

7.3.4 loss of contracts;

7.3.5 loss of goodwill or reputation;

- 7.3.6 loss or anticipated savings;
  - 7.3.7 loss of, damage to or corruption of data; or
  - 7.3.8 indirect or consequential loss or damage of any kind, in each case however so arising, whether such loss or damage was foreseeable or in the contemplation of the parties to the terms of the Agreement and whether arising out of breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.
- 7.4 You shall be liable for and shall indemnify Us from against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) of any kind which arise out of or in connection with, directly or indirectly Your breach of this Agreement.

## **8 TERMINATION AND ACCESS**

- 8.1 We may at any time, without notice and for any reason terminate this Agreement including without limitation Your licence to use the Index Data and/or access the Restricted Website Area.
- 8.2 We may at any time, without notice and for any reason either temporarily or permanently restrict, suspend, prevent access to or cease to provide the Index Data and/or the Restricted Website Area or any part of it.
- 8.3 We may, at our sole discretion refuse to register You or cancel Your registration and access or refuse to provide access to the Index Data and/or the Restricted Website Area at any time, without notice and for any reason without providing reasons for doing so.
- 8.4 You shall permit Us upon reasonable prior notice from time to time, to inspect and audit Your use of the Index Data and/or compliance with this Agreement and the [LEBA TERMS AND CONDITIONS](#), and shall comply with all requests or directions by Us during or as a result of such inspection and/or audit, to enable Us to verify and/or procure that You are in full compliance with your obligations under this Agreement.

## **9 PRIVACY**

- 9.1 You must read the LEBA [PRIVACY POLICY](#) which details what We do with the personal information We collect from You when You register for the Restricted Website Area and how We may store and use the information.

## **10 CHANGES**

- 10.1 We reserve the right, at Our discretion, to make changes to any part of the Website, the Index Data or the terms of the Agreement at any time. Should the terms of the Agreement be amended, We will publish details of the amendments on the Website. By continuing to use the Website You agree to be bound by the terms of the Agreement as amended without notice to You.

## **11 GENERAL**

- 11.1 You acknowledge and agree that the Index Data is Our valuable property and that We incur considerable cost and expense and expend considerable effort in generating and providing the same.

- 11.2 You acknowledge and agree that a breach by You of any of the terms of the Agreement may result in irreparable and continuing damage to Us for which there may or will be no adequate remedy at law, and that in the event of such breach, We shall be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate.
- 11.3 You may not assign, sub-license or otherwise transfer any of Your rights under the terms of the Agreement.
- 11.4 Failure by Us to enforce or to exercise at any time or for any period of time any term of or any right pursuant to the terms of the Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect Our right later to enforce or to exercise it.
- 11.5 If any term of the Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 11.6 The Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
- 11.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 11.8 The terms of and obligations imposed by Clauses 5, 6.2, 6.3, 7, 11 and 13 shall survive the expiry or termination of this Agreement for any reason.
- 11.9 No alteration to or variation of the Agreement shall take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative.

## 12 **CONTACTING US**

- 12.1 Questions comments and requests regarding this document are welcomed and should be sent to: [leba@leba.org.uk](mailto:leba@leba.org.uk).

## 13 **GOVERNING LAW**

- 13.1 The Agreement is subject to English law and to the exclusive jurisdiction of the English courts.