



*'Together We Can Achieve'*

## **EDT Logo TradeMark Licence**

DATED \_\_\_\_\_ 2021

**ESSENTIAL CANINE LIFE SKILLS LTD (1)**

**- and -**

**LICENSEE (2)**

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TRADE MARK LICENCE

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*Together We Can Achieve'*

# EDT Logo Trade Mark Licence

## LICENCE

### DATED:

### BETWEEN:

- (1) ESSENTIAL CANINE LIFE SKILLS LTD incorporated and registered in England and Wales with company number 13537440 whose registered office is at Butlers Accountants 1434 London Road, Southend on Sea, Essex (the "Licensor").
- (2) [INDIVIDUAL] of [ADDRESS] (the "Licensee").

### RECITALS:

- (A) The Licensor is the owner of the Mark (as defined below).
- (B) The Licensee wishes to use the Mark in relation to the Materials (as defined below) and the Licensor is willing to grant the Licensee a licence to use the Mark on the terms and subject to the conditions of this licence.

### AGREED TERMS

#### 1. Interpretation

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

##### 1.1 Definitions:

**Effective Date:** the date of this agreement.

**Franchise Agreement:** the franchise agreement entered into by the Licensor, as Franchisor, and Licensee, as Franchisee, on or around the date of this licence.

**Materials:** advertising and promotional materials to which the Mark is applied pursuant to this licence.

**Mark:** the registered trade mark (or application), details of which are set out in **Error! Reference source not found..**

**VAT:** value added tax.

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

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5 A reference to writing or written includes fax but not email.

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1.6 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. Licence

2.1 In consideration of the Licensee entering into the Franchise Agreement, the Licensor grants to the Licensee a non-exclusive licence to use the Mark on and in relation to the Materials, subject to the terms of this licence.

2.2 Any goodwill derived from the use by the Licensee of the Mark shall accrue to the Licensor. The Licensor may, at any time, call for a document confirming the assignment of that goodwill and the Licensee shall immediately execute it.

2.3 No rights or licences are conferred on the Licensee pursuant to this licence except those expressly set out in this licence.

## 3. Quality control and marking

3.1 The Licensee's licence to use the Mark is subject to the following conditions:

3.1.1 the Licensee shall comply with the specifications, standards and directions relating to the use of the Mark, contained within the Manual (as defined within the Franchise Agreement) or, as notified in writing by the Licensor from time to time;

3.1.2 samples of all Materials shall be submitted to the Licensor for its approval prior to being used;

3.1.3 the Licensee shall, on the Licensor's request, promptly supply to the Licensor a reasonable number of random samples of Materials, for the purpose of verifying that the terms of this licence are being respected;

3.1.4 the Licensee shall not do or fail to do any act or thing whereby the validity, enforceability or the Licensor's ownership of the trade mark registrations for the Mark, or the reputation or goodwill associated with the Mark is likely to be prejudiced.; and

## 4. Licence recordal

The Licensee shall sign such documents and give such assistance as the Licensor may reasonably request from time to time for the Licensee to be recorded as licensee against any relevant trade mark registration or pending application which includes the Mark, and to have any such recordal removed on termination of this licence.

## 5. Indemnity

5.1 The Licensee 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 reasonable professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

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5.1.1 the Licensee's exercise of its rights granted under this agreement;

5.1.2 the Licensee's breach or negligent performance or non-performance of this agreement;

5.1.3 the enforcement of this agreement; or

5.1.4 any claim made against the Licensor by a third party for death, personal injury or damage to property to the extent such loss is attributable to the acts or omissions of the Licensee, its employees or agents.

5.2 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, by the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

## 6. Protection of the mark

6.1 The Licensee shall promptly inform the Licensor of any suspected unauthorised use of the Mark (or any confusingly similar mark) of which it becomes aware, and shall provide the Licensor with such documents, information and assistance as it can in relation to any such use.

6.2 The Licensor gives no warranty and makes no representation in or pursuant to this licence that the use of the Mark, does not or will not infringe the rights of others.

## 7. Duration and termination

7.1 This licence shall commence on the Effective Date and continue until terminated under any of the following provisions.

7.2 This licence shall terminate automatically, upon the expiry or termination, for whatever reason, of the Franchise Agreement.

7.3 The Licensor may terminate this licence by notice with immediate effect if:

7.3.1 the Licensee commits a material breach of any term of this licence and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

7.3.2 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or, (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986;

7.3.3 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 any of 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;

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- 7.3.4 the Licensee applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 7.3.5 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;
- 7.3.6 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 (being a company, partnership or limited liability partnership);
- 7.3.7 the holder of a qualifying floating charge over the assets of the Licensee (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 7.3.8 a person becomes entitled to appoint a receiver over all or any of the assets of the Licensee or a receiver is appointed over all or any of the assets of the Licensee;
- 7.3.9 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 the Licensee's assets and such attachment or process is not discharged within 14 days
- 7.3.10 the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 7.3.11 the Licensee's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- 7.3.12 there is a change of control of the Licensee (within the meaning of section 1124 of the Corporation Tax Act 2010).

7.4 The Licensee undertakes to the Licensor that, save as expressly permitted by this licence, it will not make any use anywhere in the world of the Mark or any name or mark intended or likely to be confused or associated with it. In particular, upon termination of this licence for any reason the Licensee shall cease immediately to make any use of the Mark.

7.5 Upon termination the Licensee shall promptly destroy, or if the Licensor shall so elect, deliver to the Licensor, at the Licensee's expense, all Materials.

7.6 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

## 8. Assignment and other dealings

The Licensee shall not assign, transfer, mortgage, charge, sub-license, sub-contract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this licence without the prior written consent of the Licensor.

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## 9. Governing law

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

## 10. 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 agreement or its subject matter or formation.

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

### Mark

Mark	Registered? (Y/N)	App or regn no	Date of app or regn	Classes	Specification

# EDT Logo Trade Mark Licence

EXECUTED and DELIVERED as a DEED ) by ESSENTIAL CANINE

LIFE SKILLS Ltd )

acting by one director )

in the presence of: )

.....

Witness Signature: .....

Witness Name: .....

Address: .....

.....

.....

Occupation: .....

EXECUTED and DELIVERED as a DEED )

by ..... )

in the presence of: )

.....

Licensee

Witness Signature: .....

Witness Name: .....

Address: .....

.....

.....

Occupation: .....

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