

5 ORGANISATION DETAILS REQUIRED TO OPEN AN ACCOUNT

STATUS (Ltd/Plc etc) **COMPANY NUMBER** (only applicable to UK)

VAT NUMBER*

*Value Added Tax: European Community customers only. EC customers without a VAT registration number will be charged VAT.

NAME OF ALL PROPRIETORS (for Sole Traders & Partnerships)

(i)

(ii)

REGISTERED ADDRESS (if different from previously stated)

ORGANISATION

DEPARTMENT

ADDRESS

COUNTY **POST/ZIP CODE**

COUNTRY

BANK DETAILS (for credit reference purposes only)

NAME OF BANK

ADDRESS OF BANK

ACCOUNT NUMBER

SORT CODE

6 WE CONFIRM THAT THE INFORMATION GIVEN IS ACCURATE. WE HEREBY AGREE TO THE TERMS AND CONDITIONS OF THE BRITISH LIBRARY SUPPLIED WITH THIS FORM.

THE BRITISH LIBRARY OR ITS APPOINTED AGENTS WILL NOT DISCLOSE YOUR DETAILS TO ANY THIRD PARTY, WITHIN THE TERMS OF THE DATA PROTECTION ACT 1998.

SIGNATURE

DATE

7 WE MAY OCCASIONALLY WANT TO EMAIL YOU ABOUT BRITISH LIBRARY PRODUCTS AND SERVICES OTHER THAN DOCUMENT SUPPLY.

PLEASE TICK THIS BOX IF YOU WOULD LIKE TO RECEIVE SUCH INFORMATION

Please return the Registration Form by fax to +55 (11) 5581-0239 or to the following address

The British Library
 Rua Joaquim de Almeida, 303
 São Paulo – SP
 Mirandópolis
 Cep: 04050-011
 T +55 (11)5581-0239 ou 5581-1319
 br@britishlibrary.com.br
 www.britishlibrary.com.br

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1 General

1.1 If You use any of the Services You are deemed to have agreed to:

1.1.1 abide by all of the following Terms and Conditions together with any amendments thereto (both of which are non-negotiable) under which the Services are offered; and

1.1.2 pay any sums due for use of the Services.

1.2 We may suspend or terminate Your access to the Services without prior notice if You are in breach of any of these Terms and Conditions or any revised Terms and Conditions that We may from time to time impose. Any such suspension or termination of the Service shall be without prejudice to:

1.2.1 any claim which We may have against You or any third party for any loss or damage (including without limitation consequential loss or damage) sustained by Us as a result of any such breach by You; and

1.2.2 any sums already paid or then due or payable; and

1.2.3 any other rights accrued hereunder.

1.3 These Terms and Conditions expressly include Our [Privacy Policy](#) and [General Conditions of Sale](#), available at www.bl.uk/terms and www.bl.uk/privacy.html respectively, and any guidelines, rules or disclaimers that may be posted and updated on specific web pages or on notices that are sent to You. You also agree that, if You are using the Services on behalf of another individual, you will make that individual aware of these Terms and Conditions and that such individual(s) shall agree to be bound by the Terms and Conditions contained herein. If payment is by means of a credit or debit card the provisions as stated in our Privacy Policy will apply. In the event of any conflict between the Privacy Policy, the General Conditions of Sale or these Terms and Conditions then the last shall prevail.

1.4 We reserve the right to:

1.4.1 refuse any request for the Services; and

1.4.2 not despatch items to an address other than Your registered address.

1.5 Any translation of these Terms and Conditions into a language other than English is solely for the purpose of explaining the terms and conditions of use. You agree that:

1.5.1 the English language version is the version that governs any transaction under these Terms and Conditions; and

1.5.2 a version in any other language cannot be used to explain or construe any terms, should there be any dispute between You and Us.

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2.3.3 You have not made any admission, offer, promise, payment or indemnity on Our behalf without Our prior written consent; and

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- Sections 41-42; and
- Sections 45-50

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- 3.2.1 registered as an individual;
- 3.2.2 located in the USA; or
- 3.2.3 a commercial organization except if located in the UK and requests are made under sections 45-50 of the Act

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- 3.4.2 Sections 41 and 42 of the Act (supply of copies of a work to a prescribed library or replacement of a lost or damaged work within a prescribed library) Your organisation must conform to the requirements of a prescribed library or archive as laid down in the Regulations and You agree to accept liability for any claims of infringement of copyright, intellectual property or any other proprietary right arising from Your request; and
- 3.4.3 Sections 45-50 of the Act (copies made for the purposes of public administration including, but not limited to, judicial or statutory proceedings or for the purposes of a Royal Commission) You agree to accept liability for any claims of infringement of copyright, intellectual property or any other proprietary right arising from Your request and to destroy any Copies after such time as their use for the purposes described in this section is no longer required.

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5.1 We reserve the right to refuse loan applications.

5.2 The Loan Service is offered solely to organizations and not individuals.

5.3 You accept that compensation may be charged by Us, which may include an administration charge as well as the full cost of repairing or replacing the item, for

- 5.3.1 items damaged whilst on loan to You; such damage includes the defacing of pages, removal of pages or inserts, the tearing or cutting of pages or any other form of defacement or damage to Our original items in any way; and
- 5.3.2 items lost from the time of receipt by You until safe return into Our custody.

5.4 When items are used by Your users it should be in accordance with Your normal regulations for the use of original items unless We stipulate any special regulations, with which both You and Your user must comply.

5.5 If you are situated outside the United Kingdom, You must:

5.5.1 not make any requests to Us that would contravene customs regulations when We supply the item to You;
5.5.2 use the fastest method available (airmail should be used whenever possible) and should ensure adequate packaging, clear labelling (in accordance with any customs regulations) and adequate insurance when returning the item to Us

6 Applicable Law

6.1 These Terms and Conditions shall be governed by and construed in accordance with English law. You hereby submit to and agree that the sole jurisdiction and venue for any actions that may arise under or in relation to the subject matter hereof shall be the English courts.

February 2006