

Market information reports subscription agreement

Terms and Conditions

1. The service

These terms and conditions cover the provision of multiple market information reports by Hawkins Wright Ltd. 21/22 Station Point, 121 Sandycombe Road, Richmond, Surrey, TW9 2AD United Kingdom. Tel: +44 (0)20 8747 5840, Email: post@hawkinswright.com

The service comprises reports, published and updated at various intervals, and associated Excel files and ancillary services. All electronic documents will be provided online through a password protected area of our website to which subscribers are granted access.

Our obligation to you, the subscriber, is to publish the reports as scheduled and to maintain the online service, and your access to it, updating it within a reasonable timeframe.

All subscribers benefit from the telephone/email support of a Hawkins Wright consultant on matters concerning biomass, bioenergy and pulp markets. We will endeavour to respond to your request as soon as possible. Where information is readily available it will be provided at no charge. However, if your question is complex or if the information is not readily available, we reserve the right to charge for the consultancy time required. No chargeable work will be undertaken without your prior consent.

2. Copyright

All parts of the service are protected by international copyright laws. By subscribing you agree to use the service in a way that does not infringe these laws. Except as described below, no part of the report or website may be reproduced or transmitted in any form or by any means, electronic or mechanical, in whole or in part. No text, logo, graphic, sound or image may be copied or re-transmitted unless expressly permitted in writing by Hawkins Wright Ltd. (These prohibitions are without limitation to the legal rights of Hawkins Wright Ltd.)

However, subscribers may distribute the reports, and any text, graphic or data from the website, within their own company or organisation (including wholly-owned subsidiaries). When distributing such material, subscribers will ensure that all recipients are aware of our Terms and Conditions, particularly those concerning our copyright.

When the subscriber is a trade association or a similar organisation that works on behalf of its members, the reports may only be distributed within the headquarters of the association and must not be shared with the members.

A trade association or a financial institution may include extracts from the service in its own market/industry analyses that it distributes to its members or clients, subject to a “fair dealing” test. For guidance about the meaning of “fair dealing” please see the definition used by the UK’s Intellectual Property Office here: www.gov.uk/guidance/exceptions-to-copyright#fair-dealing. If in any doubt about whether the intended use of the copyright material constitutes “fair dealing”, a subscriber agrees to discuss its intentions with Hawkins Wright in advance.

3. Security and passwords

The password-protected area of the Hawkins Wright website is confidential to subscribers. In order to log on when you visit the site, you will need to use the user name and password which is issued to you.

You are solely responsible for the security and proper use of your password(s), which should be kept confidential at all times and not disclosed to any other person, either within or outside your company or organisation. You must notify us immediately if you believe that your password is known to someone else or if it may be used in an unauthorised way.

4. Payments and refunds

All subscriptions are payable in advance and will be for a minimum of one year unless otherwise agreed. Refunds for the unexpired portion of a cancelled subscription are not normally given other than if it can be shown that we have failed to deliver the service described in Paragraph 1.

5. Your data

We will process any personal data which you provide to us in accordance with UK data protection legislation.

The security of your data is extremely important to us. Access to your company and personal data is only provided to our staff. We do not pass information about you to any third parties. We will not use your email address for any purpose other than to contact you about your subscription or other Hawkins Wright services that we believe may be of interest to you.

7. Disclaimer

We make every effort to ensure that the information we provide is accurate and complete, but some of the information is supplied to us by third parties and we are not able to verify the accuracy or completeness of that information.

We do not accept any liability arising from any inaccuracy or omission in any of the information provided by the service or any liability in respect of information supplied by you or any other person.

The information supplied by the service is provided only for legitimate commercial purposes. It is not to be used in legal or anti-trust actions against others.

We reserve the right to alter these Terms & Conditions at any time, but we will give you fair warning of any changes that may materially affect the service that we provide to you.

Hawkins Wright Limited

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