

End User License Agreement

END USER LICENSE AGREEMENT ENCOMPASSING WWW.LEARNINGLOUNGE.COM, WWW.LEARNINGLOUNGE.ORG, WWW.LEARNINGLOUNGE.ORG.UK AND ELECTRICAL LEARNING LIBRARY NAVIGATOR PRODUCTIONS LTD. LICENSE AGREEMENT NOTICE TO USER

PLEASE READ THIS. THIS IS A LICENSE AGREEMENT.

NAVIGATOR PRODUCTIONS LTD IS WILLING TO LICENSE USE OF LEARNINGLOUNGE.COM TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT AND ANY SUPPLEMENTARY OR UNIQUE LICENSE TERMS INCLUDED HEREWITH. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCESSING LEARNINGLOUNGE.COM. BY ACCESSING LEARNINGLOUNGE.COM YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS OF THE LICENSE AGREEMENT.

IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT AND YOU DO NOT AGREE TO ALL ITS TERMS AND CONDITIONS PLEASE DO NOT ACCESS LEARNINGLOUNGE.COM.

YOUR USE OF LEARNINGLOUNGE.COM INDICATES YOUR ASSENT TO BE BOUND BY THE LICENSE TERMS SET FORTH BELOW.

THIS NAVIGATOR PRODUCTIONS LTD (NAVIGATOR PRODUCTIONS) LICENSE AGREEMENT FOR USE OF LEARNINGLOUNGE.COM ACCOMPANIES A CURRENT SUBSCRIPTION TO NAVIGATOR PRODUCTIONS FOR ACCESS TO LEARNINGLOUNGE.COM AND ANY RELATED EXPLANATORY MATERIALS. THE TERM LEARNINGLOUNGE.COM SHALL INCLUDE ALL ELEMENTS DELIVERED VIA LEARNINGLOUNGE.COM WEBSITE AND ALL FORMAT VARIANTS, MODIFIED VERSIONS OR UPDATES OF THE MATERIAL CONTAINED THEREIN LICENSED TO YOU BY NAVIGATOR PRODUCTIONS. NAVIGATOR PRODUCTIONS GRANTS TO YOU A NONEXCLUSIVE LIMITED LICENSE TO ACCESS AND USE LEARNINGLOUNGE.COM, PROVIDED THAT YOU AGREE TO THE FOLLOWING.

DEFINITION

THE RESOURCE KNOWN AS LEARNINGLOUNGE.COM SHALL BE A COLLECTION OF TEACHING MATERIALS DELIVERABLE IN ELECTRONIC FORMAT USING VIDEO, IMAGES, SOUND, GRAPHIC ARTWORK, AND SOFTWARE. THE MATERIALS WHICH MAKE UP LEARNINGLOUNGE.COM MAY BE ADDED TO, REMOVED, MODIFIED, AND UPDATED AT THE SOLE DISCRETION OF NAVIGATOR PRODUCTIONS.

1. USE OF LEARNINGLOUNGE.COM.

YOU MAY ACCESS LEARNINGLOUNGE.COM IN A SINGLE LOCATION UTILISING A UNIQUE USER NAME AND PASSWORD KNOWN ONLY TO YOU. YOU MAY ONLY ACCESS PARTS OF LEARNINGLOUNGE.COM TO WHICH YOU HAVE BEEN GRANTED ACCESS. YOU MAY NOT SHARE YOUR USER ACCOUNT WITH OTHER PARTIES. ANY SUCH ACTIVITY WILL RESULT IN YOUR ACCOUNT BEING REMOTELY DISABLED AND AT NAVIGATOR PRODUCTIONS LTD'S DISCRETION COULD LEAD TO PROSECUTION AGAINST EITHER INDIVIDUALS OR ORGANISATIONS. ONLY TUTOR ACCOUNTS AND CENTRE ADMIN ACCOUNTS CAN DISPLAY CONTENT TO AN AUDIENCE FOR TRAINING PURPOSES. NAVIGATOR PRODUCTIONS RESERVE THE RIGHT TO RESTRICT THE USE BY INDIVIDUAL USERS OF LEARNINGLOUNGE.COM MEASURED IN THE BANDWIDTH OF MATERIALS ACCESSED ACROSS THE INTERNET. THIS SHALL BE LIMITED TO 500MB ACCESSED IN ANY PERIOD OF 7 CONSEQUITIVE DAYS. NAVIGATOR PRODUCTIONS RESERVE THE RIGHT TO VARY THIS LEVEL AT ITS DISCRETION.

2. COPYRIGHT. PROPRIETARY RIGHTS.

THE COPYRIGHT OF ALL MATERIALS CONTAINED WITHIN THE SCOPE OF LEARNINGLOUNGE.COM IS OWNED BY NAVIGATOR PRODUCTIONS AND WHERE APPLICABLE ITS ASSOCIATED SUPPLIERS. THE MATERIALS CONTAINED WITHIN THE SCOPE OF LEARNINGLOUNGE.COM ARE ALSO PROTECTED BY COPYRIGHT LAW AND INTERNATIONAL TREATY PROVISIONS. YOU MAY USE TRADEMARKS ONLY TO IDENTIFY PRINTED OUTPUT PRODUCED BY LEARNINGLOUNGE.COM WHERE THIS APPLIES, IN ACCORDANCE WITH ACCEPTED TRADEMARK PRACTICE, INCLUDING IDENTIFICATION OF TRADEMARK OWNERS NAME. SUCH USE OF ANY TRADEMARK DOES NOT GIVE YOU ANY RIGHTS OF OWNERSHIP IN THAT TRADEMARK. EXCEPT AS STATED ABOVE, THIS AGREEMENT DOES NOT GRANT YOU ANY INTELLECTUAL PROPERTY RIGHTS IN THE MATERIALS CONTAINED WITHIN THE SCOPE OF LEARNINGLOUNGE.COM.

3. RESTRICTIONS.

YOU AGREE NOT TO RESELL, RENT, LEASE, MODIFY, ADAPT, TRANSLATE, REVERSE ENGINEER, DECOMPILE, OR DISASSEMBLE THE COMPONENT PARTS OF LEARNINGLOUNGE.COM OR ANY MATERIALS CONTAINED WITHIN.

COPYING LEARNINGLOUNGE.COM OR ANY MATERIALS CONTAINED WITHIN EXCEPT AS PERMITTED BY THIS END USER LICENSE AGREEMENT IS COPYRIGHT INFRINGEMENT UNDER THE LAWS OF YOUR COUNTRY. IF YOU COPY LEARNINGLOUNGE.COM OR ANY MATERIALS CONTAINED WITHIN IN VIOLATION OF THIS END USER LICENSE AGREEMENT THEN YOU ARE VIOLATING THE LAW. YOU MAY BE LIABLE TO NAVIGATOR PRODUCTIONS LTD FOR DAMAGES AND YOU MAY BE SUBJECT TO CRIMINAL PENALTIES.

4. DISCLAIMER

LEARNINGLOUNGE.COM IS PROVIDED TO YOU AS IS, IN THE KNOWLEDGE THAT YOU ACKNOWLEDGE THAT IT MAY CONTAIN ERRORS OR OMISSIONS. SAFETY TRAINING ELEMENTS OF LEARNINGLOUNGE.COM ARE DESIGNED SOLELY TO RAISE AWARENESS OF CERTAIN HEALTH AND SAFETY RELATED ISSUES. THEY ARE NOT SUBSTITUTES FOR PERSONAL JUDGEMENT. NAVIGATOR PRODUCTIONS SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF LEARNINGLOUNGE.COM. PERSONS USING LEARNINGLOUNGE.COM ARE RESPONSIBLE FOR THEIR OWN HEALTH AND SAFETY. PERSONS IMPLIMENTING USE OF LEARNINGLOUNGE.COM, ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF LEARNINGLOUNGE.COM. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR LEARNINGLOUNGE.COM AND THE SELECTION OF LEARNINGLOUNGE.COM AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL NAVIGATOR PRODUCTIONS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA, LOST PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE LEARNINGLOUNGE.COM, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF NAVIGATOR PRODUCTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

AVAILABILITY OF LEARNINGLOUNGE.COM IS AT THE SOLE DISCRETION OF NAVIGATOR PRODUCTIONS AND MAY BE PERIODICALLY AFFECTED BY FACTORS SUCH AS MAINTENANCE, UPGRADE, HIGH DEMAND PLUS ANY OTHER FACTOR OUTSIDE THE CONTROL OF NAVIGATOR PRODUCTIONS.

IT IS THE RESPONSIBILITY OF THE USER TO ENSURE COMPATIBILITY WITH AND MAINTAIN THEIR OWN ADEQUATE HARDWARE, SOFTWARE AND INTERNET CONNECTION IN ORDER TO ACCESS LEARNINGLOUNGE.COM. DETAILS OF WHICH ARE AVAILABLE AT WWW.LEARNINGLOUNGE.ORG/LEARNINGLOUNGE_REQUIREMENTS.HTM

7. GOVERNING LAW AND GENERAL PROVISIONS.

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE COUNTRY IN WHICH YOU ACCESSED LEARNINGLOUNGE.COM, EXCLUDING THE APPLICATION OF ITS CONFLICTS OF LAW RULES. IF ANY PART OF THIS AGREEMENT IS FOUND VOID AND UNENFORCEABLE, IT WILL NOT AFFECT THE VALIDITY OF THE BALANCE OF THE AGREEMENT, WHICH SHALL REMAIN VALID AND ENFORCEABLE ACCORDING TO ITS TERMS. THIS AGREEMENT MAY ONLY BE MODIFIED IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF NAVIGATOR PRODUCTIONS.

8. ELECTRICAL LEARNING LIBRARY LEGACY TERMS AND CONDITIONS OF CONTRACT.

EXISTING ELECTRICAL LEARNING LIBRARY SUBSCRIBERS ARE ALSO BOUND BY THE FOLLOWING:

DEFINITIONS

THE TERM SUBSCRIBER REFERS TO THE ESTABLISHMENT, INSTITUTION, OR ORGANISATION DETAILED IN SECTION A ON THIS FORM.

THE TERM ELECTRICAL LEARNING LIBRARY REFERS TO ALL VIDEO, CD-ROM DVD TEACHING MATERIALS SUPPLIED AT THE DISCRETION OF NAVIGATOR PRODUCTIONS LTD FOR THE PURPOSE OF AIDING ELECTRICAL INSTALLATION STUDIES.

THE TERM RENEWAL DATE REFERS TO A SEVEN DAY WINDOW FROM THE DESPATCH DATE ON THE DELIVERY NOTE WHICH ACCOMPANIED THE ELECTRICAL LEARNING LIBRARY.

I. ALL MATERIALS SUPPLIED AS PART OF THE ELECTRICAL LEARNING LIBRARY REMAIN THE PROPERTY OF NAVIGATOR PRODUCTIONS LIMITED AND MUST BE RETURNED IMMEDIATELY IF SUBSCRIPTION TO THE ELECTRICAL LEARNING LIBRARY IS NOT RENEWED.

II. DAMAGED VIDEO CASSETTES AND/OR CD-ROM (MASTERS) WHICH ARE RETURNED TO NAVIGATOR WITHIN 28 DAYS OF COMMENCEMENT OF SUBSCRIPTION WILL BE REPLACED AT NO CHARGE.

III. DAMAGED VIDEO CASSETTES AND/OR CD-ROM (MASTERS) WHICH ARE RETURNED TO NAVIGATOR AFTER 28 DAYS OF COMMENCEMENT OF SUBSCRIPTION WILL BE REPLACED AT A CHARGE OF £5+VAT.

IV. LOST OR STOLEN VIDEOS AND/OR CD-ROM (MASTERS) WILL BE REPLACED AT A CHARGE OF £7.50+VAT EACH DURING SUBSCRIPTION

V. NAVIGATOR PRODUCTIONS LIMITED RESERVE THE RIGHT TO REQUEST A POLICE REPORT IN CASES OF REPEATED LOSSES.

VI. NAVIGATOR PRODUCTIONS LIMITED RESERVE THE RIGHT TO DECLINE THE RENEWAL OF SUBSCRIPTION TO THE ELECTRICAL LEARNING LIBRARY.

VII. UPON NON-RENEWAL OF SUBSCRIPTION THE COMPLETE ELECTRICAL LEARNING LIBRARY SET OF MATERIALS MUST BE RETURNED TO NAVIGATOR PRODUCTIONS LIMITED. ANY VIDEOS AND/OR CD-ROM (MASTERS) MISSING FROM THE SET WILL BE CHARGED AT 50% OF RECOMMENDED RETAIL PRICE.

VIII. ANY LOST OR DAMAGED OR STOLEN VIDEOS AND/OR CD-ROM/DVD (MASTERS) MUST BE REPORTED TO NAVIGATOR PRODUCTIONS LIMITED IMMEDIATELY BY TELEPHONE ON 01634 249999.

IX. THE COST OF RETURNING ANY PRODUCT FROM THE ELECTRICAL LEARNING LIBRARY IS THE RESPONSIBILITY OF THE SUBSCRIBER.

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X. ANY ELECTRICAL LEARNING LIBRARY ITEMS LOST OR DAMAGED DURING TRANSIT TO NAVIGATOR PRODUCTIONS FROM THE SUBSCRIBER, IS THE RESPONSIBILITY OF THE SUBSCRIBER. NAVIGATOR PRODUCTIONS LIMITED RECOMMEND USING REGISTERED POST OR A RECOGNISED DELIVERY FIRM.

XI. NAVIGATOR PRODUCTIONS LIMITED DOES NOT ACCEPT LIABILITY FOR ANY PHYSICAL OR OTHER DAMAGE/LOSSES CAUSED BY THE ELECTRICAL LEARNING LIBRARY VIDEOS AND/OR CD-ROM/DVD (MASTERS) OR FROM ERROR OR OMISSION IN THEIR CONTENT.

XII. NAVIGATOR PRODUCTIONS LIMITED RESERVES THE RIGHT TO REVIEW THE COST OF ANNUAL SUBSCRIPTION IN YEAR THREE OF SUCCESSIVE SUBSCRIPTION.

XIII. UP TO TWO MONTHS BEFORE RENEWAL IS DUE THE SUBSCRIBER WILL BE SENT AN INVOICE FOR THE NEXT YEAR WITH THE PURCHASE ORDER NUMBER LEFT BLANK. IF THE SUBSCRIBER WANTS TO RENEW THEY MUST FILL IN THE ORDER DETAILS AND PROCESS THAT INVOICE OR CONTACT NAVIGATOR PRODUCTIONS LIMITED IN TIME FOR THE RENEWAL DATE SO THAT THE INVOICE CAN BE RE-ISSUED WITH ALL RELEVANT INFORMATION.

XIV. IF THE SUBSCRIBER DOES NOT WISH TO RENEW THEY MUST NOTIFY NAVIGATOR PRODUCTIONS LIMITED IN WRITING AT LEAST 30 DAYS PRIOR TO THE RENEWAL DATE.

XV. THE MINIMUM CONTRACT DURATION IS 12 MONTHS.

XVI. ELECTRICAL LEARNING LIBRARY SUBSCRIBERS ARE LICENSED TO USE ALL ELECTRICAL LEARNING LIBRARY CD ROM PRODUCTS ON A COPYRIGHT FREE BASIS DURING CONTINUED SUBSCRIPTION. THIS LICENSE IS LIMITED TO MAKING COPIES OF THE MATERIAL FOR USE ON THE SUBSCRIBERS PREMISES AND DISTRIBUTION TO THEIR REGISTERED TRAINING DELEGATES ONLY. SHOULD THE SUBSCRIBER CEASE TO RENEW THEIR SUBSCRIPTION, THE SOFTWARE OR ANY COPY OF IT WILL CEASE TO WORK AT SOME PERIOD BEYOND THE DATE OF NON-RENEWAL.

XVII. COPYING OF ELECTRICAL LEARNING LIBRARY VHS VIDEOS IS PROHIBITED UNDER COPYRIGHT LAW. NAVIGATOR PRODUCTIONS LIMITED RESERVE THE RIGHT TO COPY-PROTECT THE VIDEO CASSETTES IN THE ELECTRICAL LEARNING LIBRARY. ANY UNAUTHORISED COPYING WILL RESULT IN PROSECUTION.

XVIII ANY ELECTRICAL LEARNING LIBRARY VIDEO/CD-ROM/DVD SETS SUPPLIED IN ADDITION TO THE PRIMARY SET ARE SUBJECT TO THE SAME TERMS AND CONDITIONS AS THE PRIMARY SET.