

Terms and conditions

Please note that by attending the training and using the Product 'Zak' you (the "User") agree to abide by the Terms and Conditions relating to the licence of the Product as set out below. Together these constitute the Agreement.

- 1) The Product can only be used by the individual User as an individual licensed and registered on the system. **Sharing of licences by an organisation or individual is not permitted and will be considered as a breach of the terms of use of the Product and the licence and rights of the individual or organisation in breach will be suspended with immediate effect.** Guest user access only may be used to facilitate training with young people or colleagues and the Product may not be used without supervision of the licence holder.
- 2) The Product can only be used or purchased by individuals who have attended the official training session run by the Centre for Child Protection, University of Kent.
- 3) Unless formally agreed by the University of Kent, the Product may not be delivered to generate income, and licence holders are not permitted to share enrolment details with others.
- 4) Unless formally agreed by the University of Kent, the Product may not be used as part of an online training provision.
- 5) The resources are a safeguarding tool and may not be used as part of HEI curriculum, and may only be used for extra-curricular safeguarding for students or staff.
- 6) The training pack should be used to deliver the sessions. The Licensee has no other right to use the name, arms, trademark, logo or other designation of the University of Kent.
- 7) The Product has been developed to form part of a balanced professional training portfolio and should not be used or relied upon as a sole form of professional training.
- 8) Any advertisements through television broadcast and internet media throughout the world now or hereafter is subject to advance written approval from the Centre for Child Protection at the University of Kent.

Warranties and Liabilities

- 8) The Product is an online service and is dependent on IT systems, in order to use the Product the User shall comply with the following requirements:
 - a) Check for service interruptions as set out in (9) below before reporting any issues.
 - b) Report Moodle technical problems and issues to ccp@kent.ac.uk.
 - c) Use recommended hardware for VSS game content is: Use recommended hardware for VSS game content is: Mac OS 10.6+ Dual core 2.33 GHz with 2 GB RAM; Windows PC dual core processor and 2GB RAM; This Product is not compatible with iPad
 - d) Use recommended software: Minimum specification Adobe Flash Player version 10, version 11 downloadable from <http://www.adobe.com/support/flashplayer/downloads.html>
 - e) Keep informed about Kent's Moodle environment through the following channels:
 - i) IT service alerts and/or Site News for critical, time sensitive announcements: scheduled downtime, request deadlines, changes, fixes or improvements to the system.
 - ii) E-Learning Web Site for FAQ's, tips and solutions, best practices.
- 9) The Product is an online service and is dependent on IT systems, the University of Kent will use its reasonable endeavours to ensure that the Product can be accessed at all times, however this is dependent on the Moodle system on which the Product is based and the following should be noted:
 - a) Scheduled maintenance takes place on a regular basis as follows:
 - i) Term-time Tuesday 08:00-10:00 and Thursday 07:00-09:00.
 - ii) Out of term-time (all other weeks) any week day 0800-10:00.
See [term dates](#).
 - b) The current availability of services and services that may be unavailable due to scheduled maintenance is detailed on the [University of Kent IT Service Alert website](#). Whenever possible scheduled maintenance is announced on the University of Kent IT Service Alert website with at least 3 working days' notice. Unplanned

changes to correct problems will be communicated through this website as soon as possible after knowing change is required.

- c) Any changes to the user interface of Moodle are announced via a Site News item within the relevant instance.
- 10) Any issues encountered with the Product should be reported to CCP@kent.ac.uk in the first instance, the University of Kent will use its reasonable endeavour to respond within 2 working days of the report during Business Period, Business Period is defined as Monday to Friday, 9am to 5pm excluding Bank Holidays and the University's Christmas closure details of which can be [found online](#).
- 11) The University accepts no responsibility for any use which may be made of the Product, nor for any reliance which may be placed on that work, nor for advice or information given in connection with the Product.
- 12) The liability of the University of Kent arising in any other way out of the use of the Product, will not extend to any incidental or consequential damages or losses or any loss of profits, loss of data, loss of contracts or opportunity, even if the University of Kent was advised of the possibility of those losses or if they were within its contemplation
- 13) Nothing in these conditions limits or excludes either party's liability for death or personal injury; or any fraud or for any sort of liability that, by law, cannot be limited or excluded.

Termination

- 14) The Licensor may terminate the Licence by written notice if the Licensee fails to comply with any provision of this Licence.
- 15) Upon termination the Licensee shall immediately stop using the Product and shall certify to the Licensor within 5 days that it has removed all copies and associated University documentation from its systems. The termination of the Licence is without prejudice to any other rights or remedies of either party under the Licence or at law and does not affect any right or obligations which have arisen or accrued up to and including the date of termination.

Revised August 2017