



## James Button & Co Subscription Form

Please return this form if you want your Local Authority or Primary Care Trust to subscribe to the James Button & Co Subscription Service.

Contact name \_\_\_\_\_

Position \_\_\_\_\_

Authority or Primary Care Trust \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ Purchase Order Number: \_\_\_\_\_

The above Local Authority or Primary Care Trust wishes to subscribe to the James Button & Co Subscription Service subject to the terms and conditions printed overleaf -

**(PLEASE TICK AS APPROPRIATE)**

- 1 year, 1st April until 31st March 2012      £580.00 plus vat @ 20%
- 9 months, 1st July until 31<sup>st</sup> March 2012      £435.00 plus vat @ 20%
- 6 months, 1st October until 31<sup>st</sup> March 2012      £290.00 plus vat @ 20%
- 3 months, 1st January until 31<sup>st</sup> March 2012      £145.00 plus vat @ 20%
- 3 years from 1st April 2011 until 31st March 2014 @ £1680.00 vat @ 20%

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Please return to:

**Janet Button**  
**James Button & Co. Solicitors**  
**7 Devonshire Drive**  
**Rowsley**  
**Matlock**  
**Derbyshire DE4 2HB**  
**T: 01629735566**  
**F: 01629 735528**  
**F: 01629 735528 E: [accounts@jamesbutton.co.uk](mailto:accounts@jamesbutton.co.uk) W: [www.jamesbutton.co.uk](http://www.jamesbutton.co.uk)**

|  |  |  |
|--|--|--|
| <p><b>PARTIES:</b><br/>1. James Button &amp; Co., Solicitors of 75 Devonshire Drive, Rowsley, Derbyshire, DE4 2HB ("the Firm") and</p>   | <p>5.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums</p>  | <p>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:</p>   |
| <p>2. The Local Authority or Primary Care Trust or other body named overleaf ("the Subscriber")</p>  | <p><b>6 Secrecy</b><br/>6.1 At all times information given to the Firm 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 Firm to form an article or articles on the Firms' website or other publications of the Firm 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>9.4.1 The Subscriber shall immediately pay to the Firm all arrears of payments<br/>9.4.2 No refund of any payments already paid will be made<br/>9.4.3 VAT paid will not be refunded in any circumstances</p>   |
| <p><b>1 Definitions</b><br/>The following terms shall have the following meanings:</p>   | <p>6.2 Any information given to or obtained by the Subscriber concerning the business or operation of the Firm other than that used for the purposes of publicity shall not at any time be divulged by an officer or member of the Firm without the written consent of the Firm</p>  | <p>9.5 <b>Termination</b><br/>The Firm reserves the right to terminate this agreement on 3 months notice</p>   |
| <p>1.1 "Commencement date": 1<sup>st</sup> April 2011</p>  | <p><b>7 Ownership of copyright</b><br/>7.1 The ownership of and sole right to the copyright of any work undertaken by the Firm for the Subscriber under this agreement shall be vested in and at all times remain the ownership of the Firm</p>  | <p>Provided that this clause shall have effect only at the discretion of the Firm except when such event renders such performance impossible for a continuous period of not less than 6 calendar months</p>  |
| <p>1.2 "Conditions": the provisions set out below which shall be incorporated into this agreement in their entirety</p>  | <p><b>8 Status of the Firm</b><br/>8.1 During the term the Firm will be part of James Button &amp; Co. Solicitors or any amalgamated or merged firm which incorporates all or any of James Button &amp; Co. but the right is reserved by the Firm under the control of James Timothy Hamilton Button to transfer the ownership of the Firm to any other legal owner, such decision to be made at the sole discretion of James Timothy Hamilton Button</p>  | <p>9.5 <b>Severance</b><br/>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>1.3 "Term": from the Commencement Date until either 31<sup>st</sup> March 2012 or 31<sup>st</sup> March 2014 as indicated overleaf</p>  | <p>8.2 The Firm shall not be subject to directions from the Subscriber as to the manner in which any work will be performed</p>  | <p><b>9.6 Discretion</b><br/>Any discretion exercise of discretion judgment 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>1.4 "Website": the website maintained by the Firm</p>   | <p><b>9 Miscellaneous</b><br/><b>9.1 Warranty</b><br/>Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so</p>  | <p><b>9.7 Change of Address</b><br/>Each of the parties shall give notice to the other of the change or acquisition of any address or telephone e-mail or similar number at the earliest possible opportunity but in any event within 14 days of such change or acquisition</p>                                  |
| <p><b>2 Appointment</b><br/>2.1 The Subscriber engages the Firm to provide the services of the James Button &amp; Co Subscription Service</p>  | <p><b>9.2 Interest</b><br/>The Firm 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><b>9.8 Headings</b><br/>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><b>3 The Firms' Obligations</b><br/>3.1 During the term the Firm shall unless prevented by the ill-health of the principal James Timothy Hamilton Button provide access for officers of the Subscriber by telephone, fax and e-mail during weekday office hours (subject to normal and reasonable holidays) to the Firm for assistance and guidance on legal matters relating to public health law, environmental health law and local authority licensing law. The Firm 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 Firm under paragraph 3.4 below</p> | <p><b>9.3 Receipt</b><br/>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><b>9.9 Joint and several</b><br/>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>3.2 Access to the Subscribers Section of the Firm's Website (in the process of development) via a password to be supplied to the Subscriber by the Firm</p>   | <p><b>9.4 Force majeure</b><br/>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</p>   | <p><b>9.10 Proper law and jurisdiction</b><br/>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>   |
| <p>3.3 Access for officers of the Subscriber to training courses provided by the Firm at a reduced cost</p>  | <p>3.4 Legal advice on the areas mentioned in paragraph 3.1 above is also available from the Firm at an additional cost, which will be reduced from the costs charged to non-subscribers</p>   | <p></p>  |
| <p><b>4 The Subscriber's obligations</b><br/>4.1 In consideration of the services to be rendered by the Firm under this agreement the Subscriber shall pay to the Firm the sums indicated overleaf</p>   | <p></p>  | <p></p>  |
| <p><b>5 VAT</b><br/>5.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and all other duties or taxes</p>   | <p></p>  | <p></p>  |