

Terms and Conditions

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For **Philip Allan Updates Magazines Online, published by Philip Allan updates (PAU)**

THIS IS A CONTRACT. BY USING THE ACCOMPANYING SOFTWARE YOU AND OTHERS TO WHOM YOU ALLOW ACCESS TO THE SOFTWARE ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This End User Licence Agreement refers to the accompanying **PAU Magazines Online** website. It shall also apply to any upgrades, modified versions or updates of the Software licensed to you by PAU. Please read this Agreement carefully, as use of the Software denotes acceptance of the Agreement. If you do not accept this Agreement, you may not use the Service.

'Moderator' is deemed to be any delegated representative of Philip Allan Updates, Hodder Education or magazine Editorial Board.

Upon your acceptance of this Agreement, PAU grants to you a non-exclusive, non-transferable licence to run and use the Service, subject to the following:

1. DEFINITION OF THE SERVICE

PAU Magazines Online is a free service (as of November 2009) provided to deliver additional content to a selection of titles within the PAU Magazines range. The publisher will make every endeavour to develop and upload online content to support the PAU Magazines, but makes no guarantee to the extent of the added content which exists purely as a free addition to subscriptions to the print magazines.

The free service will be kept available to subscribers for a period of 12 months following first input of a magazine access code and/or code word. Following that period, the content will only be available to subscribers of the PAU Magazines Archive (see separate agreement) purchased separately and additionally.

The service is available for subscribers to the print editions of PAU Magazines. Account and Log-in details are available to personal subscribers only and limited for use by that subscriber. They may not be shared with others.

2. COPYRIGHT

The Service and its Contents is owned by PAU and its authors and suppliers, and is protected by Copyright Law. This Agreement does not grant you any intellectual property rights in the service or in the contents of the website as provided. All moral rights of contributors to the Software are hereby asserted.

Downloads: Resources provided as part of this Service may be downloaded for use by the subscription account holder.

3. RESTRICTIONS

You assume full responsibility for the use of the Service and agree to use the Service legally and responsibly. You agree that you or any other person within or acting on behalf of the purchasing institution shall NOT: use or copy the Service otherwise than as specified in subsequent clauses; transfer, distribute, rent, loan, lease, sub-lease or otherwise deal in the Service or any part of it; alter, adapt, merge, modify or translate the whole or any part of the Service for any purpose; or permit the whole or any part of the Service to be combined with or incorporated in any other product or program. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service.

4. NO WARRANTY

As a free service, the Service is being delivered to you AS IS and PAU makes no warranty as to its use or performance except that the Service will perform substantially as specified. PAU AND ITS AUTHORS AND SUPPLIERS DO NOT AND CANNOT GIVE ANY WARRANTY REGARDING THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR ACCOMPANYING OR DERIVED DOCUMENTATION. PAU AND ITS AUTHORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, THE CONTENT OF THE SERVICE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL PAU OR ITS AUTHORS OR SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING PERSONS WITH WHOM YOU HAVE USED THE SERVICE TO PROVIDE LEARNING SUPPORT) ARISING OUT OF YOUR USE OF THE SERVICE .

5. GOVERNING LAW AND GENERAL PROVISIONS

This Agreement shall be governed by the laws of England and any actions arising shall be brought before the courts of England. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain wholly valid and enforceable according to its terms. All rights not specifically licensed to you under this Agreement are reserved to PAU. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement is the entire and only agreement between the parties relating to its subject matter. It supersedes any and all previous agreements and understandings (whether written or oral) relating to its subject matter and may only be amended in writing, signed on behalf of both parties.

6. CONTENT COPYRIGHT

All content (including images and video) supplied by third-party copyright holders is licensed for use within the Service. Use of the content is restricted under the same terms and conditions pertaining to the Service as outlined in this Agreement. By accepting its terms you agree to ensure that all third-party copyright content must not be used by the subscriber in material for third-party distribution, given to any other party or used for commercial gain. Failure to comply with this requirement may result in legal action under copyright law.

For the avoidance of doubt, some third-party copyright content that has been included in this Service can be saved to the subscribers personal computer as individual files. This is denoted by the presence of a Download function in the Service's user interface. Saved resources may only be used for the purposes of teaching and learning within a purchasing institution where the subscription is on behalf of an institution or for private study where the subscription is a student enrolled in full- or part-time education and may not be distributed wider by any user of the Service.

7. USE OF DISCUSSION FORUMS AND BLOGS: ACCEPTABLE USE

By virtue of your participation in the service and forums, you are deemed to have agreed to abide by the rules. Although the Moderator cannot take responsibility for monitoring every message that is sent to the web site, we must reserve the right to remove items submitted from anyone who repeatedly ignores these rules.

Personal Identification

All messages sent to a discussion will require your username and password, chosen at time of registration. You must not represent yourself as another person.

Use of Language

Messages should not be malicious or designed to offend. In particular, the use of swear words or undue profanity is not allowed. By participating in any discussion, you undertake to indemnify us and our employees and sub-contractors against any liability arising from any obscene, defamatory, seditious, blasphemous or other actionable statement published by you on this site and against all damages, losses, claims and costs (including without limitation fines and expenses arising out of or incurred in conducting or defending any proceedings) arising from any such actionable statements.

Conduct of Discussion

The discussion forums are intended primarily for topics relating to the Philip Allan updates magazines and articles contained therein.

Your message should be within the scope of the subject under discussion. If you make a contribution that is inappropriate to the subject under discussion, you may be directed by the moderator not to raise the matter further or to raise it within a separate discussion group. Your comment may be removed.

No reference should be made to the personality of other participants in a discussion nor should attacks be made on an individual's character unless the person concerned has already chosen to bring his or her personality into the issue under discussion.

You should remember that you are legally responsible for what you write. By participating in a discussion, you undertake to indemnify us and our employees and sub-contractors against any liability arising from any breach of confidentiality, copyright or other intellectual property right published by you on this site and against all damages, losses, claims and costs (including without limitation all expenses incurred in conducting or defending any proceedings) arising from any such publication. You must not make

statements that are libellous, obscene, seek to incite racial hatred or otherwise break the laws of the United Kingdom.

Private Email and Club / Society emails

If a person has sent you a private email you may not forward it to a public discussion group without the prior consent of the person who sent it. This does not prevent you forwarding private e-mail to the discussion leader or moderator should you consider this appropriate. Any contact information you may be granted access to on the site should remain within it and not used for any other external emailing purposes.

Advertising and Research

Advertising is not permitted.

Complaints about a Breach of these Rules

Complaints about a breach of these Rules should only be made by private e-mail to marketing@philipallan.co.uk. The moderators will take timely and appropriate action with regard to the complaint.

Deliberate Abuse and / or Misuse of the Portal

Any attempt to circumvent or manipulate your access rights to the portal is not allowed; such attempts will result in access being blocked permanently. Your access to this site is granted to you as an individual and your login details should be treated as strictly private and confidential. You may not share your access details with other users. Should you suspect that your account is being used by another person, you should change your password immediately and contact marketing@philipallan.co.uk.

8. ALL RIGHTS RESERVED

No part of this Service, including Downloads, may be reproduce in any form or by any means, electronic or mechanical, including photocopying and recording, or held within any information storage and retrieval system, without permission in writing from the publisher.

For **Philip Allan Updates Online Archives (Magazines)**, published by Philip Allan updates (PAU)

THIS IS A CONTRACT. BY USING THE ACCOMPANYING SOFTWARE YOU AND OTHERS TO WHOM YOU ALLOW ACCESS TO THE SOFTWARE ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This End User Licence Agreement refers to the accompanying **PAU Magazines Online Archive**. It shall also apply to any upgrades, modified versions or updates of the Service licensed to you by PAU. Please read this Agreement carefully, as use of the Service denotes acceptance of the Agreement. If you do not accept this Agreement, you may not use the Service.

Upon your acceptance of this Agreement, PAU grants to you a non-exclusive, non-transferable licence to run and use the Service, subject to the following:

Definition of the service: PAU Magazines Online Archive is a subscription service providing access to all text-based content within the PAU Magazines range. Illustrated content is provided only where (i) PAU has secured or owns copyright.

The Archive may only be purchased by subscribers to the current, 'live' print editions of PAU Magazines. An account may be purchased on behalf of any subscribing educational institution, or subscriber paying full-price for their print subscriptions.

Any subscribing institution may make the Archive available to students and teachers within that institution by entering target emails into the Archive subscription-management system. Access may not be granted to students or others not enrolled full-time within that educational institution.

1. INTERPRETATION

1.1 In these Terms, unless the context requires otherwise, the following expressions have the following meanings:

"Authorized User": (a) every member of staff employed by the Licensee and (b) every student of the Licensee.

"Licensed Material": the material available for access on the Internet within the PAU Magazines Online Archive from time to time together with any additional material that the Licensor makes available to the Licensee.

"Licensee": the educational institution entering into this License Agreement

"Licensor": Philip Allan Updates, Hodder Education, 338 Euston Road, London NW1 3BH

"Term": the subscription period for which the Licensee has purchased a license to access the Licensed Material, normally 12-months from first access point in the first instance.

1.2 The Agreement contains the entire agreement and undertaking between the parties relating to the Licensed Material and supersedes any prior agreement.

1.3 The termination of this Agreement shall not prejudice the rights and remedies of either party against the other in respect of any prior breach of covenant, terms, warranty or condition.

1.4 The failure of any party to enforce any provision of this Agreement on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.

1.5 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture, or contract of employment between the parties.

2. DELIVERY AND GRANT OF RIGHTS

2.1 In consideration of the payments made by the Licensee, and subject to the Licensee observing its obligations under this Agreement, the Licensor grants to the Licensee for the Term the following non-exclusive rights ("the Rights"), to:

(a) access and permit Authorised users to access at any time the Licensor's server, or as the case may be any service provided by an agent on its behalf, for the purpose of accessing the Licensed Material, for research, teaching, and private study purposes;

(b) permit Authorized Users to print and/or download individual articles and other individual items from searches of the Licensed Material for research, teaching, and private study purposes;

2.2 The Rights are personal to the Licensee and do not extend to its subsidiary or parent organizations, or to any other related or affiliated organizations. The Licensee may not assign, sub-license, transfer, charge or otherwise dispose of its rights under this Agreement without the prior written consent of the Licensor.

2.3 Title to, and ownership of, the Licensed Material (including any copies made by the Licensee) is not transferred to the Licensee and remains vested in the Licensor, subject to the Rights granted in Clause 2.1. The Licensee acknowledges that any rights not expressly granted in this Licence are reserved to the Licensor.

2.4 The Licensee is responsible for the provision of and payment for the computer equipment and telecommunication services necessary for access to the Licensed Material. The Licensor shall not issue credits or refunds against charges incurred by the Licensee in relation to such telecommunication services or those incurred contacting the Licensor. The Licensee accepts that the Licensor has no control over such telecommunication services and that the Licensor shall have no liability to the Licensee for the acts or omissions of providers of telecommunication services or for faults in or failures of their apparatus.

3. USAGE RESTRICTIONS

Except as expressly permitted in Clause 2.1, the Licensee warrants that it will not, nor will it license or permit others to, directly or indirectly, without the Licensor's prior written consent:

(a) sell, distribute, license, rent or otherwise exploit the Licensed Material, or any element of it, for any commercial purpose;

(b) make the Licensed Material, or any element of it, available by any means to persons other than Authorized Users;

(c) make the Licensed Material, or any element of it, available on, or by, electronic bulletin boards, news groups, Web sites, FTP or any other means of posting or transmitting material on the Internet, an on-line service or wide area network;

(d) remove or obscure the Licensor's copyright notice from the Licensed Material including hard-copy print-outs;

(e) use the Licensed Material to create any derivative work, product or service, or merge the Licensed Material with any other product, database, or service;

(f) alter, amend, modify, translate, or change the Licensed Material;

(g) undertake any activity which may have a damaging effect on the Licensor's ability to achieve revenue through selling and marketing the Licensed Material; or

(h) otherwise use the Licensed Material supplied in accordance with this Agreement in a manner that would infringe the copyright or other proprietary rights contained within it.

Copyright. The Archive and its Contents is owned by PAU and its authors and suppliers, and is protected by Copyright Law. This Agreement does not grant you any intellectual property rights in the Archive or in the contents of the website as provided. All moral rights of contributors to the Service are hereby asserted.

Downloads: Resources provided as part of this Service may be downloaded for use by the subscription account holder.

For the avoidance of doubt, some third-party copyright content that has been included in this Service can be saved to the subscribers personal computer as individual files. This is denoted by the presence of a Download function in the Service's user interface. Saved resources may only be used for the purposes of teaching and learning within a purchasing institution where the subscription is on behalf of an institution or for private study where the subscription is a student enrolled in full- or part-time education and may not be distributed wider by any user of the Service.

All content (including images and video) supplied by third-party copyright holders is licensed for use within the Service. Use of the content is restricted under the same terms and conditions pertaining to the Service as outlined in this Agreement. By accepting its terms you agree to ensure that all third-party copyright content must not be used by the subscriber in material for third-party distribution, given to any other party or used for commercial gain. Failure to comply with this requirement may result in legal action under copyright law.

4. TERM AND TERMINATION

4.1 This Agreement shall begin on the date hereof {point of first access to the Online Archive Service] and continue for an initial period of the Term. The Term may be renewed for additional periods, subject to payment of appropriate fees and acceptance thereof by the Licensor, in accordance with Clause 5.1.

4.2 Either party may terminate this Agreement at any time upon written notice to the other if the other party defaults by failing to perform any obligation on its part. The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable default, during the relevant period of thirty days the defaulting party has remedied the default.

4.3 Licensor may terminate this Agreement at any time upon thirty days' written notice to the Licensee.

4.4 If termination of this Agreement occurs as a result of notice being given by the Licensee under Clause 4.2, 4.7 or 8.2 or by the Licensor under Clause 4.3 or 8.2 the Licensor shall repay the Licensee a rateable proportion of the Licence Fee as represents the paid but unexpired Term at the date of termination.

4.5 On termination of this Agreement, the Licensee agrees to destroy, and will instruct all Authorized Users to destroy, all Licensed Material stored on any digital information storage media, including, but not limited to, system servers, hard disks, diskettes, and back up tapes.

4.6 The Licensor may suspend the provision of the Licensed Material to the Licensee with immediate effect on written notice without liability if the Licensor believes the Licensed Material is being used in a manner that contravenes the provisions of this Agreement.

4.7 Either party may terminate the Agreement forthwith on notice in writing to the other if the other party is unable to pay its debts or ceases or threatens to cease to carry on business, goes into administration, receivership or administrative receivership, or any event analogous to any of the foregoing occurs in any jurisdiction.

5. LICENCE FEE

5.1 The Licensee agrees to pay to the Licensor the Licence Fee within 30 days of the Commencement Date. Provided that the Licensor is satisfied with the manner in which the Licensee has performed its obligations under this Agreement the Licensee will receive no later than 30 days before the end of the Term an invoice for fees for renewal of the Agreement for a further period of three years. If the Licensee does not pay the renewal fees by the end of the Term, the Licensor will assume that the Licensee does not wish to renew the Agreement and the Agreement will terminate.

5.2 All amounts payable by the Licensee under this Agreement shall be exclusive of any sales, use, value added or similar taxes.

6. LICENSEE'S UNDERTAKINGS

6.1 The Licensee will take all reasonable steps to ensure that the Licensed Material is used only in accordance with the terms and conditions of this Agreement and shall inform Authorized Users of the permitted use restrictions and other provisions set out in this Agreement.

6.2 The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to co-operate with the Licensor as appropriate to stop further abuse should it occur.

6.3 Subject to Clause 4.5, nothing in this Agreement shall make the Licensee liable for breach of the terms and conditions of this Agreement by any Authorized User as long as the Licensee complied with the terms of Clauses 6.1 and 6.2 and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received notice of such breach whether from the Licensor or otherwise. However, in the event of continuing abuse the Licensor shall be entitled to terminate this Agreement.

6.4 The Licensor shall be entitled to monitor the use of the Licensed Material through the Licensor's servers so as to monitor compliance with this Agreement.

7. WARRANTIES, UNDERTAKINGS AND INDEMNITIES

7.1 The Licensor warrants to the Licensee that it has full rights and authority to grant the Rights to the Licensee and that the use by the Licensee of the Licensed Material in accordance with this Agreement will not infringe the rights of any third party.

7.2 The Licensor shall indemnify the Licensee for the amount of any award of damages against the Licensee by a court of competent jurisdiction as a result of any claim arising from a breach of the warranty in Clause 7.1 provided that the Licensor shall be entitled to assume sole conduct of any defence and shall have the right at its option:

(a) to procure the right for the Licensee to continue using the Licensed Material;

(b) to make such alterations, modifications or adjustments to the Licensed Material that it becomes non-infringing without incurring a material reduction in performance or function; or

(c) to replace the Licensed Material with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function.

7.3 The Licensor shall not be liable to the Licensee for any loss or damage whatsoever resulting from omissions or inaccuracies in the Licensed Material regardless of how caused. The Licensor does not warrant that access to the Licensed Material will be free from errors or faults.

7.4 Without prejudice to the generality of the foregoing, the Licensor shall not be liable for any claim arising from:

(a) any failure or malfunction resulting wholly or to any material extent from the Licensee's negligence, operator error, use other than in accordance with the User Documentation or any other misuse or abuse of the Licensed Product;

(b) the failure by the Licensee to implement recommendations previously advised by the Licensor in respect of, or solutions for, faults in the Licensed Material;

(c) the decompilation or modification of the Licensed Material or its merger with any other program or any maintenance repair adjustment alteration or enhancement of the Licensed Material by any person other than the Licensor or its authorized agent; or

(d) the Licensee or any Authorized User being unable to exercise the Rights due to the Licensed Material being unavailable as a result of any act or omission of the Licensor provided that the period for which the Licensed Material is not available shall not exceed a period of 100 hours (in aggregate) in any continuous period of 1000 hours.

7.5 The Licensee shall use its best efforts to safeguard the intellectual property, confidential information including without limitation the terms of this License, and proprietary rights of the Licensor.

7.6 THE LICENSED MATERIAL IS PROVIDED "AS IS." NEITHER THE LICENSOR NOR ANYONE ELSE MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CLAUSE 7, ALL CONDITIONS, WARRANTIES, TERMS, REPRESENTATIONS, AND UNDERTAKINGS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE LICENSED MATERIAL ARE TO THE FULLEST EXTENT PERMITTED BY LAW EXPRESSLY EXCLUDED.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY REPRESENTATIVE OF THE LICENSOR OR BY ANYONE ELSE SHALL CREATE ANY WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

7.7 The content of the Licensed Material is subject to change without notice.

8. FORCE MAJEURE

8.1 Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or services, shall not be deemed a breach of this Agreement.

8.2 If any event set out in Clause 8.1 shall continue for a period in excess of 30 days either party shall be entitled to terminate this Agreement forthwith by written notice to the other.

9. NOTICE

Any notice to be served on either party by the other made under this Agreement shall be in writing sent by prepaid recorded delivery or registered post to the address of the addressee as set out in the Schedule or to such other address as notified by either party to the other as its address for service of notices and all such notices shall be deemed to have been received within 48 hours after posting.

10. LIABILITY

10.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence or any other liability the exclusion or limitation of which is expressly prohibited by law.

10.2 Except as provided for in Clause 10.1 above, the liability of the Licensor in respect of any and all claims (whether in contract or in tort) arising out of or in connection with this Agreement is limited in respect of each event or series of connected events to the lesser of £1,000 or an amount equal to the fees paid under this Agreement.

10.3 Except as provided for in Clause 10.1, notwithstanding anything else contained in this Agreement, in no event shall the Licensor be liable to the Licensee for:

- (a) loss of profits, business, revenue, goodwill, anticipated savings; and/or
- (b) indirect, special, incidental or consequential loss or damage.
- (c) any inaccuracy in the Licensed Material.

10.4 It is up to You to assess such content including Your reliance on the accuracy, completeness or usefulness of such content. You agree and acknowledge that content is provided for information purposes only, may be publicly accessible and that You rely on any such content at your sole and entire risk.

11. GOVERNING LAW

Governing Law and General Provisions. This Agreement shall be governed by the laws of England and any actions arising shall be brought before the courts of England. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain wholly valid and enforceable according to its terms. All rights not specifically licensed to you under this Agreement are reserved to PAU. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement is the entire and only agreement between the parties relating to its subject matter. It supersedes any and all previous agreements and understandings (whether written

or oral) relating to its subject matter and may only be amended in writing, signed on behalf of both parties.

12. SEVERABILITY

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

13. WAIVERS

No provision of this Agreement or breach thereof may be waived except in a writing signed by the party against whom the waiver is sought to be enforced.

14. RIGHTS

All rights reserved. No part of this Service, including Downloads, may be reproduce in any form or by any means, electronic or mechanical, including photocopying and recording, or held within any information storage and retrieval system, without permission in writing from the publisher.

Guidance and rules for the ALLR essay competition

1 You can choose to focus on an Act of Parliament or a specific part of an Act of Parliament, a piece of delegated legislation or specific part of it, or an area of common law. You are encouraged to conduct your own original research relating to:

- | the historical origins of that area of law
- | relevant case law and judicial comments relating to it
- | the reports of law reform bodies and academics (if relevant)
- | the views of the media, pressure groups and other law-reform campaigners

We are aware that some areas of law have to be evaluated on the AS and A2 specifications and we would urge you, if choosing one of these, to ensure that your response is entirely original and draws on a wide range of sources. You might wish to consider some of the following 'discuss' questions to stimulate thinking about your choice, but remember that you can choose any area of English law:

'Research into jury decision-making is long overdue and would show whether the lamp of freedom truly lives. Section 8 of the Contempt of Court Act 1981 should be repealed.'

'The Access to Justice Act 1999 and the Civil Procedure Rules have created more problems than they have solved. The civil process is now in urgent need of reform.'

'The age of criminal responsibility in England and Wales is too low and should be raised from 10 to 12.'

'Consideration is an artificial device and should, as such, play no further part in the law of contract.'

'Deregulation of the legal profession under the Legal Services Act 2007 will lead to far fewer lawyers.'

'The cost of being sued under British libel laws is said to be a powerful deterrent to exposing the actions of the rich and famous. Should libel law be reformed, and if so, how?'

'Why do we need a Freedom of Information Act and a Data Protection Act? Are citizens' rights not already protected by our constitution and common law?'

'Following the creation of the UK Supreme Court, what is left of the House of Lords serves no useful purpose and should be abolished.'

2 You can provide a (brief) bibliography and/or list of sources to support your essay, which will not be included in the word count.

3 Entries should include the following details: name, address, contact telephone number and/or e-mail address, school/college name and address, and the name, in addition, of a law teacher or lecturer at the school or college.

4 Evidence of plagiarism will lead to disqualification.

5 The decision of the judging panel is final.

6 Prizes are 1 x 16GB iPod Touch; 1 x £50 book token; 2 x £25 book tokens.

For **Philip Allan Updates (bookings for Teacher Workshops)**

1. Your Booking

Once your booking has been made (either by telephone, fax, email etc) it will be assigned a booking reference. We will then send you a Confirmation Invoice of the booking and if any of the details are not correct please tell us immediately. Once confirmed you must pay in accordance with the terms stated on your invoice. By booking with us, you are accepting the Terms and Conditions set out below.

Teacher Workshops – Payment is required, in full, 4 weeks before the Workshop or as soon as is possible in the event of a late booking. If you don't, we reserve the right to treat your booking as cancelled. Venue directions and programme details are normally dispatched two weeks before the date of the workshop directly to the delegate. We recommend that you do not book travel tickets/accommodation or confirm your transport arrangements to the event until final details have been received in writing. Travel costs will not be refunded. If you do not receive your final details please contact our Booking Department before attending the workshop as details may have changed from those advertised in the brochure.

Student Conferences – A pro-forma invoice acknowledges that places are being held provisionally. Payment is required in full before the date of the conference in order to confirm your booking and guarantee your places. Student conferences are on a first come first served basis and you are at risk of losing your places if we do not receive your payment before the payment date. Please refer to the payment date on the pro-forma invoice. Please note the payment date is for guidance only – under normal circumstances, if payment is received before the date stated you are normally guaranteed the places but we always advise to pay as early as possible because events do get booked up quickly. For any bookings received after the payment date please be aware that your booking is classed as provisional and your places will not be confirmed or guaranteed until we receive your payment. Only on receipt of payment is your booking 'confirmed'. Final details (tickets, venue directions and programme) will then be issued to you, normally being dispatched two weeks before the date of the conference. We recommend that you do not book travel tickets/accommodation or confirm your transport arrangements to the event until final details have been received in writing. Please note travel costs will not be refunded. If you do not receive your final details please contact our Bookings Department before attending the conference as details may have changed from those advertised in the brochure. Please note that confirmed places are non-refundable less than four weeks before the date of the conference. Unused tickets returned after the event are also non-refundable.

2. Cancelled bookings

We reserve the right to cancel your booking in any circumstances (for example, if there are not enough people booked on your workshop/conference) but if we cancel your booking you can either have a refund or transfer to another workshop/conference. If it is deemed that we have to cancel a conference due to unforeseen circumstances, after the Final details have been issued, a full refund and reasonable expenses will be issued upon written evidence and copy receipts. If you want to cancel your booking please notify our Booking Department as soon as possible - you will be given a cancellation number and will need to quote this if you have any queries regarding a cancelled booking. The full cost of the booking is payable if you do not cancel your booking and do not attend the workshop. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your place, we make a cancellation charge on the scale shown below. Please note – no refunds will be given if you are unable to attend due to circumstances beyond our control (see below *)

	4 weeks or less to date of event	Less than 2 weeks to date of event	3 days or less prior to date of event
Teacher Workshop	Full refund available	£50.00 + vat	£80.00 + vat
Student Conferences	No refund or no changes available	No refund available	No refund available

***Important note – events beyond our control.**

Events beyond our control include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport, your or family illnesses, bereavements, actual or potential weather conditions and any other similar events.

3. Changes to bookings

We hope that we will not have to make any change to your event but, because they are planned months in advance, we sometimes do need to make changes and amendments. We reserve the right to do this at any time. We will let you know about any important changes when you book. If you have already booked, we will let you know as soon as we can. If you want to change any details of your booking we will do our best to help but would normally be unable to change the booking within 2 weeks of the date of event for a Teacher Workshop or within 4 weeks on a 'confirmed' student booking. If you transfer your booking to another person they must comply with all the terms of the existing booking.

4. Complaints

If you have a complaint whilst attending a Teacher Workshop or Student Conference please notify the Philip Allan Updates Representative at the event who will endeavour to assist you and resolve the problem immediately. If you are still not satisfied, or there is any other aspect you are not happy with, you must write to Customer Services at the address given on your correspondence. Please write your booking reference number on your letter and include your daytime telephone number. If you do not give us the opportunity to resolve any problem at the event, then we may not be able to deal positively with any subsequent complaint. Please submit any complaint within 28 days to allow it to be investigated properly.

5. Conduct & Behaviour Policy

For Teacher Workshops admittance is by registration and in certain circumstances you will be asked to sign for your attendance. Entrance to Student Conferences is strictly by ticket only. A programme will be given to all students for the day, this must be retained and used throughout the day to re-enter the conference hall after breaks and lunchtime. No one will be re-admitted without their programme. Respectful behaviour is expected throughout the day. We reserve the right to request groups or individuals disrupting the event to leave the hall. To enable the smooth running of the day, it is vital that groups are seated in time for the start of each presentation. Latecomers will be refused entry and no refund given.

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For **Philip Allan Updates (bookings for Teacher Workshops)**

1. Your Booking

Once your booking has been made (either by telephone, fax, email etc) it will be assigned a booking reference. We will then send you a Confirmation Invoice of the booking and if any of the details are not correct please tell us immediately. Once confirmed you must pay in accordance with the terms stated on your invoice. By booking with us, you are accepting the Terms and Conditions set out below.

Teacher Workshops – Payment is required, in full, 4 weeks before the Workshop or as soon as is possible in the event of a late booking. If you don't, we reserve the right to treat your booking as cancelled. Venue directions and programme details are normally dispatched two weeks before the date of the workshop directly to the delegate. We recommend that you do not book travel tickets/accommodation or confirm your transport arrangements to the event until final details have been received in writing. Travel costs will not be refunded. If you do not receive your final details please contact our Booking Department before attending the workshop as details may have changed from those advertised in the brochure.

Student Conferences – A pro-forma invoice acknowledges that places are being held provisionally. Payment is required in full before the date of the conference in order to confirm your booking and guarantee your places. Student conferences are on a first come first served basis and you are at risk of losing your places if we do not receive your payment before the payment date. Please refer to the payment date on the pro-forma invoice. Please note the payment date is for guidance only – under normal circumstances, if payment is received before the date stated you are normally guaranteed the places but we always advise to pay as early as possible because events do get booked up quickly. For any bookings received after the payment date please be aware that your booking is classed as provisional and your places will not be confirmed or guaranteed until we receive your payment. Only on receipt of payment is your booking 'confirmed'. Final details (tickets, venue directions and programme) will then be issued to you, normally being dispatched two weeks before the date of the conference. We recommend that you do not book travel tickets/accommodation or confirm your transport arrangements to the event until final details have been received in writing. Please note travel costs will not be refunded. If you do not receive your final details please contact our Bookings Department before attending the conference as details may have changed from those advertised in the brochure. Please note that confirmed places are non-refundable less than four weeks before the date of the conference. Unused tickets returned after the event are also non-refundable.

2. Cancelled bookings

We reserve the right to cancel your booking in any circumstances (for example, if there are not enough people booked on your workshop/conference) but if we cancel your booking you can either have a refund or transfer to another workshop/conference. If it is deemed that we have to cancel a conference due to unforeseen circumstances, after the Final details have been issued, a full refund and reasonable expenses will be issued upon written evidence and copy receipts. If you want to cancel your booking please notify our Booking Department as soon as possible - you will be given a cancellation number and will need to quote this if you have any queries regarding a cancelled booking. The full cost of the booking is payable if you do not cancel your booking and do not attend the workshop. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your place, we make a cancellation charge on the scale shown below. Please note – no refunds will be given if you are unable to attend due to circumstances beyond our control (see below *)

	4 weeks or less to date of event	Less than 2 weeks to date of event	3 days or less prior to date of event
Teacher Workshop	Full refund available	£50.00 + vat	£80.00 + vat
Student Conferences	No refund or no changes available	No refund available	No refund available

***Important note – events beyond our control.**

Events beyond our control include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport, your or family illnesses, bereavements, actual or potential weather conditions and any other similar events.

3. Changes to bookings

We hope that we will not have to make any change to your event but, because they are planned months in advance, we sometimes do need to make changes and amendments. We reserve the right to do this at any time. We will let you know about any important changes when you book. If you have already booked, we will let you know as soon as we can. If you want to change any details of your booking we will do our best to help but would normally be unable to change the booking within 2 weeks of the date of event for a Teacher Workshop or within 4 weeks on a 'confirmed' student booking. If you transfer your booking to another person they must comply with all the terms of the existing booking.

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For **A – Z Handbooks (Digital edition), Network edition**

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The following Terms and Conditions apply to the annual subscription for Institutions to the A-Z Online site offered by Philip Allan publishers.

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1.1 In these Terms, unless the context requires otherwise, the following expressions have the following meanings:

"Authorized User": (a) every member of staff employed by the Licensee and (b) every student of the Licensee.

"Licensed Material": the material available for access on the Internet at the URL <http://www.philipallan.co.uk/a-zonline> from time to time together with any additional material that the Licensor makes available to the Licensee.

"Licensee": the school entering into this License Agreement

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1.2 The Agreement contains the entire agreement and undertaking between the parties relating to the Licensed Material and supersedes any prior agreement.

1.3 The termination of this Agreement shall not prejudice the rights and remedies of either party against the other in respect of any prior breach of covenant, terms, warranty or condition.

1.4 The failure of any party to enforce any provision of this Agreement on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.

1.5 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture, or contract of employment between the parties.

2. DELIVERY AND GRANT OF RIGHTS

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(a) access and permit Authorised users to access at any time the Licensor's server, or as the case may be any service provided by an agent on its behalf, for the purpose of accessing the Licensed Material, for research, teaching, and private study purposes;

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2.2 The Rights are personal to the Licensee and do not extend to its subsidiary or parent organizations, or to any other related or affiliated organizations. The Licensee may not assign, sub-license, transfer, charge or otherwise dispose of its rights under this Agreement without the prior written consent of the Licensor.

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- (d)** remove or obscure the Licensor's copyright notice from the Licensed Material including hard-copy print-outs;
- (e)** use the Licensed Material to create any derivative work, product or service, or merge the Licensed Material with any other product, database, or service;
- (f)** alter, amend, modify, translate, or change the Licensed Material;
- (g)** undertake any activity which may have a damaging effect on the Licensor's ability to achieve revenue through selling and marketing the Licensed Material; or
- (h)** otherwise use the Licensed Material supplied in accordance with this Agreement in a manner that would infringe the copyright or other proprietary rights contained within it.

4. TERM AND TERMINATION

4.1 This Agreement shall begin on the date hereof and continue for an initial period of the Term. The Term may be renewed for additional periods, subject to payment of appropriate fees and acceptance thereof by the Licensor, in accordance with Clause 5.1.

4.2 Either party may terminate this Agreement at any time upon written notice to the other if the other party defaults by failing to perform any obligation on its part. The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable default, during the relevant period of thirty days the defaulting party has remedied the default.

4.3 Licensor may terminate this Agreement at any time upon thirty days' written notice to the Licensee.

4.4 If termination of this Agreement occurs as a result of notice being given by the Licensee under Clause 4.2, 4.7 or 8.2 or by the Licensor under Clause 4.3 or 8.2 the Licensor shall repay the Licensee a rateable proportion of the Licence Fee as represents the paid but unexpired Term at the date of termination.

4.5 On termination of this Agreement, the Licensee agrees to destroy, and will instruct all Authorized Users to destroy, all Licensed Material stored on any digital information storage media, including, but not limited to, system servers, hard disks, diskettes, and back up tapes.

4.6 The Licensor may suspend the provision of the Licensed Material to the Licensee with immediate effect on written notice without liability if the Licensor believes the Licensed Material is being used in a manner that contravenes the provisions of this Agreement.

4.7 Either party may terminate the Agreement forthwith on notice in writing to the other if the other party is unable to pay its debts or ceases or threatens to cease to carry on business, goes into administration, receivership or administrative receivership, or any event analogous to any of the foregoing occurs in any jurisdiction.

5. LICENCE FEE

5.1 The Licensee agrees to pay to the Licensor the Licence Fee within 30 days of the Commencement Date. Provided that the Licensor is satisfied with the manner in which the Licensee has performed its obligations under this Agreement the Licensee will receive no later than 30 days before the end of the Term an invoice for fees for renewal of the Agreement for a further period of three years. If the Licensee does not pay the renewal fees by the end of the Term, the Licensor will assume that the Licensee does not wish to renew the Agreement and the Agreement will terminate.

5.2 All amounts payable by the Licensee under this Agreement shall be exclusive of any sales, use, value added or similar taxes.

6. LICENSEE'S UNDERTAKINGS

6.1 The Licensee will take all reasonable steps to ensure that the Licensed Material is used only in accordance with the terms and conditions of this Agreement and shall inform Authorized Users of the permitted use restrictions and other provisions set out in this Agreement.

6.2 The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to co-operate with the Licensor as appropriate to stop further abuse should it occur.

6.3 Subject to Clause 4.5, nothing in this Agreement shall make the Licensee liable for breach of the terms and conditions of this Agreement by any Authorized User as long as the Licensee complied with the terms of Clauses 6.1 and 6.2 and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received notice of such breach whether from the Licensor or otherwise. However, in the event of continuing abuse the Licensor shall be entitled to terminate this Agreement.

6.4 The Licensor shall be entitled to monitor the use of the Licensed Material through the Licensor's servers so as to monitor compliance with this Agreement.

7. WARRANTIES, UNDERTAKINGS AND INDEMNITIES

7.1 The Licensor warrants to the Licensee that it has full rights and authority to grant the Rights to the Licensee and that the use by the Licensee of the Licensed Material in accordance with this Agreement will not infringe the rights of any third party.

7.2 The Licensor shall indemnify the Licensee for the amount of any award of damages against the Licensee by a court of competent jurisdiction as a result of any claim arising from a breach of the warranty in Clause 7.1 provided that the Licensor shall be entitled to assume sole conduct of any defence and shall have the right at its option:

(a) to procure the right for the Licensee to continue using the Licensed Material;

(b) to make such alterations, modifications or adjustments to the Licensed Material that it becomes non-infringing without incurring a material reduction in performance or function; or

(c) to replace the Licensed Material with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function.

7.3 The Licensor shall not be liable to the Licensee for any loss or damage whatsoever resulting from omissions or inaccuracies in the Licensed Material regardless of how caused. The Licensor does not warrant that access to the Licensed Material will be free from errors or faults.

7.4 Without prejudice to the generality of the foregoing, the Licensor shall not be liable for any claim arising from:

(a) any failure or malfunction resulting wholly or to any material extent from the Licensee's negligence, operator error, use other than in accordance with the User Documentation or any other misuse or abuse of the Licensed Product;

(b) the failure by the Licensee to implement recommendations previously advised by the Licensor in respect of, or solutions for, faults in the Licensed Material;

(c) the decompilation or modification of the Licensed Material or its merger with any other program or any maintenance repair adjustment alteration or enhancement of the Licensed Material by any person other than the Licensor or its authorized agent; or

(d) the Licensee or any Authorized User being unable to exercise the Rights due to the Licensed Material being unavailable as a result of any act or omission of the Licensor provided that the period for which the Licensed Material is not available shall not exceed a period of 100 hours (in aggregate) in any continuous period of 1000 hours.

7.5 The Licensee shall use its best efforts to safeguard the intellectual property, confidential information including without limitation the terms of this License, and proprietary rights of the Licensor.

7.6 THE LICENSED MATERIAL IS PROVIDED "AS IS." NEITHER THE LICENSOR NOR ANYONE ELSE MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CLAUSE 7, ALL CONDITIONS, WARRANTIES, TERMS, REPRESENTATIONS, AND UNDERTAKINGS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE LICENSED MATERIAL ARE TO THE FULLEST EXTENT PERMITTED BY LAW EXPRESSLY EXCLUDED.

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7.7 The content of the Licensed Material is subject to change without notice.

8. FORCE MAJEURE

8.1 Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or services, shall not be deemed a breach of this Agreement.

8.2 If any event set out in Clause 8.1 shall continue for a period in excess of 30 days either party shall be entitled to terminate this Agreement forthwith by written notice to the other.

9. NOTICE

Any notice to be served on either party by the other made under this Agreement shall be in writing sent by prepaid recorded delivery or registered post to the address of the addressee as set out in the Schedule or to such other address as notified by either party to the other as its address for service of notices and all such notices shall be deemed to have been received within 48 hours after posting.

10. LIABILITY

10.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence or any other liability the exclusion or limitation of which is expressly prohibited by law.

10.2 Except as provided for in Clause 10.1 above, the liability of the Licensor in respect of any and all claims (whether in contract or in tort) arising out of or in connection with this Agreement is limited in respect of each event or series of connected events to the lesser of £1,000 or an amount equal to the fees paid under this Agreement.

10.3 Except as provided for in Clause 10.1, notwithstanding anything else contained in this Agreement, in no event shall the Licensor be liable to the Licensee for:
(a) loss of profits, business, revenue, goodwill, anticipated savings; and/or
(b) indirect, special, incidental or consequential loss or damage.
(c) any inaccuracy in the Licensed Material.

10.4 It is up to You to assess such content including Your reliance on the accuracy, completeness or usefulness of such content. You agree and acknowledge that content is provided for information purposes only, may be publicly accessible and that You rely on any such content at your sole and entire risk.

11. GOVERNING LAW

The Agreement is governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

12. SEVERABILITY

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

13. WAIVERS

No provision of this Agreement or breach thereof may be waived except in a writing signed by the party against whom the waiver is sought to be enforced.

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