

TERMS OF TRADE

Introduction

This document sets out the terms of trading between the LINX partnership and users of the database.

The purpose is to enable the parties to identify time periods for taking any steps, times for payment of accounts and other matters in relationship to the contract between the parties.

Definitions

“LINX PARTNERSHIP” means the joint venture between the Auckland, Wellington and Christchurch District Law Societies and their successors and assigns.

“LINX” means the database produced by the LINX Partnership.

“USERS” means any party who has purchased or is about to purchase a licence to use the LINX database, whether by use of a copy on a recordable medium or by access by an Internet connection

“TERTIARY INSTITUTION” means any such institution as recognised by the New Zealand Qualifications Authority.

Terms of Licence

1. Each licence for LINX shall be for a 12 month period.
2. Licences shall be renewed upon payment of the annual fee.
3. The annual fee will be set by the LINX Partnership by notice given on or after the 1st of October in each year.
4. The term of each license shall start from the date of the contract and thereafter be renewed annually.

5. Annual fees will be set based on the number of users. The band of prices will be notified at the time of purchase of a copy of the data base and on any occasion when the fees are to be increased. Special fees are to be set for Tertiary Institutions.
6. If a user does not wish to renew a contract at the end of its annual term, then that party shall give one calendar month notice to LINX care of Auckland District Law Society.
7. Accounts for the annual fees will be sent to users to be paid by the user on either an annual, quarterly or monthly basis. If the fee is on an annual basis then the terms for payment are on the 20th of the month following receipt of the account. If the payments are quarterly, then payments are due at three (3) calendar monthly intervals starting three (3) calendar months from the date of the contract. If the payments are monthly, then the payments are to be made on one (1) calendar month following the date of the contract and on that day of the month thereafter. Payments are to be made to LINX care of Auckland District Law Society.
8. If a user defaults in payment by failing to pay on the due date, then LINX may:
 - 8.1 Cancel the contract by notice to the user and,
 - 8.2 Require the user to complete payment of the annual fee to the end of the current year of the contract.
9. If notice terminating the contract is given then the user is thereafter expressly prohibited from using the database and required to delete the database from any computer under its control.
10. If the user is a subscriber to online services and defaults in payment, then LINX reserves the right to cancel the user rights and thereby prevent access to the LINX database.

Warranty – Disclaimer

11. The LINX Database comprises head notes of judgments received and records of other resources held by the Libraries of the Auckland, Wellington and Canterbury District Law Societies, and does not purport to be exhaustive of all legal information. The LINX Database has been prepared in good faith and is published on the condition that its owners, their agents and their contractors (including their management committee, authors and

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12. The owners of LINX disclaim, to the extent permitted by law, all warranties (including any implied warranties of merchantable fitness for any particular purpose), representations and endorsements, express or implied, with regard to all data (including linked documents and internet sites) recorded in or accessed through the database, and whether originating with or on behalf of the owners of the database or supplied by third parties. The owners of LINX do not accept any liability for the accuracy, currency, reliability, comprehensiveness or correctness of any information in the LINX Database, or in references to information sources (including linked documents and internet sites).