

Welcome to the Wootenshire Shared World Licence (the **Licence**).

The aim of the Licence is to allow an author or other contributor to the fictional world of Wootenshire (as described at wiki.wootenshire.co.uk, and referred to as the **World** in this Licence), to create a Derivative Work based in the World, to profit commercially from that work if they wish to do so, and also to allow others make their own new work based on it, subject to certain conditions which are set out below.

This Licence is a legal document and You are advised to read it and print a copy of it for Your records before You accept its terms. By exercising the rights granted by this Licence, and as consideration for them, You accept the terms of this Licence and agree to be bound by them. If You do not agree to the terms of the Licence, You are not permitted to make any use of the Work (as defined below) or the materials on our wiki at wiki.wootenshire.co.uk (the **Wiki**) or on our website at www.wootenshire.co.uk (the **Website**) for the purpose of creating any Derivative Work based in the World, and You must not do so.

Licence terms

1. Interpretation

The following definitions and rules of interpretation apply in this Licence.

1.1 Definitions:

Copyright: all copyright and rights in the nature of copyright subsisting in the Work in any part of the world to which the Licensor is, or may become, entitled.

Derivative Work: any work subject to Copyright that is derived from or is based upon the Work, or which is derived from or is based in or upon the World, and that is itself substantially a new work but which uses, refers to or builds upon characters, locations or events from the Work or the World (as the case may be), in any media or format, in a manner requiring permission under the Copyright held by the Licensor. For the avoidance of doubt, a Derivative Work that is released under a Derivative Work Licence shall, for the purposes of the Derivative Work Licence, be a Work.

Derivative Work Licence: the licence granted in respect of a Derivative Work on the same terms as this Licence.

Licence: this licence agreement.

Licensor: the individual, individuals, entity or entities that offer(s) the Work under the terms of this Licence.

Non-commercial Use: use that is not primarily intended for or directed towards commercial advantage or monetary compensation.

Original Author: the individual (or entity) who created the Work and/or the World (as the case may be).

TPMs: those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on 20 December 1996 and/or similar international agreements.

URL: uniform resource locator, being the address of a resource on the internet that indicates the location of a resource as well as the protocol used to access it.

Website: the website at www.wootenshire.co.uk, in which the copyright, rights in the nature of copyright, and all other rights are owned by, or licensed to, Wootenshire Limited.

Wiki: the wiki at wiki.wootenshire.co.uk, in which the copyright, rights in the nature of copyright, and all other rights are owned by, or licensed to, Wootenshire Limited.

Wiki Data: information on the Wiki describing or otherwise detailing the characters, locations and events that are set in the World, as featured in the Work and other pre-existing works.

Wootenshire Limited: a company incorporated and registered in England and Wales with company number 11893308 and its registered office at 12 Cae Melin Little Mill, Pontypool, Monmouthshire NP4 0HX.

Work: the work protected by Copyright which is offered under the terms of this Licence (including, where the context so requires, the World).

World: the fictional world of Wootenshire, as described on the Wiki and the Website in which the copyright, rights in the nature of copyright, and all other rights are owned by, or licensed to, Wootenshire Limited.

World Rules: the rules set out on the front page of the Wiki, as amended from time to time.

You: an individual or entity exercising rights under this Licence who has not previously breached the terms of this Licence with respect to the Work, or who has received express permission from the Licensor to exercise rights under this Licence despite a previous breach, and **Your** shall be construed accordingly.

1.2 Clause headings shall not affect the interpretation of this Licence.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to an **entity** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 References to clauses are to the clauses of this Licence.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.8 This Licence shall be binding on, and enure to the benefit of, the parties to this Licence and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax and email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Grant of licence

- 2.1 The Licensor hereby grants to You a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence under the Copyright to do the following acts, subject to, and in accordance with, the terms of this Licence:
- (a) copy and use the Work for your own personal use and enjoyment; and
 - (b) create one or more Derivative Works, subject to the provisions of clause 3, in each case (unless subject to an exception in clause 3.3) for Non-commercial Use.
- 2.2 You agree and undertake that You shall not:
- (a) offer nor seek to impose any additional, lesser or different terms or conditions or TPMs to the Work that alter or restrict the terms of this Licence or any rights granted under it or has the effect or intent of restricting the ability to exercise those rights;
 - (b) grant any sub-licence permitting any third party to exercise the rights granted to You under this Licence;
 - (c) subject the Work to any derogatory treatment as defined in the Copyright-Designs and Patents Act 1988.
- 2.3 You agree and undertake that You shall:
- (a) recognise the Licensor's and/or the Original Author's right of attribution in any Derivative Work that You publish, distribute, perform or otherwise disseminate to the public (being any third party) and ensure that You credit

the Licensor and/or the Original Author as appropriate in the context of the relevant media used; and

- (b) to the extent reasonable practicable, keep intact all notices that refer to this Licence, in particular the URL, if any, that the Licensor specifies to be associated with the Work, unless such URL does not refer to the copyright notice or licensing information for the Work.

2.4 Nothing in this Licence grants You the right, or constitutes permission to You, to assert or in any way imply that You are affiliated or connected with, or endorsed or sponsored by, the Licensor, the Original Author or any other party who is entitled to attribution under clause 2.3.

3. Derivative Works

3.1 You agree and undertake that, when creating any Derivative Work, You shall:

- (a) comply with the obligations set out in clause 2.3;
- (b) not enforce the rights referred to in clauses 5.2 and 5.3 to the limited extent necessary to allow others to exercise the rights set out in this Licence, but not otherwise;
- (c) ensure that the Derivative Work is consistent with the Wiki Data and that it complies with the World Rules, in each case as they apply at the time that it is first published, released, distributed, performed, disseminated or otherwise made available to the public (being any third party);
- (d) add to, or appropriately update, the Wiki Data in relation to the content of the Derivative Work, prior to or at the same time as publishing, releasing, distributing, performing, disseminating or otherwise making available to the public (being any third party) the Derivative Work, provided that You shall make only such additions or updates to the extent necessary to reflect the content of the Derivative Work and not otherwise, such that the Wiki Data and the Wiki remain at all times consistent with the content of the Work and the Derivative Work;
- (e) at all times act in good faith in relation to the World, the Wiki, the Original Author, the Work and other works set in the World, including (but not limited to) not introducing characteristics, plots or story lines in respect of characters, locations, or events previously introduced to the World by authors other than You, where doing so could reasonably be considered to be prejudicial or malicious, whether in relation to unresolved or ongoing plots or story lines or future works by the Original Author or other authors or otherwise, including works forming part of series or sagas;
- (f) publish, release, distribute, perform, disseminate or otherwise make available to the public (being any third party) any such Derivative Work only on the basis of a Derivative Work Licence (and not offer or seek to impose any additional, lesser or different terms or conditions or TPMs that alter or restrict the terms of the Derivative Work Licence or any rights granted under

it or has the effect or intent of restricting the ability to exercise those rights) and make reference to the Derivative Work Licence by URL; and

- (g) publish, release, distribute, perform, disseminate or otherwise make available to the public (being any third party) any such Derivative Work with the prominent endorsement “Official Wootenshire Licensed Product”, as appropriate in the context of the relevant media used.

3.2 In relation to any Derivative Work that You create, You warrant that:

- (a) it is Your own original work and has not been copied wholly or substantially from any source other than (and subject to You complying with clause 2.3) the Work; and
- (b) the publication, release, distribution, performance, dissemination or otherwise making available to the public (being any third party) of the Derivative Work under a Derivative Work Licence will not infringe the rights of any third party.

3.3 The limitation in respect of Non-commercial Use set out in clause 2.1 shall not apply in respect of Your exploitation of Your own Derivative Work.

4. Use of Work by others

4.1 Each and every recipient of the Work automatically receives an offer from the Licensor to use the Work on the same terms as are granted to You under this Licence.

4.2 This Licence does not affect or limit any rights that may apply under any applicable law, including fair use, fair dealing or any other legally recognised exception to copyright infringement.

5. Reserved rights

5.1 All rights not expressly granted by the Licensor are hereby reserved, including (but not limited to) the exclusive right to collect, whether individually or via a licensing body, such as a collecting society, royalties for any use of the Work.

5.2 The moral rights of the Original Author of the Work to be identified as the respective authors thereof, whether under Chapter 4 of the Copyright, Designs and Patents Act 1998 or equivalent laws in any jurisdiction other than England and Wales, are reserved to them in full and nothing in this Licence shall constitute a waiver of such rights.

5.3 The publicity, privacy and/or other similar personality rights of the Original Author of the Work, existing anywhere in the world, are reserved to them in full and nothing in this Licence shall constitute a waiver of such rights.

5.4 For itself, the Licensor agrees not to enforce the rights referred to in clauses 5.2 and 5.3 to the limited extent necessary to allow You to exercise the rights set out in this Licence, but not otherwise.

5.5 Patents and trade marks are not licensed under this Licence.

6. Representations, warranties and disclaimer

6.1 Except as required by law, the Work is licensed by the Licensor on an “as is” basis and without any warranty of any kind, whether express, implied or otherwise, including (without limitation) warranties as to title, satisfactory quality, fitness for purpose, non-infringement, absence of defects or latent defects, accuracy, or absence of errors.

7. Liability and indemnity

7.1 To the fullest extent permitted by law, the Licensor shall not be liable to You for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from Your exercise of the rights granted to You under this Licence.

7.2 You shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

- (a) Your exercise of the rights granted to You under this Licence; or
- (b) Your breach or negligent performance or non-performance of this Licence; or
- (c) Your breach of the warranty set out in clause 3.2; or
- (d) the enforcement of this Licence by the Licensor.

7.3 The indemnity set out in clause 7.2 shall not cover the Licensor to the extent that a claim under it results from the Licensor's negligence or wilful misconduct.

7.4 If a payment due from You under clause 7.2 is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from You such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

7.5 Nothing in this Licence shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.

8. Assignment and other dealings

- 8.1 You shall not assign, transfer, mortgage, charge, sub-license, subcontract, delegate, declare a trust over or deal in any other manner with any or all of Your rights and obligations under this Licence without the prior written consent of the Licensor.
- 8.2 The Licensor may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and / or obligations under this Licence.

9. Termination

- 9.1 The rights granted to You under this Licence shall terminate automatically upon any breach by You of the terms of this Licence or upon Your death or insolvency.
- 9.2 Notwithstanding clause 9.1, individuals or entities who have received Derivative Works from You under a Derivative Work Licence will not have their Derivative Work Licences terminated provided that such individuals or entities continue to comply with the terms of those Derivative Work Licences.

10. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11. Entire agreement

- 11.1 This Licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.

12. Severance

- 12.1 If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 12.2 If any provision or part-provision of this Licence is deemed deleted under clause 12.1 the parties agree that it shall be replaced by such replacement provision that counsel

retained by the Licensor advises, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. Third party rights

13.1 This Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

14. No partnership or agency

14.1 Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. Inadequacy of damages

Without prejudice to any other rights or remedies that the Licensor may have, You acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Licence by You. Accordingly, the Licensor shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Licence.

16. Governing law

This Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Licence or its subject matter or formation.