

# Click-wrap Calculator License

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## PLEASE READ THESE LICENCE TERMS CAREFULLY

This **licence** agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Wales & West Utilities Limited (Company Number: 05046791) of Wales & West House, Spooner Close, Celtic Springs, Newport, NP10 8FZ (**Licensor, us** or **we**) for:

1. The online use of the 'TD13 Calculator' excel spreadsheet including the formulas in the spreadsheet and any associated media (**Calculator**); and
2. Online documentation that we may provide from time to time (**Documentation**).

We license use of the Calculator and Documentation to you on the basis of this **Licence**. We do not sell the Calculator or Documentation to you. We remain the owners of the Calculator and Documentation at all times.

**OPERATING SYSTEM REQUIREMENTS:** THIS CALCULATOR REQUIRES A COMPUTER WITH A MINIMUM OF 2GB OF MEMORY AND A WINDOWS OPERATING SYSTEM AT VERSION 7 OR HIGHER .





## 1.0 Grant and scope of license, minor changes, updates [and upgrades]

- 1.1 In consideration of you agreeing to abide by the terms of this **Licence**, the Licensor hereby grants to you a non-exclusive, non-transferable **licence** to use the Calculator and the Documentation in the UK on the terms of this.
- 1.2 You may:
- (a) install and use the Calculator for your personal purposes only on one central processing unit (CPU) as the **Licence** is a single-user **licence** and the Calculator is for single use;
  - (b) provided it is used at any one time on only one computer owned or leased by you, transfer the Calculator from one computer to another;
  - (c) use any Documentation in support of the use permitted under *Clause 1.2 (a)*.
- 1.3 We may update the Calculator from time to time and will provide version numbers of the Calculator.
- 1.4 The Calculator may be upgraded to reflect changes in the Operating System. The Calculator will work with the current or previous version of that Operating System (as it may be updated from time to time).





## 2.0 Restrictions



Except as expressly set out in this **Licence** or as permitted by any local law, you undertake:

- (a) not to copy the Calculator or Documentation, except where such copying is incidental to normal use of the Calculator or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Calculator or Documentation nor permit the Calculator or any part of it to be combined with, or become incorporated in, any other programs;
- (c) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Calculator nor attempt to do any such things;
- (d) not used to create any Calculator that is substantially similar in its expression to the Calculator;
- (e) to keep all online copies of the Calculator secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Calculator;
- (f) to include our copyright notice on all entire and partial copies of the Calculator in any form;
- (g) not to provide, or otherwise make available, the Calculator in any form, in whole or in part (including, but not limited to, [the formulas], program listings, object and source program listings, object code and source code) to any person without prior written consent from us;
- (h) not to use the Calculator via any communications network or by means of remote access; and





- (i) to comply with all applicable technology control or export laws and regulations.





## 3.0 Intellectual property rights

- 3.1 You acknowledge that all intellectual property rights in the Calculator and the Documentation throughout the world belong to us, that rights in the Calculator are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Calculator or the Documentation other than the right to use the Calculator and the Documentation in accordance with the terms of this **Licence**.
- 3.2 You acknowledge that you have no right to have access to the Calculator in source code form other than as expressly provided in this **Licence**.





## 4.0 Liability



- 4.1 It is a condition of the Licence granted by the Licensor to you that you have in place up to date virus checking software. Accordingly, the Licensor shall not be liable to you for any costs, damages, expenses or losses arising out of or in connection with any virus or infection of your information and technology systems arising as a result of the use of the Calculator by you.
- 4.2 You acknowledge that the Licensor's Licence to you is not subject to any payment by you to the Licensor and that accordingly you acknowledge that the Licensor shall have no liability to you whether in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages pursuant to this Licence. You further acknowledge that this is not a Licence that has been entered into on the Licensor's standard terms and that you have received an inducement to enter into this Licence by way of provision of the Calculator at no cost to you.
- 4.3 The Licensor offers the Calculator as-is and as-available, and makes no representations or warranties of any kind concerning the Calculator, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, performance, accessibility, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable.
- 4.4 You acknowledge that the Calculator has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Calculator as described in the Documentation meet your requirements.





## 5.0 Termination

- 5.1 We may terminate this **Licence** on giving not less than 1 months' written notice to you.
- 5.2 We may terminate this **Licence** immediately by written notice to you if you commit a material or persistent breach of this **Licence** which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 5.3 Upon termination for any reason:
- (a) all rights granted to you under this **Licence** shall cease;
  - (b) you must cease all activities authorised by this **Licence**; and
  - (c) you must immediately delete or remove the Calculator from all computer equipment in your possession and immediately destroy or return to us (at our option) any copies of the Calculator then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.





## 6.0 Communications between us

- 6.1** If you are a consumer, if you wish to contact us in writing, or if any condition in this **Licence** requires you to give us notice in writing, you can send this to us by email or by pre-paid post to Wales & West Utilities Limited at Wales & West House, Spooner Close, Celtic Springs, Newport NP10 8FZ. We will confirm receipt of this by contacting you in writing, normally by email.
- 6.2** If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.





## 7.0 Other important terms

- 7.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 7.2 You may only transfer your rights or your obligations under this **Licence** to another person if we agree in writing.
- 7.3 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 7.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 7.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 7.6 These terms are governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this **Licence**.

