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15.2.2 if the Licensee commits a material and/or persistent breach of any term of this Licence, including but not limited to a breach of the Publisher’s copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 6 in respect of prohibited uses;

15.2.3 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.

15.3 On termination or expiry of this Licence pursuant to clause 15.1, 15.2.1 or 15.2.3, all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in clause 9.5.

15.4 On termination of this Licence by Publisher for cause, as specified in clauses 15.2.2 and 15.2.3, the Licensee shall immediately cease to distribute, or make available, the Licensed Materials to Authorised Users and shall return to the Publisher or destroy all Licensed Materials.

15.5 On termination of this Licence by the Licensee for cause, as specified in clause 15.2.1 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

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16.1 In addition to the terms contained in this Licence, if and to the extent that the Licensee or their Authorised Users access the Licensed Materials via the Online Services, Licensee acknowledges that use of the Licensed Materials shall also be subject to the Online Service Terms and Conditions of Use (the “OnlineTerms”). The Online Terms can be viewed at http://www.tandfonline.com/page/terms-and-conditions and that by accessing and using the Licensed Materials, Licensee acknowledges that they will be accepting and agreeing to be bound by them. In the event of conflict of the terms of this Licence and the provisions of the Online Terms, the terms of this Licence shall take precedence.

17. GENERAL

17.1 With the exception of the Informa Terms or any other relevant terms and conditions referred to therein, this Licence constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Licence, whether oral or written.
17.2 Alterations to this Licence are only valid if they are agreed to in writing in advance by both parties. In addition, the relevant version of this Licence will be that currently in force and available at www.tandf.co.uk/journals/pdf/terms.pdf on the date that any subscription or renewal is requested by Licensee.

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17.4 Any notices to be served on either of the parties by the other shall be sent be 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 its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.

17.5 Neither party's delay or failure to perform any provision of this Licence, as 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.

17.6 Except in respect of a payment obligation, neither party will be held liable for any failure to perform any obligation to the other due to a Force Majeure Event provided the affected party notifies the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement as soon as reasonably possible after the start of the Force Majeure Event. The affected party shall make all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. As soon as reasonably possible after the end of the Force Majeure Event, the affected party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement. If the Force Majeure Event continues for more than three months starting on the day the Force Majeure Event starts, either party may terminate this Agreement by giving not less than 30 days' notice in writing to the other party. For the purpose of this clause 17.6, “Force Majeure Event” means an event beyond the reasonable control of the affected party including strike, lock-out, labour dispute, act of God, war, riot, acts of terrorism, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, illness or disease.

17.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
17.8 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.

17.9 Clauses 12.1 and 12.2 shall survive the termination of this Licence.

17.10 This Licence shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of, or in connection with, this Licence will be subject to, and within, the jurisdiction of the courts of England.

END OF LICENCE

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

TAYLOR & FRANCIS:

BY: ___________________________ DATE: ________________
Authorised Signatory
Informa UK Limited (trading as Taylor & Francis)

Print: ___________________________ Name: ___________________________
Title: ___________________________
Address: _______________________
Telephone No: ___________________
Facsimile: ______________________
E-mail: _________________________

******:

BY: ___________________________ DATE: ________________
Authorised signatory

******

Print: ___________________________ Name: ___________________________
Title: ___________________________
Address: _______________________
Telephone No: ___________________
Facsimile: ______________________
E-mail: _________________________
SCHEDULE 1

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AND (IF APPLICABLE)

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Contact Details for Notices to Informa:

Contact Details for Notices to Licensee:
SCHEDULE 4

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Subscription Period: [Insert years covered by Agreement]

Payment Terms: [30 days]
Any late payment of invoices shall be subject to the provisions of clause 11.

The Licensee will pay the Publisher a fee of £/$/€ for the access and use of the Licensed Materials listed in Schedule 1 and Schedule 2.

OR

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Payment Terms: [30 days]
Any late payment of invoices shall be subject to the provisions of clause 11.

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