



Terms & Conditions for the Licensing of the Personal Development Point Training Programmes

- (1) The Licensor has devised and developed a training and support programme with respect to enabling individuals to change attitudes and to become more committed to projects, their work or their education.
- (2) The Licensor owns the intellectual property rights in the Works listed in Schedule 1.
- (3) The Licensee wishes to have the right to provide the Personal Development Point training and support programme to its staff and students (the Project as detailed in Schedule 2).
- (4) The Licensee wishes to use the Works listed in Schedule 1 in the delivery of the Project.
- (5) The Licensor wishes to grant a licence to the Licensee to use the intellectual property rights in the Works in accordance with these Terms so that the Licensee may deliver and/or make use of the Project.
- (6) The Licensor shall train members of the Licensee's staff so that they may deliver the Project to the Licensee's students during the Term.
- (7) The terms and conditions ("Terms") shall be deemed fully incorporated into the Agreement and shall take precedence and priority over any other terms and agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1. In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	means the licensing agreement for use of the Personal Development Point Training Programmes.
"Effective Date"	means the date set out in the Agreement;
"Fees"	means the fees payable by the Licensee to the Licensor as set out in the Agreement;
"Licensed Rights"	means the copyright subsisting in the Works and the right to use the Trademark in association with the promotion and delivery of the Project;
"Project"	means the use to which the Licensee will put the Works and the Licensed Rights as set out in the Agreement;
"Term"	means the duration of the licence as set out in the Agreement;



“Trademark” means the Personal Development Point;

“Works” means the works listed and attached to the Agreement including without limitation the Licensor’s Happy Centred resource materials, training materials, designs, lesson plans, planning sessions and themes.

2. Unless the context otherwise requires, each reference in these Terms to:
 1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic or similar means;
 2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 3. “these Terms” is a reference to these terms and conditions;
 4. a Clause or paragraph is a reference to a Clause of these Terms (other than the Schedules) or a paragraph of the relevant Schedule; and
 5. a "Party" or the "Parties" refer to the parties to the Agreement and these Terms.
3. The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of these Terms.
4. Words imparting the singular number shall include the plural and vice versa.

2. Grant of Rights

In consideration of the payment of the Fees the Licensor shall grant to the Licensee a non-exclusive licence (the “Licence”) during the Term to use the Licensed Rights and the Works for the Project only (the “Licence”).

3. Scope of Licence

1. The Licensee may during the Term only undertake the Personal Development Point training and support programmes for its staff and students using the Licensed Rights and Works.
2. The Licensee may during the Term only use the Trademark on its materials, website and social media in association with the Project only.
3. The Licensee may not:
 1. use the Licensed Rights or the Works for any purposes other than those which are related to the Project;
 2. use the Licensed Rights or the Works in any manner outside the Licensee’s business;
 3. disclose the details of the Licensed Rights or provide copies of the Works to any third party outside of the Licensee’s business;
 4. use the Licensed Rights and/or the Works following termination of these Terms; or



5. use any part of the Works that is not covered by the Licence or that falls outside of the definition of the Works.

4. Training & delivery

- 4.1 The Licensor shall provide in each year during the Term, training sessions for the number of members of the Licensee's staff as set out in the Agreement so that they may be able to deliver the Project effectively throughout the Term.
- 4.2 The Works shall be delivered to the address as set out in the Licensee's order.

5. Payment

The Licensee shall pay the Fees in the amounts and on the times as set out in Schedule 3 of these Terms.

6. Licensee's Warranties & Undertakings

The Licensee hereby warrants and represents that:

1. it has the right to enter into the Agreement and these Terms;
2. it shall pay all sums due under the Agreement in accordance with Clause 5;
3. it shall not exceed the rights granted by these Terms;
4. it shall cease immediately to use the Works and the Licensed Rights on termination of the Agreement;
5. it shall not bring the Trademark or the Licensor into disrepute;
6. it shall not during and/or after the Term seek to use or register as a trademark or brand, any name or styling that is the same or similar to the Trademark, branding or the name of the Licensor's Works;
7. it shall notify the Licensor immediately of any known or suspected infringement by any third party of the Trademark or the Works.

7. Indemnity

The Licensee shall indemnify and hold harmless the Licensor against any claim, loss, damage, proceedings, settlement, costs or expenses howsoever arising, directly or indirectly, as a result of any breach or non-performance by the Licensee of any of its obligations, undertakings or warranties as set out in these Terms.

8. Term and Termination

1. The Agreement shall come into force on the Effective Date and shall continue in force for the period set out in the Agreement.
2. The Licensor has the right to terminate the Agreement immediately by written notice if the Licensee:
 1. has committed a material breach of the Agreement and/or these Terms, unless such breach is capable of remedy in which case the right to terminate immediately will be exercisable if the Licensee has failed to remedy the breach within 30 days after a written notice to do so. For the avoidance of



doubt a breach of clause 6 shall be deemed a material breach of the Agreement;

2. has a receiver appointed of any of its assets or property;
 3. holds a meeting of its creditors or proposes, enters into any arrangement, moratorium or composition with or for the benefit of the same (including any voluntary arrangement as defined by the Insolvency Act 1986) or, (being a company), becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 4. has (being an individual or firm) a bankruptcy order made against it or (being a company) goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that Party under these Terms); or
 5. ceases, or threatens to cease, to carry on business.
3. Any and all obligations of the Licensee which either expressly or by their nature continue beyond the termination, cancellation or expiration of these Terms shall survive termination under this Clause 8.

9. Consequences of Termination

1. On termination of the Agreement the Licence shall be revoked in its entirety and the Licensee shall not use the Licensed Rights and/or the Works without the express prior written consent of the Licensor.
2. Immediately following termination the Licensee shall pay to the Licensor any and all outstanding payments due to the Licensor in accordance with the Fees.

10. Notices

1. All notices under these Terms shall be in writing and be deemed duly given if signed by the Party giving the notice or by a duly authorised officer thereof, as appropriate.
2. Notices shall be deemed to have been duly given:
 1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.
3. All notices under these Terms shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

11. Force Majeure

Neither Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of



terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

12. No Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

13. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.

14. Law and Jurisdiction

The Agreement and these Terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales whose courts shall have exclusive jurisdiction.