

Down to Basics Training Course Licence Agreement

PARTIES:

1. **DOWN TO BASICS (NZ) LTD (“DTBT”)**
2. **YOUR ORGANISATION (“Licensee”)**

BACKGROUND:

1. DTBT has developed a training system for providing training in a range of courses aimed at improving organisational and personal performance (“the System”).
2. The Licensee has asked for the right to a Licence to use the System in relation to a specific course and on the terms set out in this agreement.
3. The Licensee acknowledges that DTBT has the exclusive right to the ownership and use of the names Down to Basics and Down to Basics Training and all combinations, variations and additions thereto alone or in combination with the signs, logos, names and marks used in connection with the System (“the Trade Names”) and any other name or mark adopted and authorised by DTBT for use in connection with the System.

TERMS:

1. **Term**
This Licence Agreement shall apply for an unlimited time period unless the Licensee breaches any term of this agreement.
2. **Course(s) Licensed**
The Licensee is permitted to use the System only in relation to the course licences purchased from DTBT.
3. **Licence Fee**
The Licensee has paid a one-off Licence Fee for use of the System.

LICENSEE'S OBLIGATIONS:

1. Intellectual Property, Confidentiality and Goodwill

- 1.1. The Licensee will make all efforts and will obey all directions or requests to maintain and preserve all rights, goodwill, reputation and image of DTBT’s business.
- 1.2. The Licensee will notify DTBT of any suspected infringement of its intellectual property rights or any suspected passing off and to take or assist in such action as DTBT reasonably directs in respect thereof.
- 1.3. The Licensee acknowledges that DTBT’s System is unique and confidential and DTBT has valuable goodwill which has been developed and which the Licensee intends to maintain and extend and the Licensee accordingly agrees that it will not disclose or make available to any third party any confidential information including information about the System and that any employee or party having access to such confidential information is made aware of and agrees to be bound by the same confidentiality provisions.

2. Limitations

- 2.1. The Licensee will not assign, transfer or part with possession of its rights under this agreement without DTBT’s consent.
- 2.2. The Licensee will not on-sell the Licence to third party nor will they provide the System to third party for their use. The third party must purchase their own Licence from DTBT.

3. Termination

- 3.1. If the Licensee breaches any term of this agreement the Licence will be terminated and all DTBT’s issued material must be returned. The Licensee will not be entitled to any refund of monies paid to DTBT.
- 3.2. If the Licence is terminated, neither the Licensee nor any party related to it may offer or provide a Down to Basics Training course.

LIBILITY:

- 1.1. DTBT is not liable for material errors or omissions therein.
- 1.2. DTBT is not liable for the any viruses, malfunctions or any other computer related issues (software or hardware) during and after the installation of the DTBT’s course licence software onto the Licensee’s or any other computers.
- 1.3. DTBT is not liable for any aspect of the Licensee’s business or the Licensee’s client’s business performance after the training has been provided.