

Product Licence

between

Cabot Financial (Europe) Limited

and

Licensee

Contents

Clause

1.	Interpretation	1
2.	Grant.....	3
3.	Quality control and marking	3
4.	Intellectual property rights	4
5.	New Works	5
6.	Marketing	5
7.	Confidentiality.....	6
8.	Protection of Intellectual Property Rights	6
9.	Liability, indemnity and insurance.....	7
10.	Sub-licensing and Subcontracting	8
11.	Assignment and other dealings	8
12.	Termination.....	9
13.	Effect of termination	10
14.	Waiver	10
15.	Entire agreement	11
16.	Variation.....	11
17.	Severance.....	11
18.	Third party rights.....	11
19.	No partnership or agency.....	11
20.	Notice	11
21.	Inadequacy of damages	12
22.	Governing law and jurisdiction	12

Schedule

SCHEDULE 1	THE WORK.....	14
SCHEDULE 2	QUALITY STANDARDS	ERROR! BOOKMARK NOT DEFINED.
SCHEDULE 3	GUIDELINES - HOW TO WORK WITH THE PRODUCT	16

THIS AGREEMENT is dated the date of which you accept these terms and conditions and download the materials.

Parties

- (1) Cabot Financial (Europe) Limited incorporated and registered in the United Kingdom with company number 03439445 whose registered office is at 1 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA (**Licensor**).
- (2) The Company, School or professional body entering into this Agreement (**Licensee**).

Background

- (A) The Licensor has created the Work and Product (as defined below).
- (B) The Licensee wishes to receive and the Licensor is willing to grant to the Licensee a licence on the terms and conditions set out in this agreement to reproduce, distribute and use the Product (as defined below) for educational purposes in the United Kingdom.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

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.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Guidelines: the Licensor's guidelines with regard to the depiction and use of the Product set out in Schedule 3.

Intellectual Property Rights: the Copyright, the Trade Mark and all other intellectual property rights or similar rights in any part of the world relating to the Work and/or the Product, including goodwill, design rights, database rights and moral rights.

Product: The Skills 4 Bills™ game based on the Work.

Purpose: educational purposes in schools, colleges and other educational establishments.

New Works: any works produced by the Licensee based on the Work, including altered or adapted versions of the Product produced.

Quality Standards: the Licensor's standards of quality with regard to the Product as set out in Schedule 2.

Territory: the United Kingdom.

Trade Mark: the Licensor's trade mark for SKILLS 4 BILLS, no. 3015374 at the UK Intellectual Property Office and related goodwill.

Work: the works shown in Schedule 1.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 **Writing** or **written** includes faxes and e-mail.
- 1.9 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2. **Grant**

2.1 The Licensor hereby grants to the Licensee a non-exclusive royalty-free licence under the Copyright and Trade Mark to do the following acts for the Purpose in the Territory for the term of this agreement, subject to, and in accordance with, the terms of this agreement:

- (a) download the Product from the Licensor's Skills 4 Bills website;
- (b) reproduce, at the Licensee's cost, the Product in accordance with the Quality Standards;
- (c) distribute and use the Product on a non commercial basis.

2.2 The Licensor shall under no circumstances be liable to the Licensee for any cost and/or losses arising as a result of the exercise of the licence in accordance with clause 2.1.

2.3 The Licensee shall not:

- (a) download, reproduce, distribute or use the Product for any purpose outside the Purpose;
- (b) sell, advertise for sale or otherwise distribute the Product on a commercial basis, or seek to do so;
- (c) add its own or any other branding or trade marks to the Product; or
- (d) make any use of the Work outside the terms of the licence granted under clause 2.1.

3. **Quality control and marking**

3.1 In exercising the licence granted under clause 2.1 above, the Licensee shall reproduce, distribute and use the Work in full (including the photo credit pages) without any omission, alteration or amendment. The Licensee shall use the Product strictly in accordance with the Guidelines.

3.2 The Licensee shall at all times use the most recent and updated version of the Product as then appearing on the Licensor's Skills 4 Bills website.

3.3 The Licensee shall procure that the Product and all materials used in connection with the Product be marked with a notice in the following terms:

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or such other notice as may be communicated from time to time by the Licensor.

- 3.4 The Licensee shall, in exercising its rights under this agreement, comply with all applicable laws, regulations, codes of practice and professional rules, including in relation to data protection, privacy laws and advertising.
- 3.5 The Licensee shall promptly provide the Licensor with copies of all communications, relating to the Product with any regulatory, industry or other authority.
- 3.6 The Licensee shall provide the Licensor with details of any complaints it receives relating to the Product together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by the Licensor in respect thereof.
- 3.7 The Licensee shall, at the Licensee's own expense at any time at the Licensor's request, supply to the Licensor (a) samples of the Product and associated marketing materials which it has used; and (b) stocks of any non current versions of the Product which it may have in its possession or control.

4. Intellectual property rights

- 4.1 The Licensee acknowledges that the Intellectual Property Rights belong to the Licensor and that it shall not acquire any rights other than those expressly set out in this agreement.
- 4.2 The Licensor asserts the Licensor's moral right under Chapter 4 of the Copyright, Designs and Patents Act 1988 to be identified as the author of the Work.
- 4.3 Any goodwill derived from the use by the Licensee of the Trade Mark shall accrue to the Licensor. The Licensor may, at any time, call for a confirmatory assignment of that goodwill and the Licensee shall immediately execute it.
- 4.4 The Licensee shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Copyright, the Trade Mark or the reputation or goodwill associated with the Trade Mark or with the Licensor, or that may invalidate or jeopardise registration of the Trade Mark
- 4.5 The Licensee shall not do any act that would, or would be likely, to bring the Licensor or the Product into disrepute.
- 4.6 The Licensee shall not apply for, or obtain, registration of the Trade Mark for any goods or services in any country.

4.7 The Licensee shall not apply for, or obtain, registration of any trade or service mark, company name, business name or domain name in any country which consists of, or comprises, or is confusingly similar to, the Trade Mark

5. New Works

5.1 The Licensee acknowledges and agrees that all copyright and rights in the nature of copyright and any other intellectual property rights subsisting in any part of the world in any New Works shall vest in the Licensor.

5.2 The Licensee hereby assigns to the Licensor absolutely the entire copyright and all other rights in the nature of copyright subsisting in any New Works, and all other rights of whatever nature, whether now known or created in the future, to which the Licensee may be entitled by virtue of the laws in force in any part of the world in such New Works, in each case for the whole term including any renewals, reversions, revivals and extensions.

6. Marketing

6.1 The Licensee shall ensure that all marketing and promotional activities relating to the Product are appropriate to the non commercial nature of the Product and its intended use by children.

6.2 The Licensee shall use its best endeavours to promote and expand the supply of the Product and shall provide such advertising and publicity as may reasonably be expected to bring the Product to the attention of as many schools as possible within its locality.

6.3 The Licensee undertakes not to seek national or international media or PR in respect of the Product.

6.4 The Licensee undertakes not to portray or otherwise hold out that it has an association, partnership or affiliation with the Licensor. Where PR, photographs, magazines or newspaper articles ("Publications") either negative or positive, are released as a result of the Licensee using the Product, the Licensee shall only be permitted to make reference to the Licensor in respect of the Product.

6.5 The Licensee undertakes to provide a copy of such Publications of which it becomes aware, subject to copyright clearance and relevant consents, to the Licensor or otherwise refer the Licensor to the relevant source of the Publications.

7. Confidentiality

7.1 The Licensee shall keep secret and confidential:

- (a) the terms of this agreement; and
- (b) any information of a confidential nature communicated to it by the Licensor, either preparatory to, or as a result of, this agreement,

and shall not use the same for any purpose except for the purpose of exercising or performing its rights and obligations under this agreement and shall not disclose the same to any person other than any of its officers or employees who need to know such information for the purposes of carrying out the Licensee's obligations under this agreement or its professional advisors, provided that prior to disclosure to any such officer, employee or professional advisor it informs such person of the confidential nature of the information and is responsible for such person's compliance with the confidentiality obligations set out in this clause 7 and, if necessary, shall promptly enforce such obligations either on its own motion or at the request of the Licensor.

7.2 The provisions of clause 7.1 shall not apply to such information that:

- (a) was known, or available on a non-confidential basis, to the Licensee before it was disclosed to it by the Licensor;
- (b) is or becomes generally available to the public (otherwise than through a breach of this clause 7);
- (c) the parties agree in writing is not confidential or may be disclosed; or
- (d) the Licensee is required to disclose by law, court order or any governmental or regulatory authority provided that, to the extent it is legally permitted to do so, it gives the Licensor as much notice of such disclosure as possible and takes into account the reasonable requests of the Licensor in relation to the content of such disclosure.

7.3 The provisions of this clause 7 shall remain in force notwithstanding expiry or earlier termination of this agreement.

8. Protection of Intellectual Property Rights

8.1 The Licensee shall immediately notify the Licensor in writing giving full particulars if any of the following matters come to its attention:

- (a) any actual, suspected or threatened infringement of the Intellectual Property Rights;
- (b) any claim made or threatened that the Work or the Product infringes the rights of any third party; or

- (c) any other form of attack, charge or claim to which the Intellectual Property Rights may be subject.

8.2 In respect of any of the matters listed in clause 8.1:

- (a) the Licensor shall, at its absolute discretion, decide what action to take, if any;
- (b) the Licensor shall have exclusive control over, and conduct of, all claims and proceedings;
- (c) the Licensee shall not make any admissions other than to the Licensor and shall provide the Licensor with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
- (d) the Licensor shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for his own account.

8.3 The provisions of section 101A of the Copyright, Designs and Patents Act 1988 and Section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.

8.4 Nothing in this agreement shall constitute any representation or warranty that (a) the Product is suitable or fit for any purpose; or (b) the exercise by the Licensee of rights granted under this agreement will not infringe the rights of any person.

9. **Liability, indemnity and insurance**

9.1 To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this agreement.

9.2 The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) (each a **Claim**) suffered or incurred by the Licensor arising out of or in connection with the Licensee's exercise of its rights granted under this agreement or any breach by the Licensee of the terms of this agreement.

9.3 If any third party makes a Claim, or notifies an intention to make a Claim, against the Licensor which may reasonably be considered likely to give rise to a liability under this indemnity (a **Relevant Claim**), the Licensor shall:

- (a) as soon as reasonably practicable, give written notice of the Relevant Claim to the Licensee, specifying the nature of the Relevant Claim in reasonable detail;
 - (b) not make any admission of liability, agreement or compromise in relation to the Relevant Claim without the prior written consent of the Licensee (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Licensor may settle the Relevant Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Licensee, but without obtaining the Licensee's consent) if the Licensor believes that failure to settle the Relevant Claim would be prejudicial to it in any material respect;
- 9.4 If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee 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.
- 9.5 The Licensee shall, at its expense, carry product liability and comprehensive general liability insurance coverage of an amount adequate to support its liabilities under this agreement.
- 9.6 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

10. Sub-licensing and Subcontracting

The Licensee shall not grant sub-licences under this agreement nor subcontract the performance of any act in the exercise of this licence, save for printing in accordance with the Quality Standards.

11. Assignment and other dealings

- 11.1 The Licensee shall not assign or charge any of its rights or obligations under this agreement.
- 11.2 The Licensor may at any time and without the consent of the Licensee assign or charge any of its rights or obligations under this agreement.
- 11.3 The Licensee shall, upon request from the Licensor, execute any agreements or other instruments (including any supplement or amendment to this agreement) which may be required in order to give effect to any dealing referred to in clause 11.2.

12. Termination

- 12.1 The Licensor may terminate this agreement at any time on giving 30 days written notice to the Licensee.
- 12.2 The Licensor may terminate this agreement with immediate effect by giving written notice to the Licensee if any of the following circumstances arises:
- (a) the Licensee commits a material breach of this agreement and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
 - (b) the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (c) the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into, any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;
 - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;
 - (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over the Licensee;
 - (f) a floating charge holder over the assets of the Licensee has become entitled to appoint, or has appointed, an administrative receiver;
 - (g) a person becomes entitled to appoint a receiver over the assets of the Licensee, or a receiver is appointed over the assets of the Licensee;
 - (h) a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets, and such attachment or process is not discharged within 14 days;
 - (i) any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect

equivalent or similar to any of the events mentioned in clause 12.2(b) to clause 12.2 (h)(inclusive);

- (j) the Licensee suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (k) there is a change of control of the Licensee;
- (l) there is any reputational risk, pending or actual regulatory action, claims against the Licensee relating to the Product or complaints about the Licensee in relation to its conduct or in relation to the Product;
- (m) the Licensee's membership, authorisation, permission, registration, consent, licence from or of the Credit Services Association or any regulatory body which governs the Licensee's business has been revoked, suspended or cancelled; or
- (n) the Licensee challenges the Licensor's ownership of the Intellectual Property Rights.

13. Effect of termination

13.1 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:

- (a) all rights and licences granted pursuant to this agreement shall cease;
- (b) the Licensee shall cease to make any use of the Work and the Product;
- (c) within 14 days after the date of termination the Licensee shall promptly destroy all units of the Product in its possession or control.

13.2 The expiry or termination of this agreement for any reason shall not affect any provision of this agreement which is expressed to survive or operate in the event of expiry or termination and shall be without prejudice to the provisions of this clause 13 and to any rights of either party which may have accrued by, at or up to the date of such expiry or termination.

14. Waiver

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

15. Entire agreement

15.1 This agreement and any documents referred to in it constitute the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

15.2 Each of the parties acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this agreement.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

16. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Severance

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

18. Third party rights

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

19. No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of another party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

20. Notice

20.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, or via email to each party required to receive the notice or communication as set out below:

- (a) Licensor: Skills 4 Bills, Cabot Financial (Europe) Limited, 1 Kings Hill Avenue, Kings Hill, West Malling, ME19 4UA (cc. Legal Department).

Email: enquiries@skills-4-bills.co.uk

Fax: +44 1732 522 374

- (b) The registered office address or the address given to the Licensor at the time of entering into this Agreement for the company, school or professional body.

or as otherwise specified by the relevant party by notice in writing to each other party.

20.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (d) if sent via electronic communication (email).

20.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

21. Inadequacy of damages

Without prejudice to any other rights or remedies that the Licensor may have, the Licensee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Licensee. Accordingly, the Licensor shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

22. Governing law and jurisdiction

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

22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 The Work

The items below and such other updated and replacement materials relating to the Skills 4 Bills™ game as the Licensor may from time to time add to its website at its sole discretion.

The logo



The materials



[Include also the entertainment cards, the photo credits page and all other materials]

Schedule 2 Quality Standards

1.0 Printing internally

Material which has been downloaded from the Skills 4 Bills website in PDF format may be reproduced by printing internally using a standard deskjet, inkjet or laserjet printer.

For best results it is recommended that the material is printed in A4 portrait.

The Licensee undertakes not to seek to reproduce the material downloaded from the Skills 4 Bills website with an external printing company unless it adheres to the Guidelines set out in clause 2.0 of this Schedule.

2.0 Professionally Printing

The Licensee undertakes to use the printing company specified by the Licensor :

[Printer Company details to be included here]

Whilst the Licensor has negotiated preferential rates with the printing company, the Licensor cannot be held responsible for any increases in prices or for any materials that the printing company produces.

Schedule 3 Guidelines - How to work with the Product

Engaging with the School

The Licensee should aim to contact their local school by way of written communication explaining the concept of the game.

Once an appointment has been made with the local school, the Licensee will be solely responsible for ensuring that its chosen attendees comply with the regulations and requirements for the school in terms of CRB checks or disclosures.

In addition, the Licensee will be solely responsible for obtaining consent from the school and parental consents if it wishes to take photographs on the day.

Setting up Instructions

1. Nine desks are set up in the school hall in a horseshoe formation and each will represent a financial element of life
2. The desks are:
 - Tax and pension deductions
 - Home
 - Living costs/Bills
 - Transport
 - Events
 - Holidays
 - Entertainment
 - Accountant
 - Financial Discussion
3. The game involves students visiting each desk and at most desks, a financial transaction will take place. Therefore each of these desks should be hosted by an individual who needs to negotiate with the student on what they should purchase from the desk. During round one, this role will include trying to encourage the student to spend more than they may be able to afford by purchasing the more expensive items.
4. The playing cards relating to each desk should be spread out and placed face-up at each desk, with the exception of the Events desk where the cards should be spread out and placed face-down.
5. The students are gathered together in a group and provided with an explanation of how the game will work, as below. It is also essential to inform the students about income tax and why it is paid, i.e. it is used by the government to pay for things like healthcare and education. It is also important to tell the students that income deductions are also made for pension contributions. A pension can be explained as an example of long-term saving plan which provides the individual with an income once they have retired.

How to play the game

The students are each given a scorecard which informs them of their qualifications, profession and salary. NB - the scorecards come in a range of bands, identifiable by the colour of the card and they should be handed out at random.

The students are required to start at the Tax and Pension desk, where the person behind the desk identifies the amount of tax and pension payable by using the matrix provided. The student should document the tax value on their scorecard and then move to the next desks in a clockwise direction, visiting each desk in turn.

During the first round, the students need to write down how much they spend at each desk, but do not need to keep a running total of their remaining money.

The students must purchase an item at the Home, Living Costs/Bills and Transport desks and the value of each purchase is written on the student's scorecard. At the Events desk, the student must select one card

at random, the value of which is marked on the scorecard. This value could be a financial gain or an additional unexpected expense.

Students then move onto the Holiday and Entertainment desks where it is not compulsory to buy anything, but it is encouraged.

With the assistance of the accountants, the student should add up the total spend from round one and identify whether they have spent more than they earned. If this is the case, the accountant should advise the student of the repayment plan they will have to set up by using the 'Tax and Debt Repayment matrix'. This amount is then deducted from the salary given for the second round. If the student has finished round one with a surplus of money, this amount can be added to the salary for the second round.

The students will then visit the Financial Discussion desk where they can have some informal conversations about what they bought during the first round, how much they spent and whether they have now found themselves in debt. Consideration should be made as to what they should do differently during the second round, particularly if they are now repaying debt from round one.

During the second round, the students are advised to keep a note of their running total as they visit each of the desks, starting at the Tax & Pension desk once again. The deductions are taken from the original salary only and the deduction or addition from the first round (if there are any) are then taken off or added to the amount the students have for the second round.

At the end of the game, the students who finish first are given a copy of the word search provided which reinforces some of the terminology used during the game. The students can then come together as a group to discuss what they have learnt and what they did differently during the second round to the first.

The whole game can then be played for a second time after giving each student a new scorecard, so that they are able to experience the game with a different job and salary. You could change the rules if required to make purchases from all desks compulsory and possibly tell the students that they need to choose two cards from the Events desk.

The game takes approximately 1½ hours to complete and it is advised that no more than 30 students play the game at one time.