

# CHANNEL 4 WEBSITE SUBSCRIPTION SALES ORDER FORM

For more details go to [www.channel4.com/learnsubscribe](http://www.channel4.com/learnsubscribe)



## YOUR DETAILS

Title (Dr, Ms, Mr, Mrs)	Postcode
First name	Telephone no.
Surname	Email
Job title	Key contact
School/Organisation (where applicable)	Number of students in school/ organisation
Address line 1	Are you an existing subscriber? <b>yes/no*</b>
Address line 2	If you answered yes above, what is your unique ID number?
Town/City	
County	Please tick if you intend to purchase with e-Learning Credits <input type="checkbox"/>
	Please tick to confirm you have read the terms and conditions <input type="checkbox"/>
	<a href="http://www.channel4.com/learnsubscribe">www.channel4.com/learnsubscribe</a>

\* Delete as applicable

## PLEASE SELECT THE SERVICE(S) YOU REQUIRE

Please select the title(s) and length of subscription period by ticking the boxes below

### gcsEASE – Applied GCSE websites

Title	1 year			2 years			3 years			Total £
	Price	Code	<input type="checkbox"/>	Price	Code	<input type="checkbox"/>	Price	Code	<input type="checkbox"/>	
Applied Business	£100.00	DR400465	<input type="checkbox"/>	£180.00	DS400465	<input type="checkbox"/>	£250.00	DT400465	<input type="checkbox"/>	.....
Leisure and Tourism	£100.00	DR400466	<input type="checkbox"/>	£180.00	DS400466	<input type="checkbox"/>	£250.00	DT400466	<input type="checkbox"/>	.....
Applied Science	£100.00	DR400467	<input type="checkbox"/>	£180.00	DS400467	<input type="checkbox"/>	£250.00	DT400467	<input type="checkbox"/>	.....
Health and Social Care	£100.00	DR400468	<input type="checkbox"/>	£180.00	DS400468	<input type="checkbox"/>	£250.00	DT400468	<input type="checkbox"/>	.....
Applied ICT	£100.00	DR400469	<input type="checkbox"/>	£180.00	DS400469	<input type="checkbox"/>	£250.00	DT400469	<input type="checkbox"/>	.....
Engineering	£100.00	DR400774	<input type="checkbox"/>	£180.00	DS400774	<input type="checkbox"/>	£250.00	DT400774	<input type="checkbox"/>	.....

### Life Stuff website – Citizenship, PSHE and Careers for 14–19 year olds

School/College size	1 year			2 years			3 years			Total £
	Price	Code	<input type="checkbox"/>	Price	Code	<input type="checkbox"/>	Price	Code	<input type="checkbox"/>	
Up to 500 students*	£150.00	EJ400461	<input type="checkbox"/>	£250.00	DU400461	<input type="checkbox"/>	£325.00	DY400461	<input type="checkbox"/>	.....
501–1000 students	£200.00	EK400462	<input type="checkbox"/>	£300.00	DV400462	<input type="checkbox"/>	£375.00	DZ400462	<input type="checkbox"/>	.....
1001–1500 students	£250.00	EL400463	<input type="checkbox"/>	£350.00	DW400463	<input type="checkbox"/>	£425.00	EA400463	<input type="checkbox"/>	.....
1501+ students	£300.00	EM400464	<input type="checkbox"/>	£400.00	DX400464	<input type="checkbox"/>	£475.00	EB400464	<input type="checkbox"/>	.....

\* Home users should choose this option

Subtotal	£	.....
VAT 17.5%	£	.....
Grand total	£	.....
Grand total e-Learning Credits		.....

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## HOW TO PAY

### 1. By Channel 4 invoice

Please tick here  and enter your official order number below (if known) and an invoice will be sent to your school/organisation

Your official order number

NB For all other accounts, please use option 2 or 3 below

### 2. Cheque

I enclose a cheque payable to 4Learning for

£ \_\_\_\_\_

### 3. Credit card/Switch/Delta

Card number

Expiry date

Valid from

Issue number (Switch only)

Cardholder's name and address  
(if different from above)

Name

Address

Postcode

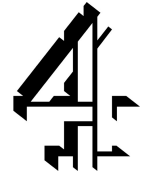
I authorise 4Learning to charge my account with the total amount of my order

Cardholder's signature

Please post or fax this form to:  
4Learning, PO Box 400, Wetherby, LS23 7LG  
Fax no. 08701 246 446

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## TERMS AND CONDITIONS

Channel Four Television Corporation's educational division is 4Learning ("4L"). 4L provide an online educational pay subscription service ("the Service"). Use of the Service is subject to registration and payment of the Subscription Fee and compliance with this User Agreement and the General Conditions of Use by the Customer.

Please read the following User Agreement carefully before using the Service. By using the Service as a Customer you hereby agree to be bound by the User Agreement. If you do not wish to be bound by the terms and conditions of the User Agreement please do not proceed to use the Service.

### 1. Definitions

In this User Agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

"Authorised User" shall mean the Customer, or anyone the Customer is entitled to authorise under their subscription, and has authorised, to use the Service via the unique User ID and User Password provided to the Customer.

"Charges List" shall mean a list of charges for Service including the Subscription Fee and any additional charges for Premium Content as displayed online from time to time.

"Content" shall mean information, video, graphics, sound, music, photographs, software or any other materials (in whatever form) or services which may be made available to the Customer as part of the Service.

"Customer" shall mean the named individual and/or educational institution named on the Subscription Order Form.

"Effective Start Date" shall mean the date on which the Term will begin, being the day when the valid User ID and User Password are issued and notified to the Customer by 4L and the Service is available for the first time.

"Effective End Date" shall mean the date on which Term is due to expire.

"General Conditions of Use" shall mean the conditions of use appended to all 4L managed websites and affiliated websites as the same may be amended from time to time.

"Initial Term" shall mean the first period of subscription to the Service by the Customer.

"Internet" shall mean the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/Internet Protocol").

"Internet Standards" shall mean the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250, and any such amendments to the same or future applicable protocols or standards.

"Premium Content" shall mean exclusive Content for which an extra charge shall be payable by the Customer for access.

"Software" shall mean any software provided by 4L to enable the Customer to access or use the Service.

"Subscription Fee" shall mean the subscription fee for the Service as specified on the [www.channel4.com/learnsubscribe](http://www.channel4.com/learnsubscribe) website or other relevant means of subscribing to the Service provided by 4L or its appointed agents.

"Subscription Order Form" shall mean the registration document completed by the Customer whether online or otherwise applying for access to the Service.

"Term" shall mean the period from the Effective Start Date until the Effective End Date during which 4L will provide the Service to the Customer the details of which are expanded upon in Clause 2 below.

# CHANNEL 4 WEBSITE SUBSCRIPTION SALES ORDER FORM

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“Third Party Information” shall mean information, video graphics, sound, music, photographs, software and/or any other materials (in whatever form) not owned or generated by or on behalf of 4L, including that which may be provided by the Customer.

“URL” shall mean a uniform resource locator, which is the full address for a website.

“User Agreement” shall mean this Agreement, any conditions displayed online as referred to in Clause 6.5 below, the Charges List and the completed Subscription Order Form.

“User ID” shall mean the Customer’s unique identification reference(s) provided by 4L for access to the Service.

“User Password” shall mean the Customer’s unique password(s) provided by 4L for access to the Service.

## 2. Term

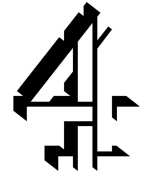
- 2.1 The Service shall be provided for a minimum period of 12 months beginning on the Effective Start Date but otherwise as agreed between the Customer and 4L on the Subscription Order Form.
- 2.2 4L shall notify the Customer via email at various intervals prior to the Effective End Date of the Initial Term and of each Term thereafter that the Subscription Fee is due for renewal and that otherwise the Service will be terminated on the Effective End Date unless the Subscription Fee pertaining to the next Term is paid before expiry of the Term. It shall be the Customer’s responsibility to ensure that the Subscription Fee is paid.
- 2.3 The Subscription Fee and Premium Content Charge shall remain fixed for the Initial Term. For any subsequent Term, 4L reserves the right to vary the Subscription Fee and Premium Content Charge at any time by giving the Customer at least one month’s prior written notice of such variation.

## 3. Provision of the Service

- 3.1 4L shall provide the Service to the Customer under the terms of this User Agreement.
- 3.2 4L shall use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates are estimates and 4L shall not have any liability for any failure to meet any agreed date.
- 3.3 4L shall provide the Service with the reasonable skill and care of a competent online provider.
- 3.4 It is technically impracticable to provide a fault free Service and 4L does not undertake to do so. 4L shall, however, use its reasonable endeavours to repair any reported faults as soon as it reasonably can.
- 3.5 From time to time 4L may:-
  - 3.5.1 for operational reasons change the technical specification of the Service;
  - 3.5.2 temporarily suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so will give as much online, written or oral notice as is reasonably practicable. 4L will restore the Service as soon as it reasonably can after temporary suspension; or
  - 3.5.3 give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any online service provided by 4L to the Customer or any other customer.
- 3.6 With the exception of the Software, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service. In particular, this User Agreement does not include the provision of telecommunications services necessary to connect to the Service.

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3.7 The Customer is responsible for the acts and omissions of all Authorised Users in connection with the Service and is liable for any failure by any Authorised User to perform or observe the terms and conditions of this User Agreement, including any instructions issued under Sub-clause 3.5.3 above.

3.8 4L reserves the right to vary the Content from time to time by adding, removing or modifying Content as 4L thinks fit, and does not guarantee or warrant that any particular item or items of Content will be available at any given time.

## 4. Connection of Equipment to the Service

4.1 The Customer must ensure that any equipment connected to or used with the Service is connected and used in accordance with any instructions, safety or security procedures applicable to the use of that equipment.

4.2 The Customer must ensure that any equipment which is attached (directly or indirectly) to the Service is technically compatible with the Service and approved for that purpose under any relevant legislation.

## 5. Security

5.1 In order to access the Service 4L will issue the Customer with a User ID and User Password. The Customer is responsible for the security and proper use of all User IDs and User Passwords used in connection with the Service and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

5.2 The Customer must immediately inform 4L if there is any reason to believe that a User ID or User Password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

5.3 4L reserves the right (at its sole discretion) to suspend User ID and User Password access to the Service if at any time 4L considers that there is or is likely to be a breach of security.

5.4 4L reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords used by the Customer in connection with the Service.

5.5 The Customer must immediately inform 4L of any changes to the information the Customer supplied when registering for the Service.

## 6. Use of this Service

The Customer agrees and undertakes to comply with the following:-

6.1 the Service is provided solely for the Customer's own use (including use by Authorised Users) and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any third party.

6.2 the Content is protected by copyright, trademark and other intellectual property rights, as applicable. The Customer shall not and shall not permit anyone else to copy, store, adapt, modify, transmit, distribute externally, perform, play or show in public, broadcast or publish any part of the Content. The Content may only be used for the Customer's own purposes.

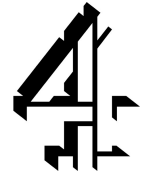
6.3 The Customer is entitled to download and store the Content solely for its own use for the duration of this Contract. On expiry of this User Agreement (either by expiry of the Term or otherwise), the Customer must destroy or erase any Content that has been copied, downloaded or stored during the Term of this User Agreement and, if 4L requires, will confirm in writing to 4L that it has done so.

6.4 The Customer is only allowed to use the Service for the purposes of education and must not commercially exploit any Content or and Premium Content to the commercial detriment of 4L or any supplier to 4L of Content.

6.5 4L cannot warrant or guarantee the accuracy, completeness or appropriateness of Third Party Information which may appear in the Content, nor does 4L, in the normal course, monitor or control such Third Party Information, or any results which may be derived from it. The Customer acknowledges that it is the Customer's responsibility to evaluate the accuracy and completeness of the Content (including any Third Party Information). In particular the

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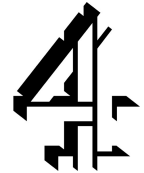


Customer acknowledges that it is not entitled to rely on any Content in making any decision and that the Customer's use of the Content (for whatever purpose) is at the Customer's sole risk.

- 6.6 The Customer acknowledges that there may be additional conditions displayed online relating to particular Content. If the Customer chooses to access such Content those online conditions will also form part of this User Agreement.
- 6.7 The Service must not be used:-
- 6.7.1 fraudulently or in connection with a criminal offence;
  - 6.7.2 to send, receive, upload, download, use or re-use any Content or other information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
  - 6.7.3 in breach of any instructions 4L has given under Sub-clause 3.5.3;
  - 6.7.4 to cause annoyance, inconvenience or needless anxiety;
  - 6.7.5 to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service or by any third party;
  - 6.7.6 other than in accordance with the acceptable use policies of any connected networks and the Internet Standards.
- 6.8 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses: -
- 6.8.1 the Service in contravention of Sub-clauses 6.7.1 to 6.7.7 inclusive above; or
  - 6.8.2 the server capacity or the Software made available to it in any way which, in 4L's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from 4L,
- 4L can treat the contravention as a material breach of this User Agreement that cannot be remedied for the purposes of Clause 14.
- 6.9 The Customer shall indemnify 4L against any claims or legal proceedings which are brought or threatened against 4L by a third party in the following instances: -
- 6.9.1 the Service has been used in breach of this Clause 6 ; or
  - 6.9.2 the Service is faulty or cannot be used by that third party because of any breach of this Clause 6 by the Customer or other Authorised Users under the Customer's control,
- 4L will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.
- 6.10 4L reserves the right to suspend any User ID and User Password access to the Service if at any time 4L considers that there is likely to be a breach of one of the conditions of this User Agreement.
- 7. Internet**
- 7.1 The Service contains links to third party content and or websites on the Internet. The Internet is independent of the Service and 4L Online, and use of the Internet is solely at the Customer's risk and subject to all applicable laws. 4L has no responsibility or liability for any information, software, services or other materials obtained by the Customer using the Internet.
- 8. Intellectual Property Rights**

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- 8.1 Intellectual property rights in the Content, Third Party Information, Software or any other documentation supplied by 4L to the Customer are and remain the property of 4L or its licensors.
- 8.2 The Customer agrees to comply with the terms of any agreements reasonably required by the owner of intellectual property rights in the Content, Third Party Information and Software or any documentation relating to the protection of those rights. Subject to the terms of this Contract, 4L grants the Customer a non-exclusive, non-transferable licence to use the Software or documentation to enable the Customer to use the Service.
- 8.3 The Customer will not, without 4L's prior written consent, copy or (except as permitted by law) disassemble, decompile, or modify the Software, nor copy the manuals or documentation.
- 8.4 4L may offer updates or modifications to the Software or documentation. Any applicable charges for such updates or modifications will be notified to the Customer at the time 4L offers such updates or modifications.

## 9. Confidentiality

- 9.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this User Agreement and will not disclose that information to any person (other than their employees or professional advisers, or in the case of 4L, their employees or their suppliers who need to know the information) without the written consent of the other party.
- 9.2 This clause 9 will not apply to:-
- 9.2.1 any information which has been published other than through a breach of this Contract;
  - 9.2.2 information lawfully in the possession of the recipient before the disclosure under this Contract took place;
  - 9.2.3 information obtained from a third party who is free to disclose it; and
  - 9.2.4 information which a party is requested to disclose and if it did not could be required by law to do so.
- 9.3 This clause 9 will remain in effect for 2 years after the termination of this User Agreement.

## 10. Charges and Deposits

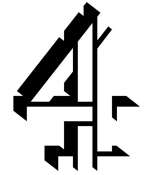
- 10.1 The charges for the Service will be calculated in accordance with the Charges List from the details recorded by or on behalf of 4L. Charges are payable from the date on which the Customer first has access to the Service.
- 10.2 Subscription charges for the Service will be payable annually in advance.
- 10.3 Unless 4L's Charges list provides otherwise, all charges for the Service will be invoiced in pounds sterling and are inclusive of Value Added Tax.

## 11. Limitation of Liability

- 11.1 4L accepts unlimited liability for death or personal injury resulting from its negligence. Clause 11.2 does not apply to such liability.
- 11.2 4L is not liable to the Customer, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data.
- 11.3 The Customer accepts that 4L is under no obligation to edit, review or modify Third Party Information and that 4L does not examine the use to which customers put the Service. However, 4L reserves the right to remove any Third Party Information without notice for any reason whatsoever.
- 11.4 4L excludes all liability of any kind in respect of:-

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11.4.1 Third Party Information, any other material on the Internet which can be accessed using the Service and is not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Service or on the Internet; and

11.4.2 The accuracy, completeness or suitability for any purpose of any Content.

11.5 4L is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.

11.6 Each provision of this User Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

## 12 Force Majeure

12.1 If either party is unable to perform any obligation under this User Agreement because of a matter beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving its employees), or acts of local or central Government or other competent authorities, or events beyond the reasonable control of its suppliers, it will have no liability to the other for that failure to perform.

12.2 If any of the events detailed in clause 12.1 continue for more than 14 days either party may serve notice on the other terminating this Contract, under the terms detailed in Clause 13.

## 13. Termination of this User Agreement by Notice

13.1 Either party may terminate this User Agreement on giving 28 days' notice to the other.

13.2 If the Customer gives notice under clause 13.1 to terminate this User Agreement, 4L shall be entitled to retain all charges paid by customer.

13.3 Termination by notice under this clause 13 does not avoid any liability for the Service already provided.

## 14. Breaches of this User Agreement

14.1 Either party may terminate this User Agreement or the provision of the Service (in whole or in part) under it to the Customer without notice if the other: -

14.1.1 commits a material breach of this User Agreement, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or

14.1.2 commits a material breach of this User Agreement which cannot be remedied; or

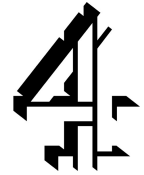
14.1.3 is repeatedly in breach of this User Agreement; or

14.1.4 is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if it goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over its assets.

14.2 If 4L reasonably believes the Customer has breached any of the terms or conditions of this User Agreement, 4L may suspend the Service (in whole or in part) without prejudice to its right to terminate this User Agreement. Where the Service is suspended under this clause, the Customer will not be entitled to a refund of any charges already paid.

# CHANNEL 4 WEBSITE SUBSCRIPTION SALES ORDER FORM

For more details go to [www.channel4.com/learnsubscribe](http://www.channel4.com/learnsubscribe)



- 14.3 If either party delays in acting upon a breach of this User Agreement that delay will not be regarded as a waiver of that breach. If either party waives a breach of this User Agreement a waiver in that instance shall not be taken as an agreement to waive any further breaches whether of the same kind or otherwise.
- 14.4 If 4L terminates this Contract under clause 14.1, the Customer must pay 4L all charges which are due for the Service under the User Agreement.
- 14.5 The Customer shall continue to be liable to pay all charges due for the Service and provision of Premium Content during any period in which the Customer fails to comply with this User Agreement, including for any period when the Service is suspended.

## 15. Assignment

- 15.1 Neither party may assign or transfer any of their rights or obligations under this Contract, without the written consent of the other.

## 16. Entire Agreement

- 16.1 This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

## 17. Notices

- 17.1 Notices given under this User Agreement must be in writing and delivered by hand, or sent by prepaid post, fax or email as follows:-
  - 17.1.1 to 4L at the address shown on [channel4.com/learning](http://channel4.com/learning) or on the last bill or any alternative address which 4L notifies to the Customer at any time;
  - 17.1.2 to the Customer at the address, fax number or email address which the Customer has provided on the Subscription Order Form.

## 18. Amendments to this User Agreement

- 18.1 4L can change the terms of this User Agreement (excluding the charges) at any time on 14 days' notice to the Customer.

## 19. Law

This User Agreement is governed by the law of England and Wales. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales.