

# TT-Options Software

Copyright © 1982-2016 Keith Johnson, Chris Johnson,  
1999-2016 October ReSolutions Limited.

The rights of Keith Johnson, Chris Johnson and October ReSolutions Limited to be identified as the authors of this work have been asserted by them in accordance with the Copyright, Designs and Patents Act 1988. All rights reserved.

TT-Options is licensed on the understanding that it is used solely by and for the purchasing school or college. Any queries should be addressed to the authors.

## TT-OPTIONS SOFTWARE LICENCE AGREEMENT

The Licence Agreement is effective from the day of installation of the Software, and remains effective until terminated. You may terminate it at any time by destroying the Software together with any copies currently in your possession. The Licence also terminates if you fail to comply with the terms and conditions of this agreement, and additionally you need to destroy any copies or variations of the software.

Using the Software indicates your acceptance of the Licence Terms.

IF YOU DO NOT ACCEPT THESE LICENCE TERMS, YOU MUST RETURN THE SOFTWARE AND DESTROY ALL COPIES.

### TT-Options Software Licence Terms

The following terms govern your use of the enclosed Software unless you have a separate written agreement with October ReSolutions Limited.

ORL grants you a license to Use one copy of the Software. "Use" means installing and running the Software. You may not modify the Software or associated documentation in any way, or disable any licensing or control features of the Software.

### Licence Conditions

October ReSolutions Limited and its agents or subsidiaries ("ORL"), grants to you the right to use this software provided that: (i) the Software is not redistributed in any form, manner or medium; (ii) the software is used only in the manner and for the purposes described in the TimeTabler Manual and associated documentation; (iii) the Software is not and MAY NOT be modified in any way; (iv) the Licence is for a single school as defined by the DfE School/Establishment Number (or equivalent unique school ID in other countries).

### Annual HelpLine Support & Licence Fee

You agree to pay ORL an annual HelpLine Support & Licence Fee for as long as you use the software. If you stop using the software, the software must be removed from all your computers, and the software discs (or other media on which the software was supplied) must be returned to ORL, along with all related Manuals and documentation. The Head or equivalent of your school or organisation must also provide ORL with written confirmation that you are ceasing to use the software and have taken all appropriate steps as outlined above.

### Copyright

The Software is owned by ORL and is protected by copyright laws and international treaty provisions. You may not remove the copyright notice from any copy of the software or from any copy of the TT-Options manual or any associated documentation that may accompany the software.

### Restrictions

You may not rent, lease, license or sell the software to any third party. You may not, under any conditions, reverse engineer, decompile or disassemble the software. You may not use the software for a purpose other than that for which it was intended.

### Ownership

The Software is owned and copyrighted by ORL. Your Licence confers no title or ownership in the Software.

### Copies

You may only make copies of the Software for your own archival backup purposes, or if authorized to do so by a representative of ORL.

### No tampering, etc.

You are forbidden from unauthorized copying, re-installing, modifying, adjusting, removing or otherwise tampering with the Software in any manner, without prior written consent from a representative of ORL. A breach of this condition may result, if ORL so desire, in this Agreement being terminated by ORL without notice. Any instruction given by the ORL HelpLine Adviser when offering remedial support is excluded from this clause.

### No Disassembly or Decryption

You may not disassemble or decompile the Software under any circumstances.

### No Transfer

Your Licence may not be transferred to any other party.

### Termination

ORL may terminate your Licence upon notice for failure to comply with any of these License Terms. Upon termination, you must immediately destroy the Software and all copies.

### Interruption

ORL does not warrant that the operation of the Software will be uninterrupted or error free.

If notified of a problem which affects the normal operation of the Software, ORL will attempt, where possible, to repair the Software to satisfactory working order within a reasonable time.

This does not apply to any problem resulting from improper, unauthorized or undocumented use of the Software, or to any use of the Software which is in breach of the Licence.

### No Warranty

Any use by you of this software is at your own risk. The software is provided "as is" and without any warranty of any kind. To the maximum extent permitted by Law, ORL disclaims all warranties of any kind, whether express or implied, including, without limitation, all warranties of fitness for a particular purpose. ORL is not obligated to provide any updates; all updates to the software will be at the discretion of ORL.

### Exclusions

All warranties under this Agreement do not include maintenance or support of accessories, attachments, peripherals, machines or other devices not supplied by ORL, or otherwise outside the Software. If you or any person other than a representative of ORL performs remedial action or support of the Software, and as a result a representative of ORL is required to restore the Software to good working condition, such work will be carried out at the then applicable ORL rates and terms. ORL will not be liable for any damage resulting from accident, neglect, misuse, as a result of other than ordinary use, or as a result of software, machines or other devices not supplied by ORL.

### Limitation of Liability

ORL's liability under this Agreement whether arising from breach of contract, negligence or otherwise, is limited to the making good or replacement of the Software.

ORL shall not be liable under any circumstances whatsoever for any incidental loss or damage suffered or incurred (including, without limitation, incidental, direct, indirect, special and consequential damages, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the software, even if a representative of ORL has been advised of the possibility of such damage. (If your state or country does not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you).

### Entirety of Contract

This Licence Agreement embodies the entire agreement between the parties and may be waived, amended or supplemented only in writing executed jointly by ORL and you.

You agree that this is the complete and exclusive statement of the Agreement between you and ORL which supersedes any proposal or prior agreement, oral or written, and any other communications between you and ORL (or any representative of ORL) regarding the subject of this Licence Agreement. If any provision of this Agreement is found unenforceable, it will not affect the validity of this Agreement, which shall remain valid and enforceable according to its terms.

The Agreement shall be construed, interpreted and governed by the laws of the United Kingdom.

This Agreement is the entire agreement between you and ORL, and you agree that ORL will not have any liability whatsoever for any untrue statement or representation made by it, its agents or anyone else (whether innocently or negligently) upon which you relied upon entering this Agreement, unless such untrue statement or representation was made fraudulently.

**INSTALLATION OF THE SOFTWARE CONSTITUTES YOUR FULL AGREEMENT TO ALL PARTS OF THIS LICENCE.**

### Contact details

Should you have any questions concerning this Agreement, or if you wish to contact ORL for any reason, please contact us in any of the following ways:

By e-mail: [support@timetabler.com](mailto:support@timetabler.com)

By fax: 0161 776 4391

By post: October ReSolutions Limited, 3 Crown Green, Lymm, Cheshire, WA13 9JG, United Kingdom.

Copyright © 2016, October Resolutions Limited. All rights reserved.