

**SITE LICENCE FOR [www.talkingjobs.net](http://www.talkingjobs.net)  
PART OF PERISCOPE PROJECTS LIMITED  
(Company No. 05143526)**

**STANDARD SITE LICENCE AGREEMENT  
FOR SCHOOLS/ORGANISATIONS**

The copyright and other intellectual property rights in the website at [www.talkingjobs.net](http://www.talkingjobs.net) ("the Website") and related audio-video materials and its associated documentation are owned by Periscope Projects Limited ("Periscope").

These terms and conditions apply to all licences to use the Website which are granted by Periscope from time to time to schools and similar organisations.

**As laid out in clause 1(2) no school or organisation may distribute their login details across multiple locations, in effect cascading one 'site licence' across multiple sites. If in doubt about licensing, please make contact to discuss your school or organisation's requirement.**

**1 LICENCE**

- (1) The School/Organisation is permitted to access and use the Website using the login details given to it for the purpose.
- (2) The licence hereby granted to the School/Organisation includes a licence for the following persons to access and use the Website from any location:-
  - (a) The person within the School/Organisation who has responsibility for setting up and maintaining the School/Organisation's account with Periscope for the use of the Website ("the Primary Contact");
  - (b) Any teachers or careers advisers who teach careers or careers-related subjects at the School/Organisation; and
  - (c) All current pupils/end users of the School/Organisation.

Provided that all permitted users fall into at least one of the these categories, there is no maximum number of permitted users of the Website under the licence hereby granted to the School/Organisation.

The licence hereby granted is restricted to use of the Website by Schools or other educational-related Organisations and their pupils or staff. Except with the prior written agreement of Periscope, or as expressly stated in this Agreement, no licence is given to any licensee to sub-license or assign the use of the Website to any other persons. Periscope reserves the right to suspend the use of the Website by any person who in its absolute discretion it believes is not properly authorised under the terms of this Agreement.

- (3) The licence given in (1) and (2) above is granted subject to the following conditions:-
- (a) before the School/Organisation's login details are given to any of the persons listed in (2) above, the School/Organisation must ensure that those persons are made aware of the requirements of Periscope that:-
    - (i) the School/Organisation's login details must not be disclosed to anyone other than persons falling within the categories of permitted persons listed at (2) above;
    - (ii) no unauthorised use or copying of the Website content shall be permitted.
  - (b) the School/Organisation shall take all reasonable steps to ensure that all users to whom it has (directly or indirectly) given access to the Website comply with Periscope's requirements as set out in (3) (a) above.
- (4) The licence given in (1) and (2) above shall be a site licence for the School/Organisation to permit access to the Website to all persons falling within the categories listed in (2) above and to use the Website solely for the purpose of providing careers-related educational services or as part of the curriculum of the School/Organisation. The School/Organisation shall not permit and shall take all reasonable steps to prevent any unauthorised access to or use of the Website and related materials and documentation by persons for whom it is responsible.
- (5) The licence in (1) and (2) above includes a right for teachers of the School/Organisation to download and print lesson plans and certain other materials from the Website solely for use as teaching aids whilst teaching in the School/Organisation provided always that clear acknowledgement is given of Periscope's ownership of the copyright in such materials.

## **2 DURATION OF THIS AGREEMENT**

- (1) Subject to clause (2) below, this Agreement is for a minimum fixed period of 12 or 24 or 36 months (as selected by the School/Organisation) from the date on which the School/Organisation first activates its account ("The Start Date"). Except in the event of fundamental breach by Periscope, this Agreement is not capable of cancellation by the School/Organisation other than at the expiry of the selected fixed period. This Agreement will also terminate if you fail to abide by its terms. Upon termination you agree to destroy all copies of the talkingjobs.net documentation in your possession or under your control.
- (2) If the School/Organisation does not pay Periscope's properly rendered invoice for any fees payable under this Agreement on or before its due date for payment (which is 30 days from date of invoice), then Periscope's may terminate this Agreement by written notice at any time after the due date for payment of the relevant invoice has passed.

### **3 OWNERSHIP**

Periscope shall at all times retain ownership of the intellectual property rights in the Website and related documentation. This Agreement applies to the grant of the licence contained herein only. Periscope's warranties and support service under this Agreement are available only to the School/Organisation and (and in the case of support) to the Primary Contact only.

### **4 WARRANTIES**

Periscope warrants that the Website will perform substantially in accordance with its intended purpose. If Periscope is notified of significant functional errors in the Website during the period of 90 days after the Start Date, it will correct any such demonstrable errors in the Website within a reasonable time or (at its option) provide or authorise a refund. The School/Organisation acknowledges that the Website may not be free of bugs or errors and agrees that the existence of any minor errors shall not constitute a breach of this Agreement.

Periscope does not endorse or in any way accept responsibility for the views expressed by individual interviewees on the Website.

The above provisions represent the School/Organisation's sole remedies for any breach of Periscope's warranties which are given only to the School/Organisation which was the original registered user and not to any staff or pupils of the School/Organisation.

The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.

Periscope does not warrant that the Website will meet the School/Organisation's requirements, or those of its teachers or pupils, or that the access to and use of the Website will be uninterrupted or error-free or that defects in the Website will be corrected. In no event will Periscope be liable to the School/Organisation or anyone else for any indirect or special loss or damage of any kind (except personal injury or death resulting from Periscope's negligence or breach of this Agreement), nor for any form of lost profits or consequential loss arising from the School/Organisation's or anyone else's use of or inability to use the Website or from errors or deficiencies in it whether caused by negligence or otherwise. Periscope shall also not be liable for any failure of the Website to provide any functions not specified in its associated documentation. In respect of any other claim, in no event shall Periscope's liability exceed the amount paid by the School/Organisation for the Website.

### **5 SUPPORT**

Periscope will endeavour to answer any technical queries which the School/Organisation may have regarding the use of the Website for a period of 90 days after the Start Date.

Support issues and any questions concerning this Agreement or the Website should either sent by post to Talking Jobs at PO Box 164, Lewes, East Sussex, BN7 9EW or raised with Periscope via the other contact points specified on the Website.

## **6 WAIVER OF REMEDIES**

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

## **7 ASSIGNMENT**

Save as expressly provided in this Agreement, the School/Organisation shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Periscope.

## **8 NOTICES**

All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address in England as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when despatched.

## **9 EVENTS OUTSIDE PERISCOPE'S CONTROL**

- (1) Periscope will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by an event outside its reasonable control (**Force Majeure Event**).
- (2) A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Periscope's reasonable control and includes in particular (without limitation) the following:-
  - (a) strikes, lock-outs or other industrial action;
  - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - (e) impossibility of the use of the internet or any other public or private telecommunications networks;

- (f) temporary suspension of service on the part of the hosting company which hosts the Website;
  - (g) the acts, decrees, legislation, regulations or restrictions of any government.
- (3) Periscope's performance under this Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and it will have an extension of time for performance for the duration of that period. Periscope will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under this Agreement may be performed despite the Force Majeure Event.

## **10 ENTIRE AGREEMENT**

- (1) This Agreement and any document expressly referred to in it represent the entire agreement between Periscope and the School/Organisation in relation to the licensing of the Website and supersedes any prior agreement, understanding or arrangement between them whether oral or in writing.
- (2) Each party acknowledges that, in entering into this Agreement, neither of them has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between them before entering into this Agreement except as expressly stated in this Agreement.
- (3) Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date they entered into this Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in this Agreement.

## **11 LAW**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

## **12 DISPUTES**

Any dispute which may arise between the parties concerning this Agreement shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of the English Courts for such purpose.

## **13 THIRD PARTIES**

It is not the intention of either Periscope or the School/Organisation to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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