

## Database options

The ABTA database is a complete record of all head office ABTA Member addresses and their branches. The data – which is used by our Members and Partners to support their in-house IT systems and in direct marketing – is available on a daily basis, monthly, quarterly or as a one-off purchase. Daily, monthly and quarterly options are quoted per annum. All database orders are subject to the terms and conditions of use outlined on page three.

	FREQUENCY							
	Single (one off)		Quarterly		Monthly		Daily	
	ABTA	non-ABTA	ABTA	non-ABTA	ABTA	non-ABTA	ABTA	non-ABTA
<b>Full Database</b>	<b>£524*</b>	<b>£799*</b>	<b>£904*</b>	<b>£1199*</b>	<b>£1274*</b>	<b>£1679*</b>	<b>£2094*</b>	<b>£3119*</b>
All data for all Members								

\* All prices subject to VAT

ABTA = Discounted rate available to ABTA Members and ABTA Partners.

Non-ABTA = Standard rate for all other orders.

## Contact details

Company name: ..... Contact name: .....

Invoice address: ..... Email: .....

..... Tel no: .....

.....

Postcode: ..... VAT number: .....

## Order Form

Select frequency  Single  Quarterly  Monthly  Daily

Select format  Email  FTP/Internet

Subtotal: £..... VAT: £..... Total: £.....

### Payment Information

**Credit card** Please call the Partnership Team on **0203 117 0566** to process credit card payment over the phone.

**BAC/ Electronic Bank transfer**

I confirm I have organised an electronic bank transfer of GBP £..... to the following account details.

#### UK Payment

**Account name:** ABTA Ltd  
**Address:** 30 Park St, London, SE1 9EQ  
**Details:** Lloyds TSB, 32 Oxford St Branch  
**Sort code:** 30-98-71  
**Account No:** 01538310

#### non-UK Payment

**Account name:** ABTA Ltd No.1 Account  
**Swift code:** LOYDGB2L  
**IBAN:** GB03 LOYD 309871 01538310  
**BIC:** LOYDGB21006  
**Currency:** GBP

Signed: .....

Date: .....

Print name: .....

Please email the completed form to [partner@abta.co.uk](mailto:partner@abta.co.uk)

## **PLEASE READ THESE LICENCE TERMS CAREFULLY**

This licence agreement (Licence) is a legal agreement between you (The Licensee) and ABTA Limited of 30 Park Street, London, SE1 9EQ (The Licensor) for the provision of the List of Members of the Licensor (The List).

### **Background**

- (A) The Licensor has created a List of its Members hereinafter referred to as The List.
- (B) The Licensor owns the copyright and any database rights in The List.
- (C) The Licensee wishes to receive and the Licensor is willing to grant to the Licensee a licence to use The List on the terms and conditions set out in this agreement.
- (D) Use of The List by the Licensee deems the parties bound by the following terms.

### **1. Grant**

- 1.1 The Licensor hereby grants to the Licensee a non-exclusive, non-transferable, revocable licence to use The List, and any amendments made to it during the duration of the licence, in accordance with the terms of this agreement.
- 1.2 The Licensee shall use The List and take all reasonable steps to ensure that its employees and partners use the List only for its own business purposes.

### **2. Payment**

- 2.1 The Licensee undertakes to pay to the Licensor the fee as notified by the Licensor.
- 2.2 The Licensor reserves the right to withhold delivery of the List and to bar access to any internet service until all outstanding fees are paid and these terms have been accepted.

### **2.1 Duration and Termination**

- 2.2 This agreement shall commence on the date these terms are accepted and the fee paid and shall continue for a period of 12 months from this date unless terminated earlier in accordance with clause 3.2 below.
- 2.3 Without affecting any other right or remedy available to it, the Licensor may terminate this agreement with immediate effect by giving written notice to the Licensee if:
  - (a) the Licensee commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

- (b) the Licensee is made bankrupt or enters into liquidation or any arrangement with creditors or has a receiver or an administrator appointed.
- 2.4 In the event of termination of this Agreement under clause 3 the Licensee will return the List to the Licensor within 14 days.
- 3. **Obligations of the parties:**
- 3.1 The List is not sold to the Licensee who shall not acquire any rights, title or interest in the List which shall remain the property of the Licensor.
- 3.2 The Licensee shall not sub-license the List to others and the Licensee warrants that access will not be given to the List to any person not being an employee or partner of the Licensee firm, company or other entity.
- 3.3 The Licensee shall not make a copy of the List.
- 3.4 The Licensor shall be entitled to take reasonable steps to monitor the use of the List and the Licensee shall make such information available to the Licensor.
- 3.5 The Licensee shall not send to any of the persons or companies on the List any obscene, blasphemous, defamatory or illegal material. The Licensor shall not be liable for any claims arising if this occurs. The Licensor reserves the right to view any material before it is sent out.
- 3.6 The Licensee shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act 1998, as amended from time to time (Data Protection Legislation). The Licensee shall be responsible for screening the data against Mailing Preference Service (MPS), Fax Preference Service (FPS), Employers Mutual Protection Service (EMPS) and Telephone Preference Service (TPS).
- 3.7 Whilst reasonable care is taken to ensure the accuracy and completeness of the List, the Licensor makes no representations or warranties whatsoever, express or implied, that the List is free from errors or omissions.
- 3.8 Whilst reasonable care has been taken to exclude computer viruses, no warranty is made that the List is virus free. The Licensee shall be responsible to ensure that no virus is introduced to any computer or network and shall not hold the Licensor responsible.
- 3.9 The Licensee shall satisfy itself prior to entering this Agreement that the List and the way it is supplied will meet the Licensee's individual requirements and be compatible

with the Licensee's hardware/software configuration and no failure in this respect will give rise to a claim against the Licensor

#### **4. Liability and indemnity**

4.1 The Licensor shall not be liable for any loss of whatsoever kind or for any indirect or consequential loss whatsoever, howsoever suffered by the Licensee or for any liability of the Licensee to any third party in connection with the List (whether or not caused by the negligence of the Licensor).

4.2 The aggregate maximum liability of the Licensor in respect of any direct loss or other loss (to the extent that such loss is not excluded by this Agreement or otherwise) whether such a claim arises in contract or tort shall not exceed a sum equal to that paid as the fee for the List.

#### **5. Assignment and other dealings**

5.1 The Licensee shall not assign, transfer, mortgage, charge, sub-license, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the Licensor (such consent not to be unreasonably withheld or delayed).

5.2 The Licensor may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and / or obligations under this agreement.

#### **6. Consequences of termination**

6.1 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:

- (a) all outstanding sums payable by the Licensee to the Licensor shall immediately become due and payable;
- (b) all rights and licences granted pursuant to this agreement shall cease; and
- (c) the Licensee shall cease to make any use of the List save as set out in this clause and shall promptly return the List to the Licensor.

6.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

**7. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

**8. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**9. Notices**

9.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

9.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, second Business Day after posting or at the time recorded by the delivery service.

**10. Governing law and jurisdiction**

This Agreement is subject to the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.