

THIS LICENCE IS AGREED the

BETWEEN

THE INSTITUTION OF STRUCTURAL ENGINEERS

a company registered by Royal Charter with Company No. RC000274 and a charity registered in England with Charity No. 233392 and whose registered office is at 47–58 Bastwick Street, London, EC1V 3PS ("the Publisher")

and

No. _____ a company registered in _____ with Company
and whose registered office is at _____

("the Licensee")

WHEREAS the Publisher holds the rights granted under this Licence

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Fee, subject to the terms and conditions of this Licence.

IT IS AGREED AS FOLLOWS:

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- 6.3 The Licensee shall, in consideration for the rights granted under this Licence, pay the Fee within thirty (30) days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

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 - 7.1.2 if either party commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the other party.
 - 7.1.3 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 7.2 On termination all rights and obligations of the parties automatically terminate except as specifically provided in this Licence.

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8. GENERAL

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- 8.3 Neither party may assign or transfer any of its rights or obligations under this Licence, except as provided in this Licence in respect of the Agent and the management of the Server, without prior written consent of the other such consent not to be unreasonably withheld or delayed, save that the Publisher may assign or transfer its rights under the Licence without consent provided it gives advance notice to the Licensee.
- 8.4 If either party shall come under the control of any third party other than that by which it is controlled at the date of this Licence, the other shall have the right immediately to terminate or renegotiate the terms of this Licence. Control shall mean either the ownership of more than fifty per cent (50%) of the ordinary share capital carrying the right to vote at general meetings or the power to nominate a majority of the board of directors.
- 8.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as

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- 8.6 Neither party's delay or failure to perform any provision of this Licence, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Licence.
- 8.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 8.8 Either party's waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

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- 9.4 Each party shall provide the expert with such information as he may reasonably require for the purposes of his decision.
- 9.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable or, if no determination is made by the expert, by the parties in equal proportions.

AS WITNESS the hands of the parties the day and year below first written

For The Publisher: THE INSTITUTION OF STRUCTURAL ENGINEERS

Signature:

Name (in block capitals): LEE BALDWIN

Position / Title: HEAD OF PUBLISHING

Date:

For The Licencee:

Signature:

Name (in block capitals):

Position / Title:

Date:

SCHEDULE 1: LICENSED MATERIALS, SUBSCRIPTION PERIOD AND ACCESS METHOD

A schedule dated _____ to the Licence dated _____ between THE INSTITUTION OF STRUCTURAL ENGINEERS and _____

LICENSED MATERIALS:

The Structural Engineer magazine

SUBSCRIPTION PERIOD:

Annual - January to December

ACCESS METHOD:

Authentication via assigned subscription number

Authentication via IP address

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