

## VWV Plus 'Document Builder' Terms of Service v2

### 1 Introduction

- 1.1 These Terms of Service set out the basis on which VWV Plus Limited or any successor organisation(s) will provide the User with Services (whereby the User may populate and download Precedents on a paid for or free basis via the Platform).
- 1.2 VWV Plus Limited is a wholly owned subsidiary of Veale Wasbrough Vizards LLP.
- 1.3 By clicking "I agree" or by using the Services you agree to be bound by the terms of this Agreement.

### 2 Definitions and interpretation

- 2.1 In these Terms of Service the following definitions shall have the following meanings:

<b>Agreement</b>	this agreement between VWV Plus and the User incorporating these Terms of Service.
<b>Commencement Date</b>	the date on which VWV Plus acknowledges that the User has successfully signed up to use the Services.
<b>Contract Period</b>	the period from the Commencement Date to the date of termination, during which VWV Plus allows the relevant User to access the Platform subject to these Terms of Service.
<b>Fee</b>	the charges payable by the User in order to access the Paid For Precedents. Such amount being as set out on the Platform.
<b>Free Precedents</b>	the template documents made available to Users via the Platform for free.
<b>Hours of Service</b>	the hours during which the Platform is available for use by Users, which shall be 24 hours per day for seven days per week, except for scheduled system back-up, downtime, outages or maintenance as required by VWV Plus.
<b>Intellectual Property Rights</b>	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms.
<b>Losses</b>	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and loss of opportunity to deploy resources elsewhere), damages, claims, demands, proceedings and judgments.
<b>Paid For Precedents</b>	the template documents made available to Users via the Platform subject to the User paying the applicable Fee.
<b>Platform</b>	the self-service interface through which Users may access and populate the Precedent on a "software as a service" basis via the internet available at <a href="https://vwvplus.co.uk">https://vwvplus.co.uk</a> .
<b>Precedents</b>	the Free Precedents and the Paid For Precedents as applicable.
<b>Services</b>	the provision of access to the Platform by VWV Plus for the purpose of allowing Users to access, populate and download Precedents, such services to be delivered via the internet as a "software as a service".
<b>User</b>	the user (any person, individual or entity) whose details are entered when signing up to use the Platform and who is licensed by VWV Plus to access and use the Platform and download Precedents, in accordance with these Terms of Service.
<b>User Data</b>	any data, information, or other content that may be uploaded, attached, provided or otherwise put into the Platform by or on behalf of the User.
<b>User Systems</b>	any equipment, systems, cabling, communications or facilities provided by the User and used directly or indirectly in the supply of the Services or in respect of or in connection with the Services.
<b>VWV Plus</b>	VWV Plus Limited, a company registered in England and Wales with company number 3318383.

- 2.2 Where the words include(s), including or in particular are used in these Terms of Service, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

- 2.3 Any obligation on a person not to do something includes an obligation not to agree to, allow, permit or acquiesce in that thing being done.

### 3 Commencement and duration

- 3.1 The Agreement will take effect on the Commencement Date, and will continue for the Contract Period.
- 3.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement, without liability to the other party, immediately on giving notice to that other party.
- 3.3 In the event of termination of the Agreement for any reason the User's access to, and use of, the Platform shall cease immediately.

### 4 Services and signup

- 4.1 To use the Services the User must provide certain details upon signup such as their name, email and company or employer name. Please ensure you've read VWV Plus' privacy notice which provides details about how VWV Plus handles personal data and which is available [here](#).

- 4.2 In consideration for:

- 4.2.1 payment of the Fee by the User (in relation to Paid For Precedents); or

4.2.2 where no Fee is payable, a nominal fee of £1 (one pound), which VWV Plus hereby acknowledges receipt of,

VWV Plus will use reasonable endeavours to provide the Services during the Hours of Service for the Contract Period. Any additional services shall be subject to separate agreement in writing between the User and VWV Plus.

- 4.3 VWV Plus grants to the User, and the User accepts, a non-transferable, non-exclusive right to access and use the Platform via the internet and to download and use the Precedents only as authorised in these Terms of Service, for its own internal purpose and operations (excluding any business purpose), during the Contract Period. The User acknowledges that its access to and use of the Platform will be via the internet only. No software will be provided to the User in any form of media or installed on any servers or other computer equipment owned or otherwise controlled by the User.
- 4.4 Only the particular User that is granted access by VWV Plus during the registration process shall be permitted to access the Platform, and that User agrees that it is solely responsible for the security of any login details, username or password if applicable, and shall be solely responsible for any and all activity through its account or login.
- 4.5 VWV Plus will perform its obligations under the Agreement with reasonable skill and care and in a suitably professional manner.
- 4.6 In providing the Services, VWV Plus shall not knowingly breach any laws applicable to the provision of the Services, including those relating to health and safety, data protection, non-discrimination and telecommunications.

## 5 Disclaimer

5.1 The User acknowledges and agrees that:

- 5.1.1 by downloading any Precedent, it accepts VWV Plus' website terms of use and [privacy policy](#), which are incorporated by reference;
- 5.1.2 any Precedent obtained via the Platform does not amount to legal or tax advice and does not create a legal, professional, contractual or other confidential relationship between VWV Plus (or any other VWV entity) and any other person. VWV Plus takes no responsibility for any actions taken or not taken on the basis of any Precedent and you assume all liability and responsibility arising from any reliance placed on any Precedent by you or by any other person;
- 5.1.3 it will seek independent legal advice before entering into contracts based on or relying on any Precedent;
- 5.1.4 all Precedents are for guidance only and have not been prepared with the User's specific circumstances in mind and therefore may not be suitable for the User or its business;
- 5.1.5 it will only use the Precedents for the User's internal purposes and in the ordinary course of the User's business, and the User will not use it to provide professional legal services or related consultancy services; and

## 6 Payment

- 6.1 Some of the Precedents are provided on a free basis (the Free Precedents) whereas others are provided on a pay per document basis (the Paid For Precedents). Whether a document is free or paid for is set out on the Platform.
- 6.2 In order to access a Paid For Precedent, the User must first pay the applicable Fee. The User must pay the Fee by credit card, debit card or bank transfer via VWV Plus' chosen payment provider.
- 6.3 Fees are exclusive of VAT unless stated otherwise, which the User agrees to pay in addition if applicable.

## 7 User obligations

- 7.1 The User is solely responsible for acquiring, servicing, maintaining, and updating the User Systems, including all equipment, computers, software and communications services not owned or operated by or on behalf of VWV Plus, that allow the User to access the Platform and use Precedents, and for all expenses relating thereto (plus any applicable taxes). The User accepts and acknowledges that any failure to do so could lead to an interruption in access to the Platform and Precedents (for which VWV Plus will have no liability of any kind).
- 7.2 The User shall at all times use the Platform and Precedents in accordance with any and all instructions, rules, operating instructions or procedures that may be issued by VWV Plus, and amended by VWV Plus, from time to time.
- 7.3 The User shall at all times comply with these Terms of Service and the User shall:
- co-operate with VWV Plus, and its personnel, affiliates and representatives, in all matters relating to the Agreement; and
  - permit VWV Plus to suspend or vary the Platform, Precedents or Services generally (or part thereof) as may be required to comply with any changes in applicable legal or regulatory requirements. Where any such suspension or variation is required as a result of the User's act or omission, the User will indemnify VWV Plus in respect of any and all Losses VWV Plus may incur in relation thereto.
- 7.4 If VWV Plus's performance of its obligations under the Agreement is prevented or delayed by any act or omission by the User, the User's agents, subcontractors, consultants, affiliates, representatives, employees or any other third party related to the User, VWV Plus shall not be liable for any Losses sustained or incurred by the User that arise directly or indirectly from such prevention or delay, and time for performance of such obligations shall be deemed extended accordingly to reflect the relevant impact on timing caused by such delay.
- 7.5 The User shall comply with Amazon Web Services' Acceptable Use Policy from time to time, and any other acceptable use policy of which VWV Plus notifies the User from time to time.

## 8 Intellectual property

- 8.1 Any Intellectual Property Rights owned by either party prior to the date of the Agreement shall be vested in and remain with that party.
- 8.2 The User acknowledges that all Intellectual Property Rights in the Platform (and in all related software) and any Precedents are owned by or licensed to VWV Plus and that the User shall not acquire any equivalent or other rights in these, other than that the User shall be granted a non-exclusive, royalty-free licence to use the Precedents it downloads in accordance with the terms of this Agreement.
- 8.3 Without prejudice to any rights the User may have at law which cannot be excluded or restricted, the User undertakes that it will not (and will not permit or enable third parties to) make or distribute copies of, tamper with, remove,

reproduce, amend, copy, reverse assemble, reverse engineer, reverse compile or decompile, or attempt to discover the source and/or object code of any software or any part thereof which is provided to the User by or on behalf of VWV Plus or to which the User otherwise has access by virtue of the provision of access to the Platform.

## 9 Limitation of VWV Plus's liability

9.1 This clause 9 sets out the entire financial liability of VWV Plus (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) in respect of:

- a) any breach of the Agreement;
- b) any use made by the User of the Platform, Precedents, Services or any part of them; and
- c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

9.2 VWV Plus shall use reasonable endeavours to ensure that the Services meet the standards of good industry practice, having regard to the nature of the Services. VWV Plus makes no warranty about the performance of the Services, which are provided 'as is'. VWV Plus does not warrant that the performance or results obtained by the User in using the Platform or Precedents, or that the Platform or Precedents itself, will meet the User's requirements or that the operation of the Services will be uninterrupted or error free.

9.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

9.4 Nothing in the Agreement limits or excludes the liability of VWV Plus:

- a) for death or personal injury resulting from negligence;
- b) for any damage or liability incurred by the User as a result of fraud or fraudulent misrepresentation by VWV Plus; or
- c) to the extent that such liability cannot be limited or excluded by law.

9.5 Subject to clauses 9.4, VWV Plus shall not be liable for loss of profits, loss of revenues, loss of business, loss or corruption of data, loss of operation, loss of production, loss of use of any equipment, depletion of goodwill and/or similar Losses, anticipated savings, loss of contracts or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses or any form of Losses arising out of any defect, error or fault in User equipment or User Data (other than as caused by VWV Plus directly).

9.6 The total aggregate liability of VWV Plus that may arise in connection with the Services, Platform, Precedents and the Agreement shall not exceed £1,000 (one thousand pounds) or, if higher, the amount of Fees paid by the User in the calendar year preceding the claim.

## 10 Force majeure

10.1 A party shall not be in breach of the Agreement nor liable for any failure or delay in performance of any obligations under the Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including any of the following:

- a) acts of God, including fire, flood, earthquake, windstorm, snow or other extreme adverse weather conditions or natural disaster;
- b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- c) terrorist attack, civil war, civil commotion or riots;
- d) nuclear, chemical or biological contamination;
- e) voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- f) interruption or failure of utility service, including electric power, gas or water, other than where caused by VWV Plus or those within its control;
- g) pandemic or epidemic.

10.2 The corresponding obligations of the other party will be suspended to the same extent.

## 11 Variation

11.1 VWV Plus may vary the terms of this Agreement by notice to the User.

## 12 Waiver

12.1 Failure to exercise, or any delay in exercising, any right or remedy provided under the Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

## 13 Severance

13.1 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision, to the extent required, shall be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.

## 14 Entire agreement

14.1 These Terms of Service and any documents referred to in them, constitute the whole Agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement.

14.2 Each party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to the Agreement or not) other than as expressly set out in these Terms of Service. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in these Terms of Service.

14.3 Nothing in this clause 14 shall limit or exclude any liability for fraud or fraudulent misrepresentation.

15 **Sub-contracting**

15.1 VWV Plus may assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the User.

16 **Governing law and jurisdiction**

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).