



## Annual licence – Single bar code number (GTIN) (Form 1Sa)

Valid from 1 July 2008 to 30 June 2009

Subscribing to GS1 UK Company Prefix Numbers allows you to use up to three bar code (GTIN-13) numbers issued by GS1 UK for an annual licence fee. GS1 Numbers are issued under licence and are for use on the applicant's own CD singles, downloadable tracks, albums etc. GS1 Numbers are non-transferable. This offer is only open to companies with a turnover less than £10,000 per annum.

These numbers are licenced to you annually. If you cease to supply the items within this period you must inform us and cancel your Direct Debit mandate. If you require four or more Numbers or have a turnover above £10,000 per annum please contact the GS1 UK Service Team on Freephone 0808 178 8799.

### Section 1: Company contact details

Registration number:  Iwantacd.com customer reference number:

Company name or Individual's name:

Address:

Town: County:

Postcode: Country:

Switchboard: Company fax:

Website URL:

Company type: (please tick your primary type of business)  Retailer  Record label  Musician  Distributor

#### Please supply the following information:

Where is the product retailing:

Your record label:

Musician:

Your distributor: Company turnover or expected turnover (MUST BE >£10,000):

### Section 2: Your contact details

Title: Mr, Mrs, Ms, Dr, Other (specify) Surname:

Forename: Job title (e.g. Artist or Producer):

Direct phone: Fax:

Mobile phone: Email:

### Section 3: Your requirements

How many GTIN-13 numbers do you require?

Please name the products that require numbers below: (Maximum three products)

Artist:	Title:	Format: (e.g. CD, download, LP)	Annual licence fee (excl. VAT)
1.			One = £25
2.			Two = £50
3.			Three = £75

Staple Court, 11 Staple Inn Buildings  
London WC1V 7QH  
T +44 (0)20 7092 3500  
F +44 (0)20 7681 2290  
E support@gs1uk.org  
Service Team (Freephone) 0808 178 8799



## Section 4: Payment of fees

Please complete the relevant sections. Annual licence fee becomes due for renewal on the anniversary of your licensing your GTIN-13 Number(s).

Annual subscription licence fee	<input type="text"/>	Total VAT	<input type="text"/>
Total payable incl. VAT:	<input type="text"/>		

## Section 5: Methods of payment

**Payment must be received and processed along with completion of the direct debit mandate form (the direct debit mandate is found overleaf and must be returned by post to GS1 UK) before GS1 UK will allocate your GTIN-13 number(s).**

**For cheque payments:** Please make your cheque payable to GS1 UK and sign. Please add your company name and address to the back of the cheque.

**For credit card payments,** which must be either MasterCard or Visa, please complete the details below:

Credit card number:	<input type="text"/>	
Expiry date:	<input type="text"/>	Card holder's name: _____
Amount payable:	<input type="text"/>	Signature: _____

**Bank details:** Barclays Bank plc, 137 Brompton Road, Knightsbridge, London, SW3 1QF  
A/C Name: GS1 UK Limited  
A/C number: 80126241  
Sort Code: 20-06-05  
**IBAN** GB53 BARC 2006 0580 1262 41  
**SWIFT Code** BARCGB22

For more information contact the GS1 UK Service Team on (Freefone) 0808 178 8799.

## Section 6: Data Protection Act 1998

All personal data is kept in accordance with the Data Protection Act 1998.

- If you DO wish to receive offers and invites from GS1 UK please tick here:
- If you DO wish to receive offers and invites from third parties please tick here:
- Please indicate how you prefer to receive information from GS1 UK:  By hard copy in the post  By email

## Section 7: Declaration

The Customer hereby declares that the information given above is correct and by registering (insert company name below).

as a Customer of GS1 UK, the Customer agrees to be bound by GS1 UK's Company prefix licence Terms and Conditions attached

Name (please print): \_\_\_\_\_

Duly authorised for and on behalf of: \_\_\_\_\_ (Name of applicant)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# GS1 UK Company Prefix Licence Terms and Conditions

**DEFINITIONS:** The following words shall have the following meanings in these Terms and Conditions:

“**Application Form**” means the GS1 UK application form whereby organisations and/or businesses apply to receive a Licence of a GS1 Number, which is subject to these Terms and Conditions.

“**Business Day**” means any day of the week except Saturday, Sunday or a public holiday in England and Wales.

“**Commencement Date**” means the date of acceptance by GS1UK of Your Application Form for the Licence under these Terms and Conditions, or such other date as GS1UK will notify to You in writing.

“**Fee**” means the licence fee payable in connection with the Licence, for Your relevant Licence Year, for the use of the GS1 Number on the terms of these Terms and Conditions, as notified to You by GS1UK in the Application Form for the first Licence Year and on subsequent notification in writing by GS1UK to You.

“**GS1 Number**” means a GS1 global company prefix number as notified to You by GS1UK, and other numbers that are issued and licensed to members of GS1UK from time to time under terms of the GS1UK membership, or individually to You and other organisations under these Terms and Conditions.

“**GS1 Numbering System**” means the numbering systems and standards published and promoted by GS1UK.

“**GS1UK**” means GS1 UK Limited, a not for profit organisation, incorporated in England and Wales under the company registration number 01256140 whose registered office is at Staple Court, 11 Staple Inn Buildings, London WC1V 7QH.

“**Intellectual Property Rights**” means without limitation, all rights existing and/or arising from time to time in connection with discoveries, inventions, patents, improvements, business methods, technologies, utility models, trade marks, service marks, logos, database rights, designs, information, copyright, confidential information, know-how, processes and trade secrets, semi-conductor chip rights, business names, and equivalents of any of the foregoing anywhere in the world and whether registered or unregistered in relation to any of the foregoing and including any applications for registration of the foregoing.

“**Licence**” means the licence from GS1UK to You for the use of GS1 Number, as set out in these Terms and Conditions.

“**Licence Year**” means the period of 12 months commencing on the Commencement Date and each anniversary thereof during the continuance of the Licence.

“**Product**” means the product/service manufactured, provided and/or sold by You and/or assets and/or locations to be identified and/or any other application of the GS1 Number identified in the GS1 Numbering System, as selected by You.

“**Terms and Conditions**” means these terms and conditions as varied from time to time by GS1UK in accordance with these terms.

“**Trade Marks**” means the brand names, trade marks and service marks (whether registered or not and including any applications for registration) with which GS1UK and/or the GS1 Numbering System is associated. The list may be added to or amended by GS1UK by giving written notice to You at any time.

“**writing / written**” means, for the purposes of these Terms and Conditions, by post, facsimile or email.

“**You / Your**” means the licensee of the GS1 Number licensed by GS1UK under these Terms and Conditions, as detailed in the Application Form submitted and accepted by GS1UK.

“**EAN-13 Bar Code Symbol**” A bar code symbol of the EAN/UPC Symbology that encodes GTIN-13 Numbers

“**GTIN™**” Abbreviation for the Global Trade Item Number™



# GS1 UK Company Prefix Licence Terms and Conditions

## IT IS AGREED THAT:

### 1. Grant of Licence

GS1UK grants to You a non-exclusive non-transferable Licence to use the GS1 Number issued to You by GS1UK in connection with the supply and sale of your Product on these Terms and Conditions.

### 2. Term

- 2.1 The Licence and these Terms and Conditions come into effect on the Commencement Date and continue until terminated in accordance with Clause 9 of these Terms and Conditions.
- 2.2 By completing the Application Form, You agree to be bound by these Terms and Conditions.

### 3. Fee and payment

- 3.1 The initial payment of the Fee will be made by credit/debit card, BACS or cheque. Thereafter the annual fee will be via direct debit only to GS1UK. The Fee is payable on the Commencement Date for the first year of the Licence and on the anniversary of the Commencement Date for every subsequent renewed Licence Year thereafter as notified to You by GS1UK.
- 3.2 GS1UK may, from time to time, increase the Fee for subsequent Licence Years, as notified to You in writing.
- 3.3 All amount payable under these Terms and Conditions are exclusive of value added tax, which, if applicable, will be payable by You and will be charged at the rate applicable at the date of the invoice.
- 3.4 Where Product(s) bearing a GS1 Number issued to You are already in the marketplace at the time the Licence is terminated, notwithstanding such termination, You will remain liable for a fee equivalent to the then current Fee for that Licence Year for the period that You continue to distribute those Product(s).

### 4. Your Conduct

- 4.1 You must not at any time during the term of the Licence, or after its termination, either directly or indirectly, do or omit to do anything whereby GS1UK's goodwill, reputation or other Intellectual Property Rights may be prejudicially affected or brought into disrepute.
- 4.2 You must comply with the technical standards set out in the GS1UK manuals/guidelines, and such other directions as GS1UK may give and notify to You from time to time during the term of the Licence.

### 5. Use of GS1 Number and other Intellectual Property Rights

- 5.1 Use of GS1 Number: You are only entitled to use the GS1 Number issued to You by GS1UK in connection with the manufacture, sale and identification of the Product(s) and in accordance with the GS1 Numbering System. You are prohibited from using and undertake not to use:
  - i. any numbers issued by GS1UK to any other person;
  - ii. any numbers which purport to be issued by GS1UK or which copy or are in any way similar to the GS1 Numbering System;
  - iii. any numbers which have been allocated by GS1 global organisation to GS1UK and/or are contained in the GS1 Numbering System but have not been allocated to any other person.
- 5.2 Not Alter the Numbers: You will not alter the GS1 Number licensed to You in any way. For the avoidance of doubt, You will not be deemed to alter the GS1 Numbers in the event that You add more digits to the GS1 Numbers in accordance with the GS1 Numbering System.
- 5.3 Title to Numbers: You acknowledge and accept that GS1UK, or its licensors, will at all times own the rights and title to the GS1 Number and all Intellectual Property Rights relating thereto and You will not at any time do or suffer to be done any act or thing which may in any way impair GS1UK's rights, or the rights of its licensors', in the GS1 Number or related Intellectual Property Rights. The GS1 Numbers are the exclusive property of GS1UK or its licensors. You will acquire no rights in or to the GS1 Numbers or any related Intellectual Property Rights save as specifically stated in these Terms and Conditions.
- 5.4 Not Permit Display: You will not permit anyone else to use or display the GS1 Number issued to You to identify Product(s) other than Your Product(s).
- 5.5 No Challenge or Misuse of GS1 Numbers: You will not at any time, either during the term of this Licence or after termination, directly or indirectly:
  - 5.5.1 Challenge Ownership of GS1 Numbers: challenge, call into question or raise any questions concerning the validity or ownership of the GS1 Numbers or related Intellectual Property Rights; or
  - 5.5.2 Seek Registration of Similar Numbers: use or seek registration of any Intellectual Property Rights including any design which incorporates or includes, or is substantially identical to, or similar to, the GS1 Number(s) or related Intellectual Property Rights without GS1UK's prior written consent



# GS1 UK Company Prefix Licence Terms and Conditions

## 6. Indemnity and limitation of liability

- 6.1 You agree to indemnify GS1UK in full and hold GS1UK harmless against any third party claims, proceedings, suits, losses, damages, judgments, awards, expenses or costs (including legal costs) suffered or incurred by GS1UK as a result of the negligence, fault, error, omission, act or breach of You, your employees, staff, contractors, agents or representatives, relating to these Terms and Conditions.
- 6.2 Notwithstanding any other provision contained in these Terms and Conditions, GS1UK will not be liable to you for any indirect or special, incidental, punitive or consequential loss or damages, whether occasioned by the negligence, fault, error, omission, act or breach of GS1 UK, its employees and contractors and sub-contractors and which will include, without limitation, loss of contracts, loss of business, loss of customers, revenue or profits, loss of use or data, loss of savings or anticipated savings, loss of investments, loss of goodwill or reputation, capital costs or loss of extra administrative cost whether or not foreseeable, arising out of or in connection with these Terms and Conditions, whether in an action based on statute, contract, equity or tort including negligence or otherwise at law.
- 6.3 Without prejudice to this Clause 6, GS1UK's total liability to You or any third party in contract, tort, statute or equity or otherwise arising in connection with these Terms and Conditions will not in aggregate exceed the Fees paid by You to GS1UK in respect of the Licence Year in which such liability arises.
- 6.4 If You become aware that there has been an infringement of the Intellectual Property Rights in the GS1 Number or of any other Intellectual Property Rights belonging to GS1UK, then You shall notify GS1UK immediately in writing upon becoming aware of such infringement. GS1UK shall have sole conduct and control over any such actions, including the right to settle any such claim and You shall not make any statement or settle any such claim and will provide all such reasonable assistance that GS1UK may require in respect of any such claim.
- 6.5 GS1UK makes no warranties, express or implied, and GS1UK specifically disclaims any warranty of merchantability or fitness for a particular purpose. GS1UK does not guarantee that the GS1 Number will meet "all requirements" of Your business.
- 6.6 Nothing in these Terms and Conditions will limit or exclude either party's liability for death or personal injury caused by that party's negligence, or for fraudulent misrepresentation.

## 7. Termination

- 7.1 GS1 UK Termination: GS1UK will have the right to terminate (subject to the provisions of the Memorandum and Articles of Association) and/or suspend the Licence immediately by giving notice if:
- 7.1.1 You fail to pay any Fee due under these Terms and Conditions by its due date;
  - 7.1.2 You commit a breach of Your obligations under these Terms and Conditions;
  - 7.1.3 You are declared bankrupt, or make any composition or arrangement with, or conveyance or assignment for the benefit of Your creditors, or any application is made under any Bankruptcy Act for the time being in force for a sequestration of its estate, or a trustee is granted by You on behalf of Your creditors, or if You, being a company, have a petition presented for your winding up or enter into voluntary or compulsory liquidation (except for the purpose of a bona fide solvent reconstruction or amalgamation), or if a receiver or examiner is appointed over any of you're undertaking or assets on behalf of debenture holders or creditors or otherwise;
  - 7.1.4 You cease or threaten to cease trading; or
  - 7.1.5 GS1UK ceases to hold the necessary licence rights to issue GS1 Numbers in the United Kingdom.
- 7.2 Termination by You: You may otherwise terminate this Licence in any other circumstances by giving not less than one month's written notice to GS1UK. In the event of such termination You shall not be entitled to any refund of Fees paid or payable in connection with the unexpired proportion of a Licence Year. For the avoidance of doubt, any outstanding Fees payable to GS1UK shall be paid immediately by You.
- 7.3 No Release from Obligations: Termination of this Licence does not relieve either GS1UK or You from liability arising from any prior breach of the terms of this Licence

## 8. Consequences of termination

On termination of this Licence, Your rights under this Licence will terminate and You will immediately comply with the following:

- 8.1 cease applying the GS1 Numbers to any Products manufactured or sold by You after the termination date;
- 8.2 cease all direct or indirect use of the GS1 Numbers and any and all related Intellectual Property Rights other than in connection with Products manufactured or sold prior to the termination date, or otherwise agreed with by GS1UK in writing

## 9. Variation of terms and conditions

GS1UK has the right to vary these Terms and Conditions at any time by giving written notice to You. Any such variation notified by GS1UK will take effect immediately (unless a later date is specified in the notice).



# GS1 UK Company Prefix Licence Terms and Conditions

## 10. Assignment and sublicence

You will not assign, transfer, sublicense or subcontract Your rights or obligations under these Terms and Conditions. For the avoidance of doubt, in the event that any Products are (and/or the business relating to use of the Products is, in whole or in part) divested from You/ Your business, the purchaser of such Products will not be entitled to use (and You will not permit the use of) GS1 Numbers in connection with such Products without the prior written consent of GS1UK.

## 11. Data Protection and Confidentiality

- 11.1 GS1UK uses data obtained from You for general administration purposes, including but not limited to, building up a database of customers. GS1UK may use such data to contact You by post, fax, email or telephone to inform You of GS1UK activities and developments and You hereby consent for GS1UK to contact You in this way.
- 11.2 You agree to keep confidential and secure any information of GS1UK which is proprietary, commercially sensitive and/or confidential.

## 12. General legal provisions

- 12.1 All notices and other communications required or permitted under this Licence will be in writing and will be delivered personally, sent by post or sent by facsimile transmission (and promptly confirmed by post). Any such notice will be deemed given when so delivered personally, or if sent by facsimile transmission on the next following business day in the country in which it is received, or the next Business Day after sending by post within UK or five (5) Business Days after sending by post to a location outside the UK. Notices for You will be sent to the address specified in the Application Form (or such other address as You may notify GS1UK of from time to time). Notices for GS1UK must be sent to the GS1UK's address as notified to You from time to time.
- 12.2 Governing Law: The Terms and Conditions are governed by the law of England and Wales and GS1UK and You submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.3 Severance: If any provision contained in these Terms and Conditions is agreed by the parties to be illegal, void, invalid or unenforceable, or if any court or arbitrator of competent jurisdiction in a final decision so determines, it will be severable and will be deemed to be deleted from these Terms and Conditions with effect from the date of such agreement or as declared by a decision of the said court or arbitrator or such earlier date as the parties may agree and will not affect the validity or enforceability of other provisions in these Terms and Conditions.

