

Please return this form if you want your Local Authority or Primary Care Trust to subscribe to the Public Health Legal Information Unit.

Contact name _____

Position _____

Authority or Primary Care Trust _____

Address _____

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The above Local Authority or Primary Care Trust wishes to subscribe to the Public Health Legal Information Unit subject to the terms and conditions printed overleaf -


(PLEASE TICK AS APPROPRIATE)

- 1 year until 31st March 2011 £580.00 plus vat @ 17.5%
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- 3 years from 1st April 2010 until 31st March 2013 @ £1680.00 vat @ 17.5%

- I enclose a cheque made payable to "**James Button & Co.**"
(a VAT invoice will be supplied upon receipt of the cheque)
- Please invoice the authority for the subscription immediately

Signed _____ Date _____

Please return to:
Janet Button
Office Manager
James Button & Co. Solicitors
7 Devonshire Drive
Rowsley
Matlock
Derbyshire DE4 2HB
T: 01629735566
F: 01629 735528
E: accounts@jamesbutton.co.uk

<p>PARTIES:</p> <p>1. The Public Health Legal Information Unit, part of James Button & Co., Solicitors of 7 Devonshire Drive, Rowsley, Derbyshire, DE4 2HB ("the Unit") and</p> <p>2. The Local Authority or Primary Care Trust or other body named overleaf ("the Subscriber")</p> <p>1 Definitions The following terms shall have the following meanings:</p> <p>1.1 "Commencement date": 1st April 2008</p> <p>1.2 "Conditions": the provisions set out below which shall be incorporated into this agreement in their entirety</p> <p>1.3 "Term": from the Commencement Date until either 31st March 2010 or 31st March 2012 as indicated overleaf</p> <p>2 Appointment 2.1 The Subscriber engages the Unit to provide the services of the Public Health Legal Information Unit</p> <p>3 The Units' Obligations 3.1 During the term the Unit 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 the Unit for assistance and guidance on legal matters relating to public health law, environmental health law and local authority licensing law. The Unit 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 the Unit under paragraph 3.4 below</p> <p>3.2 Two copies of "P. H. Law" the Units newsletter per year sent by electronic mail or posted to the Subscriber</p> <p>3.3 Access for officers of the Subscriber to training courses provided by the Unit or other associated providers at a reduced cost</p> <p>3.4 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</p> <p>4 The Subscriber's obligations 4.1 In consideration of the services to be rendered by the Unit under this agreement the Subscriber shall pay to the Unit the sums indicated overleaf</p> <p>5 VAT 5.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and all other duties or taxes</p> <p>5.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in</p>	<p>addition to such sums</p> <p>6 Secrecy 6.1 At all times information given to the Unit 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 the Unit to form an article or articles in the newsletter or other publications of the Unit and additionally used for training purposes within all or any parts of the United Kingdom, the European Union and the remainder of the World</p> <p>6.2 Any information given to or obtained by the Subscriber concerning the business or operation of the Unit 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 the Unit</p> <p>7 Ownership of copyright 7.1 The ownership of and sole right to the copyright of any work undertaken by the Unit for the Subscriber under this agreement shall be vested in and at all times remain the ownership of the Unit</p> <p>8 Status of the Unit 8.1 During the term the Unit will be part of James Button & Co. Solicitors or any amalgamated or merged firm which incorporates all or any 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</p> <p>8.2 The Unit shall not be subject to directions from the Subscriber as to the manner in which any work will be performed</p> <p>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</p> <p>9.2 Interest The Unit 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</p> <p>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</p> <p>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</p>	<p>whereupon all money due under this agreement shall be paid and in particular:</p> <p>9.4.1 The Subscriber shall immediately pay to the Unit all arrears of payments</p> <p>9.4.2 No refund of any payments already paid will be made</p> <p>9.4.3 VAT paid will not be refunded in any circumstances</p> <p>Provided that this clause shall have effect only at the discretion of the Unit except when such event renders such performance impossible for a continuous period of not less than 6 calendar months</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> 
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