

SKILLSHEETS **LITERACY** Discs : ORDER FORM

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An invoice will be sent with the disc. Payment is due within **14 days** of the invoice date.
 Official order forms need to be attached giving details of **named recipients** for the disc and the invoice.
 A **software licence agreement** has to be completed before the disc can be supplied.

► **SKILLSHEETS** will be used on a **maximum** number of _____ workstation (s) ◀

	Tick the level(s) required	PRICE
ENTRY Level 1 - Literacy Disc		
ENTRY Level 2 - Literacy Disc		
Postage per disc (both levels will be supplied on a single disc)		£ 1.00
Net Total		£
VAT @ 20%		£
TOTAL ORDER VALUE		£

Name _____ Position _____

* Company / College _____

Address _____

_____ How did you find out about **SKILLSHEETS** ? _____

Phone number _____ e-mail _____

Where should the **invoice** be sent (Please give **email address** if not same as delivery address if possible)

* This will print on every worksheet. **PLEASE ALSO COMPLETE 2 COPIES OF THE SOFTWARE LICENCE.**

SKILLSHEETS Discs : End-User Software Licence

Please complete sections marked ★

BETWEEN

The Licensor : Lindsay Henry t/as SKILLSHEETS

tel : 0114 2367481

and

★ The Licensee : tel :
(name of college, school, company or organisation)


The Terms and Conditions of this Licence specified herein, overleaf and in the Schedule hereto are ACCEPTED :

★ By the Licensee :
(Authorised signature)

★ Print name (legibly please) :

★ Name to print on worksheets :
(name of college, school, company or organisation. Please use something **unique** and non-transferable)

★ Job title : Date :

By the Licensor :  Date :
(Authorised signature for Skillsheets)

SCHEDULE

SKILLSHEETS disc purchased

Permitted number of Concurrent Users included in Licence fee (if applicable) :

Licence Fee :

1. Parties

This Software Licence is made BETWEEN Lindsay Henry t/as SKILLSHEETS whose principal place of business is at 5 Ashfurlong Close, Sheffield, S17 3NN (the "Licensor" which expression shall include its subsidiaries, agents, and assigns)

★ AND
the "Licensee" details of whom are set out above. (name of college, school, company or organisation)

2. Issue and Use of Software

- 2.1 The Licensor is the sole and exclusive owner of the software referred to in the foregoing Schedule (the "Software") and upon execution of this Licence, the Licensor hereby grants and the Licensee hereby accepts a non-exclusive, non-transferable Licence to "Use" (as hereinafter defined) the Software selected by the Licensee, on the Designated System, at the Location, either for single use or (where applicable) by the number of concurrent users, all as specified in Schedule subject to the terms and conditions contained herein.
- 2.2 Upon execution and return of this Licence and payment of the one-time fee, the Licensor shall issue to the Licensee one copy of the Software for Use on the Designated System at the specified Location, together with the necessary documentation to install and Use the same
- 2.3 For the purposes of this Licence, "Use" shall mean and include:
- 2.3.1 receive one copy of the Software for Use on the Designated System, at the specified Location, together with the necessary documentation to install and Use the same;
- 2.3.2 load, install and Use the Software either (as appropriate to the Designated System and as specified in the Schedule) (i) on *one* Central Processing Unit ("CPU") of the Designated System if the Designated System is single-user or the Software for single use and at the Location specified in the Schedule (a separate licence fee being required for each CPU upon which the Licensee wishes to use the Software), or (ii) if the Designated System is multi-user or networked, by the number of concurrent users specified in the Schedule;
- 2.3.3 use of the Software by copying, transmitting or loading the same onto the Designated System for the processing of the content contained in such Software;
- 2.3.4 use by the Licensee on the Designated System for the purposes only to print worksheets for use by registered students of the Licensee and the Licensee to assist the Licensee in teaching the students or use as a teaching aid by the Licensee or students of the Licensee of on-screen versions by same and for back-up provided that no more than two (2) copies will be in existence under any Licence at any one time without prior written consent from the Licensor or as otherwise permitted by the applicable law;
- 2.4 For the purposes of this Licence "concurrent use" shall mean simultaneous use of the Software by the number of users of the Licensee specified in the Schedule PROVIDED however that Software installed on a file server for the sole purpose of distribution to other workstations or computers is not being Used for the purposes of ascertaining the number of concurrent users. Additional concurrent users may be added by signing a separate software licence.
- 2.5 The Licensee shall also be permitted to Use the Software on a portable or lap-top where this agreed and set out in the Schedule provided that the Use is in accordance with this clause 2 .

3. Licence Fee

- 3.1 The Licence Fee specified in the Schedule is payable within 14 days of the date of the Licence unless otherwise agreed in writing by the Licensor. The Licensor reserves the right to charge the Licensee interest on any fees overdue in accordance with the statutory rate of interest under the Late Payments Regulations.
- 3.2 An additional Licence Fee is payable for each CPU of the System upon which the Licensee wishes to Use the Software or in respect of additional concurrent users in excess of the number specified in the Schedule. In the event that the Designated System is inoperable or requires or is under repair, the Licensee shall report the same to the Licensor for permission to Use the Software on a back-up system at no extra charge, until the Designated System is operational.
- 3.3 All charges hereinbefore referred to are exclusive of and net of any taxes, duties or such other additional sums including, but without prejudice to the foregoing generality, value added/purchase tax, excise tax, (tax on sales, property or use), import or other duties, and whether levied in respect of this Licence, the Software, its use or otherwise.

4. Software Enhancement and Other Services

- 4.1 The Licensor shall charge for other software services requested by the Licensee which are not specifically covered by this Licence.

5. Licensee's Undertakings

- 5.1 The Licensee undertakes not to perform any of the acts referred to in this sub-clause 5.1 except to the extent and only to the extent permitted by the applicable law to the Licensee as a lawful user..

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- 5.1.1 not to copy the Software (other than for normal system operation and as specified in Clause 2 above) nor otherwise reproduce the same provided that the Licensee may copy the Software for back-up purposes or incidentally, in the course of converting the Software in accordance with 5.1.3 below;

5.1.2 not to translate, adapt, vary, or modify the Software;

5.1.3 not to disassemble, decompile or reverse engineer the Software Provided however that in the case of decompilation, the Licensee may incidentally decompile the Software only if it is essential so to do in order to achieve interoperability of the Software with another software program ("Permitted Purpose") and provided the information obtained by the Licensee during such decompilation is only used for the Permitted Purpose and is not disclosed or communicated to any third party to whom it is not necessary to disclose or communicate such information without the Licensor's prior written consent and is not used to create any software which is substantially similar to the expression of the Software nor used in any manner which would be restricted by copyright.

In addition, the Licensee undertakes:

5.2 to maintain accurate and up-to-date records of the number and location of all copies of the Software;

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5.5 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than the Licensee's employees without prior written consent from the Licensor;

5.6 within fourteen (14) days after the date of termination or discontinuance of this Licence for whatever reason, to return or destroy (as the Licensor shall instruct) the Software and all updates, upgrades or copies, in whole and in part, in any form including partial copies or modifications of the Software received from the Licensor or made in connection with this Licence and all documentation relating thereto and to furnish the Licensor with a certificate, certifying that the same has been done, unless the Licensee has obtained the Licensor's prior written authorization to retain one copy for archive purposes only or for such other purpose which the Licensor may authorize together with any conditions the Licensor may impose in respect of such continued retention.

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6.1 The Licensor shall not be liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Licence, the Software, its use or otherwise, except to the extent to which it is unlawful to exclude such liability under the applicable law.

6.2 Notwithstanding the generality of clause 6.1 above, the Licensor expressly excludes liability for any indirect, special, incidental or consequential loss or damage which may arise in respect of the Software, its Use or in respect of equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings.

6.3 In the event that any exclusion contained in this Licence shall be held to be invalid for any reason and the Licensor becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to the one-time Licence fee paid by the Licensee.

6.4 The Licensor does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of the Licensor, its employees, agents or authorized representatives.

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7.1 The Licensee acknowledges that any and all of the copyright, trade marks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Software including all documentation and manuals relating thereto, are and shall remain the sole property of the Licensor. The Licensee shall not during or at any time after the expiry or termination of this Licence in any way question or dispute the ownership by the Licensor thereof.

7.2 In the event that new inventions, designs or processes evolve in performance of or as a result of this Licence, the Licensee acknowledges that the same shall be the property of the Licensor unless otherwise agreed in writing by the Licensor.

7.3 The Licensee shall indemnify the Licensor fully against all liabilities, costs and expenses which the Licensor may incur as a result of work done in accordance with the Licensee's specifications involving infringement of any patent or other proprietary right.

8. Warranty

8.1 The Licensee acknowledges that software in general is not error-free and agrees that the existence of such errors shall not constitute a breach of this Licence.

- 8.2 In the event that the Licensee discovers a material error which substantially affects the Licensee's use of the same and notifies the Licensor of the error within 90 days from the date of this Licence (the "warranty period") the Licensor shall at its sole option either refund the licence fee or use all reasonable endeavours to correct by patch or new release (at its option) that part of the Software which does not so comply PROVIDED THAT such non-compliance has not been caused by any modification, variation or addition to the Software not performed by the Licensor or caused by its incorrect use, abuse or corruption of the Software or by use of the Software with other software or on equipment with which it is incompatible.
- 8.3 To the extent permitted by the applicable law, the Licensor disclaims all other warranties with respect to the Software, either express or implied, including but not limited to any implied warranties of merchantability or fitness for any particular purpose.
- 8.4 Although the Licensor does not warrant that the Software supplied hereunder shall be free from all known viruses it has used commercially reasonable efforts to check for the most commonly known viruses prior to packaging but the Licensee is solely responsible for virus scanning the Software.
- 8.5 The Licensor warrants that there are no disabling programs or devices in the Software.

9. Indemnity

- 9.1 The Licensor agrees to indemnify and save harmless and defend at its own expense the Licensee from and against any and all claims of infringement of copyright, patents, trade marks, industrial designs, or other intellectual property rights affecting the Software PROVIDED THAT (i) the Licensee shall not have done, permitted or suffered to be done anything which may have been or become an infringement of any rights in any copyright, patent, trade mark or other rights as hereinbefore provided, and (ii) the Licensee shall have exercised a reasonable standard of care in protecting the same; failing which, the Licensee shall indemnify the Licensor against all actions, proceedings, costs, claims and expenses incurred in respect thereof.
- 9.2 The Licensee undertakes that the Licensor shall be given prompt notice of any claim specified in clause 9.1 above that is made against the Licensee and the Licensor shall have the right to defend any such claims and make settlements thereof at its own discretion and the Licensee shall give such assistance as the Licensor may reasonably require to settle or oppose any such claims.
- 9.3 In the event that any such infringement occurs or may occur, the Licensor may at its sole option and expense:
- 9.3.1 procure for the Licensee the right to continue using the Software or infringing part thereof; or
 - 9.3.2 modify or amend the Software or infringing part thereof so that the same becomes non-infringing; or
 - 9.3.3 replace the Software or infringing part thereof by other software of similar capability; or
 - 9.3.4 repay to the Licensee the licence fee relating to the whole or the infringing part of the Software.

10. Confidential Information

- 10.1 All information, data, drawings, specifications, documentation, software listings, source or object code which the Licensor may have imparted and may from time to time impart to the Licensee relating to the Software (other than the ideas and principles which underlie the Software) is proprietary and confidential. The Licensee hereby agrees that it shall use the same solely in accordance with the provisions of this Licence and that it shall not at any time during or after expiry or termination of this Licence, disclose the same, whether directly or indirectly, to any third party without the Licensor's prior written consent.
- 10.2 Subject only to the specific, limited provisions of Clause 5.1 above, the Licensee further agrees that it shall not itself or through any subsidiary, agent or third party use such confidential information to copy, reproduce, translate, adapt, vary, modify, decompile, disassemble or reverse engineer the Software nor shall the Licensee sell, lease, license, sub-license or otherwise deal with the Software or any part or parts or variations, modifications, copies, releases, versions or enhancements thereof or have any software or other program written or developed for itself based on any confidential information supplied to it by the Licensor.
- 10.3 The foregoing provisions shall not prevent the disclosure or use by the Licensee of any information which is or hereafter, through no fault of the Licensee, becomes public knowledge or to the extent permitted by law.

11. Force Majeure

The Licensor shall be under no liability to the Licensee in respect of anything which, apart from this provision, may constitute breach of this Licence arising by reason of force majeure, namely, circumstances beyond the control of the Licensor which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident,

embargo, riot, civil commotion, including acts of local government and parliamentary authority; inability to supply the Software, materials, breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer).

12. Termination

12.1 In addition to provisions for termination as herein provided, the Licensor may by notice in writing to the Licensee terminate this Licence if any of the following events shall occur:

12.1.1 if the Licensee is in breach of any term, condition or provision of this Licence or required by the applicable law and fails to remedy such breach (if capable of remedy) within 30 days of having received written notice of such breach from the Licensor;

12.1.2 if the Licensee being an individual enters into bankruptcy or has a petition for bankruptcy filed against them or ceases to trade, being a body corporate, shall present a petition or have a petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or in either case as an individual or body corporate shall be deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts.

12.2 Upon termination, the Licensee shall comply with the undertaking specified in Clause 5.6 above and shall pay to the Licensor all costs and expenses, including legal and other fees incurred and all arrears of fees, charges or other payments arising in respect of the Software, this Licence or otherwise.

12.3 Termination, howsoever or whenever occasioned shall be subject to any rights and remedies the Licensor may have under this Licence or in law.

13. Assignment

The Licensee shall not assign or otherwise transfer all or part of the Software or this Licence without the prior written consent of the Licensor.

14. Waiver

Failure or neglect by the Licensor to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Licensor's rights hereunder nor in any way affect the validity of the whole or any part of this Licence nor prejudice the Licensor's rights to take subsequent action.

15. Headings

The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Licence.

16. Severability

In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

17. Notices

Any notice to be given by either party to the other may be sent by recorded delivery to the address of the other party as appearing herein or such other address as such party may from time to time have communicated to the other in writing and if so sent shall be deemed to be served 4 days following the date of posting.

18. Law

The parties hereby agree that the Licence concluded between them and constituted on these terms and conditions shall be construed in accordance with English Law.

Signing Provisions