

## **Linking Licence**

### **Background**

This licence allows a connection to the website at [www.raiseeducation.co.uk](http://www.raiseeducation.co.uk) (**Website**) subject to acceptance of the terms of this licence.

### **Agreed terms**

#### **1. Linking licence**

- 1.1 Raise Education Limited (**Company**) grants the entity whose details are submitted on the attached form (**Linker**) a non-exclusive, limited, revocable licence to provide a hypertext reference link to the initial, top-level display of the Website, as identified by the following Uniform Resource Locator (**URL**) [www.raiseeducation.co.uk](http://www.raiseeducation.co.uk) , only for the purpose of linking the Linker's website to the Website (**Link**).

#### **2. Proprietary rights**

- 2.1 The Linker acknowledges that the Website (including without limitation, all content, text, images, software, media and other materials on the Website) is proprietary to or licensed by the Company, protected under copyright and other intellectual property laws, and may not be reproduced, transmitted, displayed, published or distributed without the express prior written consent of the Company.

#### **3. Marks**

- 3.1 The Company grants the Linker a non-exclusive, limited, revocable licence to use the trademarks of the Company solely for the purpose of creating and describing the Link.
- 3.2 The Linker shall properly and accurately display the Company's trade marks referred to in clause 3.1 in connection with any display and description of the Link on the Linker's website.

#### **4. Limitations**

The Linker shall not:

- (a) in any way reproduce the Website or any part of its contents other than to the extent permitted in clause 1 and clause 3; or
- (b) in any way suggest that the Company is endorsing any products or services other than its own; or
- (c) misrepresent the relationship between the Linker and the Company nor present any other false information about the Company; or

- (d) except as provided for in clause 3, use any of the Company's trade marks without express written permission from the Company; or
- (e) display or use a Link in a manner that causes the Website or any portion of its content to display within a frame, be associated with any advertising or sponsorship not part of the Website, or otherwise incorporate Website content into a third-party website; or
- (f) display or use an inline link to any information file contained in the Website; or
- (g) alter, block or otherwise prevent display of any content of the Website; or
- (h) link to the Website through any other URL or mirrored website; or
- (i) link to the Website if the Linker's website may reasonably be considered to be obscene, defamatory, harassing, offensive or malicious, or if the Website infringes any third party rights or otherwise does not comply with all applicable laws or regulations.

## 5. **Liability**

5.1 Nothing in this licence shall operate to exclude or limit either party's liability for:

- (a) death or personal injury caused by its negligence; or
- (b) fraud; or
- (c) any other liability which cannot be excluded or limited under applicable law.

5.2 Subject to clause 5.1, the Company excludes all liability whatsoever in respect of all claims, whether in contract or tort (including negligence) or otherwise, arising out of or in connection with the content of the Website, this licence or any other collateral contract, for any loss or damage directly or indirectly incurred, including, without limitation, for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any other indirect or consequential loss or damage.

## 6. **Indemnity**

6.1 The Linker shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of this licence.

## 7. **Termination**

7.1 Either party may terminate this licence for any reason whatsoever by giving written notice at any time, without prejudice to any rights accrued under this licence.

7.2 Upon termination of this licence, the Linker shall immediately:

- (a) discontinue or disable the Link;
- (b) remove the Link and the Company's name and logos referred to in clause 3 from Linker's website; and

- (c) destroy any copies of material from the Website which are in the Linker's possession, custody or control.

**8. General**

- 8.1 The invalidity or unenforceability of any provision of this licence shall not affect the validity or enforceability of the remaining provisions.
- 8.2 No failure of either party to exercise or enforce any of its rights under this licence shall act as a waiver of such rights.
- 8.3 This licence constitutes the entire agreement between the parties regarding the subject matter of this licence and supersedes any prior agreement between the parties relating to such subject matter. The Linker shall have no remedy, and the Company shall have no liability, in respect of any statement (including any untrue statement), whether written or oral, made to it upon which it relied in entering into this licence unless such statement was an untrue statement made by the Company:
  - (a) knowing that it was untrue; or
  - (b) as to a fundamental matter, including a matter fundamental to the maker's ability to perform its obligations under this licence.

The Company shall have no liability to the Linker other than pursuant to the express terms of this licence.

- 8.4 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with English law. Disputes arising out of or relating to this licence, its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.

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**IMPORTANT : You will not be authorised to link to the Website unless you provide us with the following details before you accept.**

Linker's details:

Corporate name: .....

Corporate address: .....

Contact name: .....

Contact e-mail: .....

By completing the above and sending it to us, you confirm acceptance of the terms of this licence on behalf of the above organisation.