



## LICENCE AGREEMENT

This agreement is made between

Angling Foundation, Federation House, Stoneleigh Park, Warwickshire, CV8 2RF  
("Licensor")

And

.....

Start date of Agreement: .....

End date of Agreement: .....

- I. The Angling Foundation operates a voluntary scheme for the testing and approval of nets for angling.
- II. The Angling Foundation owns a registered trademark no 2324406 (trademark)
- III.** The Licensee wishes to use the trademark on certain of their products

1. Definition

The Licensee can use the trademark on each product that has been accredited by the Licensor and is listed in Schedule 1 subject to the terms and conditions contained in this agreement.

2. The Licence Agreement Period

The agreement period is for 1 year. The start and end dates are detailed above.

The Licensor may carry out future random tests to ensure any products offered by the licensee that carry the trademark continue to conform to the original specification of the approved sample.

3. Accreditation

The Licensee has submitted or will submit products to the Licensor for accreditation. Licensor will inform Licensee in writing which products have been accredited.

Only accredited products are authorised to carry the trademark

4. Use of the trademark

The trademark is to be used on products that have been accredited. Any alteration of the logo is forbidden, but the logo can be enlarged or redrawn probationally. Manipulation of the text of the logo is forbidden.

5. Limitation of Liability

Licensor shall not be liable for direct, indirect, incidental, special, consequential or exemplary damages resulting from the approval or non-approval of any products submitted by the Licensee.

Licensor shall not be liable for direct, indirect, incidental, special, consequential or exemplary damages resulting from a company displaying the trademark on products that have not been tested.

Licensor shall not be liable for direct, indirect, incidental, special, consequential or exemplary damages resulting from any approved product that displays the trademark should such approved product be found subsequently to fail to comply with the original specification of the approved sample.

6. Indemnity

Licensee agrees to indemnify and hold Licensor, its affiliates, officers and directors harmless from any claim or demand, including reasonable legal fees arising out of or relating to the use of the service provided under this Agreement.

7. Breach

If Licensee fails to comply with any of the provisions set out in the Licence Agreement to the satisfaction of Licensor within 30 days of such breach being identified Licensor reserves the right to terminate the licence agreement immediately. Upon termination the Licensee will lose all rights to the services of this agreement and any right to compensation for loss of those services. The licence will be given 6 months to liquidate any stock bearing the Angling Foundation logo.

8. Termination.

Upon termination of this agreement and failing the granting of a further agreement to cover the use of the trademark the licensor and licensee will be bound by the following obligations

Licensee will not manufacture, or cause to be manufactured, any further product carrying the trademark.

Licensee will inform Licensor of the numbers and types of product in his possession, or in the possession of his suppliers, that carries the trademark.

Licensee will inform the Licensor of the number of unused badges, labels or such like objects that carry the trademark and additionally inform Licensor of their original cost price by evidence of original invoice.

Licensor will issue a further licence agreement to the Licensee covering the product already in existence and allowing for their continued sale but expressly forbids the use of the trademark on any further manufacturing or production.

Licensor agrees to purchase from the Licensee at their cost price any unused or surplus badges or labels carrying the trademark.

9. General

This Agreement cannot be assigned by Licensee.

If at any time any provision hereof is, or becomes, illegal, invalid or unenforceable the remaining provisions hereof shall be amended to reflect the true intention of the parties.

No delay or omission in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement. A waiver on any one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

Any reference to "in writing" shall include communication by email.

Any notice given or made under or in connection with this Agreement shall only be effective if in writing, and sent to the address of the other party as shown in this Agreement or such other address as may be notified.

This Agreement supersedes all other agreements, either written or verbal, between the parties with respect to the subject matter hereof.

None of the terms or provisions hereof may be waived, altered, modified or amended except as the parties may consent thereto in writing.

This Agreement shall be governed by, and construed in accordance with, English law.

**Signed for on behalf of:**

.....

Name \_\_\_\_\_

Signature \_\_\_\_\_

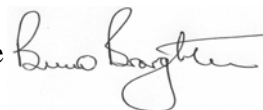
Title \_\_\_\_\_

Date \_\_\_\_\_

**Signed for on behalf of:**

**Licensor**

Name Bruno Broughton

Signature 

Title **Angling Foundation  
Chairman**

Date 31 July 2008