

COFFEE CUP TRAINING SUPPLY AND LICENCE TERMS

This document sets out the terms and conditions for the supply and license of products (“the Terms”), which apply to all customers who deal with the Coffee Cup Training in the course of their business. These Terms apply to all orders accepted by Coffee Cup Training on or after 1 January 2012.

Copying and lending is illegal!

Please remember that you cannot copy any Coffee Cup Training programmes for any reason, including transferring existing video products to DVD or to computer systems. You cannot transmit the programmes over open or closed circuit television, computer networks, cable or satellite systems without our permission.

You must not charge an admission fee to view the programmes or advertise their display outside your organisation. Nor can you lend, rent, sell or give the programmes to anyone outside your organisation without the permission of the copyright holder.

Please contact us to discuss special licensing options and trade in of old formats.

Definitions

- **“Licence”** means the rights licensed from us to you for your use of the Products in accordance with Part B of these Terms;
- **“you” / “your”** means the organisation or individual specified in the relevant Order Confirmation;
- **“Order Confirmation”** means the order confirmation document issued by us accepting and detailing your order for Products;
- **“Product”** means a product supplied under these Terms, as set out in an Order Confirmation (including any accompanying or ancillary materials supplied with such product); and
- **“we” / “us” / “our” / “Coffee Cup Training”** means a brand owned by That's Clever Limited.

These Terms govern the agreement between us and you for the supply (by sale or rental, as specified in the Order Confirmation) of Products to you, for which we grant you a non-exclusive Licence to use such Products in accordance with the terms set out herein.

PART A – OUR SUPPLY OF PRODUCTS TO YOU

1. Acceptance of Orders

An agreement is only made for the supply and use of Products when we accept your order and issue an Order Confirmation.

Acknowledgement of receipt of orders will be given entirely at our discretion, but will not constitute acceptance.

2. Cancellation of Orders

If you wish to cancel an accepted order you must provide us with notice in writing, to be received no less than three working days before the due despatch date. Otherwise you cannot cancel contracts for Products, and Products can only be rejected in the event of a defect as set out in Clause 8.

Please note you cannot cancel an accepted order for sale stock.

3. Price

The price payable by you for Products shall be as agreed and set out on the Order Confirmation, failing which it shall be Coffee Cup Training published prices applicable at the time of despatch of the Product.

Prices quoted do not include VAT and delivery costs (unless expressly stated).

4. Payment

Payment for rental orders which are made less than three working days prior to the requested despatch date must be made at the time of placing the order, by a guaranteed method (for example, credit card).

We may, at our sole discretion, issue you with credit facilities when placing any order. Where credit is not offered you must pay the full price as set out in Clause 3 at the time of placing the order.

Where credit is offered, payment is due within 30 days of the date of our invoice, without any withholding, set-off or other deduction. If you fail to make payment within 30 days of the invoice date, then, without prejudice to our other rights and remedies, we may suspend your Licence to use the Product until such time as payment is received. Interest will be due

on all late payments, before as well as after judgment, at the rate of 1.5% per month. No payment shall be deemed to have been received until we have received cleared funds.

5. Delivery

Subject as set out in this Clause 5, and subject to your obligations to pay for Products as set out in Clause 4, we will use all reasonable endeavours to despatch Products on the agreed despatch date, to the address set out in the Order Confirmation.

We may at any time notify you of delays in the despatch or delivery of Products, and may, at our discretion, amend the despatch or delivery dates accordingly. Under no circumstances shall time be considered of the essence in relation to despatch or delivery of Products. You will be responsible for all delivery costs and charges, including an express delivery surcharge for Products ordered less than three working days prior to the despatch date.

You must notify us of late delivery or non-delivery before close of business on the working day immediately following the scheduled delivery date, failing which the Product will be deemed received at the date and time scheduled.

6. Risk and Care of Product

Risk in Products shall pass on delivery. In the case of rental of Products, you must keep and maintain each Product in a safe and secure manner, free from all damage. You will be liable for the full cost of replacement of Products in the event of loss or damage, howsoever caused or arising.

7. Product Warranties

Unless stated elsewhere in these Terms, Coffee Cup Training makes no warranties or representations, either express or implied, in relation to any Product's completeness, accuracy, quality (save as set out in Clause 8) or fitness for a particular purpose (whether advised to us or not).

In particular, you are fully responsible for ensuring that the format in which the Product is supplied is compatible with and suitable for use in conjunction with your video, DVD player, computer, mobile device or

other relevant system and is otherwise fit for the purpose intended by you, and that it is suitably stored and maintained.

We shall not be liable for any losses, costs or expenses incurred by you through damage to your video, DVD player, computer, mobile device or any other system used by you (including without limitation any software or data stored on such system) or otherwise resulting from your failure to ensure such compatibility, suitability or fitness.

The Products provide advice and training in a variety of business practice. You acknowledge, however, that the advice is general in nature, and you are solely responsible for you and your employees' operation of your business, and the decision to implement any practices featured in the Products.

8. Defective Products

You must notify us within 20 working days of the delivery date of any manufacturing defects in the media on which the Products are supplied, and promptly return such defective Products to us. We will replace, on a like-for-like basis, any such defective Products. You agree that this is your sole remedy in respect of defects in the Products.

PART B – YOUR LICENCE TO USE THE PRODUCTS

9. Scope of Licence

Your Licence permits you to use or make available the Product for education and training purposes to your officers, employees and those persons whose services are contracted principally to you ("Permitted Users").

You may not use the Products to train any other persons, including external third parties, without an appropriate licence from us. All rights not expressly granted to you in these Terms are reserved.

10. Evaluation copies

Where you have access to a Product for evaluation purposes you may only use the Product to evaluate its suitability for training Permitted Users. You shall not use or make the Product available to any persons

(including Permitted Users) except those strictly required for the purposes of so evaluating the Product.

11. Restrictions on Use

The Products contain the intellectual property of Coffee Cup Training and/or one or more third parties, which is protected by law. You must not:

(i) copy or duplicate a Product in whole or in part (except as strictly required to use the Product, provided that no permanent copies are retained, or as specifically permitted in copies of printed materials supplied or otherwise as permitted by us in writing);

(ii) in the case of a CDROM Product, disassemble, decompile or reverse engineer the software (except as strictly required to use the Product, provided that no permanent copies are retained, or as specifically permitted in copies of printed materials supplied or otherwise as permitted by us in writing);

(iii) translate, edit, amend, modify or add to a Product or incorporate it with other material; or

(iv) sell, rent, lend, give or sub-license a Product (whether for reward or otherwise).

12. Other Restrictions

You must not charge an admission fee for viewing a Product or advertise its use outside your organisation. You may only make an audiovisual Product available at any one time on a single screen and must not exhibit or disseminate a Product by any means of terrestrial, satellite, cable or other broadcast or by any means of network or electronic transmission, without our written agreement.

13. Term

Your Licence to use the Product shall continue:

(i) in the case of a rental or evaluation, for the fixed period stated in the Order Confirmation; or

(ii) in the case of a sale, perpetually unless terminated earlier.

14. Termination

We shall be entitled at any time (without prejudice to our other rights and remedies) to terminate your Licence if:

- (i) you commit a material breach of the Licence or these Terms;
- (ii) you go into liquidation or are the subject of any action or proceeding under bankruptcy or insolvency law (including the appointment of a receiver or administrative receiver); or
- (iii) your copy of the Product supplied becomes unfit for use whether through normal wear and tear or otherwise. On termination or expiry of the Licence, howsoever caused, you must return the Products to us at your own cost within seven days and cease to use the content provided by this website.

15. Return of Rental Products

You must ensure that rental Products are returned to us by no later than the date specified in the Order Confirmation. Return shall be made by a carrier chosen by us, at your risk and cost. You acknowledge that no carrier will consider a claim for loss or damage in transit unless a receipt of collection or a proof of delivery certificate has been obtained by you.

16. Late Return of Rental Products

Where you fail to return a Product to us in accordance with Clause 15 you will pay the daily rental fee for that Product at our then current list price for each day the Product remains outstanding.

PART C – GENERAL TERMS ABOUT OUR RELATIONSHIP

17. Our Liability to You

Save in respect of

- (i) death and personal injury arising from the negligence of Coffee Cup Training and/or its employees,
- (ii) fraudulent misrepresentation, and

(iii) any other liabilities whose limitation is excluded or restricted by statute, our aggregate liability to you for all claims under this Agreement shall in no event exceed the total amount of sums paid by you in respect of the Product or Products giving rise to such claims.

We shall not be liable for any special, indirect or consequential loss or damage arising from or in any way connected with the supply, failure to supply, use of or inability to use a Product whether in contract, tort, negligence or under any statutory duty or otherwise including, without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss, even where we have been advised of the possibility of such loss or damage.

18. Your Indemnity to Us

You agree to indemnify and hold us harmless against any cost, damage, loss, liability or expense arising out of the breach of the Licence or these Terms by you or any loss, damage, alteration or modification of the Product caused by you.

19. Force Majeure

We will not be liable to you for any delay or non-performance of our obligations under these Terms, the Licence or otherwise arising from any cause or causes beyond our reasonable control including, without limitation, any of the following: war, riot, civil war, fire, flood, act of God, strikes, labour disputes, weather conditions, transport failure.

20. Performing Right Society

You will be responsible for acquiring any licenses and paying any fees required by the Performing Right Society, Mechanical Copyright Protection Society or any other similar body arising from the exercise by you of your rights under this Licence.

21. Restriction on Export

Save as otherwise permitted by law, you may not export the Product or view it outside the country to which it is initially delivered without our prior written consent.

22. No Variation

These Terms apply to the exclusion of any conditions of business used by you or purported to apply under any purchase order or any other document issued by you, and to the exclusion of any written or oral representation made by any person before or at the time the contract is entered into, save as agreed in writing by a duly authorised officer of M Learning Zone.

23. Non-Transferability

The Licence is personal to you and your rights under these Terms may not be assigned, sub-licensed, transferred, alienated or shared in any way with any of your parent, subsidiary, holding, associated or related companies or any other third party without our express prior written consent.

24. Third Party Rights

These terms shall not be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party, other than any owners of the intellectual property comprised in a Product.

25. Governing Law

The construction, validity and performance of an Order Confirmation, a Licence and these Terms shall be governed by the laws of England and Wales and you and we each submit to the nonexclusive jurisdiction of the English courts. The BS5750/ISO9000 registration applies to the design, production and distribution of learning resources and customized learning solutions.

Emails and telephone calls to and from the Coffee Cup Training Group may be recorded for training and quality purposes.