

Subscription Form



Council Name and Address:			
Title:		Name:	
Position:			
Organisation:			
Building:			
Street:			
Town:			
City:			
County:		Post code:	
Email:		Phone:	
Purchase Order Number:			
Finance Department Details:			
Telephone:		E-Mail:	
Address:			

The Above Local Authority or NHS body wishes to renew its subscription to the James Button & Co., Subscription Scheme subject to the terms and conditions printed overleaf.
PLEASE TICK AS APPROPRIATE

1 year: 1st April 2018 until 31st March 2019 is £680.00 plus vat @ 20%

For shared services please add £175.00 plus vat @ 20% per additional council.

3 years: from 1st April 2018 until 31st March 2021 is £2040.00 vat @ 20%

For shared services please add £525.00 plus vat @ 20% per additional council.

Please invoice the authority for the subscription immediately

I enclose payment to "James Button & Co."

(A VAT invoice will be supplied upon receipt of a cheque or BACS payment)

Signed _____ Date _____

Please return to:
Janet Button Office
Manager
James Button & Co., Solicitors
7 Devonshire Drive, Rowsley, Matlock, Derbyshire, DE4 2HB
T: 01629735566, E: secretary@jamesbutton.co.uk
W: www.jamesbutton.co.uk

PARTIES:

1. James Button & Co., Solicitors of 7 Devonshire Drive, Rowsley, Derbyshire, DE4 2HB ("JB&Co") and

2. The Local Authority or NHS Body or other body named overleaf ("the Subscriber")

1. Definitions

The following terms shall have the following meanings:

1.1 "Commencement date": February 2015 or 1st April 2018 as indicated overleaf.

1.2 "Conditions": the provisions set out below which shall be incorporated into this agreement in their entirety

1.3 "Term": from the Commencement Date until either 31st March 2019 or 31st March 2021 as indicated overleaf.

2 Appointment

2.1 The Subscriber engages JB&Co to provide the training services.

3 JB&Co Obligations

3.1 During the term JB&Co shall unless prevented by the ill-health of the principal James Timothy Hamilton Button provide access for officers of the Subscriber by telephone and fax during weekday office hours (subject to normal and reasonable holidays) to JB&Co for assistance and guidance on legal matters relating to public health law, environmental health law and local authority licensing law. JB&Co provides general legal information and training. Whilst a brief answer will be given to any legal query, this will not constitute legal advice upon which the Subscriber can rely. The Subscriber must seek legal advice from either their own lawyer or from JB&Co under paragraph 3.3 below

3.2 Access for officers and members of the Subscriber to training courses provided by JB&Co or other associated providers at a reduced cost

3.3 Legal advice on the areas mentioned in paragraph 3.1 above is also available at an additional cost, which will be reduced from the costs charged to non-subscribers

4 The Subscriber's obligations

4.1 In consideration of the services to be rendered by JB&Co under this agreement the Subscriber shall pay to JB&Co the sums indicated overleaf

5 VAT

5.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and all other duties or taxes

5.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums

Secrecy

6.1 At all times information given to JB&Co by the Subscriber remains confidential, but the outline of such queries after being rendered suitably and satisfactorily anonymous may be used at the sole discretion of JB&Co to form an article or articles in the newsletter or other publications of JB&Co and additionally

used for training purposes within all or any parts of the United Kingdom, the European Union and the remainder of the World

6.2 Any information given to or obtained by the Subscriber concerning the business or operation of JB&Co other than that used for the purposes of publicity shall not at any time be divulged by an officer or member of the Subscriber without the written consent of JB&Co

7 Ownership of copyright

7.1 The ownership of and sole right to the copyright of any work undertaken by JB&Co for the Subscriber under this agreement shall be vested in and at all times remain the ownership of JB&Co

8 Status of JB&Co

8.1 During the term the Subscription Service will be provided by James Button & Co. Solicitors or any amalgamated or merged firm which incorporates all or any part of James Button & Co., but the right is reserved by the Unit under the control of James Timothy Hamilton Button to transfer the ownership of the Unit to any other legal owner, such decision to be made at the sole discretion of James Timothy Hamilton Button

8.2 JB&Co shall not be subject to directions from the Subscriber as to the manner in which any work will be performed

9 Miscellaneous

9.1 Warranty

Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so

9.2 Interest

JB&Co reserves the right to charge interest on all sums due from the Subscriber which are not paid on the due date such sums shall bear interest from day to day at the annual rate of 5% over the daily base lending rate of HSBC Bank plc with a minimum rate of 10% per year

9.3 Receipt

The receipt of money by either of the parties shall not prevent either of them from questioning the correctness of any statement in respect of such money

9.4 Force majeure

Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation death illness or serious injury to James Timothy Hamilton Button or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible whereupon all money due under this agreement shall be paid and in particular:

9.4.1 The Subscriber shall immediately pay to JB&Co all arrears of payments

9.4.2 No refund of any payments already paid will be made

9.4.3 VAT paid will not be refunded in any circumstances

Provided that this clause shall have effect only at the discretion of JB&Co except when such event renders such

performance impossible for a continuous period of not less than 6 calendar months

9.5 Severance

If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this agreement shall remain in full force and effect

9.6 Discretion

Any discretion exercise of discretion judgement or opinion or approval of any matter mentioned in this agreement or arising from it shall be binding on a party only if in writing and shall be at its sole discretion unless otherwise expressly provided in this agreement

9.7 Change of Address

Each of the parties shall give notice to the other of the change or acquisition of any address or telephone electronic mail or similar number at the earliest possible opportunity but in any event within 14 days of such change or acquisition

9.8 Headings

Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate

9.9 Joint and several

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties

9.10 Proper law and jurisdiction

This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England