

Extended User Licence Agreement for Equality and Diversity UK Ltd training materials

INTRODUCTION

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Agreement

All Equality and Diversity UK Ltd material and any associated documentation is protected by copyright and other intellectual property laws and treaties. It is extremely important that you respect the terms of this Licence Agreement. Failure to respect these terms will violate this Agreement and prejudice your ability in the future to obtain training material from Equality and Diversity UK Ltd and may leave you open to legal action.

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7. MISCELLANEOUS

7.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof.

7.2 This Agreement may be amended only by a writing signed by both parties.

7.3 Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of England and the English Courts' jurisdiction, excluding its conflict of law provisions.

7.4 This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

7.5 If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

7.6 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

7.7 The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.

7.8 You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein.

7.9 This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

7.10 Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

7.11 The relationship between Licensor and Licencee is that of independent contractors and neither Licencee nor its agents shall have any authority to bind the Licensor in any way.

7.12 The Licensor may change the terms of this Agreement from time to time. By continuing to use the Material beyond a period of 30 days after notice of such change has been provided on a public website of Licensor or its affiliate for the first time, you signify your consent to the revised terms.

8. Licencing Cost

The following costs are **in addition** to purchasing the resource.

Where the number of people with access to the resource is 500 or less: £1 per user

Where the number of people with access to the Resource is in excess of 500, the first 500 are charged at £1 per user and the number in excess is charged at £0.50 per user.

Example: 400 Users: £400 (400 @ £1 per user)
1000 Users: £750 (500 @ £1 per user, plus 500 @ £0.50 per user)

Licencing for each resource is charged individually, with the exception of the three resources in the Practical Tools Pack which are charged as one resource.

Multiple Licencing Charge

If more than one resource is licenced, the charge for the second and subsequent licencing is reduced by 50%

E.g. Three resources are purchased and placed on an Intranet with 800 users

First resource licencing cost: £650

Second resource licencing cost: £325 (£650 less 50% discount)

Third resource licencing cost: £325 (£650 less 50% discount)

Total: £1300 plus cost of resources