

LICENSE AGREEMENT

These are the terms and conditions subject to which we license any of our Products to you. By using any Product, you agree to be bound by them.

We are Outdoor Studios CIC, a company registered in the UK, number 09763615. Our address is c/o Kreston Reeves, 37 St. Margaret's Street, Canterbury, Kent, England, CT1 2TU.

You are: Anyone who buys a Digital Resource from us.

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings, unless the context requires otherwise:

"Copy or Publish"	with reference to the Product, means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up, changing, cropping or any other change or use as part of some other created work.
"Product"	means educational digital download resources offered for sale through the Outdoor Studios Website.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including the Products, intellectual property of kinds coming into existence after today; and including, among others, designs, copyrights and all rights which are derived from those rights.
"Licence"	means a licence granted by us to you in the terms of this agreement for use of the Product.
"Our Website"	means any website of ours, and includes all web pages controlled by us.
"Third Party Owner"	means an owner of the Product which is not owned by us.

2. Interpretation

In this agreement the following terms apply unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. the headings to the paragraphs are inserted for convenience only and do not affect the interpretation.
- 2.3. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.4. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.5. all money sums mentioned in this agreement are calculated net of VAT, which will not be charged.
- 2.6. these terms and conditions apply to all supplies of Products by us. They prevail over any terms proposed by you.
- 2.7. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. The Licence

- 3.1. You confirm that you have authority to enter into this agreement.
- 3.2. In entering into this contract you have not relied on any representation or information from any source except that on Our Website.
- 3.3. Subject to the terms of this agreement, we grant you the Licence to use the Product.
- 3.4. No express or implied licence of the Product or any other material is granted to you other than the express Licence granted in this agreement.

4. Limitations and permissions on Licences

- 4.1. You must not sub-licence a Product.
- 4.2. You must not Copy or Publish a Product except as specifically allowed in this agreement.
- 4.3. You may not allow any other person to use a Product except in the situation or context for which you have bought it.
- 4.4. You may not represent or give the impression that you are the owner or originator of any Product.
- 4.5. You may not remove any identification or reference number or other information which may be embedded in any file of a Product.
- 4.6. You may not use a Product:
 - 4.6.1 except for the use specified at the time of purchase;
 - 4.6.2 in a context which is pornographic;
 - 4.6.3 containing a human model in any way which might degrade that person in the eyes of a reasonable viewer;
 - 4.6.4 in part or as a whole, as a logo or otherwise to incorporate it in any intellectual property of yours;
 - 4.6.5 for a secondary use, for example on social networks.

5. The price

- 5.1. The prices payable for the Products are clearly set out on Our Website.
- 5.2. Prices are inclusive of any applicable value added tax or other sales tax.

6. Freedom to use

Despite the above limitations, you may copy a Product:

- 6.1. once for the purpose of system maintenance or to show or share with some other person who has a business interest in it;
- 6.2. to a contractor of yours whose contract is to work on the project or purpose for which you have bought the Product. In this case the Licence extends only to that project or purpose. If this happens, you remain liable to us in every way for the acts and omissions of your contractor. We advise you to obtain an appropriate agreement from your contractor to protect you in this regard.

7. Third Party Owners and additional restrictions

The Products offered for Licence on Our Website are owned by Third Party Owners and not by us. The following additional provisions apply:

- 7.1. you have no obligation to make payment to the Third Party Owner;
- 7.2. we are the agent of the Third Party Owner and accept all obligations and liability to you in connection with the Product;
- 7.3. you remain liable to the Third Party Owner, through us, for compliance with this agreement;

8. Cancellation and refunds

This paragraph applies if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 8.1. We now inform you that information relating to all aspects of our Products and Services is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.

- 8.2. If you buy a Product which is delivered to you in soft copy, whether by download, or email or some other medium, the law provides that you can opt out of your right to the 14 day cancellation period. Of course, we will not accept your order unless you agree to lose your cancellation right.
- 8.3. You do this by instructing us to arrange delivery immediately, or as soon as we can. If you do that, we will send your Product immediately and you lose your right to cancel your order.
- 8.4. By accepting these terms, you now agree that you are instructing us to deliver immediately and you understand that, in doing so, you lose your right to cancel your order within 14 days.
- 8.5. This paragraph does not affect your rights in the event that the Product is faulty.

9. Liability for subsequent defects

- 9.1. Please check the Product received from us immediately you download it.
- 9.2. If you find an error or defect in the Product, you must tell us by emailing info@outdoorstudiosarts.com
- 9.3. The procedure to report an error or defect is as follows:
 - 9.3.1 you must report to us as soon as any defect is discovered but not later than six months from receipt by you.
 - 9.3.2 before you report to us, please carefully re read the documents to confirm that there is definitely a defect in the Product.
 - 9.3.3 please tell us clearly what is the fault you complain of, when it first became apparent or arises, and other information to enable us to identify or reproduce it.
- 9.4. If we agree that the Product is faulty, then we shall:
 - 9.4.1 fix the issue within 7 days and immediately send a new copy to you, or
 - 9.4.2 refund the full cost you have paid.

10. Security of your credit card

We take care to make Our Website safe for you to use.

Card payments are not processed through pages controlled by us. We use online payment service provider Paypal, who will encrypt your card or bank account details in a secure environment.

11. Disclaimers and limitation of liability

11.1. The law differs from one country to another. This paragraph applies to sales internationally.

11.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

11.3. We make no representation or warranty and accept no responsibility for:

11.3.1 the data security of the Product,

11.3.2 the availability or accessibility, without interruption, or without error;

11.3.3 malfunction in any hardware of yours;

11.3.4 malfunction in any Product provided by us unless you can prove that it was defective when you received it from us;

11.3.5 the provision or failure to provide any firewall;

11.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.

11.5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Product concerned.

- 11.6. We shall not be liable to you for any loss or expense which is:
- 11.6.1 indirect or consequential loss; or
 - 11.6.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 11.7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, artist members, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999, as well as to us.

12. You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 12.1. your breach of this agreement;
- 12.2. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 12.3. a contractual claim arising from your use of the Products;
- 12.4. a breach of the intellectual property rights of any person.

13. Copyright and other Intellectual Property

- 13.1. You agree that at all times you will:
- 13.1.1 not cause or permit anything which may damage or endanger our title to any Product or other Intellectual Property or the title of any Third Party Owner whose work has been made available to us as the Product;
 - 13.1.2 notify us of any suspected infringement of the Intellectual Property.

- 13.2. If we reasonably believe that you are using a Product beyond the scope of this Licence, you agree to provide written confirmation of your compliance, in a form to be drawn by us.

14. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 14.1. If you are not happy with our services or have any complaint then you must tell us by email message to info@outdoorstudiosarts.com.
- 14.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- 14.3. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: <http://ec.europa.eu/consumers/odr/>

15. Miscellaneous matters

- 15.1. We may change this agreement in any way at any time. The version applicable to your contract is the version which was posted on Our Website at the time that the contract was made.
- 15.2. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is at <https://outdoorstudiosarts.com/wp-content/uploads/2020/08/Outdoor-Studios-Privacy-Policy.pdf>
- 15.3. At any time if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement, we reserve the right to terminate this agreement without refunding to you any payment made.

- 15.4. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.
- 15.5. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 15.6. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 15.7. If you are in breach of any term of this agreement, we may:
 - 15.7.1 terminate any Licence of a Product.
- 15.8. Any obligation in this agreement intended to continue to have effect after termination shall so continue.
- 15.9. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 15.10. When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 15.11. This agreement does not give any right to any third party under the UK Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, artist members, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 15.12. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.