

# Copyright Licence Scheme

## Introduction

The RICS HomeBuyer Report (HBR) Copyright Licensing Scheme permits members of RICS to reproduce specified HBR documents. The scheme comprises five documents.

- RICS HomeBuyer Report form, or RICS HomeBuyer Report form (Scotland)
- Description of the RICS HomeBuyer Service with Standard terms of engagement, or Description of the RICS HomeBuyer Service with Standard terms of engagement (Scotland)
- RICS Leasehold properties advice
- RICS Home Surveys Information sheet
- RICS Maintenance tips

The Copyright Licensing Scheme is administered by RICS.

### Points to note

- 1) The full terms and conditions of the Copyright Licensing Scheme appear overleaf followed by a licence application form and a scale of charges.
- 2) The licence year runs for twelve months from the Licensee's start date.
- 3) Any licence fee is payable in advance.
- 4) You will receive a renewal notice in advance of your licence expiry, together with details of any revisions to the fee.
- 5) Copyright of all HBR material must be acknowledged as belonging to RICS, and the following statement therefore will appear on each of your reports:

'The RICS HomeBuyer Report is reproduced with the permission of the Royal Institution of Chartered Surveyors which owns the copyright.'

- 6) RICS recommends that your report should be presented to the client in the official RICS Home Surveys presentation folder\*. For details of how to order see the application form enclosed.
- 7) It is essential that the current edition of the wording is used consistently, and without alteration, throughout when reproducing the HBR copyright material and each document, when used, must be reproduced in its entirety.
- 8) To ensure compliance with the terms and conditions of the scheme you will, on request, be required to provide us with copies of recent reports.

\*These items are also available from RICS. Please visit [www.ricsbooks.com](http://www.ricsbooks.com)

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# Copyright Licence Agreement

The following material is the text of the Copyright Licence Agreement but not the licence itself.

**THIS LICENCE is granted to the named person, firm or company ('the Licensee') by RICS, Surveyor Court, Westwood Way, Coventry, CV4 8JE ('the Licensor') on the following terms and conditions.**

## Interpretation

- 1.1 In this Licence, unless the context otherwise requires, the following expressions shall have the following meanings:
- 'RICS' means The Royal Institution of Chartered Surveyors; 'the Intellectual Property Rights' ('the IP') means all intellectual property rights, including without limitation: patents, registered designs, trade marks and service marks (whether registered or not), copyright, database rights, design rights and all similar property rights and applications for protection of any of the above rights; 'the Material' means the Report Headings and Descriptions of the edition for the time being in force of the RICS HomeBuyer Report; RICS HomeBuyer Report (Scotland); RICS Description of the RICS HomeBuyer Service with Standard terms of engagement; RICS Description of the RICS HomeBuyer Service with Standard terms of engagement (Scotland); RICS Leasehold properties advice; RICS Home Surveys Information sheet; and RICS Maintenance tips; 'the Territory' means England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man; 'the Fee(s)' means the Fees payable in accordance with the scale of charges for the time being in force issued by the Licensor.
- 1.2 The headings in this Licence are only inserted for convenience and do not affect its construction.
- 1.3 Where appropriate words denoting a singular number only shall include the plural and vice versa.
- 1.4 Reference to any statute or statutory provision includes any amendments, consolidations or reenactments as made from time to time whether made before or after the date of this Licence.

## Authorisation

- 2.1 The Licensee is hereby authorised to reproduce the Material on the terms and conditions of this Licence.
- 2.2 The Licensee shall ensure that the current edition of the Material is used consistently and without alteration and that all Material is reproduced in its entirety and validated by RICS.
- 2.3 The Licensee shall accurately display all title, trademark and copyright notices of the Licensor where the Material is copied, distributed, displayed, reproduced, transmitted or otherwise.

- 2.4 The following paragraph will appear on all copies of the Material:

'The RICS HomeBuyer Report is reproduced with the permission of the Royal Institution of Chartered Surveyors which owns the copyright.'

- 2.5 The Licensee shall display a validation number and an agreed disclaimer on behalf of the Licensor, if so requested to do by the Licensor, where the Material is copied, distributed, displayed, reproduced, transmitted or otherwise.
- 2.6 The Licensor may at any time and from time to time request copies of the Licensee's reproduction of the Material to ensure compliance by the Licensee with the terms and conditions of the Licence.
- 2.7 The Licensee will notify the Licensor of any change of name and address and/or if the number of RICS members covered by the Licence should increase within one month of the change taking effect.

## Territory

3. The Licensee is only authorised to distribute the Material in the Territory.

## Duration

4. The Licence shall continue until 31 December 2011.

## Fee(s)

- 5.1 The Fee is payable in advance (plus VAT at the rate in force from time to time) of the start date specified by the Licensee on application.
- 5.2 The Fee may be increased or varied from time to time by the Licensor. At least thirty (30) days written notice of any increase will be given to the Licensee.
- No refunds or rebates of Fees will be given.

## Termination

- 6.1 This Licence shall automatically determine in any of the following circumstances:
- 6.1.1 if there shall be a breach or non-observance by the Licensee of any of the terms herein including (but without prejudice to the generality of the foregoing) failure to pay the Fee(s) by the due date;
- 6.1.2 if the Licensee ceases to be a Member of RICS for any reason;
- 6.1.3 on the death or bankruptcy of the Licensee;



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- 6.1.4 if the Licensee is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver appointed of its assets or ceases for any reason to carry on business or takes or suffers any similar action;
- 6.1.5 where the Licensee is a firm or company, where there is a material change in ownership or control.
- 6.2 The Licensor may at any time terminate this Licence on giving at least four (4) weeks written notice of such determination to the Licensee.
- 6.3 Upon the lawful and proper termination of this Licence for any reason, the Licensee shall:
- 6.3.1 immediately pay to the Licensor the full amount of all monies due to it under this Licence;
- 6.3.2 return to the Licensor all Material (in whatever form) in its possession, custody or control (whether or not supplied by the Licensor) and shall not retain any copies of the same;
- 6.3.3 immediately cease any form of promotion containing the Material.
- Revisions to Material**
7. The Licensor will give notice of any change made to the Material by the Licensor. The Licensee is required to implement such new Material within three (3) months of the date on which they take effect or in accordance with any recommendation issued by the Licensor.
- General**
- 8.1 The Licensor and the Licensee shall each be independent data controllers of any personal data contained within data in their possession. The Licensee warrants that it shall comply with all applicable Data Protection Legislation as it impacts upon the Licensee's rights and obligations under this Licence.
- 8.2 This Licence does not confer and shall not be deemed to confer upon the Licensee any right or interest whatsoever to the copyright in the Material which is vested in the Licensor.
- 8.3 The Licensor shall at all times retain ownership of the IP in the Material or otherwise. The Licensee hereby expressly acknowledges the Licensor's ownership of its IP and will do nothing inconsistent with such ownership and agrees not to use or permit to be used by any person under its control such IP without the prior written consent of the Licensor.
- 8.4 All rights and licenses not specifically and expressly granted to and conferred upon the Licensee by this Licence are for all purposes reserved to the Licensor.
- 8.5 This Licence is purely personal to the Licensee for use by the RICS member employees only of the Licensee who shall not assign or transfer the same or sublicense or authorise any other person, firm or company, to exercise the rights hereby granted.
- 8.6 The Licensee shall not at any time pledge the credit of the Licensor, nor act as agent, partner, employee or representative of the Licensor and shall not hold itself out as such nor as having the power or authority to incur any obligation of any nature express or implied on behalf of the Licensor and nothing in this Licence shall operate so as to constitute the Licensee as an agent, partner, employee or representative of either the Licensor or vice versa and nor shall this Licence be constructed as a joint venture.
- 8.7 No term of this Licence is enforceable under the *Contracts (Rights of Third Parties) Act 1999* by a person who is not a party to this Licence agreement.
- 8.8 If a term or provision of this Licence shall be held to be illegal, invalid or unenforceable it shall to that extent be deemed not to form part of this Licence, but the enforceability of the remainder of this Licence shall not be affected.
- 8.9 This Licence constitutes the entire agreement between the parties about the subject matter of this Licence and in relation to such subject matter, supersedes all earlier discussions, understandings and agreements between any of the parties and all earlier representations by any party.
- 8.10 No variation or waiver of any of the provisions of this Licence shall be binding unless in writing and signed by a duly authorised director or employee of the Licensor and the Licensee.
- 8.11 No failure or delay by either party in enforcing the provisions of this Licence shall prejudice or restrict the rights and remedies of that party nor shall any waiver of its rights or remedies operate as a waiver of any subsequent or other breach.
- Jurisdiction**
9. This Licence shall be subject to and construed in accordance with English Law.



# Copyright Licence Application Form

PLEASE USE BLOCK CAPITALS

Name	<input type="text"/>		
Organisation	<input type="text"/>		
Address	<input type="text"/>		
Town	<input type="text"/>	County	<input type="text"/>
Postcode	<input type="text"/>	Phone number	<input type="text"/>
Email	<input type="text"/>		

(Card holder details if different from the above)

Name	<input type="text"/>		
Address	<input type="text"/>		
Town	<input type="text"/>	County	<input type="text"/>
Postcode	<input type="text"/>	Phone number	<input type="text"/>

Office use only

Reference no.	<input type="text"/>
Licence no.	<input type="text"/>

I confirm that I am (or am signing on behalf of) a member of RICS.

Name to appear on licence if not your company/firm name

Signature	<input type="text"/>	Date	<input type="text"/>
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#### Keeping you informed by email

RICS is very conscious that too many emails can be intrusive and a waste of time. However, we also know that being kept informed is essential in business, but will do so in a responsible manner and only with content that reflects your previous purchasing choices or requests.

HELP US KEEP YOU INFORMED – PLEASE TICK HERE IF YOU ARE HAPPY TO RECEIVE OFFERS BY EMAIL.

#### Your privacy

RICS takes the privacy and security of the personal information you provide very seriously. Your details are held in a secure database with authorised access only. We apply data processing policies in compliance with the *Data Protection Act 1998*. RICS Sales and Marketing may use the information you provide to contact you with offers of products and services.

If you do not wish to receive offers from RICS Sales and Marketing, mark this box.

# Copyright Licence Scheme Rates

Number of RICS members producing RICS HBRs	£ excluding VAT
Sole practitioner	135
2	250
3	360
4	460
5	550
6-10	800
11-15	1,150
16-20	1,380
21+	Call us for a quote

1. The first column shows the number of RICS members you are registering to deliver the RICS HomeBuyer Report (HBR).
2. The licence year runs for twelve months from the Licensee's start date.
3. We will notify you annually with details of any revised fees, in advance of your licence expiry date.
4. VAT at the current standard rate must be added to the figures shown in the scale of charges.
5. Applicants from practices with 21 or more surveyors delivering RICS HBRs should contact customer service for payment details.
6. Should you leave the scheme and then reapply to join within two years of your withdrawal, RICS Sales and Marketing reserves the right to apply an additional minimum charge of £50 to your first payment.

### Special Note

The RICS HBR documents and accessories are for use exclusively by members of RICS. Use by anybody else would be a breach of copyright and is forbidden.

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