



# AdviserNet Licensing agreement

## TERMS AND CONDITIONS

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**NOTICE:** the following terms and conditions apply to your use of the AdviserNet online service if you are a designated Authorised User in an organisation that has accepted these terms in writing (evidenced by a signed copy of the Agreement) and paid the subscription fee.

### 1 Definitions

**“Application Form”** means the subscription application form completed by the Subscriber and submitted to Citizens Advice.

**“Authorised User”** means any individual who is an employee, or a volunteer member of staff, or other staff member of the Licensee.

**“Authorised Users Form”** means the form completed by the Subscriber and submitted to Citizens Advice and which lists the email addresses for each of their Authorised Users.

**“Citizens Advice”** means The National Association of Citizens Advice Bureaux a registered charity no. 279057 and company limited by guarantee registered in England under no: 1436945 or any successor in the supply of the Service.

**“Commencement Date”** is the date this Licensing Agreement commences as set out in Schedule A.

**“Contract Manager”** means the member of staff nominated by the Subscriber to be responsible for ensuring compliance with the Terms of this Licensing Agreement and for acting as the primary point of contact for Citizens Advice, as set out in Schedule A.

**“Contract Schedule”** means Schedule A, the contract details including the fee rate applicable to you which forms part of the Terms of this Licence.

**“Intellectual Property Rights”** means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and any rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future.

**“Licence”** means the Licence to use and access the Service and Materials granted under these Terms.

**“Licensing Agreement”** means these general terms and conditions and the Schedules which form part of the Terms.

**“Licensee”** means the individual or organisation purchasing an online subscription (hereinafter referred to as the Subscriber).

**“Materials”** means the database and content made available electronically through the Service or contained in any publication provided as part of the Service.

**“Renewal Date”** means the date 12 months from the Commencement Date, and thereafter each consecutive 12 months.

**“Service”** means the Service currently known as AdviserNet and made available by Citizens Advice to Subscribers online via a Website as extended or amended by any written agreement between Citizens Advice and the Subscriber.

**“Service Manager”** means the member of staff nominated by the Subscriber to be the general point of contact for Citizens Advice, as set out in Schedule A.

**“Subscriber”** means any person, entity, organisation, association, university, agency or partnership who has agreed to subscribe to the Service and has entered into a licencing agreement with Citizens Advice.

**“Subscription Fee”** means the licence fee payable by the Subscriber, for the Subscriber’s requested number of licences for Authorised Users.

**“Terms”** means these terms and conditions as amended or extended from time to time by Citizens Advice.

**“Web-enabled Device”** means any device used by the Subscriber to use and access the Service and Materials, and includes (but without limitation) desktop computers, laptops, mobile telephones and tablets.

**“Website”** means any website from which the Service is made available.

**“Usage Schedule”** means Schedule B which details your intended use of the Service and forms part of the Terms of this Licence.

## **2 Citizens Advice purpose, values and quality control**

- 2.1 The following terms and conditions govern the use and access by Subscribers to the Citizens Advice online Service. The Licensing Agreement shall comprise these general terms and conditions, the Contract Schedule, and the Usage Schedule;
- 2.2 Citizens Advice provides the Service through its Network of local Citizens Advice and their professionally trained advisers to improve the quality of advice in pursuance of its charitable purposes. As a further activity pursuing its charitable purposes, Citizens Advice makes the Service as used by its Network available for use by other individuals and organisations, subject to compliance with the public benefit purposes and values of Citizens Advice;

- 2.3 As a fundamental condition of this Agreement, the Subscriber and all its designated Authorised Users, undertake to use the Materials strictly in a manner which:
- is consistent with the charitable objects of Citizens Advice which are, for the public benefit, to: advance education; protect and preserve health; and relieve poverty, sickness and distress;
  - promotes, the public benefit values of Citizens Advice, especially including: equality and diversity; the prevention of prejudice and discrimination; and equal access to and good relations between all sections of the community;
  - does not damage the integrity of the Citizens Advice Network;
  - ensures: independent; confidential; impartial; and free advice to Subscriber clients which for the avoidance of doubt includes ensuring that members of the general public are not charged any fees for being provided with advice services;
  - complies with any policies and ways of working of Citizens Advice that are available on the Citizens Advice public website and are reasonably connected, or supplementary to, the use of Materials in accordance with the requirements of this Agreement, and notified to all Subscribers for the time being, by Citizens Advice. This includes but is not limited to the Citizens Advice Equality Strategy, Modern Slavery Statement, and Privacy Policy.
- 2.4 As a fundamental condition of this Agreement, the Authorised User, undertakes to acknowledge in or with all advice provided to its clients, that is based on utilising the Materials, the following attribution statement;  
*"The information we have provided is based on materials originally published by Citizens Advice and made available to us. .*
- 2.5 Except as specifically provided in Clauses 2.1, 2.2, 2.3, 2.4 and the Usage Schedule you and your Authorised Users may not exploit the goodwill of Citizens Advice, which for the avoidance of doubt includes claims that Citizens Advice endorses your services or is in partnership with you to deliver your services, without the express prior written consent of Citizens Advice.

### **3 Grant of rights**

- 3.1 Citizens Advice grants the Subscriber a non-exclusive, non-transferable limited Licence for its Authorised Users only, to access and use the Service and Materials for the purpose(s) set out in the Usage Schedule;
- 3.2 The Licence will only come into effect on receipt from the Subscriber by Citizens Advice of the following -
- a) a signed copy of the Licensing Agreement;
  - b) the completed Application form;
  - c) the completed Authorised Users Form; and
  - d) the Subscription Fee, in accordance with the terms set out in the Contract Schedule.
- 3.2.1 For the avoidance of doubt, Citizens Advice and the Subscriber agree that we or you may sign this Licence by electronic signature and that this method of signature is as conclusive of each of our intentions to be bound by this Licence as if signed by each party's manuscript signature.

3.3 The Subscriber's use of the Service is limited to the number of Authorised Users as set out in Schedule A, and whose email addresses have been provided on the Authorised Users Form, and the Subscriber will not exceed such maximum;

3.4 The Subscriber is only licensed to view the sections of the Service and the Materials that are specified in the Permitted Use Schedule;

#### **4 Monitoring and Audit**

4.1 The Subscriber shall closely monitor the use of the Service and the Materials throughout the term of this Licence to ensure the aims and objectives of Citizens Advice as set out in this Licence are being met and adhered to;

4.2 Citizens Advice shall be entitled to access at all reasonable times, the premises and equipment of the Subscriber and have access to any records kept in connection with this licence in order to check that the number of permitted users is not being and has not been exceeded and that the terms of this Licence are being complied with;

4.3 The Subscriber shall on reasonable request provide Citizens Advice with a report, further information or explanation on its use of the Service and Materials in such a format as Citizens Advice may reasonably require in order to establish the proper use of the Services and Materials under this Licence.

#### **5 Intellectual Property Rights**

5.1 All Intellectual Property Rights in the Service and Materials in any medium belongs to Citizens Advice and its licensors or to its third party suppliers of Materials. Neither the Subscriber or its Authorised Users acquire any proprietary interest or rights in the Service, Materials, or copies thereof, except the limited rights granted in this Licence.

#### **6 Use of the Service**

6.1 The Subscriber is permitted to display Materials and to print and download extracts from the Materials only for the purposes specified in the Usage Schedule. The Subscriber will not otherwise copy, display, make available or store or provide to any third party any of the Materials, whether on a website, the internet or an intranet or in any other matter whatever or create any derivative work from the Materials. For the avoidance of doubt, downloading and storing any part of the Service or the Materials in an archival database by the Subscriber is prohibited.

#### **7 Restrictions**

7.1 Under no circumstances may you or your Authorised Users -

- a) offer any part of the Service or the Materials for commercial resale or commercial redistribution in any medium; or
- b) engage in activities to promote or market AdviserNet;

7.2 Excepting as specified in the Usage Schedule or elsewhere in this Agreement, the Subscriber will not use the names, trademarks or logos of Citizens Advice or AdviserNet for any purpose without the written permission of Citizens Advice. For the avoidance of doubt this includes (but is not limited to) -

- a) citing Citizens Advice or AdviserNet in bids and tenders for funding or grants;
- b) referencing Citizens Advice or AdviserNet in presentations, documents, or videos to any person or organisation or corporation;

- 7.3 The Subscriber will not alter, modify, delete or deface any Materials or Citizens Advice's copyright and trademark notices attaching to the Materials or Services;
- 7.4 Use of the Service and the Materials via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited;
- 7.5 The Subscriber will not and will not attempt to decompile, disassemble, reverse engineer or use (other than as part of the Service as permitted under these Terms) any software or computer program involved in the provision of the Service;
- 7.6 The Subscriber may not assign any of its rights under the Terms or otherwise in relation to the Service or Materials or grant any sub-licence in respect of them to any person or organisation or corporation.

## **8 Obligations of the Subscriber**

- 8.1 The Subscriber will nominate a Contract Manager and a Service Manager as set out in the Contract Schedule, and the Subscriber will notify Citizens Advice within two working days of any changes to these details;
- 8.2 The Subscriber will ensure that complete and accurate information has been provided via the Application Form and Authorised Users Form and will notify Citizens Advice within two working days of any changes to the details provided via the Application Form and Authorised Users Form, including and especially the details supplied with regards to Authorised Users, a Contract Manager and a Service Manager;
- 8.3 The Subscriber will -
  - 8.3.1 maintain an up-to-date list of the e-mail addresses of the Authorised Users;
  - 8.3.2 undertake all necessary authentication and verification processes to ensure that only its nominated Authorised Users can access the Service on its behalf;
  - 8.3.3 not knowingly permit anyone other than Authorised Users to access and use the Service and the Materials;
  - 8.3.4 obtain written permission from Citizens Advice to use the names, logos and trademarks of Citizens Advice.
- 8.4 The Authorised Users of the Subscriber are not to share their access login and/or password details with any other person which for the avoidance of doubt includes any other Authorised User or any client of the Subscriber's service;
- 8.5 If the Subscriber suspects that access login details have been lost, stolen, misused or in any way compromised, the Subscriber will -
  - a) notify Citizens Advice within two working days in writing;
  - b) co-operate with Citizens Advice in identifying and attempting to stop those who are not authorised to access the Service and the Materials.

If the non Authorised Users cannot be identified, Citizens Advice has the right to withhold, suspend, or terminate access for the Subscriber to all or any portion of the Service or the Materials, without liability.

## **9 Continuance of Service**

- 9.1 Citizens Advice expects (but shall not be under any obligation) to revise and update the Materials;
- 9.2 Citizens Advice undertakes that it has the right to make the Service and Materials available on these Terms.

## **10 Subscription Fee**

- 10.1 The Subscription Fee is for 12 months access to the Service;
- 10.2 The payment for the first 12 months of a subscription must be paid in advance before access to the Service and the Materials will be granted by Citizens Advice;
- 10.3 The Subscriber may renew the Licensing Agreement for further periods of 12 months (or such other period as Citizens Advice may agree) on the terms for use of or access to the Service then in force and subject to payment of the then current annual subscription provided that Citizens Advice may, in its absolute discretion, refuse to renew any Licence;
- 10.4 The Subscription Fee shall be payable annually in advance within 30 days of the issue date shown on the relevant invoice delivered to the Subscriber;
- 10.5 The subscription will automatically continue after the first 12 months until cancelled in writing by the Subscriber, within 30 days from date of annual invoice renewal;
- 10.6 If Citizens Advice invoices for and is paid the then current rate for subscription, the Licence will be deemed to have been renewed for the additional relevant period.

## **11 Subscriber Support**

- 11.1 Citizens Advice will use reasonable endeavours to provide technical support for the Service by telephone between 10.00 am and 4.00 pm Monday to Friday, (excluding Bank Holidays) to assist users with problems relating to the use of the Service on their web-enabled devices, to the extent the Service is used under conditions and on operating systems for which it is designed. That notwithstanding Citizens Advice will not be responsible for any costs, losses or damages whatsoever as a result of defects in or failure to provide or interruption of such support services;
- 11.2 The contact points for these enquiries are shown in the User Guide and help pages available to Subscribers on the Website, but telephone or other support from these contact points may not be available for the same hours as intended for the technical support helpline and may not be available at all;
- 11.3 The Service may not be compatible with all types of computers, web-enabled devices, networks or operating systems. The Service is designed to conform to [World Wide Web Consortium accessibility standards](#) and Citizens Advice will endeavor to ensure that the service is compatible with computers which use the last two versions of the most popular web browsers, running on Microsoft Windows or other standard operating systems, but cannot guarantee this.

## **12 Limited Warranty**

- 12.1 Citizens Advice represents and warrants that it has the right and authority to make the Service and Materials available to you and your Authorised Users as authorised expressly by this Licence Agreement;

## **13 Limitation of Liability**

- 13.1 Except for liability for death and personal injury arising from negligence or liability arising from fraud:-

Citizens Advice's aggregate liability (including liability for negligence) for any breaches whatsoever of the Terms or of any contract or tort or in respect of any misrepresentation (or so far as permitted by law) in respect of any statutory duty for all claims of the Subscriber in relation to the Service and Materials arising in any period for which a subscription for the Service has been paid shall be limited to the amount so paid for that period.

- 13.2 Citizens Advice shall have no liability for any indirect or consequential loss or damage (including loss of goodwill contracts or savings whether characterised as direct or indirect losses) arising from any misrepresentation or breach of contract or duty whatsoever (including negligence) relating to the Service or Materials.
- 13.3 Citizens Advice will use reasonable efforts to ensure that viruses or other harmful devices are not transmitted to Subscribers' systems via the Service, but provided Citizens Advice shall have used a reasonable virus checker which is widely commercially available updated at reasonable intervals it will not be liable for any loss or damage whatsoever arising from the introduction of any virus or other harmful device;
- 13.4 Citizens Advice shall have no liability for any loss, injury, claim, liability or damage of any kind resulting in any way from -
- a) any errors in or omissions from the Service or any Materials available;
  - b) the unavailability or interruption of the Service or any features thereof or any Materials;
  - c) an Authorised User's use of the Service or Materials,
  - d) the loss or corruption of any data or equipment in connection with the Service;
  - e) the content, accuracy, or completeness of Materials;
  - f) any content retrieved from the Internet even if retrieved or linked to from within the Service.
- 13.5 Citizens Advice shall have no liability to the Subscriber for any loss, destruction or corruption of data due to its use of the Service arising from any cause whatsoever.

## **14 Termination**

- 14.1 Citizens Advice may suspend or terminate the Licence if the Subscriber -
- 14.1.1 fails to comply with any of its obligations in relation to the Service or the Materials whether under the Terms or otherwise; or
  - 14.1.2 fails to make a payment due under this agreement on the due date for payment; or

- 14.1.3 has behaved in a manner, which in the opinion of the Chief Executive of Citizens Advice, could bring Citizens Advice or the local Citizens Advice service into disrepute; or
  - 14.1.4 if a Subscriber is or becomes insolvent, commences to be wound up or has a receiver or administrative receiver appointed in respect of all or any of its assets or is subject to an Administration Order.
- 14.2 Excepting under clauses 14.3 and 14.4 no refund of subscription attributable to any period after termination will be made.
- 14.3 First time Subscriber refunds - you are entitled to a full refund of your first annual subscription payment provided that;
- a) Citizens Advice receives written notice of your cancellation request within 30 days of receipt of full payment; and
  - b) Citizens Advice is in receipt of cleared funds for the subscription.
- 14.4 Renewal Subscriber refunds - you are entitled to a full refund of the renewal sum paid provided that;
- a) Full annual payment is received by the Renewal Date; and
  - b) Citizens Advice receives written notice of your cancellation request within 30 days of the Renewal Date; and
  - c) Citizens Advice is in receipt of cleared funds for the renewal subscription.
- 14.5 On Termination all rights granted to the Subscriber under this Licence shall cease with immediate effect.
- 14.6 Citizens Advice shall be under no obligation to provide the Service or the Materials to any person, organisation, corporation, association or other entity nor shall it be obliged to give reasons for any decision to refuse to provide the Service or the Materials.

## **15 Severance**

- 15.1 If any provision of this Agreement shall be illegal, void or unenforceable for any reason, this shall not affect the remaining provisions of this Agreement which shall remain in force;

## **16 Notices**

- 16.1 Any notices to be served under the Terms or otherwise in relation to the Service or Materials by Citizens Advice on the Subscriber shall be in writing or displayed electronically on the Service. Such notices shall be deemed to have been properly given two business days after the date of posting, if posted; on delivery if physically delivered to the Subscriber at its registered office or at its business premises and on the date first made available if displayed electronically on the Service;
- 16.2 Any notices to be served upon Citizens Advice by the Subscriber should be addressed to the Financial Subscriber Services Manager and physically delivered to the address for Citizens Advice as stated in the Contract Schedule or such other address as Citizens Advice shall have notified to the Subscriber in accordance with this paragraph;

**17 Variation**

17.1 These Terms may be varied by Citizens Advice from time to time provided that reasonable notice shall be given to the Subscriber;

**18 Third Party Rights**

18.1 Any third party owning intellectual property rights in any of the Materials will have the right to enforce these Terms in respect of those rights directly on its own behalf but subject thereto no third party shall acquire any rights under this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded;

**19 Governing Law and Jurisdiction**

19.1 This agreement shall be governed by and shall be construed in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation.

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**Signed for and on behalf of [name of organisation]**

..... (Sign)

..... (Print name)

..... (Print description of position held)

..... (Date)

## SCHEDULE A: CONTRACT DETAILS

Citizens Advice:	The National Association of Citizens Advice Bureaux (Company No. 1436945) (Charity No. 279057)
Citizens Advice's address:	3rd Floor North, 200 Aldersgate, London EC1A 4HD
Subscriber:	[NAME] (Company No. [NUMBER] - if applicable) (Charity No. [NUMBER] - if applicable)
Subscriber's address:	[ADDRESS]
Subscriber's Contract Manager:  NOTE: Not applicable in the case of an individual user licence	As provided on the Subscriber Application form of [DATE] and any change to be notified to Citizens Advice within 2 working days.
Subscriber's Service Manager:  NOTE: Not applicable in the case of an individual user licence	As provided on the Subscriber Application form of [DATE] and any change to be notified to Citizens Advice within 2 working days.
Commencement Date:	[DATE]
Renewal Date:	Means 12 months after the Commencement Date (eg for a Commencement Date of 1 January 2019, the Renewal Date will be 1 January 2020)
Number of Authorised Users:	XX
Subscription Fee and payment method:	[XXXXXX] based on a Licence for XX Authorised Users, and excluding VAT]  [Method as chosen by Subscriber on application form]
Contract Documents:	1) This Contract is made up of the following documents: a) Terms and Conditions of Licensing Agreement b) Contract Details (Schedule A); c) Permitted Use Details (Schedule B); d) Citizens Advice Policies (Schedule C).

## SCHEDULE B: PERMITTED USE DETAILS

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### 1. Service and Materials

The Subscriber has access to the following on Advisernet -

- a) [eg England or Wales or Scotland ONLY; England and Wales only]

### 2. Subscribers' service delivery

2.1 The Subscriber will be using the Materials to undertake the following [as per Subscribers' application form] -

- a) general advice services;
- b) pro bono services;
- c) research.

2.2 The service(s) that the Subscriber will be providing using the Materials will be as follows -

[insert description provided by Subscriber on their application form]

2.3 The Subscriber will be providing their services via the following channels and/or methods of communication - [eg telephone, F2F, web chat, videolinking, outreach].

2.4 The Subscriber will provide their services in [town, city, county, country or countries - eg Manchester, Norfolk, England, Wales, England & Wales] geographical area.

### 3. Authorised Users

Under Clause 8.3.1 of this Licence the Subscriber is required to keep up to date records of the email addresses of Authorised Users . The Subscriber shall provide Citizens Advice with these records in the Authorised Users Form. The Subscriber shall notify Citizens Advice of any changes to the Authorised Users within 2 working days.

### 4. Display and copying of Materials

4.1 The Subscriber is permitted to -

- a) print and/or download extracts from the Materials for the purpose of in-house training of the Subscriber's Authorised Users;
- b) reference the Service and the Materials in presentations and documents used to train the Subscriber's Authorised Users;
- c) print and/or download extracts from the Materials to give to clients of the Subscriber's services, and at the same time adhering to Clause 2.4 of the terms and conditions of this Agreement;

4.2 The Subscriber will ensure that, in giving printed copies of Materials to clients, that the copyright ownership is clearly visible.

## SCHEDULE C: CITIZENS ADVICE POLICIES

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1. The policies and ways of working of Citizens Advice that are supplementary to the use of Materials in accordance with the requirements of this Agreement, are available on the Citizens Advice public website via the following links -
  - a) [Equality strategy 2015-20](#)
  - b) [Modern slavery statement](#)
  - c) [Privacy policy](#)