

# **END-USER LICENCE AGREEMENT FOR “NEWHOP SKILLS FOR WORK”**

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## **NOTICE TO USER**

Please read this contract carefully. By using all or any portion of the “NewHop Skills for Work” programme, you are deemed to accept all of the terms and conditions of this Agreement.

## **PARTIES**

1. This Agreement is made between New Horizons Partnership (NHP) of Strabane, County Tyrone, Northern Ireland and you, the person who makes use of the “NewHoP Skills for Work” programme (“programme”).

## **OWNERSHIP**

2. The Intellectual Property rights in the “NewHoP Skills for Work” programme are fully owned by NHP and this Licence Agreement does not change that ownership.

## **LICENCE**

3. NHP grants you, the Licensee, a non-exclusive licence to use the “NewHoP Skills for Work” programme on condition you accept all the conditions listed in this Agreement.

## **GENERAL USE**

4. You may install and use “NewHoP Skills for Work” programme on your compatible computer. The programme may not be shared, installed or used concurrently on different computers.

## **NO MODIFICATIONS**

5. You may not modify, adapt, translate or create derivative works based upon the programme.

## **LIMITATION OF LIABILITY**

NHP accepts no liability to you for any damages, claims or costs whatsoever or consequential damages arising through the use of the programme beyond the extent permitted by applicable law. NHP’s aggregate liability under or in connection with this Agreement shall be limited to the amount you paid for the programme.

## **GOVERNING LAW**

This Agreement is governed by and construed in accordance with the laws of England.

## **GENERAL PROVISIONS**

This Agreement shall not prejudice your Statutory Rights as a consumer.