

SCHEDULE 1: LICENCE TERMS AND CONDITIONS

These licence terms and conditions (the **Terms**), together with the Contract Details, constitute the agreement between the Licensor and the Client (the **Agreement**) for the licence of the Logo to the Client.

1. INTERPRETATION

The following definitions apply in this Agreement:

- Client:** the client specified in the Contract Details.
- Licensor:** the Licensor company in the Contract Details.
- Fee:** the licence fee payable by the Client for the licence of the Logo as specified in the Contract Details.
- Licence:** the Licence of the Logo under this Agreement.
- Logo:** the Licensor's logo as depicted in the Contract Details or such other additional or replacement logo(s) as the Licensor provides to the Client from time to time, to be licensed to the Client on the terms of this Agreement.

2. GRANT

- 2.1 The Licensor hereby grants to the Client a non-exclusive, non-assignable, revocable licence to use the Logo in the Territory solely for the Purpose, and subject to the Permitted Use and Restrictions as stated in the Contract Details, in accordance with these Terms. The Licensor (or its licensors) shall at all times retain all rights, title and interest in the Logo.
- 2.2 The Licensor shall deliver a high-resolution jpeg or png file containing the Logo to the Client by email within 24 hours of signature of this Agreement by the Client.

3. LICENCE RESTRICTIONS

- 3.1 The Client shall use the Logo only in the form supplied by the Licensor and shall not distort, adapt, amend or otherwise alter the Logo in any respect.
- 3.2 The Client shall not do or permit to be done any act that will or may weaken, damage or be detrimental to the Logo or the reputation or goodwill associated with the Logo or the Licensor, or that may invalidate or jeopardise any registration of the Logo.
- 3.3 The Client shall not apply for, or obtain registration of:
- 3.3.1 the Logo for any goods or services in any jurisdiction; or
 - 3.3.2 any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Logo.
- 3.4 The Client shall not grant any sub-licence of, or transfer or otherwise dispose of its rights to use the Logo.
- 3.5 The Client shall notify the Licensor as soon as practicable if it becomes aware of:
- 3.5.1 any actual, suspected or threatened infringement of the Logo; or
 - 3.5.2 any claim made or threatened that use of the Logo infringes the rights of any third party.

4. FEES

- 4.1 Unless specified otherwise in the Contract Details, the Licensor's invoice(s) for the Fee shall be payable by the Client in full within 30 days from the date of the invoice.
- 4.2 The Fee is stated exclusive of VAT (or similar tax) and shall be paid free and clear of all deductions and withholdings unless required by law.

5. DURATION AND TERMINATION

- 5.1 The Licence shall commence on the Commencement Date and shall continue for the Term specified in the Contract Details, unless terminated earlier in accordance with this clause 5.

- 5.2 Without affecting any other right or remedy available to it, the Licensor may terminate this Agreement with immediate effect by giving written notice to the Client if:
- 5.2.1 the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - 5.2.2 the Client commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 14 days after being notified in writing to do so;
 - 5.2.3 the Client 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 5.2.4 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 Client other than for the sole purpose of a scheme for a solvent restructuring of the Client;
 - 5.2.5 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 Client;
 - 5.2.6 any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 5.2.3 to 5.2.5 (inclusive); or
 - 5.2.7 the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 5.3 The Client may terminate this Agreement at any time for convenience by notice in writing to the Licensor provided that the Client shall not be entitled to any refund of the Fee if it terminates in accordance with this clause.

6. CONSEQUENCES OF TERMINATION

- 6.1 On expiry or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement:
- 6.1.1 all outstanding amounts payable by the Client to the Licensor shall immediately become due and payable;
 - 6.1.2 the Licence shall cease; and
 - 6.1.3 the Client shall cease all use of the Logo with immediate effect.
- 6.2 Any provision of this Agreement that expressly or by implication is intended to continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 6.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach which existed before the date of termination or expiry.

7. LIABILITY AND INDEMNITIES

- 7.1 Nothing in this Agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.
- 7.2 Except as specified in this Agreement, the Licensor shall not, to the full extent permitted by law, be liable to the Client for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Client's exercise of the rights granted to it under this Agreement.
- 7.3 The Licensor shall indemnify the Client against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) awarded against or incurred or paid by

the Client as a result of or in connection with any claim brought against the Client for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the use by the Client of the Logo on the terms of this Agreement.

- 7.4 Liability under the indemnity in clause 7.3 is conditional on the Client complying with this clause. If any third party makes a claim, or notifies an intention to make a claim, against the Client which may reasonably be considered likely to give rise to a liability under this indemnity, the Client shall:
- 7.4.1 as soon as reasonably practicable, give written notice of the claim to the Licensor, specifying the nature of the claim in reasonable detail; and
 - 7.4.2 not make any admission of liability or agree any settlement in relation to the claim without the prior written consent of the Licensor (which consent shall not be unreasonably withheld or delayed).
- 7.5 The Client shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) incurred or paid by the Client as a result of the Client's breach of its obligations under this Agreement.
- 7.6 Liability under the indemnity in clause 7.5 is conditional on the Licensor complying with this clause. 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, the Licensor shall:
- 7.6.1 as soon as reasonably practicable, give written notice of the claim to the Client, specifying the nature of the claim in reasonable detail; and
 - 7.6.2 not make any admission of liability or agree any settlement in relation to the claim without the prior written consent of the Client (which consent not to be unreasonably withheld or delayed).

8. 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 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.

9. ENTIRE AGREEMENT

This Agreement 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.

10. VARIATION

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

11. COUNTERPARTS

11.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

11.2 No counterpart shall be effective until each party has executed at least one counterpart.

12. THIRD PARTY RIGHTS

No one other than a party to this Agreement, its successors and permitted assignees, shall have any right to enforce any of its terms.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement.

Last Updated: Jan 2023