



Serengeti Information Services

Definitions

The "Company" means Serengeti Information Services. "Work" means any patent or literature search, current awareness, or other services provided by the Company. "Client" means any person, firm or company to whom the Company shall supply or contract to supply Work.

Application

These terms and conditions shall form the basis of all Work performed by the Company. No variation of these shall be binding on the Company unless specifically agreed in writing. These conditions shall be interpreted in accordance with English law and the Company and Client irrevocably submit to the non-exclusive jurisdiction of the English Courts.

The Service

The Company endeavours to make every reasonable effort to find the most pertinent results in the most effective and economical manner in relation to Work undertaken. Work will only be accepted if confirmed in writing (mail/fax/e-mail) and acknowledged by the Company. Acceptance of the following terms shall then constitute a contract between the Company and the Client. Date and mechanism of delivery of the initial search results will be agreed with the Client when the Work has been accepted.

Accuracy of the Information Provided

The Company services are undertaken with the greatest care but are subject to the limitations which affect any documentary work. In the context of services generated using databases or other information resources, the Company's obligation is limited to one to take reasonable care. The Company cannot be held responsible for the scope, content or errors contained in the information resources used. The scope of the search will be limited to the information sources available to the Company at the time the Work was undertaken and which the Company considers to be most relevant.

Privacy/Confidentiality

All Work instruction and search results will be kept confidential and will not be disclosed to any third party unless agreed in advance with the Client.

Copyright

Searches will be carried and results supplied only in compliance with UK copyright law. Records which have been downloaded from electronic databases and supplied to the Client must not be stored or redistributed, nor multiple copies of search results made, unless it is permitted under law or the Client has the permission of the rightsholder or their agent.

Liability

The Client shall indemnify the Company against all claims, proceedings, costs and expenses for which the Company may become liable in respect of Work completed under contract.



Serengeti Information Services

Force Majeure

In the event of Force Majeure (such as strike, fire, industrial dispute, civil commotion, natural disaster, acts of war and any other situation which can be shown to have materially affected the Company's ability to undertake and complete the Work agreed), the Company shall notify the Client immediately, indicating the circumstances. Force Majeure shall entitle both the Company and the Client to withdraw from the contract of Work but in the event the Client undertakes to pay the Company of all Work already completed. The Company will assist the Client to the best of its ability to place the Work elsewhere. The Company cannot accept any liability for the consequences of any delay in completion or delivery of work as a result of Force Majeure.

Payment

Unless otherwise stated, any invoice must be paid within thirty (30) calendar days of invoice date. Invoices shall be made out in accordance with the then current prices of any information source or online databases used in the course of the Work and include an agreed charge for the Company's time plus any associated expenses incurred as part of the Work undertaken. The Company reserves the right to request stage payment for large contracts.

If the Client has not paid in full within 30 days of the invoice date the Company:

- (a) may claim the prevailing rate of interest under the appropriate statute for late payment for the whole period in which the debt remains unpaid;
- (b) will be entitled to take action to recover the money and associated costs incurred including loss of profit suffered
- (c) will be entitled to suspend further supply of services until all arrears are paid: and
- (d) may insist on an advance payment account before continuing to supply a service to the Client.

Cancellation

If the Client for any reason cancels or postpones a piece of Work, charges will be payable for all work and associated costs up to the point of cancellation or postponement. Any large Work requests or long-term contracts will be subject to additional terms and con