

PAS Logo Licensing: Terms and Conditions



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1 DEFINITIONS

In this Agreement the following expressions have the following meanings:

- 1.1** “Affiliate” means a party’s parent undertaking or subsidiary undertaking or any other subsidiary undertaking of any such parent undertaking, where a ‘parent undertaking’ either holds a majority of the voting rights, or has the right to appoint or remove the majority of the directors, or otherwise has the right to exercise a dominant influence over a ‘subsidiary undertaking’.
- 1.2** “Agreement” means this agreement between LABC and the Licensee including all annexes.
- 1.3** “Annual Fee” means, in relation to each Logo, the fee specified in Annex 1.
- 1.4** “Commencement Date” means the date of the last signature of this Agreement.
- 1.5** “Conditions” means, in relation to a Logo, the requirements identified as “Conditions” in Annex 1.
- 1.6** “Day” means a usual business day in London
- 1.7** “Product” means a product on which a Logo is used.
- 1.8** “Logos” means the logos set out in Annex 1.
- 1.9** “Purposes” means the purposes set out in Annex 1.
- 1.10** “Rules” means all rules and policies published by LABC made available on LABC’s website, including any amendments or additions notified by LABC to the Licensee in writing.
- 1.11** “Senior Management” means the respective line manager of each party’s contact person identified on the first page of this Agreement.
- 1.12** “Trade Mark” means any of the following (for the full duration of those rights including any extensions or renewals):
- (i)** the Logos;
 - (ii)** any registered trade marks and trade mark applications (and trade marks granted thereunder) in respect of the Logos in any part of the world;
 - (iii)** all copyright, design rights and any other intellectual property rights in or relating to the Logos; and
 - (iv)** any goodwill connected with the Logos.
- 1.13** “Year” means a twelve (12) month period commencing on the Commencement Date or an anniversary thereof.
- 1.14** “Writing” includes e-mail and fax but not SMS or

instant messaging.

2 LICENCE

- 2.1** Subject to the Licensee’s obligations under this Agreement and, where appropriate, the payment of an Annual Fee, LABC grants the Licensee a non-exclusive licence to use the Trade Marks within the United Kingdom for the Purposes applicable to each Trade Mark.
- 2.2** Nothing in this Agreement shall prevent LABC or any person other than the Licensee authorised by LABC from using the Trade Marks in any manner and in relation to any goods.
- 2.3** The Licensee must ensure that its use of the Trade Marks complies at all times with the terms of Annex 2.
- 2.4** The Trade Marks may only be applied or used in relation to the specific product or service approved by LABC and any authorised us of the same shall not entitle the Licensee to use the same for any other product or service, on its web site or to promote its business or company more generally.

3 OWNERSHIP & APPLICATION OF THE TRADE MARKS

- 3.1** The Licensee shall only use the Trade Marks in accordance with this Agreement and only in the form and manner approved or specified in the Rules or as LABC may, in its absolute discretion, direct the Licensee from time to time.
- 3.2** The Licensee acknowledges that LABC is the owner of the Trade Marks and agrees that:
- (i)** the Licensee will do nothing inconsistent with such ownership to prejudice or to endanger the value or validity of the Trade Marks, and in particular the Licensee shall:
 - (ii)** only make use of the Trade Marks for the Purposes and in a manner that conforms to the Rules, and
 - (iii)** not use the Trade Marks in any way which would cause them to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation or image of LABC;
 - (iv)** all goodwill and reputation generated in the Trade Marks shall be generated on behalf of LABC and be for its benefit;
 - (v)** nothing in this Agreement shall give the Licensee any right, title or interest in or to the Trade Marks, other than the right

to use them in accordance with this Agreement; and

- (vi) the Licensee will not dispute or challenge the validity of the Trade Marks or any related rights of LABC, either during the term of this Agreement or at any time thereafter.

3.3 The Licensee must not apply for or obtain registration of any other trade mark or certification mark which is identical or similar to the Trade Marks for any goods or services in any part of the world.

3.4 Except where expressly stated otherwise in this Agreement, the Licensee must not use the Trade Marks in conjunction with any other logo, trade mark or certification mark (save for its own logo or trade mark) without LABC's prior written consent, such consent not to be unreasonably withheld or delayed. Where any such trademarks are used by the Licensee, that trade mark shall be presented separately from the Trade Marks so that each appears to be a trade mark in its own right distinct from the other trademarks.

4 DUTIES OF THE LICENSEE

4.1 The Licensee shall at its own expense:

- (i) inform LABC without delay of any change which may affect any Conditions; and
- (ii) if requested by LABC and where applicable, supply, in advance and at no cost to LABC, any relevant artwork, proofs or design drawings of any materials in respect of which the Licensee proposes to use the Trade Marks. LABC will notify the Licensee that the proposed use of the Trade Marks is approved or not approved, and if the latter what deficiencies must be corrected before approval will be granted. No material containing the Trade Marks shall be used without LABC's prior written consent, and, following approval, the Licensee shall, if requested, provide representative samples of the approved materials to LABC as soon as it is in a position to do so;
- (iii) provide to LABC, promptly upon LABC's request, a written report in reasonable detail of any matter concerning the use of the Trade Marks as LABC shall in its absolute discretion specify;

4.2 The Licensee must act, and must ensure that the Trade Marks shall be used, in good faith and shall not cause any harm or prejudice to the good name, goodwill, reputation or image of

LABC.

4.3 The Licensee is advised to use industry standard contracts with their customers and financial procedures to protect customer deposits. These contracts are available from a number of sources including TrustMark, FMB and RIBA. Licensees who do not use suitable customer contracts will be in breach of this Agreement.

5 FEES

5.1 Where applicable, LABC shall invoice the Licensee for the Annual Fee for each Logo annually in advance as set out in Annex 1. The Annual Fee for each Logo is payable in full for each Year or part Year that this Agreement is in force, irrespective of the date of commencement or termination of this Agreement.

5.2 All invoices shall be payable within 30 days of the invoice date.

5.3 All sums payable under this Agreement shall be calculated and paid in Pounds Sterling.

6 TAXES & WITHHOLDINGS

6.1 All payments to be made by the Licensee under this Agreement are exclusive of valued added tax, consumption tax or other sales tax or customs duty, which shall, where appropriate, be payable by the Licensee.

6.2 All payments to be made by the Licensee under this Agreement shall be paid in full without any withholding, deduction, set-off or counterclaim whatsoever.

7 ADVERTISING & MARKETING

7.1 The Licensee undertakes to ensure that all marketing materials that include any Trade Mark shall be in good taste, shall comply with all relevant and applicable laws and regulations (including relevant marketing and advertising codes of conduct), shall not be blasphemous, libellous or obscene, and shall in no way reduce or diminish the good name, goodwill, reputation or image of any of the Trade Marks.

8 COMPLIANCE WITH APPLICABLE LAWS

8.1 Where the license granted by LABC relates to a Product, then each Product shall comply with all applicable laws and regulations of governmental or other competent authorities from time to time and with good industry practice and such other standards as would be applicable to a reputable provider of products the same as or similar to the Products, and be safe for the use for which the Product is intended.

8.2 The Licensee shall promptly notify LABC of any

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actual or alleged breach of Clause 8.1 that comes to its attention. The Licensee must report to LABC the steps undertaken to address such actual or alleged breach.

9 WARRANTIES

- 9.1** The Licensee warrants and undertakes to LABC that:
- (i)** it is entitled to enter into this Agreement; and
 - (ii)** it is not aware of any circumstances that may lead to the withdrawal, suspension or refusal of any Conditions.
- 9.2** LABC warrants and undertakes to the Licensee that:
- (i)** LABC has the right to grant to the Licensee the rights and licenses in the Trade Marks; and
 - (ii)** To the best of its knowledge, the use of the Trade Marks for the Purposes does not infringe the rights of any third party.
- 9.3** LABC gives no warranty and makes no representation whatsoever as to the efficacy or usefulness of the Trade Marks to confer benefit on the business or other interests of the Licensee, nor that any of the Trade Mark applications shall proceed to grant or that any resulting Trade Mark will be valid.

10 INDEMNITY

- 10.1** Subject to Clause 10.2, the Licensee shall indemnify LABC and its Affiliates against all claims, liabilities and expenses arising out of or connected with the Licensee's activities under this Agreement, or from the Licensee's failure to comply with all applicable laws and regulations.
- 10.2** LABC shall indemnify the Licensee against all claims, liabilities and expenses arising out of any claim that the Licensee's use of the Trade Marks duly approved in accordance with this Agreement infringes the rights of any third party. This obligation will be subject to the following terms and conditions:
- (i)** the Licensee shall give LABC prompt written notice of the infringement claim upon becoming aware of the claim;
 - (ii)** the Licensee shall grant LABC, in writing, exclusive control over the defence and settlement of the claim;
 - (iii)** the Licensee shall mitigate its losses; and

- (iv)** the Licensee shall give LABC all reasonable assistance in the defence and/or settlement of the claim to the extent requested by LABC.

- 10.3** Nothing in this Agreement shall operate so as to limit or exclude liability for death or personal injury caused by negligence or liability for fraudulent misrepresentation.
- 10.4** Subject to Clause 10.3, nothing in this Agreement shall be construed or shall provide for LABC to be liable to the Licensee in contract, tort, negligence, breach of statutory duty or otherwise (i) for any increased costs or expenses, loss of profits, data, business, revenues, anticipated savings, goodwill or (ii) for any indirect or consequential damages of any nature.
- 10.5** The Licensee agrees that it will have no remedy in respect of any untrue statement or representation made to it upon which it relied in entering into this Agreement and that its only remedies pursuant to this Agreement (whether in contract, negligence, breach of statutory duty or otherwise) can be for breach of contract (unless the statement was made fraudulently).
- 10.6** Neither party shall be liable for any delay or failure in performing its duties under this Agreement caused by any circumstances beyond its reasonable control.

11 INFRINGEMENT

- 11.1** Each party shall promptly notify the other of any actual or suspected infringement within the United Kingdom of the Trade Marks or any other intellectual property rights in or relating to them, including any relevant acts of passing off or unfair competition, or of any application to register trade marks which may conflict or be confused with the Trade Marks, which may come to its attention and shall make no comment or admission to any third party in respect of such circumstances ("Infringement").
- 11.2** The Licensee shall co-operate fully with LABC in taking all steps required by LABC, in its sole discretion, in connection with any Infringement or in respect of any application to register trade marks which may conflict or be confused with the Trade Marks, including, without limitation, legal proceedings in the name of LABC, LABC or in the joint names of the parties. LABC shall be responsible for the cost of any legal proceedings it requires and is entitled to any damages, account of profits and/or awards of costs recovered. The Licensee shall use its best endeavours to assist LABC in any legal proceedings relating to any Infringement.

12 TERM & TERMINATION

- 12.1** This Agreement shall commence on the Commencement Date and shall continue unless and until terminated by either party upon 90 days' prior written notice to the other, or otherwise in accordance with this Clause 12.
- 12.2** Either party shall be entitled to terminate this Agreement in relation to all or some of the Trade Marks immediately: (a) if the other party commits any material breach of this Agreement which is incapable of remedy, or if the breach is capable of remedy, fails to remedy that breach within 30 days written notice (and for the avoidance of doubt any breach of Clauses 3.2, 4.2 or 7.1 shall be material and incapable of remedy); or (b) if Clause 12.3 applies or (c) if the other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver, administrator or manager appointed over any of its assets, or a court or arbiter with authority to so determine, determines that the debtor is unable to pay its debts or any other similar process in any relevant jurisdiction which has a similar or analogous effect; or (d) if the other party fails to make payment when it falls due.
- 12.3** This Clause shall apply on:
- (i)** the expiry (if not reinstated within 30 days), suspension or withdrawal of any Conditions; and
 - (ii)** use of any of the Trade Marks by the Licensee in breach of the Purposes or otherwise in breach of this Agreement.
- 12.4** If the Licensee is, or if LABC has reasonable grounds to believe that the Licensee is, in breach of its obligations pursuant to this Agreement, LABC may, notwithstanding any rights to claim damages or to terminate or otherwise, suspend immediately the rights granted to the Licensee in relation to any or all of the Trade Marks.
- 12.5** On termination or suspension of this Agreement as a whole or part of it only the Licensee must: immediately cease to use the relevant Trade Marks.

13 EFFECT OF TERMINATION

- 13.1** Upon termination of this Agreement:
- (i)** all rights granted to the Licensee shall immediately revert to LABC;
 - (ii)** all outstanding sums payable by the Licensee shall immediately become due

and payable;

- (iii)** the Licensee must promptly return to LABC all property belonging to LABC, erase or destroy all copies of such items and provide written certification that it has done so;
- (iv)** the Licensee must within 30 days cease all use or communication to the public of any material, brochures, signage or other material bearing the Trade Marks and remove all such use from any Licensee website;
- (v)** the rights and duties which expressly or by implication are intended to continue in force on or after termination of this Agreement (including Clauses 5, 10, 14, 16 and 18) shall survive and remain in full force and effect; and
- (iii)** any rights of either party which arose on or before termination shall be unaffected.

14 CONFIDENTIAL INFORMATION

- 14.1** Each party shall keep in strict confidence and use for the purpose of this Agreement only all documents, information and materials disclosed to it by the other party or its Affiliates (the "Disclosing Party") which are of a confidential nature and any other confidential information concerning the Disclosing Party's business, its products or its customers which the other party (the "Receiving Party") may obtain. Each party shall restrict disclosure of the other party's confidential material to such of its Affiliates, employees, consultants, agents, sub-contractors or regulators as need to know it for the purpose of performing the party's obligations under this Agreement, and shall ensure that they are subject to obligations of confidentiality corresponding to those which bind the parties in this Agreement.
- 14.2** This Clause 14 shall not apply to any Confidential Information which:
- (i)** enters the public domain other than as a result of a breach of this Clause 14;
 - (ii)** is lawfully received from a third party which is under no confidentiality obligation in respect of that information; or
 - (iii)** is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
 - (iii)** is already in the Receiving Party's lawful

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possession prior to its disclosure by the Disclosing Party of its Affiliates.

15 ASSIGNMENT & SUBCONTRACTING

- 15.1** This Agreement is specific to the Licensee. The Licensee shall not assign or otherwise transfer this Agreement or any of its rights and duties under this Agreement without LABC's prior written consent.
- 15.2** LABC may sub-contract the performance of any of its duties under this Agreement.

16 RIGHTS OF THIRD PARTIES

- 16.1** This Agreement does not create any right enforceable by any person who is not a party, except that a person who is the permitted successor to or assignee of the rights of LABC is deemed to be a party to this Agreement and the rights of such successor or assignee shall, subject to and upon any succession or assignment permitted by this Agreement, be regulated by the terms of this Agreement.
- 16.2** Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any such third party.

17 VARIATION

- 17.1** Subject to Clause 17.2 and Annex 2, no changes to this Agreement shall be valid unless made in writing and signed by the authorised representatives of both parties.
- 17.2** LABC may change the terms of this Agreement. For example, changes may be necessary as a result of a change in the law, a change in the business or contract model. LABC will give the Licensee as much notice as practicable of any change.

18 GENERAL PROVISIONS

- 18.1** **Publicity.** LABC reserves the right to make a reference on its website and notify any interested third party if the Agreement is terminated or suspended in relation to any of the Trade Marks.
- 18.2** **Remedy.** The parties agree that any breach of the Licensee's obligations contained in this Agreement may cause irreparable harm to LABC and LABC shall be entitled to injunctive relief without the necessity of proving damages or the

inadequacy of money damages, posting any bond or other security in addition to all other legal or equitable remedies.


- 18.3** **Disputes.** Subject to Clause 18.2, any dispute arising under this Agreement should first be escalated to the contacts named on the first page of this Agreement. If the dispute remains unresolved for at least 14 days, it shall be referred to the Senior Management of each party who shall attempt resolution through negotiations. If the dispute remains unresolved for a further 14 days, either party may refer the dispute to the courts. This Clause in no way affects the rights of LABC to exercise any remedy granted to it under this Agreement.
- 18.4** **Relationship.** Nothing in this Agreement (nor any use by either party of the word 'partner') shall render the Licensee a partner within the meaning of the Partnership Act 1890 or an agent of LABC and the Licensee shall not purport to undertake any obligation on LABC's behalf nor expose LABC to any liability nor pledge or purport to pledge LABC's credit.
- 18.5** **Entire Agreement.** This Agreement supersedes any prior contracts, arrangements and undertakings between the parties (whether written or oral) in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter.
- 18.6** **Severance.** If any part of this Agreement is held unlawful or unenforceable, that part shall be struck out and the remainder of this Agreement shall remain in effect.
- 18.7** **No Waiver.** No delay, neglect or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice those rights.
- 18.8** **Notices.** All notices (which include invoices and correspondence) under this Agreement shall be in writing and shall be sent to the address of the recipient set out on the front page of this Agreement or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by post, or by email and shall be deemed to have been served if by hand when delivered, by post by 10.00 am GMT on the third Day after posting, if by fax or email, at 10.00 am GMT on the next Day following the date of dispatch provided that a hard copy is also sent by post and no delivery failure note is received.
- 18.9** In proving service by post it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted and in proving service or email it shall be sufficient to

prove that the notice was transmitted to the e-mail address of the relevant party set out on the first page of this Agreement.

19 LAW & JURISDICTION

19.1 This Agreement is governed by, and shall be construed in accordance with, the laws of England and each of the parties irrevocably submits to the non-exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with this Agreement. The Licensee waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

Annex 1: Logos

Logo	Purposes	Conditions	Annual Fee
 <p>The logo consists of an orange stylized 'A' shape above the text 'LABC' in bold black, 'Registered' in orange, and 'Partner Authority Scheme' in smaller black text below.</p>	<p>The Licensee may only use this Logo upon receipt of confirmation from LABC that a partnership between the Licensee and a building control department has been registered in the LABC “Partner Authority Scheme” database.</p> <p>The Licensee must not use this Logo in a way that implies that the Trade Mark relates to any other entity (such as a subsidiary or holding company of the Licensee).</p>	<p>Registration in LABC’s “Partner Authority Scheme”. Registration occurs once confirmation being issued by LABC. The receipt of an application form by LABC will not constitute approval.</p> <p>The Licensee shall ensure that all marketing materials that include the Trade Mark comply with the terms and conditions</p>	<p>Provided free of charge to companies registered under the LABC “Partner Authority Scheme”.</p>
 <p>The logo is identical to the one above but set against a dark blue background.</p>	<p>The Licensee may display this Trade Mark on letterheads, official correspondence, marketing collateral etc., provided that such use of the Trade Mark complies with the terms of Annex 2.</p>	<p>Cancellation of a “Partner Authority Scheme” registration by LABC or the relevant local authority building control department will automatically terminate the Licensee’s ability to use this Logo with immediate effect.</p>	

Annex 2: Brand Guidelines

The Licensee will comply with the following brand guidelines, which may be updated at any time by LABC by notice to the Licensee. Where such an update occurs the Licensee shall immediately comply with the updated version, which shall be deemed to form part of this Annex 2.

Partner Authority Scheme Logo colour and usage

The LABC “Partner Authority Scheme” logo must never be separated from the main LABC logo, without which it would cease to have any relevance or connection to LABC. The logo must only be reproduced using the master artwork supplied and must never be re-drawn or altered in any way.



LABC, 66 South Lambeth Road, London, SW8 1RL
T: 020 7091 6860 E: info@labc.co.uk

labc.co.uk