

Terms & Conditions

SOLOGICAL SOLUTIONS LIMITED TRADING AS “GIS247”

LICENCE TERMS AND CONDITIONS

IF YOU ARE A CONSUMER, YOUR ATTENTION IS DRAWN TO THE FACT THAT THESE TERMS AND CONDITIONS CONTAIN LIMITS ON OUR LIABILITY TO YOU IN CONDITION 14 AND THAT YOU WILL NOT BE ABLE TO CANCEL YOUR LICENCE WITH US AND RECEIVE A FULL REFUND AS SET OUT AT CONDITION 2.5.

YOU WILL BE A “CONSUMER” IF YOU ARE AN INDIVIDUAL MAKING A CONTRACT WITH US AS A PRIVATE INDIVIDUAL FOR NON-BUSINESS PURPOSES.

ABOUT US: We are Sological Solutions Limited trading as “GIS247”, a company registered in England and Wales with registered number 06791998. Our registered address is 15 Whitehall Court, Radcliffe-on-Trent, Nottinghamshire, NG12 2NJ. Our registered VAT number is 827 8281 00.

If you are a Consumer Customer you can contact us by writing to us at admin@gis247.com or 15 Whitehall Court, Radcliffe-on-Trent, Nottinghamshire, NG12 2NJ.

We may contact you in the ways set out at Condition 20.

1. Definitions and Interpretation

1.1 In these Conditions the following words and expressions have the following meanings unless inconsistent with the context:

“Additional Charges”	the costs of Support Services where not included within the Price, any expenses, any taxes, duties or other charges levied by any Governmental or authority in respect of or by reason of the licensing of the Training Materials and any other additional charges payable by the Customer in addition to the Price;
“Administrator”	the Customer’s designated provider of User Authentication Emails and the recipient of an Administrator Authentication Email;
“Administrator Authentication Email”	an email sent by the Licensor which includes a link enabling a Customer to establish an Administrator;
“Conditions”	these terms and conditions;
“Confidential Information”	without limitation, business, commercial, economic, financial, operational, technical, administrative, marketing, planning and staff information and data relating to the Supplying Party or its interests

disclosed including any Intellectual Property Rights to the Receiving Party whether before, during or after the term of the Licence, whether in written, oral, pictorial or any other form, and all information, data, know-how, trade secrets, formulae, processes, designs, photographs, drawings, specifications, software programs, samples or other material attributable to or deriving its existence from the provision of the Deliverables. **“Supplying Party”** and **“Receiving Party”** shall have the meanings ascribed in Condition 16;

“Costs”	all costs, (including but not limited to any legal fees (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Licensor (either directly or by a third party) including disbursements, VAT and other expenses;
“Customer”	the person which has accepted these Conditions as set out in the Licence Order Form;
“Due Date”	the date on which payment is due in accordance with Condition 5.4;
“Intellectual Property Rights”	all patents, industrial designs, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and “Intellectual Property Right” means any one of the Intellectual Property Rights;
“Licence”	a non-exclusive licence from the Licensor to the Customer to utilise the Training Materials in accordance with these Conditions and the Licence Order Form;
“Licensor”	Sological Solutions Limited trading as “GIS247”, a company incorporated in England and Wales with company number 06791998 whose registered office is at 15 Whitehall Court, Radcliffe on Trent, Nottinghamshire, NG12 2NJ;
“Licence Order Form”	the specific details of the Licence confirmed by the Customer in writing to the Licensor prior to entering the Licence, whether confirmed by the Customer

through the Site or otherwise;

“Licence Renewal Form”	the licence renewal form sent prior to expiry of the Term in the form of written notice from the Licensor to the Customer;
“Price”	the price due from the Customer in return for the Licence as detailed in the Licence Order Form or as otherwise agreed in writing by the Licensor;
“Site”	the Licensor’s website www.qis247.com ;
“Support Services”	any services to be provided by the Licensor to the Customer pursuant to the Licence and detailed in the Licence Order Form or as otherwise agreed in writing by the Licensor from time to time;
“Term”	12 months or 24 months as set out in the Licence Order Form;
“Territory”	means the single geographical area set out in the Licence Order Form;
“Training Materials”	all materials set out in the Licence Order Form including, without limitation, videos, guides and documents developed by the Licensor or its agents, contractors and employees;
“Unpaid Amount”	any sum due to the Licensor under the Licence which has not been paid by the Customer to the Licensor by the Due Date;
“User”	a single email address which has been authenticated for use through a User Authentication Email and made available to a single eligible individual identified by the Customer;
“User Authentication Email”	an email sent by the Administrator to an eligible individual identified by the Customer in order to create an individual User account;
“Working Day”	any day from Monday to Friday other than a statutory holiday or public holiday in England; and
“Working Hours”	9:00 to 17:00 GMT or BST as the case may be on any Working Day.

1.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time, and any subordinate legislation made from time to time under the relevant statute or statutory provision.

1.3 References to **“persons”** include natural persons, firms, partnerships, companies, corporations, associations and organisations, (in each case whether or not having separate legal personality).

- 1.4 Use of any gender includes the other genders.
- 1.5 Words in the singular include the plural and words in the plural include the singular.
- 1.6 Any reference to “**writing**” or any cognate expression includes communications by post and email but excludes facsimile and text messages.
- 1.7 The headings to Conditions do not affect the interpretation of these Conditions.
- 1.8 Any phrase introduced by the term “**include**”, “**including**”, “**in particular**” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

2. Basis of Licence

- 2.1 These Conditions shall apply to the Licence by the Licensor of the Training Materials to the Customer and these Conditions shall govern the Licence to the exclusion of any other terms and conditions introduced or submitted by the Customer.
- 2.2 No variation of these Conditions shall be binding unless agreed in writing by a director of the Licensor and no collateral or supplemental contract may be made or construed unless confirmed in writing by a director of the Licensor.
- 2.3 Each order for a Licence for the Training Materials must be submitted on a Licence Order Form by the Customer and shall be deemed to be an offer by the Customer to licence the relevant Training Materials from the Licensor subject to these Conditions.
- 2.4 These Conditions shall become binding on the Customer when:
 - (a) the Licensor accepts in writing the order placed by the Customer as set out in a Licence Order Form;
 - (b) the Customer makes payment to the Licensor of the Price; or
 - (c) the Licensor notifies the Customer that the Training Materials are available by sending the Customer an Administrator Authentication Email;whichever is the earlier, at which point the Licence shall come into existence between the Licensor and the Customer.
- 2.5 The Customer acknowledges that by entering this Licence they will have no right to withdraw from this contract with the Licensor and receive a full refund. Where the Customer is a Consumer Customer, the Consumer Customer will have no right to withdraw from this contract and receive a full refund once they have indicated that they acknowledge this and accepted the Licensor’s end-user licence agreement.
- 2.6 Where the Licensor confirms the details of the Licence in writing, the Customer shall be under a duty to bring any discrepancies to the Licensor’s notice within 3 days of receipt of the written confirmation or Administrator Authentication Email, and if the Customer fails to bring any such discrepancies to the Licensor’s notice within such time period, the Customer shall be bound by the details contained, mentioned or referred to in the Licence Order Form.
- 2.7 The Licensor’s employees or agents are not authorised to make any representations concerning any Licence or the Training Materials unless confirmed by the Licensor in writing. In entering into the Licence the Customer acknowledges that it does not rely on any such representations which are not so confirmed save that nothing in this Condition excludes the Licensor’s liability for fraudulent misrepresentation.
- 2.8 The Licensor shall not be obliged to grant a Licence to the Customer and reserves the right to refuse to accept from the Customer at its sole discretion.
- 2.9 Any typographical, clerical or other omission whether on the Site, in any sales literature, quotation, price list, acceptance of offer, invoice or other document or

information issued by the Licensor shall be subject to correction without any liability on the part of the Licensor.

- 2.10 The images and descriptions of the Training Materials on the Site are for illustrative purposes only. Although the Licensor has made every effort to ensure their accuracy, the Licensor cannot guarantee that they accurately reflect the appearance or functioning of the Training Materials on every computer. The operation of the Training Materials may differ from that shown.
- 2.11 Where free and trial materials are made available on the Site the Licensor has made every effort to ensure these accurately reflect the operation and quality of the Training Materials but does not guarantee that these materials will be identical to, or representative of, the Training Materials. The free and trial materials may differ from the Training Materials.
- 2.12 It is at the sole discretion of the Licensor what constitutes a Customer.

3. Licence

- 3.1 In consideration of the Price paid by the Customer to the Licensor, the Licensor grants to the Customer a Licence to use the Training Materials for the number of Users agreed in the Licence Order Form and in the Territory.
- 3.2 The Licence is granted for the Term, commencing on the date on which the Licensor sends the Administrator Authentication Email ("**Commencement Date**") to the Customer and expiring at midnight (GMT) on the day before the first anniversary of the Commencement Date in the case of a 12 month Term or at midnight (GMT) on the day before the second anniversary of the Commencement Date in the case of a 24 month Term ("**Relevant Anniversary**").
- 3.3 The Licensor will issue a Licence Renewal Form prior to expiry of the Licence, notwithstanding which it will be the responsibility of the Customer to request the Licence Renewal Form from the Licensor and the Licensor will accept no liability for failing to provide a Licence Renewal Form where the Customer has not requested such. If the Customer does not complete and return to the Licensor the Licence Renewal Form, and make payment of the Price current at that time in cleared funds, prior to the Relevant Anniversary the Customer will not be entitled to claim any renewal discount or equivalent incentive which the Licensor may have set out in the Licence Renewal Form or otherwise in writing. Notwithstanding the preceding sentence, no renewal discount or equivalent incentive will be valid if it has not been expressly notified by the Licensor to the Customer in writing.
- 3.4 Where a completed Licence Renewal Form is returned to the Licensor and payment of the Price in cleared funds made:
 - (a) on or before the Relevant Anniversary, the Licence will be extended by a further Term as set out in the Licence Renewal Form, commencing on the day immediately following the Relevant Anniversary of the Commencement Date;
 - (b) after the Relevant Anniversary, the Licence will terminate and a new Licence will be issued on the then current version of these Conditions and subject to any terms agreed in writing by the Licensor in the Licence Renewal Form, commencing on the day on which the Licensor confirms receipt of payment of the Price for the new Licence and for the avoidance of doubt, if payment of the Price is made after the Relevant Anniversary no discount or equivalent incentive shall be applicable to it and the Price current at that time will be applicable, notwithstanding the completion of a Licence Renewal Form prior to the Relevant Anniversary.

- 3.5 The Licensor reserves the right acting in its sole discretion, to vary the Relevant Anniversary or such other expiry or renewal date relevant to the Licence on the provision of written notice to the Customer. Any variation of the Relevant Anniversary or the date for the expiry or renewal of the Licence shall not extend the time for the use of any renewal discount which may have been offered by the Licensor unless also stated in writing and no renewal discount shall be available after the adjusted date for renewal or expiry of the Licence or the adjusted Relevant Anniversary, notwithstanding the fact that such period of time may reduce the time for which a renewal discount is available.
- 3.6 At the end of a Licence Term, which is not renewed the Licensor reserves the right to keep all Customer and User Account information for a period of up to 5 years. This is so a Licence may be easily re-instated for the Customer with the purchase of a new valid Licence.
- 3.7 Alternatively at the end of a Licence Term, the Customer can request the deletion of all information relating to their Licence in writing. The information will be deleted within 48 hours of receipt of this request.

4. Price

- 4.1 The Price is as stated on the Site or as notified to the Customer in writing by the Licensor.
- 4.2 Any Additional Charges are as stated on the Site or as notified to the Customer by the Licensor in writing from time to time.
- 4.3 The Licensor reserves the right to charge the Customer, as an Additional Charge, for any Support Services undertaken over and above those set out in the Licence Order Form and for any Support Services required as a result of any instructions supplied by the Customer being incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form.
- 4.4 The Licensor reserves the right to increase the rates at which Additional Charges are charged by giving written notice to the Customer or updating the charges set out on the Site at any time to take account of any increase howsoever arising, including but not limited to any increase in the cost of labour, utilities or to take account of any fluctuations in exchange rates, or alteration of duties as shall be reasonable in the circumstances.
- 4.5 Where the Customer is a Consumer Customer and the Licensor notifies them of an increase in the rates at which Additional Charges are charged, the Consumer Customer will have the right to terminate the Licence by providing written notice to the Licensor within 5 Working Days of receiving notification of such increase. For the avoidance of doubt, such cancellation will not entitle the Consumer Customer to a refund of the Price.
- 4.6 Unless otherwise stated in writing, the Price quoted is exclusive of VAT or any other sales tax which will be charged at the rate in force at the time of despatch.

5. Payment Terms

- 5.1 The payment terms in these Conditions apply save to the extent that they are inconsistent with any specific payment terms set out in the Licence Order Form or as otherwise agreed in writing between the parties.
- 5.2 Where the Customer uses the Site to purchase a Licence or a Licence Order Form is accepted by the Licensor, the Price and any applicable Additional Charges shall become due and payable immediately, notwithstanding the fact that the Licensor may not have invoiced the Customer. For the avoidance of doubt, the Licensor shall

not be obliged to provide the Customer with an Administrator Authentication Email until payment has been received in cleared funds, but may do so at the Licensor's sole discretion and subject to any payment terms set out by the Licensor in writing.

- 5.3 The Licensor shall be entitled to invoice the Customer for any Additional Charges which arise following the issue by the Licensor of the Administrator Authentication Email, as and when the Additional Charges arise.
- 5.4 The Customer shall pay each invoice from the Licensor without any set-off or other deduction and, where applicable, shall pay any invoices within 30 days of the Licensor's request for such payment ("**Due Date**"). The time of payment shall be of the essence of the Licence.
- 5.5 The Customer may make payment for the Price and where applicable any Additional Charges by cheque, through the Site or by telegraphic transfer into such bank account as notified by the Licensor in writing from time to time.
- 5.6 Unless otherwise agreed in writing any payment received by the Licensor from a Customer must be paid in pounds sterling where the Territory is the United Kingdom and a payment from a Customer located in a Territory other than the United Kingdom must be paid in US dollars. Payment made in any other currency or by any other method will not be deemed to be payment for the Licence, and the Customer will be liable for any additional Cost this may incur. The Customer will indemnify the Licensor for any Costs the Licensor may incur in converting any currency to pounds sterling or US dollars.
- 5.7 If the Customer fails to pay in full any invoice from the Licensor by the Due Date or in any other way breaches the terms of this Licence without prejudice to any other right or remedy the Licensor may have:
 - (a) any other invoices issued by the Licensor pursuant to the Licence or any other licence shall immediately fall due for payment; and
 - (b) the Licensor shall be entitled to:
 - (i) cancel or suspend the licensing of training materials to the Customer under any other licence arrangement;
 - (ii) where applicable, charge the Customer interest (both before and after any judgment) on the Unpaid Amount, at the rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time, which is currently 8% above the Bank of England's basic rate;
 - (iii) where applicable and only where the Customer is a Consumer Customer, charge the Consumer Customer interest (both before and after any judgement) on the Unpaid Amount at the rate of 2% above the Bank of England's basic rate. This interest will accrue on a daily basis from the Due Date until actual payment by the Consumer Customer;
 - (iv) appropriate any payment made by the Customer to any such other licences for Training Materials as the Licensor may think fit; and
 - (v) by notice to the Customer unilaterally vary payment terms for future Licences;
 - (c) the Customer shall indemnify the Licensor for all reasonable Costs that are reasonably incurred by the Licensor (either directly or indirectly or by a third party) in seeking or securing payment of any Unpaid Amount or otherwise pursuing any claim for damages for breach of this Licence. This

indemnity shall apply whether or not the Customer has been negligent or at fault. For the avoidance of doubt, the limitations set out in Condition 13 do not apply to the indemnity in this Condition 5.7 (c).

5.8 Unless otherwise agreed in writing by the Licensor, all queries from the Customer regarding any invoice must be received prior to the required payment date in Condition 5.4.

5.9 For the avoidance of doubt, time shall not be of the essence under this Licence save where it relates to the time for payment under this Condition 5.

6. Risk and Title

6.1 The Training Materials are licenced to the Customer, not sold, and no title to any Training Materials shall pass to the Customer under any circumstances.

7. Training Materials

7.1 The Training Materials are set out in the Licence Order Form and as otherwise described on the Licensor's Site.

8. Changes to the Training Materials

8.1 The Licensor reserves the right to change, modify, remove or replace any Training Materials at any point and without notice to the Customer in order to comply with any applicable software or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the Price for the Training Materials.

9. Support Services

9.1 The Licensor shall provide such Support Services as are set out in the Licence Order Form or as set out on the Site and confirmed in the Licence Order Form.

9.2 Any Support Services to be provided in accordance with Condition 9.1 shall be provided at the Licensor's sole discretion, acting reasonably at all times.

9.3 The Support Services shall be available during Working Hours only.

9.4 In order to provide the Support Services the Licensor shall make available to the Customer personnel reasonably skilled in the use of the Training Materials and upon a request for the Support Services, the Licensor shall use its reasonable endeavours to ensure that:

(a) where such request is made before 15:00 GMT or BST as the case may be on a Working Day, it will respond by the end of the next Working Day providing the Support Services or confirming when they will be provided; or

(b) where such request is made after 15:00 GMT or BST as the case may be on a Working Day or on a day which is not a Working Day, it will respond by on the end of the second Working Day following the Working Day on which the request is made providing the Support Services or confirming when they will be provided.

9.5 The Licensor may at its absolute discretion arrange for a third party or sub-contractor of equivalent standing and ability to provide the Support Services where necessary. In the event that this incurs an additional cost and is required as a result of the Customer's acts or omissions, the Licensor reserves the right to charge the Customer this cost as an Additional Charge.

9.6 The Customer shall be entitled to request additional Support Services beyond the provision of Condition 9.1, but the Licensor shall not be obliged to provide such

additional Services or to charge a fee based on the current list prices of the Licensor for such additional Support Services.

10. Access to the Training Materials

- 10.1 The Licensor does not provide the software which the Training Materials relate to and the Customer is responsible for ensuring its own access to such software.
- 10.2 The Customer is responsible for configuring their own information technology, computer programmes and hardware in order to access the Training Materials and should use their own virus protection software. The Licensor is not responsible for any failure to access the Training Materials as a result of the incompatibility of the Customer's computer programmes or hardware.
- 10.3 Whilst the Licensor endeavours to ensure that the Training Materials are normally available 24 hours a day, the Licensor shall not be liable if for any reason the Training Materials are unavailable at any time or for any period.
- 10.4 The Training Materials may not be available to all Users at the same time and the Licensor, acting reasonably, reserves the right to temporarily prevent up to half of the Customer's Users from accessing the Training Materials from time to time.
- 10.5 Access to the Training Materials may be suspended temporarily and without notice in the case of bandwidth shortage, system failure, maintenance or repair or for reasons beyond the Licensor's control.
- 10.6 If, for any reason, the Training Materials are defective or not accessible, the Licensor shall commence remedial work as soon as reasonably practicable in the circumstances, and shall use its reasonable endeavours to remedy any such problem, save that nothing shall require the Licensor to carry out such work outside Working Hours.
- 10.7 The Licensor may access any Administrator or User account for the purposes of amending any administrative or technical details, correcting errors, removing any redundant Administrator or User accounts and for any other reason which the Licensor, acting in its sole discretion, believes such access to be reasonably necessary.

11. Use of the Training Materials

- 11.1 The Customer is solely responsible for the appropriate use, and the Administrator's and User's appropriate use, of the Training Materials.
- 11.2 The Customer will co-operate with, and follow the reasonable instructions of, the Licensor in all matters relating to the Training Materials.
- 11.3 The Customer:
 - (a) may maintain Users up to the number permitted under the Licence;
 - (b) may not vary the Users, except on expiry of the Term where the Licence is to be renewed for a further Term or where the Licensor otherwise agrees in writing. For the avoidance of doubt neither Administrator or User accounts are transferrable at any point;
 - (c) may register no more than one email domain and suffix without the written agreement of the Licensor, for which an Additional Charge may be payable;
 - (d) may access the Training Materials, and allow Users to access the Training Materials, from a location other than their principal place of work

provided that this is within the Term of the Licence and such Users are permanent employees of the Customer at that time;

- (e) may copy any part of the Training Materials where such copying is an incidental result of accessing the Training Materials;
- (f) may copy any part of the Training Materials which is identified as available for download, provided that such copies are deleted on expiry of the Licence
- (g) may print any part of the Training Materials which is made available in a PDF or otherwise print-ready format, provided that the Customer prints only the minimum number of copies reasonably necessary and that such copies are destroyed on expiry of the Licence;
- (h) shall not make copies or print any part of the Training Materials save as set out in this Condition 11.3; and
- (i) shall not rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify any part of the Training Materials.

11.4 The Customer warrants that each Administrator and User will at all times:

- (a) keep confidential any user name or password to any other person or permit anyone else to access the Training Materials using their user name or password;
- (b) not disclose answers to questions to anyone else or permit anyone else to answer questions on their behalf where such questions form part of an assessed element of the Training Materials;
- (c) be a direct permanent employee of the Customer who is employed by the Customer to work within the Territory, save where the Licensor has given written permission;
- (d) not use the Training Materials for anything other than their intended purpose, as determined by the Licensor and including, but not limited to the requirements of this Condition 11;
- (e) not use the Training Materials for their own commercial gain; and
- (f) not use the Training Materials for any purpose which the Licensor, acting in their sole discretion, believes to be offensive, defamatory, discriminatory, intended to deceive others, promoting or constituting any illegal activity, likely to damage, disable, impair or compromise the Training Materials or the Licensor's systems or otherwise not an intended use.

11.5 The Customer warrants that the Administrator shall at all times:

- (a) send User Authentication Emails only to individuals who meet the requirements of this Condition 11;
- (b) not provide User Authentication Emails to any individual who does not have an email address with the suffix indicated in the Licence Order Form;
- (c) keep, and ensure that Users keep, confidential any user name and password assigned to them and shall be responsible for protecting and securing said user names and passwords;
- (d) shall maintain accurate and up-to-date records of the Users;

- (e) prevent, so far as is reasonably possible, any unauthorised or improper use of the Training Materials, including any use which is contrary to this Condition 11; and
 - (f) notify the Licensor of any actual or anticipated unauthorised or improper use of the Training Materials, including but not limited to use contrary to this Condition 11 or a User being or becoming affiliated with a competitor of the Licensor, as soon as the Customer or Administrator becomes reasonably aware of this.
- 11.6 The Licensor may, at its sole discretion and only where such permission is given in writing by the Licensor or by way of additional Administrator Authentication Emails, permit the Customer to have more than one Administrator where the Customer has requested such in writing.
- 11.7 The Administrator will be responsible for the day-to-day management of the Licence and, unless otherwise agreed in writing, any communication from the Licensor will be sent to the Administrator and deemed received by the Customer when sent to the Administrator, and communication from the Administrator received by the Licensor will be deemed to be communication from the Customer. Where more than one Administrator has been permitted by the Licensor, the Customer shall confirm to the Licensor in writing the Administrator with responsibility for the management of the Licence.
- 11.8 The Customer shall not make use of the Training Materials or any part thereof for any purpose which may reasonably be considered to be in competition with the Licensor's business, including, but not limited to, providing training relating to GIS software other than to Users, developing any training platform to deliver training on GIS software or providing the Training Materials to any other person engaged in any activity which may reasonably be considered to be in competition with the Licensor.
- 11.9 Where the Customer has access to any assessment materials as part of the Training Materials any assessment submitted to the Licensor during the Term will be marked and a certificate awarded to the User if they have met the required standard. The Licensor will not mark any assessment submitted outside the Term or guarantee to provide any specific feedback.

12. Customer Obligations

- 12.1 The Customer warrants that it will carry out any and all actions reasonably required by the Licensor for the purpose of providing the Training Materials and Support Services within a reasonable period of time.
- 12.2 Where the Customer has indicated that it is eligible for a specific form of Licence, including by virtue of being a registered charity, the Customer warrants that it is genuinely eligible for such Licence, and confirms that it will provide evidence of this if so requested by the Licensor.
- 12.3 If the Licensor's performance of the Support Services or its obligations under the Licence is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, the Licensor shall not be liable for any costs, expenses, losses or charges sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 12.4 Notwithstanding the provisions of Condition 12.3, the Licensor may charge the Customer as an Additional Charge for any additional reasonable costs and expenses incurred by the Licensor caused by the Customer's instructions, failure to provide instructions, or failure to comply with Condition 12.1.

- 12.5 The Customer shall not, without the prior written consent of the Licensor, at any time during the Term of the Licence or for 12 months following expiry of the Licence, solicit or entice away from the Licensor or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Licensor in the provision of the Training Materials.
- 12.6 Any consent given by the Licensor in accordance with Condition 12.5 shall be subject to the Customer paying to the Licensor a sum equivalent to 20% of the then current annual remuneration of the Licensor's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee or sub-contractor.

13. Warranties and Liability

13.1 Where the Licensor is not the creator of any Training Materials, the Licensor shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given to the Licensor.

13.2 Subject to the Conditions set out below the Licensor warrants that the Training Materials and Support Services will:

- (a) be free from material defects in quality or workmanship; and
- (b) comply substantially with any Licence Order Form. For the avoidance of doubt the Licensor may from time to time make changes to the Training Materials which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality of the Training Materials and Support Services; and
- (c) be performed by the Supplier with reasonable care and skill subject to the Customer complying with the obligations set out in Condition 12.1;

for the avoidance of doubt the warranty set out in this Condition 13.2 shall not extend to cover any materials not manufactured, designed, programmed or created by the Licensor for which Condition 13.1 shall apply.

13.3 Subject as expressly provided in these Conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, the Licensor makes no warranty as to the fitness of the Training Materials for any particular purpose even if that purpose is stated in the Licence Order. This exclusion includes recommendations or advice from the Licensor to the Customer relating to a specific enquiry. The Customer must satisfy itself as to the fitness for the purpose for which the Training Materials are intended.

13.4 The Customer shall indemnify and hold the Licensor harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by; the Licensor as a result of or in connection with any claim made against the Licensor in respect of any liability, loss, damage, injury, cost or expense sustained by the Licensor, or the Licensor's employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the use of the Training Materials as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this Licence by the Customer.

13.5 In the defence or settlement of a claim, the Licensor may at its sole discretion obtain for the Customer the right to continue using the Training Materials, replace or modify the Training Materials so that they are non-infringing or, if such remedies are not reasonably available, terminate the Licence without liability to the Customer. The

Licensor shall have no liability to the Customer in the event that the claim relates to an infringement which is based on:

- (a) a modification of the Training Materials by anyone other than the Licensor;
- (b) the Customer's use of the Training Materials is in a manner contrary to any instructions provided by the Licensor; or
- (c) the Customer's use of the Training Materials after the Licensor has notified the Customer of any alleged or actual infringement.

13.6 The Licensor does not warrant that the use of the Training Materials will be uninterrupted or error-free.

13.7 The Licensor has taken reasonable steps to ensure the Training Materials are virus free but does not warrant that there will be no viruses within the Training Materials.

13.8 The Licensor shall not be liable for a breach of any of the warranties in Condition 13.2 unless:

- (a) the Customer gives written notice to the Licensor of the breach within 3 Working Days of becoming aware of it; and
- (b) the Licensor is given a reasonable opportunity after receiving the notice of the defect and the Customer complies with any request from the Licensor to enable any examination of the Training Materials and remedy any such defect.

13.9 The Licensor shall not be liable for breach of warranty under Condition 13.2 if:

- (a) the Customer makes any further use of such Training Materials after giving notice under Condition 13.8; or
- (b) the defect arises because the Customer has failed to follow the Licensor's instructions (whether oral or in writing) as to the proper use of the Training Materials or (if there are none) good trade practice; or
- (c) the Customer alters the Training Materials or otherwise interferes with them without the written consent of the Licensor.

13.10 Where any valid claim in respect of the Training Materials is made by the Customer the Licensor shall be entitled at its option to:

- (a) correct the Training Materials (or the part of the Training Materials in question) found not to conform to warranty at the Licensor's cost;
- (b) re-perform the relevant part of any Support Services found not to conform to warranty at the Licensor's cost; or
- (c) at the Licensor's sole discretion, refund to the Customer the Price (or a proportionate part of the Price) of the relevant part of the Licence found not to conform to warranty,

and subject to Condition 13.12 the Licensor shall have no further liability to the Customer.

13.11 Subject to Condition 13.12, the Licensor's liability in connection with the Licence shall be as follows:

- (a) in respect of any loss of profits, loss of business, loss of goodwill, loss of anticipated savings or loss of use, the Licensor's liability shall be nil;
- (b) for any type of consequential, special or indirect loss or damage, the Licensor's liability shall be nil; and

- (c) in respect of all other direct loss (whether in contract, tort or otherwise) the Licensor's total liability under the Licence shall not exceed the applicable Price paid for the Licence in the Term during which the relevant loss arises in aggregate.
- 13.12 Nothing in these Conditions seeks to limit the Licensor's liability for personal injury or death caused by the Licensor's negligence in respect of which the Licensor's liability shall be unlimited.
- 13.13 Subject to Condition 13.12, the Licensor shall have no liability under these Conditions or otherwise if the Price and any Additional Charges have not been paid for by the Due Date.
- 13.14 Any claim by the Customer under this Condition 13 in respect of the Licence shall not entitle the Customer to withhold or delay payment in respect of any other licence in respect of which no such claim has been made whether or not those licences form part of the same consignment.

14. Warranties and Liability if the Customer is a Consumer

- 14.1 Where the Licensor is not the creator of any Training Materials, the Licensor shall use reasonable endeavours to transfer to the Consumer Customer the benefit of any warranty or guarantee given to the Licensor.
- 14.2 Subject to the Conditions set out below the Licensor warrants that the Training Materials and Support Services will:
 - (a) be free from material defects in quality or workmanship; and
 - (b) comply substantially with any Licence Order Form. For the avoidance of doubt the Licensor may from time to time make changes to the Training Materials which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality of the Training Materials and Support Services; and
 - (c) be performed by the Supplier with reasonable care and skill subject to the Consumer Customer complying with the obligations set out in Condition 12.1;

for the avoidance of doubt the warranty set out in this Condition 14.2 shall not extend to cover any materials not manufactured, designed, programmed or created by the Licensor for which Condition 14.1 shall apply.

- 14.3 The warranty set out in this Condition 14 is in addition to a Consumer Customer's legal rights in relation to Training Materials which are faulty or not as described. Advice about the legal rights of a Consumer is available from the Citizens Advice Bureau or Trading Standards Office.
- 14.4 The Licensor does not warrant that the use of the Training Materials will be uninterrupted or error-free.
- 14.5 The Licensor has taken reasonable steps to ensure the Training Materials are virus free but does not warrant that there will be no viruses within the Training Materials.
- 14.6 If the Training Materials do not conform with the warranties given in this Condition 14, the Consumer Customer will be entitled to request:
 - (a) a repair or replacement of the relevant part of the Training Materials; or, where the fault cannot be fixed within a reasonable time
 - (b) a refund of part or all of the applicable Price paid for the Licence in the relevant Term;

save that the Licensor is entitled to provide a refund under Condition 14.6(b) where it would be disproportionately expensive, time-consuming or complex to repair or replace the Training Materials.

14.7 If the Support Services do not conform with the warranties given in this Condition 14, the Consumer Customer will be entitled to request:

- (a) the repetition or repair of the relevant part of the Support Services; or, where the Support Services cannot be re-performed or repaired within a reasonable time
- (b) a refund of part or all of the applicable Price paid for the Licence in the relevant Term;

save that the Licensor is entitled to provide a refund under Condition 14.7(b) where it would be disproportionately expensive, time-consuming or complex to repair or re-perform the Support Services.

14.8 If any device or computer owned by the Consumer Customer is damaged as a result of their use of the Training Materials or the Support Services and such damage is caused by the Licensor's failure to act with reasonable care and skill, the Consumer Customer will be entitled to request:

- (a) a repair of the relevant device or computer; or, where such repair cannot be completed within a reasonable time
- (b) proportionate compensation to facilitate the replacement of such device or computer;

save that the Licensor is entitled to provide compensation under Condition 14.8(b) where it would be disproportionately expensive, time-consuming or complex to repair the relevant device or computer.

14.9 The Licensor shall not be liable for a breach of any of the warranties in Condition 14.2 or any other warranty the Consumer Customer may seek to rely on unless:

- (a) the Consumer Customer gives written notice to the Licensor of the breach within a reasonable period of time after becoming aware of it; and
- (b) the Licensor is given a reasonable opportunity after receiving the notice of the defect and the Consumer Customer complies with any request from the Licensor to enable any examination of the Training Materials and remedy any such defect.

14.10 The Licensor shall not be liable for breach of warranty under Condition 14.2 or any other warranty the Consumer Customer may seek to rely on if:

- (a) the Consumer Customer makes any further use of such Training Materials after giving notice under Condition 14.9; or
- (b) the defect arises because the Consumer Customer has failed to follow the Licensor's instructions (whether oral or in writing) as to the proper use of the Training Materials; or
- (c) the Consumer Customer alters the Training Materials or otherwise interferes with them without the written consent of the Licensor.

14.11 Subject to Condition 14.12, the Licensor's liability in connection with the Licence shall be as follows:

- (a) in respect of any loss of profits, loss of business, loss of goodwill or other loss related to any use of the Training Materials for business purposes, the Licensor's liability shall be nil; and

- (b) in respect of all other circumstances limited to a sum equal to the applicable Price paid for the Licence in the Term during which the relevant loss arises in aggregate.

14.12 Nothing in the Licence shall limit or exclude the liability of the Licensor for:

- (a) death or personal injury resulting from the Licensor's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded or limited by English law.

14.13 Any claim by the Consumer Customer under this Condition 14 in respect of the Licence shall not entitle the Consumer Customer to withhold or delay payment in respect of any other licence in respect of which no such claim has been made whether or not those licences form part of the same consignment.

15. Intellectual Property Rights

15.1 The Customer acknowledges that the Licensor is the owner or the licensee of all Intellectual Property Rights in the Training Materials. Under no circumstances shall any of the Intellectual Property Rights transfer to the Customer.

15.2 The Licensor grants to the Customer a non-exclusive licence (without the right to sub-licence) to use any Intellectual Property Rights in the Training Materials for the purpose of making reasonable use of the Training Materials.

15.3 The Customer shall indemnify and hold the Licensor harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by, the Licensor as a result of or in connection with any alleged or actual infringement, whether or not under English Law, of any third party's Intellectual Property Rights or other rights arising out of:

- (a) the Licensor's use of any materials provided by the Customer; or
- (b) the Customer's use of the Training Materials other than in accordance with the Licensor's instructions.

16. Protection of Confidential Information

16.1 Each party ('**Receiving Party**') shall keep the Confidential Information of the other party ('**Supplying Party**') confidential and secret, the Receiving Party shall only use the Confidential Information of the Supplying Party as necessary in relation to the licence of the Training Materials or the creation or modification of Training Materials under a Specification (in the case of the Licensor) or as necessary for the purpose of making reasonable use of the Training Materials (in the case of the Customer) and for performing the Receiving Party's obligations under the Licence. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this Condition 16, and ensure that they meet such obligations.

16.2 The obligations of Condition 16.1 shall not apply to any information which:

- (a) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
- (b) is, or becomes, publicly available through no fault of the Receiving Party;

- (c) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- (d) was developed by the Receiving Party (or on its behalf) without direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or
- (e) is required to be disclosed by order of a court of competent jurisdiction.

16.3 This Condition 16 shall survive termination or expiry of the licence.

17. Data Protection

17.1 In this Condition 17, "**Personal Data**" has the meaning given in the Data Protection Act 1998 as amended from time to time.

17.2 By submitting any Personal Data to the Licensor, the Customer agrees, and confirms the agreement of any Administrator or User, to the Licensor's collection, use and disclosure of such Personal Data in accordance with this Condition 17 and the Licensor's privacy policy as made available on the Site (https://www.gis247.com/docs/GIS247_End-User_Licence_Agreement.pdf) or in writing upon the Customer's written request.

17.3 The Licensor shall, to the extent that it processes any Personal Data belonging to the Customer:

- (a) maintain for the duration of the Licence such appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- (b) ensure all data is kept confidential;
- (c) not transfer any Personal Data to any third party or allow any third party to process Personal Data on the Licensor's behalf other than as notified to the Customer from time to time;
- (d) comply with any reasonable request of the Customer to amend, transfer, return or destroy the Personal Data or any part thereof;
- (e) inform the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted or otherwise unusable;
- (f) refer any complaint, notice or communication received in relation to the processing of the Customer's Personal Data to the Customer; and
- (g) comply generally with the Data Protection Act 1998 as amended from time to time.

18. Termination and Consequences

18.1 Without prejudice to any other remedies or rights whether under the Licence or otherwise, the Licensor may terminate the Licence at any time by written notice to the Customer and the notice taking effect as specified in the notice if:

- (a) the Customer commits a material or persistent breach of any of these Conditions, and (if such a breach is remediable), fails to remedy that breach within 30 days, or such other time period deemed appropriate by the Licensor at the time, of being notified in writing;
- (b) the Customer fails to pay any sum due by the Due Date, including any interest accrued, in full cleared funds in accordance with Condition 5

within 30 days, or such other time period deemed appropriate by the Licensor at the time, of being notified in writing;

- (c) the Customer suspends, or threatens to suspend, payment of its debts or makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
- (d) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of any property or assets of the Customer;
- (e) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (f) the Licensor reasonably apprehends that any of the events mentioned above is about to occur and notifies the Customer accordingly.

18.2 For the purposes of Condition 18.1(a), a breach shall be considered capable of remedy if the Customer can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

18.3 Upon termination of the Licence for any reason:

- (a) the Customer shall immediately pay to the Licensor all outstanding invoices, and in respect of any part of the Price and Additional Charges or other sums payable by the Customer but for which no invoice has been submitted, the Licensor may submit an invoice which shall be payable immediately on receipt;
- (b) each party shall return, delete or destroy all Confidential Information and all other information which has been provided to it by the other party belonging to that other party in whatever medium in accordance with the instructions of that other party;
- (c) all licences granted by these Conditions shall terminate, in particular all licences to use the Training Materials and those licences granted under Condition 15;
- (d) the Customer shall immediately and permanently delete all copies of the Training Materials which it possesses, regardless of the medium on which such copies are stored, and shall provide the Licensor with a written statement confirming such deletion has taken place within a reasonable time upon the Licensor's request; and
- (e) the accrued rights and remedies of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

19. Force Majeure

19.1 The Licensor shall not be liable to the Customer or be deemed to be in breach of this Licence by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Licence, if the delay or failure was due to any cause beyond the Licensor's reasonable control such as (but without limitation) any strike, lock-out or other form of industrial action, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of

plant or machinery, fire, flood, storm or default of suppliers or sub-contractors or inability to procure materials required for performance of the Licence.

- 19.2 The Licensor shall promptly notify the Customer in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, the Licensor may terminate the Licence by written notice to the Customer.

20. Notices

- 20.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that 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. Any notice:

- (a) sent by post shall be deemed served on the next Working Day following posting where the notice is sent and received within the United Kingdom, or 7 Working Days following posting where the notice is sent and/or received outside of the United Kingdom;
- (b) delivered personally shall be deemed served at the time of personal delivery, provided the same occurs on a Working Day; and
- (c) sent by email shall be deemed served at the time of transmission provided that the transmission occurs on a Working Day and a confirmatory copy of the email is sent by post within 24 hours of transmission of the email.

- 20.2 To prove service it shall be sufficient to show that the email was transmitted to the email address of the other party or that the envelope containing the notice was properly addressed and posted.

21. Alternative Dispute Resolution

- 21.1 Alternative dispute resolution (“ADR”) is a process by which an independent body will consider the facts of a dispute and seek to resolve them without the need for a court.

- 21.2 Where the Customer is a Consumer Customer and they are dissatisfied with the handling of any complaint by the Licensor they can contact the Licensor at admin@gis247.com or use the EU Online Dispute Resolution Platform ([here](#)) to seek a resolution. For the avoidance of doubt, the Licensor does not undertake to take part in any ADR process and will notify the Consumer Customer on a case-by-case basis of its agreement or otherwise to take part in any ADR process.

22. Entire Agreement

- 22.1 Each Licence constitutes the entire agreement between the parties in relation to its subject matter, supersedes 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.

23. No Partnership or Agency

- 23.1 Nothing in the Licence is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for or to bind another party in any way.

24. Further Assurance

24.1 Each party to the Licence shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of the Licence or to make it easier to enforce.

25. Assignment

25.1 The Licensor may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Licence. The Customer shall not, without the prior written consent of the Licensor, assign, transfer, charge, sub-contract or deal in any manner with all or any of its rights or obligations under the Licence.

26. Severance

26.1 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 shall remain in full force and effect.

27. Waiver

27.1 A waiver of any right or remedy under the Licence is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by the Licensor to exercise any right or remedy provided under the Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

28. Cumulative Remedies

28.1 All rights and remedies available to either of the parties under the terms of the Licence or under the general law are to be cumulative, and no exercise by either of the parties of any such right or remedy is to restrict or prejudice the exercise of any other right or remedy granted by the Licence or otherwise available to that party.

29. Third Party Rights

29.1 A person who is not a party to the Licence will not have any rights under any term of the Licence.

30. Governing Law and Jurisdiction

30.1 The Licence, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England.

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