

Please note that by using the 'Maryam and Joe: Behind Closed Doors' or 'Looking out for Lottie' or 'Rosie2' or 'myCourtroom: Rosie's family go to court' Trainer Package (the 'product' you have been trained in) you (the 'User') agree to abide by the Terms and Conditions and the additional specific conditions relating to the licence of the Product as set out below. Together these constitute the Agreement which was agreed when purchasing the Product.

Terms and Conditions (<http://store.kent.ac.uk/help/?HelpID=2>)

Additional specific conditions relating to the licence of the Product:

Grant

1. The Product can only be delivered by users/trainers who have been quality assured by the University of Kent and in agreement with the points below. Permission to deliver this training is only applicable to the organisation signing an agreement and is not transferrable should the trainer leave their role at the organisation, unless the University of Kent's prior written consent to vary the restriction has been obtained. The University of Kent must immediately be informed of anyone leaving their role so the Moodle account can be deleted.
2. Unless formally agreed by the University of Kent, the Product may not be delivered to generate income.
3. The product is solely for training use by trainers within a standard training setting. Any other use, including use as part of an online training provision, or use by any other 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.
4. The Product can only be used by the User, and by those trained by the quality assured trainer, as an individual licensed and registered on the system. Each registration is personal to the User and cannot be shared with any other individual or organisation. This also includes sharing with other individuals in or outside of the Organisation. **Any sharing will be considered as a breach of the terms of use of the Product and the licence and rights of the User and/or Organisation in breach will be suspended with immediate effect.**
5. The Product can only be used in a classroom setting led by the trainer. Training sessions must be a maximum one day duration. The number of training sessions allowed, dependent upon the Training Package purchased, will be monitored. Any other use under this clause 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.

6. A list of students and their email addresses should be sent to ccp@kent.ac.uk to record the teaching details. After attending the first teaching session, lecturers will send students an email with their access details. It will remain the User's responsibility to inform the students that the licence is for personal use only. Any breach of this will result in a suspension of the licence for that Student.
7. The Licensee shall ensure that the University of Kent's official logo is displayed on the Product and on any accompanying supporting resources when used in the delivery of the training. The Licensee has no other right to use the name, arms, trademark, logo or other designation of the University of Kent.
8. The Licensee shall supervise the use of the Product and any accompanying supporting resources. The Licensee remains fully responsible at all times for all acts and omissions of anyone it allows to use the Product and supporting resources and for ensuring such person understands and observes this Licence. The training pack included in the Product must be used as a basis for the training delivered and the Licensee shall ensure that the trainer is fully proficient in utilising the package. The Licensee shall ensure that any modifications to the training material do not compromise the quality of the training.
9. 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.
10. 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

11. 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 clause 5 below before reporting any issue as set out in clause 6 below.
 - b) Report Moodle technical problems and issues as set out in clause 6 below.
 - c) Use recommended hardware for HTML5 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 compatible with iPad and tablets.
 - d) Use recommended browser:

Google Chrome, and ensure browser is up to date and cache is cleared before use. Google Chrome is preferred.

- e) There are many variations of firewall and additional software to prevent access of certain keywords in schools and organisations, firewall whitelists may need to include BCD simulation urls and FAQ will be provided with your access instructions to advise on this.
 - f) Seek the appropriate level of training necessary to accomplish required tasks and functions within the system.
 - g) Consult online documentation and resources for answers to functionality or usability questions before reporting any query or issue as set out in clause 6 below.
 - h) 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 FAQs, tips and solutions, best practices.
 - i) When training is delivered online by CCP staff to trainers, delegates will need to have access to Zoom or any other online platform notified to you in advance of the training.
12. 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.
13. 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](#).

14. 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.
15. 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
16. Nothing in these conditions limits or excludes either party's liability for
 - a) death or personal injury; or
 - b) any fraud or for any sort of liability that, by law, cannot be limited or excluded.
17. The Licensee shall indemnify the Licensor against all third party claims relating to the use by the Licensee of the Product. Any complaints received by the Licensee relating to the Product and related training must be handled in a satisfactory manner and details of those complaints and responses must be forwarded to the Centre for Child Protection (ccp@kent.ac.uk) without undue delay. The "Rosie 2" Evaluation Form should be completed by all attendees prior to leaving any training session and the Training Organisation should forward anonymised scanned copies to ccp@kent.ac.uk.

Termination

18. The Licensor may terminate the Licence by written notice if the Licensee fails to comply with any provision of this Licence.
19. 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.

General

20. The additional clauses set out here together with the Terms and Conditions set out in <http://store.kent.ac.uk/help/?HelpID=2> form part of the Entire Agreement for the Product.

Please note that by using the 'Young Zak the Gamer' Trainer Package (the 'product' you have been trained in) you (the 'User') agree to abide by the Terms and Conditions and the additional specific conditions relating to the licence of the Product as set out below. Together these constitute the Agreement which was agreed when purchasing the Product.

Terms and Conditions (<http://store.kent.ac.uk/help/?HelpID=2>)

Additional specific conditions relating to the licence of the Product:

Organisation: refers to the single site where the Zak Champion is employed and who has agreed the agreement. For example Academy Trusts will need to have a separate licence per site.

Zak Champion: refers to the employee of the Organisation who has been quality assured and received the training from the University of Kent.

1. The Product can only be delivered by employees of the organisation who have
 - a. been quality assured by the University of Kent or the Zak Champion
 - b. Received training from the University of Kent or the Zak Champion
 - c. Been given access to the Product. This will be achieved by the Zak Champion providing the University of Kent with the name and email address of the employees via email to ccp@kent.ac.uk.
2. Permission to use this product in teaching is only applicable to the Organisation signing an agreement and is not transferrable should the Zak Champion leave their role at the Organisation, unless the University of Kent's prior written consent to vary the restriction has been obtained. The University of Kent must immediately be informed of the Zak Champion leaving their role so the Moodle account can be deleted.
3. Unless formally agreed by the University of Kent, the Product may not be delivered to generate income.
4. The product is solely for teaching use by employees of the Organisation within a standard setting. Any other use, including use as part of an online training provision, or use by any other 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.
5. The Product can only be used by the Zak Champion, and by those trained by the University of Kent or their Zak Champion, as an individual licensed and registered on

the system. Each registration is personal to the User and cannot be shared with any other individual or organisation. This also includes sharing with other individuals in or outside of the Organisation. **Any sharing will be considered as a breach of the terms of use of the Product and the licence and rights of the User and/or Organisation in breach will be suspended with immediate effect.**

6. The Product can only be used in a classroom setting led by the User. Any other use under this clause 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.
7. The User shall ensure that the University of Kent's official logo is displayed on the Product and on any accompanying supporting resources when used in the delivery of the teaching. The User has no other right to use the name, arms, trademark, logo or other designation of the University of Kent.
8. The User shall supervise the use of the Product and any accompanying supporting resources. The User remains fully responsible at all times for all acts and omissions of anyone it allows to use the Product and supporting resources and for ensuring such person understands and observes these terms and conditions. The training pack included in the Product must be used as a basis for the teaching delivered and the Zak Champion shall ensure that the User is fully proficient in utilising the package. The Zak Champion shall ensure that any modifications to the training material do not compromise the quality of the teaching.
9. 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.
10. 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

11. 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:
 - j) Check for service interruptions as set out in clause 12 below before reporting any issue as set out in clause 13 below.
 - k) Report Moodle technical problems and issues as set out in clause 13 below.
 - l) Use recommended hardware for HTML5 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 compatible with iPad and tablets.
 - m) Seek the appropriate level of training necessary to accomplish required tasks and functions within the system.

- n) Consult online documentation and resources for answers to functionality or usability questions before reporting any query or issue as set out in clause 13 below.
 - o) 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.
12. 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 <https://student.kent.ac.uk/studies/timetabling/term-weeks>
 - 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.
13. 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](#).
14. 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.
15. 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
16. Nothing in these conditions limits or excludes either party's liability for

- a) death or personal injury; or
- b) any fraud or for any sort of liability that, by law, cannot be limited or excluded.

17. The Organisation shall indemnify the University of Kent against all third party claims relating to the use of the Product. Any complaints received by the Organisation relating to the Product and related training must be handled in a satisfactory manner and details of those complaints and responses must be forwarded to the Centre for Child Protection (ccp@kent.ac.uk) without undue delay. The Evaluation Form should be completed by all attendees prior to leaving any training session and the User should forward anonymised scanned copies to ccp@kent.ac.uk.

Termination

18. The University of Kent may terminate the Licence by written notice if the Organisation fails to comply with any provision of this Licence.
19. Upon termination the Organisation shall immediately stop using the Product and shall certify to the University of Kent within 5 days that it has removed all copies and associated University of Kent 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.

General

20. The additional clauses set out here together with the Terms and Conditions set out in the Provision of Services form part of the Entire Agreement for the Product.