APPLICATION TO UPDATE AN EXISTING REGISTRATION — FORM F-08

V2.4

Prices quoted valid until end of January 2025

When to use this form.
Use this form when a work you have already registered with Copyright Witness has changed or been updated since registration. Examples of when to use this form would be:
If the original registration was a manuscript; a later draft or re-write. If the original registration was a website; updates or new content for the site can be registered.

This form allows you to register a new revision of your work as part of your existing registration. It will provide evidence of date and content of the updated work, whilst still retaining the original registration date and evidence for your existing work.

How this works.
Your existing registration date, registration duration and expiry date will remain the same. Updates processed using this form are linked with your existing registration, and protected from the date we process this application.

This form should **only** be used to add files to an existing registration.
Please use form F-01 for new registrations.

Fields marked with an asterisk * are required and must be completed.

General notes:

- The prices quoted on this form are valid until the end of January 2025.
  After this time you may obtain a current application form either by writing to
  Copyright Witness - Registrar
  4 Tavistock Avenue
  Didcot
  OX11 8NA
  United Kingdom
  or via our web site at copyrightwitness.com.
- Once we receive the completed form, one of our administrators will process your update and you will receive written confirmation once this is complete.
- Most updates are dealt with within 2 working days of receipt, but please allow 14 days for postage time and variations in workload.
- A processing fee may be charged for updates including formats that are not recommended. This charge covers the additional administration time required to convert these formats for electronic storage.
- This form should only used to process items that update an existing registered work, or form part of the natural evolution of the registered work. Unrelated items should be registered as new and separate registrations using form F-01.
  We reserve the right to refuse applications that do not comply with these conditions.

Section 1 notes

- The account number may be found on the registration certificate, or any other correspondence.
- For security reasons we require that the supplied account holder details match our records. Should any of the details not match our records, we may contact you for additional information to confirm your identity and right to the work.
- We recommend that an e-mail or telephone number is given, in case of any concerns or questions regarding your request.

Section 2 notes

- While credit card payments are accepted from any country, cheques and postal orders must be in UK Pounds Sterling.
  Clients outside the UK may obtain cheques or international money orders in UK Pounds Sterling via their bank.

Update on-line and save £7.75

Use the on-line update facility via copyrightwitness.com and you can save up to £7.75 on registration updates.

1. Details of the account holder

Title* (Mr/Mrs/Dr, etc.)	First name(s)*
Last name*	
Account number*	
Company/organisation (if applicable)	
Full postal address* (including zip/postal code)	
Country*	
Telephone	
Email	

2. Payment details

- **To pay by cheque, postal order or international money order**
  Cheques/postal orders/international money orders for ***UK Pounds Sterling (GBP),*** should be made payable to **"Copyright Witness Ltd".**
- **To pay by credit/debit card**
  The card holder should enter the details below

Payment method (tick one)	☐ *Mastercard*	☐ *Visa*	☐ *Visa Debit*
	☐ *American Express*		☐ *UK Maestro*

Card holder's name
(Exactly as it appears on the card)

Card number

Valid from (if shown) / Expiry date /

Issue number (must be entered if it appears on your card, otherwise leave blank)

Security code (3 or 4 digit CV2 code, normally found on the signature strip)

Card holder's full address (including zip/postal code and country)

Card holder's signature

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Section 3 notes

- **Registration number**
  This is found on the registration certificate.
- **Title**
  Please enter the registered title for the work as an additional security check. This can be found on your registration certificate.

Section 4 notes

- **New title**
  If the title has changed since registration or last update, please enter the new title here.
- **Brief description of the update**
  A short sentence or statement summarising the changes, (e.g. "Second draft"). This will appear on the schedule of revision that accompanies the certificate.
- **Additional comments**
  Comments here are optional, but may be used if you need to enter extra details.

Section 5 notes

- **Administration fee**
  A fee of £29.00 is charged for all updates
- **Format**
  The standard charges include submissions of CDs, USB Flash drive/USB SSD or a BD/DVD drive containing up to 10GB (10240MB) of data, or paper documents, photos or fabric samples up to 20 pages A4/Letter/Foolscap size.

  Additional processing fees apply to the following items:

  - Paper documents/printed materials
    Documents over 20 pages are charged at £5 per 100 pages or part thereof:
    i.e. 21 -120 pages = £5,
    121-220 pages = £10, etc.
  - Electronic media
    DVD/BD/CD disc(s) or USB Flash drive/USB SSD (etc.) containing over 10GB of data are charged at £10 per 10GB or part thereof:
    i.e. 10-20GB = £10, 20-30GB = £20, etc.

  If your work requires a processing fee, please enter this in the space provided.

  The preferred format is compact disc.
- **Extra certificates**
  For postal submissions using this form, one certificate is included in the fee, if others are required, please enter the quantity and price in the spaces provided.
- **Notice labels**
  Self adhesive labels that state that the work is registered and registration number:

  This work is registered with Copyright Witness.
  Registration No:123456789

  Each sheet contains 84 labels.

  If these are required, please enter the quantity and price in the spaces provided.
- **Total**
  Please enter the total value for all registrations, including any format, certificate and label charges.

Applicants under 18 should also obtain a signature from a parent or guardian:

Signature

Print name

3. Details of the work

Registration number*

Title*

4. Details of the update

New title (if applicable)
(no more than 50 characters)

Brief description of update*
(no more than 50 characters)

Additional comments
(if required)

5. Charges

Administration fee	£29.00		£ 29.00
Format	If your work requires a processing fee, please enter it here. (see notes).		£ .
Extra certificates	If required, enter the quantity here. (see notes).	☐ Quantity @ £2.50 each	£ .
Notice labels	If required, enter the number of sheets (see notes).	☐ Quantity @ £2.50 each	£ .
Sub-total*			£ .
Total:*			£ .

GBP (UK Pounds Sterling).

Send the completed form, a copy of your work and payment to:

Copyright Witness – Registration Services
4 Tavistock Avenue
Didcot
OX11 8NA
United Kingdom

Please ensure you enclose a full copy of any work you wish to include in the update.
Deposited copies are non-returnable, please do not send the original or master copy

I hereby accept the terms and conditions, and certify that the information I have provided is correct and that the work to be registered does not infringe copyright or other rights of any other party.

Signed* (Applicant/authorised agent)

Date* / /

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TERMS AND CONDITIONS

V2.4

1 Interpretation

1.1 In these Conditions:

'Client'	means the person for whom the Company has agreed to provide Services in accordance with these Conditions.
'Contract'	means the contract for the provision of the Services.
'Services'	means the Registration of works, issue of Certificates and work duplication to aid the proof of copyright in case of dispute.
'Estimate'	means any estimate provided by the Company in relation to the Services.
'Company'	means Copyright Witness Ltd, whose registered office is Dunraven House – Fiscalis, 6 Meadow Court, High Street, Witney, OX28 6ER, UK And whose trading address is, 4 Tavistock Avenue, Didcot, OX11 8NA. UK.
'Certificate'	means a certificate issued by the Company as evidence of registration with the Company.
'Charges'	means the charges shown in an Estimate or in published literature relating to the Services or as notified to the Client by the Company from time to time.
'Registration'	means the provision of an independent witness service for items submitted by the Client.

1.2 The headings in these conditions are for convenience and shall not affect their interpretation.

2 Supply of the Services

2.1 The Company shall provide the Services to the Client subject to these Conditions. Any changes to these Conditions shall be notified to the Client by the Company and deemed to have been accepted unless the contrary is indicated by the Client in writing within one month. Any changes to the Services proposed by the Client must be agreed in writing by an authorised manager of the Company.

2.2 The Client shall at its own expense supply the Company with all necessary data or other information relating to the Services within sufficient time to enable the Company to provide the Services in a prompt and professional manner. The Client shall ensure the clarity and accuracy of all such data and information. The Client shall check any Certificates provided by the Company, and notify the Company within 28 days of any inconsistencies, these shall be effected free of charge and a new Certificate issued. Excepting updates to Client contact information, no other changes will be permitted.

2.3 The Client shall if so requested by the Company supply it (in the form specified by the Company) with any declaration necessary for the purposes of obtaining any consent or clearance which the Company might be required to obtain by any competent authority to enable it to provide the Services.

2.4 The Services shall be provided in accordance with the Estimate (if any) and otherwise in accordance with the Company's current practice and literature relating to the Services published from time to time subject to these Conditions.

2.5 Further details about the Services and advice or recommendations about its provision or utilisation which are not given in the Estimate or other literature may be made available on request.

2.6 The Company may without any liability to the Client make such alterations to any brochure promotional literature quotation or other document relating to the provision of the Services if in its absolute discretion it believes such alteration is necessary to correct any typographical or other errors or omissions.

2.7 The Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially effect the nature or quality of the Services.

2.8 For storage, insurance, and data integrity purposes, the Company may create back up copies of submitted works if it is practicable to do so. Submitted 'original' copies may be discarded due to storage requirements, but only after a secure back up has been made. In all cases Client data will be considered confidential, and treated accordingly.

2.9 Duplicate works can be provided on request of the Client, and will demonstrate the full content of the registered item(s), but may be produced on a medium other than that submitted, (normally this will be an electronic media form).

3 Charges and payment

3.1 Subject to any special terms agreed, the Client shall pay the Charges and any additional sums which are agreed between the Company and the Client for the provision of the Services, or which in the Company's sole discretion are required as a result of the Client's (or the Client's agents) instructions, or lack of instructions, the inaccuracy of any data, or information supplied by the Client or its agents, or any other cause attributable to the Client or its agents.

3.2 The Company shall be entitled to vary Charges from time to time, these will be published or made available to the Client on request and shall apply to any new transactions.

3.3 The Company shall be entitled to invoice the Client directly following the provision of the Services or at such other times as it may agree with the Client.

3.4 The Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax and without any set off or other deduction) within 14 days of the date of the Company's invoice unless otherwise agreed by the Client with an authorised manager of the Company and confirmed in writing.

3.5 If payment is not made on the due date the Company shall be entitled without limiting any other rights it may have to charge interest on the outstanding amount (both before and after any judgement) at the rate of 1% above the base rate from time to time of Lloyd's Bank PLC from the due date until the outstanding amount is paid in full. The Company shall also be entitled to refuse any further transactions with the Client or refuse to provide any Services for the Client.

3.6 The Company shall be entitled to terminate any Services offered where the Client has not made full payment or payment was made fraudulently (for example card fraud). The Company shall also be entitled to charge the Client for any Bank charges as well as reasonable administration charges that may be attributed to the Client's failure to pay.

4 Confidentiality

4.1 Any data or other information provided by the Client which is so designated by the Client as confidential shall be kept confidential by the Company but the foregoing shall not apply to any data or other information which is public knowledge at the time when it is so provided and shall cease to apply if at any future time it becomes public knowledge through no fault of the Company.

5 Warranties and Liability

5.1 The Company warrants to the Client that the Services will be provided using reasonable care and skill and as far as reasonably possible.

5.2 The Company shall have no liability to the Client for any loss damage costs expenses or other claims for compensation arising from any data information or instructions supplied by the Client which are incomplete incorrect inaccurate illegible or in the wrong form or arising from their late arrival, non-arrival, failure to transfer correct information, verify receipt of data (where applicable) or any other fault of the Client, this includes any issue relating to the validly of items submitted by the Client for Registration and timely notification of Client change of address.

5.3 Except in respect of death or personal injury caused by the Company's negligence or as expressly provided in these conditions the Company shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any loss of profit or any indirect special or consequential loss damage costs expenses or other claims (whether caused by the negligence of the Company its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's Charges for the provision of the Services except as expressly provided in these conditions.

5.4 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Services if the delay or failure was due to any cause beyond the Company's reasonable control.

5.5 The Client warrants that any data or other information provided and its use by the Company for the purpose of providing the Services will not infringe the copyright or other rights of any third party and the Client shall indemnify the Company against any loss damages costs expenses or other claims arising from any such infringement.

5.6 The Client warrants, with regard to all items the Client submits to the Company for the purpose of the Company's Services, that the Client is the copyright owner of those items, or that the Client is acting directly on behalf of the copyright owner of those items.

5.7 The Client warrants that all items submitted are suitable for the provision of the Company's services, and understands that the Company will not or cannot normally make any judgement regarding the suitability of submitted material.

5.8 The Company's Service is as an independent witness and intended as an aid in the proof of copyright. No guarantee, warranty or liability is given or implied and the responsibility of proving copyright remains with the Client. the Company will not enter into any legal issues on the Client's behalf other than providing copies of certificates and/or copies of work at the Client's request.

5.9 The Company undertakes to provide contingency measures to ensure that, where reasonably practicable, appointed agents of the company are identified and made personally responsible for the complete fulfilment of any existing Client contracts in the unlikely event of a cessation to trade.

5.10 In the event that the Client instructs the Company to use any third party in connection with the provision of the Services. The Company cannot give any warranty, guarantee or other term as to the quality of services of any third party.

5.11 The Client understands that 99% of the Company's Charges specifically cover the provision of initial administration, account set up, and duplication services involved with Registration, Registration extensions and other services at the time of the transaction/sale. The Client understands and agrees that excepting claims made within 30 days of the date of Registration, in the event of any loss, corruption or damage, or in the event of liquidation whether due to the Company's failure or by any other cause whatsoever, that the financial liability will not exceed 1% of the transaction value.

6 Termination

6.1 The Client shall be entitled to terminate the Contract by giving not less than one months written notice to the Company, but should be advised that this shall terminate the Registration, and that items deposited with the Company for the purposes of carrying out its Services shall not be returned, and that (excepting any statutory rights of the Client) payment will not be refunded for early termination.

6.2 In accordance with statutory law, consumers will have a 7 day 'cooling off period' after purchase in which they have the right to cancel and receive a full refund.

6.3 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so or if the other goes into liquidation or (in the case of an individual or firm) becomes bankrupt makes a voluntary arrangement with their or its creditors or has a receiver or administrator appointed.

7 General

7.1 These Conditions (together with any terms, if any, set out at the time of purchase or in the Estimate (if any)) constitute the entire agreement between the parties and supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

7.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be effected.

7.5 Any dispute arising under or in connection with these Conditions or the provision of the Services shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party in accordance with the provisions of the Arbitration Act 1996.

7.6 English law shall apply to the Contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

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