



Site Policy Agreement

SITE POLICY AGREEMENT

This Agreement relates to the Loreus Site ("The Site") and all the materials it contains.

Your right as an End User to use the Loreus Site and the e-learning courses, tests, software programs and the other material it contains is subject to the terms set out below. By registering on this Site and accessing the courses and materials signifies your acceptance of the terms and conditions set out below. Therefore, please read them carefully before proceeding.

If you do not agree to be bound by the terms and conditions of this Agreement, you should proceed no further.

- (A) Loreus Limited (registered number 4604106) whose principal place of business is at Loreus House, 15, Green Lane, Clifton, Nottingham, NG11 9HT ("**Loreus**") is the proprietor of the courses and software, details of which are set out in Annex I.
- (B) Loreus hereby agrees to licence the use of certain aspects of the Site and the courses, tests, software and their accompanying documentation to you as the End User on the terms and subject to the conditions set out in this Agreement.

I. DEFINITIONS

I.1 In this Agreement the following words and expressions will have the following meanings:

"Courses" means the courses contained within the Site and all the associated materials such as e-learning presentations, tests, certificates, manuals, exercises and audit criteria.

"Software" means the Review Software as outlined in Appendix I.

"Intellectual Property Rights" means any intellectual property rights ("**IPR**") of any description including but not limited to copyright, know-how, database right, design rights (registered or unregistered), trademarks, system and software comprised within it, patents or other similar rights, marketing and sales policies and information, price lists, pricing structures, credit management policies and procedures, payment policies and procedures; business plans; suppliers and their production and delivery capabilities; customers and details of their particular requirements; financial information and plans; product lines (including but not limited to EcoCampus, EcoCollege, EcoHealth); and the development of new products; any information given in confidence by clients, customers, suppliers or any other person; information about officers and employees; production or design secrets including - technical design, specifications or formulae of products; graphic or machine readable information, computer programs, code, algorithms, know-how, formulas, processes, architecture, ideas, inventions (whether patentable or not), schematics, and other technical, business, sales, operational, customer financial and product development plans, forecasts, strategies and any information marked 'confidential' or which you might reasonably expect to be regarded as confidential, or which may be regarded by Loreus Ltd as 'Confidential'.

- 1.2 The headings in this Agreement are inserted only for convenience and shall not affect its construction.
- 1.3 Where appropriate words denoting a singular number only shall include the plural and *vice versa*, and words denoting the masculine gender shall include the feminine and *vice versa*.
- 1.4 Reference to any statute or statutory provision includes a reference to the statute or statutory provisions as from time to time amended, extended or re-enacted.
- 1.5 This Agreement and Appendix I constitute the entire agreement between the parties and shall not be varied or amended except by an instrument in writing signed by all parties.

2. LICENCE AND RESERVATION OF RIGHTS

- 2.1 Loreus hereby grants to the End User and the End User hereby accepts a non-exclusive and non-transferable licence to use the Sites and the Courses during the continuance of this Agreement.
- 2.2 The End User acknowledges that it is licensed to use the Sites and the Courses in accordance with the express terms of this Agreement and as permitted and instructed by Loreus but not further or otherwise.
- 2.3 From time to time during the term of this Agreement the licensee agrees to receive marketing, advertising, or other promotional content and/or materials about similar products and services from Loreus Ltd. By submitting your details, you are indicating your consent to receiving marketing emails from us.
- 2.4 We are committed to maintaining your Information in accordance with the requirements of the Data Protection Act 1998 and will take all reasonable steps to ensure that all personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with this Agreement, your Information will not be passed to anyone without your permission.

3. TERM

This Agreement shall continue for the period agreed between Loreus and the End User subject always to prior termination as hereinafter specified. Save as specified in the following sentence, the End User's access to the Site will be cancelled automatically on the termination or expiry of this Agreement.

4. CHARGES AND PAYMENT

The sums payable by the End User to Loreus for the right to use the Site under the terms of this Agreement constitute the consideration for the rights granted to the End User by this Agreement.

5. WARRANTY AND LIABILITY

- 5.1 Loreus warrants to the End User that the Site, if properly used by the End-User, for a period of 12 months from the date of first use by the End User, will provide the facilities and functions described in Annex I. The End User acknowledges that the Site is of such complexity that it may contain certain defects, and the End User agrees Loreus's sole liability and the End User's sole remedy in respect of any breach of the said warranty shall be for Loreus to provide corrections whether by patch, bug fix, work around or otherwise of documented program errors within such reasonable time frames required by the End User. If Loreus fails (other than through the act or default of the End User) within a reasonable time to make such corrections its liability therefore shall be limited to a sum

equal to the last annual licence fee paid by the End User pursuant to this Agreement. This warranty is only applicable if:

- 5.1.1 the Site is used in accordance with the documentation/user advice given by Loreus;
 - 5.1.2 the Site is operated in a suitable operating environment. The Site and Courses work over TCP/IP and therefore internet access is required. You will require one of the following browsers: Windows: Internet Explorer 6, Internet Explorer 7, Firefox 1.x and later, Safari 3, Google Chrome and Opera 9.5. Macintosh: Firefox 1.x and later and Safari 3. Linux: Firefox 1.x.
 - 5.1.3 the medium on which the Courses and Software is run is free from defects in material and workmanship;
 - 5.1.4 there is no use of the Site by new or additional Permitted Users not approved by Loreus;
 - 5.1.5 the Software is used in a manner permitted by this Agreement or a Sub-Licence and not without the permission of Loreus;
 - 5.1.6 there is no unauthorized use of the Site in conjunction with third party software not expressly approved by Loreus.
- 5.2 The express terms of this Agreement are *in lieu* of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 5.3 Subject to clause 5.4 in no event shall Loreus have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for interrupted communications or lost data arising out of or in connection with this Agreement, the Site, the use of the Courses or the Materials in the Courses even if such party has been advised or (or knows or should know of) the possibility of such damages. In the event that either Loreus is found to be liable for direct damages such liability and responsibility shall in the aggregate be limited to and shall not exceed the total amounts paid on the last annual renewal payment.
- 5.4 Neither Loreus warrants to the End User that the Site will meet the requirements of the End User or that the operation of the Site will be error free or defects in the Site will be corrected. While the information contained within the Courses is believed to be reliable it is not intended to be fully comprehensive. Loreus cannot accept responsibility for errors or subsequent changes in the law or best practice. Other than as specified in Clause 5.3 above, in no event will Loreus be liable to the End User for any loss or damage of any kind including lost profits or other consequential loss arising from the End User's use of or inability to use the Site or from errors or deficiencies in it whether caused by negligence or otherwise howsoever.
- 5.5 Loreus does not exclude or limit its liability for death or personal injury caused by its negligence.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in the Site, EcoCampus, EcoCollege and EcoHealth Schemes and the Courses are and shall remain vested in Loreus.
- 6.2 The End User undertakes that it shall not during or at any time after the completion, expiry or termination of this Agreement, in any way question or dispute the ownership by Loreus of the Intellectual Property Rights in the Site, the Courses and their associated materials and the Software.
- 6.3 The End User acknowledges that such Intellectual Property Rights belong to Loreus and may only be used by the End User with the consent of Loreus and during this Agreement.

Upon expiry or termination hereof the End User shall forthwith discontinue such use, without any right of compensation for such discontinuation.

- 6.4 The End User shall not during or after the expiry or termination of this Agreement, without the prior written consent of Loreus, use or adopt any name, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name, trading style or commercial designation used by Loreus.
- 6.5 The End User may not copy, decompile, disassemble or reverse engineer the Software except to the extent permitted by law or with the prior written agreement of Loreus.
- 6.6 The End User shall use the Site, Courses and Software for its own internal business purposes only. The End User shall not permit any third party to use the Site, Courses or Software in any way whatever nor use the Site, Courses or Software on behalf of or for the benefit of any third party in any way whatever.
- 6.7 The End User shall treat the Site, Courses and Software as strictly confidential and shall not divulge the whole or any part thereof to any third party. The End User shall ensure that its employees comply with such confidentiality and non-disclosure obligations.

7. TERMINATION

- 7.1 Loreus shall be entitled to terminate this Agreement forthwith on giving notice in writing to the End User ("the Defaulting Party") if the Defaulting Party commits any material breach of the terms or conditions of this Agreement, or if the Defaulting Party becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a *bona fide* reconstruction or amalgamation without insolvency) or has an administrator, receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution will be threatened or levied upon any equipment and/or assets or other property of Defaulting Party or if the Defaulting Party is unable to pay its debts in accordance with the law relating to this Agreement.
- 7.2 Within fourteen (14) days after the date of expiry or termination of this Agreement for whatever reason, the End User will return or destroy (as Loreus will instruct) hard-copy forms of the Course Materials and Software, designs, graphics, and all audio-visual and hard copy material and data relating to the Site and purge/expunge all magnetic media forms of the Course materials and Software.
- 7.3 Expiry or termination of this Agreement will be without prejudice to any accrued rights of the parties and will not affect obligations which are expressed not to be affected by expiry or termination hereof.
- 7.4 Loreus may at its sole and absolute discretion terminate the licence if the End User fails to make payment after 30 days' notice of any sums due to Loreus under any contract with Loreus. Any use of copies of the Course materials or Software after the termination of this licence is unlawful.

8. ASSIGNMENT

This Agreement will not be assigned by the End User in whole or in part to any third party without the prior written approval of Loreus.

9. FORCE MAJEURE

Neither party will be under any liability to the other in any way whatsoever for destruction, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion,

civil commotion, strikes, lock-outs and industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body.

10. NOTICES

Any notice required hereunder will be in writing and will be delivered in person, sent by facsimile or registered mail (properly posted and fully prepaid in an envelope properly addressed) or sent by facsimile or by e-mail to the respective party at their address set out in this Agreement or to such other address, facsimile number or e-mail address as may from time to time be designated by notice hereunder. Any such notice will be in the English language and will be considered to have been given on the first working day of actual delivery or sending by facsimile or e-mail or in any other event within 2 working days after it was posted in the manner provided.

11. WAIVER

Failure or neglect by either party to enforce at any time any of the provisions hereof will not be construed nor will be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that party's rights to take subsequent action.

12. SEVERABILITY

In the event that any of these terms, conditions or provisions or those of any schedule or attachment hereto will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

13. THIRD PARTY RIGHTS

13.1 This Agreement does not create any right enforceable by any person who is not a party, except that:

13.1.1 the terms of this agreement may be enforced by Loreus against the End User subject to and in accordance with the terms of this Agreement and the Contracts (Rights of Third Parties) Act 1999; and

13.1.2 a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this agreement and the rights of such successor or assignee shall, subject to and upon any succession or assignment permitted by this agreement, be regulated by the terms of this agreement.

14. LAW

This Agreement shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction. If Loreus is obligated to go to court, to enforce any of its rights, you agree to reimburse and indemnify Loreus in full for its legal fees, costs and disbursements.

APPENDIX I

The Site contains a series of Courses and associated materials and in some cases Software. Delegate will be required to register on the Site and will be given an enrolment key to access a course or make an online payment.

Courses

Each Course will contain an e-learning presentation delivered in a player with a forward and back button to move through the pages. Many courses have a test using different question formats such as multiple choice, multiple completion, true/false, numerical and word answers. Delegates can view their test results at the end and review their answers. In some

courses, test results are linked to a certificate. The certificate will have the delegate's name, the name of the course, the date the test was passed and a unique identification number for each certificate. Many courses also contain supporting materials such as exercises, reading lists, procedures and audit criteria.

Review Software

This software program is used to review an organisation's environmental performance in a number of management areas. The management areas include: policy, built environment; community involvement; emissions and discharges; energy; health, welfare and safety; management systems; procurement; transport and waste. In each management area there are a series of questions with guidance notes. Users simply have to answer yes or no where relevant. When a management area is completed, an action plan is generated based on the answers given. The action plan can be printed or copied and stored in Microsoft Word files.