



Sorting Code Directory terms and conditions

SINGLE SITE LICENCE

VERSION 6.0



Sorting Code Directory terms and conditions: Single Site Licence

The following terms and conditions set out the terms on which the Sorting Code Directory may be used by the Customer. They are in addition to and without prejudice to the rights of Vocalink at common law or statute. They exclude any terms and conditions advanced by the Customer unless the contrary is expressly and specifically agreed in writing by an authorised representative of Vocalink.

This Customer Licence allows the Customer to use a single electronic copy (not including automated back-ups) of the Sorting Code Directory in their organisation. This Customer Licence is appropriate for Customers that operate from a single location, or Customers with many offices served from a single active datacentre (not including non-active DR datacentres). This licence is not appropriate for a Customer that requires multiple live instances of the Sorting Code Directory.

The parties agree as follows:

1. Definitions and interpretation

"Contract Year" means the twelve month period commencing on the Licence Start Date and each successive 12 month period.

"Customer" means the party whose company name and address have been entered on the Order Form.

"Customer Licence" means the licence granted by Vocalink to a Customer allowing it to use the Sorting Code Directory specified in the Order Form.

"Direct Debit" means, for UK based organisations, the direct debit system which allows for automated bill payment or, for non-UK organisations, an agreed process of wire transfer of funds.

"Extended Industry Sorting Code Directory" or **"Extended ISCD"** means the Vocalink product by these names, consisting of a copy of a computer file of Sorting Code Data or any data taken from the computer file of Sorting Code Data and incorporated into any computer file or product produced by the Customer.

"Industry Sorting Code Directory" or **"ISCD"** means the Vocalink product by these names, consisting of a copy of a computer file of Sorting Code Data or any data taken from the computer file of Sorting Code Data and incorporated into any computer file or product produced by the Customer.

"Intellectual Property" means any current and future intellectual property rights, including:

(a) copyright, trade marks, service marks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how, design rights, patents, utility models, semi-conductor topographies, all rights in computer software and data, rights in databases;

(b) all intangible rights and privileges of a nature similar, analogous or allied to any of the above;

(c) all granted registrations and all applications for registration;

(d) all renewals, reversions or extensions;

(e) the right to sue for damages for past infringement; and

(f) all forms of protection of a similar nature which may subsist anywhere in the world, in every case in any part of the world and whether or not registered.

"Licence Fee" means the licence fees payable by the Customer to Vocalink for the use of the Sorting Code Directory specified in the Order Form under the terms of this Customer Licence.

"Licence Start Date" means the date on the Order Form which is accepted by Vocalink and from which the Customer may download the Sorting Code Directory specified in the Order Form.

"Order Form" means the online registration form and Direct Debit payment authorisation form which are made available by Vocalink and completed by the Customer in order to apply to use the Sorting Code Directory specified in the Order Form under the terms of this Customer Licence.

"Service User Number" means the unique number identifying the Customer as a licensee of a Sorting Code Directory.

"Sorting Code" means the number codes issued (from time to time) to members of payment schemes for use as an identifier in those payment schemes.

"Sorting Code Data" means the data that constitutes a sort code.

"Sorting Code Directory" means either the Extended ISCD or the ISCD as applicable.

"Technical Specification" means the latest version of the document of that name that specifies the format and content of the Sorting Code Directory.

"Territory" means the United Kingdom.

"Vocalink" means Vocalink Limited of 1 Angel Lane, London, EC4R 3AB, registered in England, company number 6119048.

"Vocalink Download Site" means the electronic data site made available to the Customer in accordance with clause 6.

This Customer Licence shall be deemed to include any attached schedules or appendices and the Order Form.

2. Grant of licence

Subject to the terms and conditions of this Customer Licence, Vocalink hereby grants the Customer a personal, non exclusive, non transferable, terminable licence to use the Sorting Code Directory identified in the Order Form, provided that the Customer shall only be permitted to load one single electronic copy of the Sorting Code Directory on to the Customer's internal systems (but not the systems of any third party).

The foregoing grant of licence by Vocalink is subject to the following conditions:

(a) The Sorting Code Directory may not be sold, hired, sub-licensed, lent nor otherwise transferred to a third party;

(b) Title to the Sorting Code Directory does not pass under any circumstances to the Customer or its licensees;

(c) The Customer Licence does not include the provision by Vocalink of any support or maintenance services; and

(d) The Sorting Code Directory is provided solely for the purposes contemplated under this Customer Licence. The Customer acknowledges that the use of the Sorting Code Directory (or any information therein) for any other purpose, may constitute an unlawful breach of this Customer Licence; and

The Customer warrants and represents that the Sorting Code Directory and any copy taken and held in accordance with this Customer Licence will remain under its control and that it will take all reasonable precautions to safeguard the Sorting Code Directory against unauthorised use.

3. Duration

This term of this Customer Licence commences on the Licence Start Date and will continue in effect until terminated by the Customer or Vocalink in accordance with clause 11.

4. Payment of Licence Fee

(a) The Customer shall pay to Vocalink the Licence Fee as advised by Vocalink. Payment of the Licence Fee shall be made to Vocalink:

- i) Quarterly in advance by Direct Debit, commencing on the Licence Start Date;
- ii) annually in advance by providing Vocalink with a purchase order, commencing on the Licence Start Date,
- iii) annually in advance by payment of invoice, commencing on the Licence Start Date.

Upon paying the Licence Fee the Customer shall be entitled to download the Sorting Code Directory identified in the Order Form from the Vocalink Download Site. Subject to payment of the Licence Fee there shall be no limitation on the number of copies of the Sorting Code Directory the Customer may download in any quarter.

(b) The Licence Fee may be increased by Vocalink upon three month's advance written notice to the Customer.

(c) Where the Customer wishes to pay Vocalink using the payment option described at clause 4(a)(ii) the Customer shall include a purchase order number, or other information necessary to ensure that any invoice shall be paid promptly (collectively the "PO Details") together with the Order Form in respect of the first year's fees, and shall provide such PO Details in respect of any renewal at least 30 days in advance of the anniversary of the Licence Start Date in respect of any renewal fees.

5. Format and availability of Sorting Code Directory

(a) An updated version of the Sorting Code Directory will be available for download by the Customer on the last working day of the week. The Sorting Code Directory will be made available to the Customer in the format specified in the version of the Technical Specification that is current at that time.

(b) The Customer shall update its Sorting Code Directory at least monthly.

6. Access to Vocalink Download Site

(a) On the Licence Start Date, Vocalink will issue the Customer with a Service User Number, user identifications and passwords to enable the Customer to access the Vocalink Download Site for the sole purpose of downloading copies of the Sorting Code Directory in accordance with this Customer Licence. The Customer shall be responsible for keeping the Service User Number, user identifications and passwords up to date and confidential. In the event that the Customer loses any contact ID and/or password they must notify Vocalink of the fact immediately in writing. Vocalink will forthwith assist the Customer with resetting their user identification and password and inform the Customer accordingly. For the avoidance of doubt, upon resetting the Customer's user identification and password, Vocalink shall render the previous password void and it will cease to be applicable. Any copy of the Sorting Code Directory that are downloaded within a Customer Session shall be deemed to have been downloaded by the Customer (where "Customer Session" refers to a session of the Vocalink Download Site that has been initiated using the Customer's user identification and password).

(b) The Customer shall:

i) notify Vocalink of the contact details of at least two primary security contacts ("Primary Security Contacts") who are responsible for (aa) keeping the Service User Number, user identifications and passwords secure, and (ii) maintaining the list of active users within the Customer License (adding or removing users who may access the Vocalink Download Site).

ii) ("Secondary Users") do not have the ability to add or remove active users from the Customer's active Users' list.

iii) ensure that Vocalink has been provided (at all times) with up to date contact details for at least two Primary Security Contacts and use reasonable endeavours to notify Vocalink if the Primary Security Contacts change within its organisation so that Vocalink can reset the user identification and password for that Primary Security Contact as necessary.

7. Title and Intellectual Property

(a) The Customer acknowledges that all property rights including but not limited to Intellectual Property rights in the Sorting Code, Sorting Code Data, and the Sorting Code Directory are retained by Vocalink (on behalf of itself and its third party licensors).

(b) No title or rights of ownership or any Intellectual Property rights in the Sorting Code Directory, Sorting Code or Sorting Code Data are or will be transferred to the Customer.

(c) The Customer will ensure that (i) all of its relevant employees are notified of the fact that all Intellectual Property rights in the Sorting Code Directory, Sorting Code and Sorting Code Data are the property of Vocalink or its third party licensors and (ii) its employees comply with all of the terms and conditions of this Customer Licence.

(d) Vocalink warrants that the use of the Sorting Code Directory by the Customer will not infringe the Intellectual Property rights of any third party in the Territory. Vocalink will indemnify and keep indemnified the Customer against any and all actions claims proceedings costs damages awarded against the Customer (including reasonable legal expenses arising in connection with any such claim) in connection with a claim that use of the Sorting Code Directory infringes the Intellectual Property rights of a third party in the Territory. Vocalink has no responsibility for the use of the Sorting Code Directory outside the Territory.

8. Customer undertakings

The Customer shall satisfy itself that the Sorting Code Directory identified in the Order Form meets its operational and business requirements. It is the sole responsibility of the Customer to determine that the Sorting Code Directory is ready for operational use in the Customer's business before it is used.

9. Vocalink warranties and limitation of liability

(a) The Sorting Code Directory will be the current version at the time when it is made available to the Customer for download and Vocalink will use its reasonable endeavours to update the Sorting Code Directory on a weekly basis. If any delay occurs in updating the Sorting Code Directory, Vocalink shall ensure that the immediately previous version of the Sorting Code Directory remains available for download by the Customer until such time as an updated version is released.

(b) The Customer acknowledges that:

i) the Sorting Code Directory has not been produced to meet individual Customer specifications;

ii) the Sorting Code Directory cannot be tested in advance in every possible operating combination and environment; and

iii) it is not possible to produce a Sorting Code Directory known to be error-free in all circumstances and Vocalink does not warrant that the Sorting Code Directory will be error-free. Vocalink does not accept liability for the accuracy of Sorting Code Data so provided.

(c) Subject to clause 9(b) above, Vocalink warrants that it will use its reasonable endeavours to ensure that the Sorting Code Directory is up to date and materially complete and accurate. Notwithstanding the foregoing, Vocalink's sole obligation and the Customer's sole remedy with respect to any error contained in the Sorting Code Directory will be to remedy such error provided that Vocalink has been notified of the error within fourteen days of the date of download by the Customer.

(d) The above warranties constitute the sole warranties provided by Vocalink in respect of the Sorting Code Directory. The obligations and liabilities of Vocalink in this Customer Licence are in place of, and the Customer accordingly waives, (to the fullest extent permitted by law), all implied guarantees and warranties, including without limitation, any warranty of merchantability or fitness for a particular purpose whether or not any purpose has been notified to Vocalink.

(e) The maximum liability of Vocalink to the Customer in any Contract Year under or in connection with this Customer Licence (including under any indemnity) shall not exceed the amount of the annual Licence Fee payable in accordance with this Customer Licence or £50,000, whichever is the greater, whether arising in tort (including negligence), breach of contract, breach of statutory duty or otherwise in respect of all claims in aggregate (and not on a per claim basis).

(f) Notwithstanding anything to the contrary contained in this Customer Licence, Vocalink shall not be liable, in contract, tort or otherwise howsoever, and whatever the cause thereof for;

i) whether arising directly or indirectly:

a. any increased costs or expenses; or

b. any loss of profit, business, contracts, revenues, or anticipated savings; or;

ii) for any special, indirect or consequential losses of any nature whatsoever.

(g) The limit on Vocalink's liability set out in this clause 9 shall not apply to claims by the Customer arising from fraud, death or personal injury caused by Vocalink.

(h) Each provision of this Customer Licence excluding or limiting liability operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

10. Confidentiality

The Customer shall not during the term of this Agreement, nor after its termination, however caused, disclose or divulge or allow to be disclosed or divulged to any person, firm or company (other than its employees, officers, consultants, sub-contractors, agents and the like or an affiliated company), any information which it receives or obtains and which is confidential and relates to VocaLink business generally, except as may be necessary to fulfil its obligations under this Agreement or as may be required by applicable law and/or regulation or pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction or from any other third party with power to require the disclosure of such information and provided that as far as reasonably practicable the consent of VocaLink is first obtained.

11. Termination and suspension

(a) Vocalink may at its sole discretion terminate this Customer Licence and the licence granted hereunder in writing immediately or on giving such period of notice in writing as Vocalink considers appropriate:

i) where the Customer is in breach of the terms of this Customer Licence and such breach is incapable of remedy;

ii) where the Customer is in breach of the terms of this Customer Licence and such breach is capable of remedy, and the Customer has not so remedied the breach within thirty days of receipt of a notice from Vocalink specifying the breach and requiring its remedy; or

iii) should the Customer go into liquidation or if a receiver of its assets is appointed or any other analogous event in any jurisdiction occur.

(b) Vocalink may at its sole discretion terminate this Customer Licence and the licence granted hereunder for convenience on giving the Customer three months' notice.

(c) Vocalink may at its sole discretion suspend the provision of any service under this Customer Licence, including without limitation suspending the Customer's access to the Sorting Code Directory, if the Customer has not provided the information required under clause 4(c) or has not paid within 30 days any invoice or Direct Debit rendered pursuant to this Customer Licence. Where Vocalink suspends any Customer licence there shall be no refund or rebate on any licence fees paid or payable.

(d) The Customer shall be entitled to terminate the Customer Licence by giving Vocalink three months' notice in writing.

(e) Upon suspension or termination of this Customer Licence for any reason:

i) the Customer shall cease to use the Sorting Code Directory; and

ii) Vocalink shall not be required to refund any licence fees already paid.

12. Effects of termination

On the termination of this Customer Licence, all pre-existing rights and obligations which have accrued to or been incurred by either of the parties under this Customer Licence shall continue in full force and effect.

13. Return of documents and materials on termination

On termination of this Customer Licence, the Customer shall immediately deliver to Vocalink or destroy all documents containing and copies of the Sorting Code Directory and any other items or property belonging to Vocalink (including any Technical Specifications) which the Customer may have in its possession or be under its control.

14. Payment following termination

The Customer shall pay to Vocalink any amounts due to it.

15. Waiver

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

16. Notices

Any operational communications shall be sent by Vocalink by e-mail to the Primary Security Contact specified in the Order Form. Any other notice, instruction or communication shall be sent by ordinary first class post, email or by such other means as may be appropriate in the circumstances, and in the case of a notice served by first class post it shall be deemed to have been received by the party to whom it was sent forty-eight hours after posting, and in the case of any other form of transmission twenty-four hours after sending.

17. Agency

(a) The relationship between Vocalink and Customer is that of independent parties. Neither party is the agent for the other, and neither party has any authority to make any contract, whether expressly or by implication, in the name of the other party, without that party's prior written consent for express purposes connected with the performance of the obligations contained in this Customer Licence.

(b) The relationship between Vocalink and its third party licensors is that of independent parties. No party is the agent for another, and no party has any authority to make any contract, whether expressly or by implication, in the name of any other party, without that party's prior written consent for express purposes connected with the performance of the obligations contained in this Customer Licence.

18. Entire agreement and rights of third parties

(a) This Customer Licence and the documents referred to or incorporated in it constitutes the entire agreement between the parties with respect to the matters dealt with and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to such matters.

(b) No term of this Customer Licence shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

19. Force majeure

In the event that either of the parties are unable to carry out all or any of their obligations under this Customer Licence as a result of matters arising beyond their reasonable control neither party shall have a claim against the other provided that notice of the event or events is given to the party not affected within forty-eight hours.

20. Restriction on assignment

Under no circumstances is this Customer Licence capable of being assigned by the Customer and any such assignment shall be deemed to be void.

21. Law

This Customer Licence shall be governed by and construed according to English law and both parties hereby submit to the exclusive jurisdiction of the English courts.

End

Contact us

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vocalink.com

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