



## **The Good Shopping Guide**

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# **Application Terms & Conditions**

## RECITALS

(A) The Licensor is the company that runs Ethical Accreditation membership and publishes The Good Shopping Guide.

(B) The Ethical Company Organisation has granted the Principal Licence to the Licensee to use the 'Good Shopping Guide ETHICAL' trademark (as illustrated above).

(C) The Licensor wishes to permit the Licensee to use the Trademark in respect of the products (defined below) on the terms of this Agreement.

## OPERATIVE PROVISIONS

### 1. Definitions

1.1 In this Agreement: "the Commencement Date" means the date that the Licensor communicates successful research results to the Licensee – in other words, the date that Licensee is informed that they have achieved the standard required by the Licensor.

“Trademark” mean the Trademark and/or logos used by The Good Shopping Guide/The Ethical Company Organisation. “Principal Licence” means the Licence dated within the application form between The Ethical Company Organisation and the Licensor. “the Products”

means the goods and/or services specified in Section 1 of the application form in relation to which the Trademark are to be used by the Licensee. “Year” means each period of twelve calendar months commencing on the Commencement Date or any anniversary of the commencement date.

## 2. Rights granted

2.1 The Licensor grants to the Licensee in the terms set out in this Agreement a non-exclusive licence to use the Trademark on or in relation to the Products.

2.2 This Licence is personal to the Licensee and the grant does not include any right to grant sub-licences.

## 3. Duration

3.1 This Agreement shall commence on the Commencement Date and shall unless terminated in any of the circumstances of clause 9 of this Agreement continue in force unless terminated under the clauses of 9.

3.2 All licence agreements will be automatically renewed for a further 12 months period unless either party has given notice, 30 days prior to the end of the 12-month period that he/she wishes to terminate the agreement.

## 4. Ethical standards

4.1 the Licensor from time to time will undertake background research on the

ethical standards of the Licensee whereupon, depending on the results of the research, the licence will or will not be issued by the Licensor

## 5. Use of the Trademark

5.1 The Licensee shall use the Trademark in the form stipulated by the Licensor and shall observe any reasonable directions given by the Licensor as to colours and size of the representations of the Trademark and their manner and disposition on the Products and their containers packaging labels wrappers and any accompanying leaflets brochures or other material and in any advertising, material prepared by the Licensee for the Products.

5.2 The Licensee shall however be responsible for ensuring that all other requirements relating to labelling packaging advertising marking and other such matters are complied with.

5.3 The use of the Trademark by the Licensee shall always promote and maintain their distinctiveness, style and reputation as determined by the Licensor and the Licensee shall forthwith upon demand of the Licensor cease any use not consistently therewith.

5.4 The Licensee shall not use any mark or name confusingly similar to the Trademark in respect of any corporate business or trading name or style of the Licensee.

## 6. Ownership of the Trademark

6.1 The Licensor warrants that it has the right to grant Licences of the Trademark under the terms of the Principal Licence and that it had the authority to and does not require the consent of any third party to enter into this Agreement and that it is not aware that any of

the Trademark or the use of any of them on or in relation to the Products in the Territory which infringes the rights of any third party but gives no warranty as to the existence of any trademark registrations.

6.2 The Licensor shall pay all annual renewal fees as stipulated in the licence.

6.3 The Licensee will on request give to the Licensor or its authorised representative any information as to its use of the Trademark which the Licensor may require.

6.4 The Licensee will not make representation or do any act which may be taken to indicate that it has any right or interest in or to be the ownership or use of any of the Trademark except under terms of this Agreement and acknowledges that nothing contained in this Agreement shall give the Licensee any right title or interest in or to the Trademark save as granted hereby.

6.5 The Licensor agrees that the Licensee shall be recorded as an approved user of the Trademark on the licensor's website – [www.thegoodshoppingguide.com](http://www.thegoodshoppingguide.com)

## 7. Infringements

7.1 The Licensee shall as soon as it becomes aware thereof give the Licensor in writing full particulars of any use or proposed use by any other person firm or company of a trade name trademark or get-up of goods or mode of promotion or advertising which amounts or might amount either to infringement of the Licensor's rights in relation to the Trademark or to passing-off.

7.2 If the Licensee becomes aware that any other person firm or company alleges that the Trademark infringes any rights of another party or that the Trademark are otherwise

attacked or attackable the Licensee shall immediately give the Licensor full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.

7.3 The Licensor shall have the conduct of all proceedings relating to the Trade Marks and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the Trademark or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Trademark.

7.4 The Licensee shall not be entitled to bring any action for infringement under s30 of the Trademark Act 1994 and the Licensor shall not be obliged to bring or defend any proceedings in relation to the Trademark if it decides in its sole discretion not to do so.

7.5 The Licensee will at the request of the Licensor give full co-operation to the Licensor in any action claim or proceedings brought or threatened in respect of the Trademark and the Licensor shall meet any reasonable expenses incurred by the Licensee to third parties in giving such assistance.

## 8. Sales and Licence Fee

8.1 In consideration of the grant made in this Agreement the Licensee shall on the date hereof pay the Licensor the licence fee (in addition to VAT thereon) specified in writing.

8.2 The annual licence fee will automatically increase by 2.5% per annum until further notice.

## 9. Termination

9.1 The Licensor may terminate this Agreement summarily without prejudice to its other remedies forthwith by notice in writing to the Licensee if the Licensee:

9.1.1 commits a breach of this Agreement (including but not limited to any breach of Clauses 4.1) provided that if the breach is capable of remedy the notice shall only be given if the Licensee shall not have remedied the same within one month of having been given notice in writing specifying the breach and requiring it to be remedied; or

9.1.2 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed of its assets or ceases for any reason to carry on business or takes or suffers any similar action which in opinion of the Licensor means that the Licensee may be unable to pay its debts.

9.1.3 does not pay the License fee referred to in Clause 8.1 when due.

9.2 The Licensee may terminate this Agreement by giving 90 days' notice in writing if the Licensor does not take any action it ought reasonably to take to protect the Trademark under the provision of clause 7.3 above within six months of the circumstances giving rise to the need for such action coming to the attention of the Licensor.

9.3 Upon the termination of this Agreement for whatever reason the Licensor shall be entitled to retain the licence fee paid pursuant to Clause 8.1 but termination shall not otherwise affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages from the other.

9.4 Upon the termination of this Agreement for whatever reason the Licensee shall immediately cease to make any use of the Trademark.

9.5 All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

## 10. Indemnity

10.1 The Licensee shall be liable for and will indemnify the Licensor (together with its officers servants and agents) against any and all liability loss damages costs legal costs professional and other expenses of any nature whatsoever incurred or suffered by the Licensor whether direct or consequential (including but without limitation any economic loss or other loss of profits business or goodwill) arising out of any dispute or contractual tortuous or other claims or proceedings brought against the Licensor by a third-party claiming relief against the Licensor by reason of the manufacture use or sale of any Products by the Licensee or the use by the Licensee of the Trademark except insofar as any such claims may arise from: –

10.1.1 any breach of this Agreement by the Licensor.

10.1.2 any invalidity or defect in the title of the Licensor to the Trademark not caused by any act or default of the Licensee.

## 11. Assignment

11.1 The Licensor may assign the benefit and burden of this Agreement to any party (including but not limited to a party to which it may assign the Trademark) and shall use its reasonable endeavours to procure that such assignee (if the Licensee so, requires) shall

grant a licence direct to the Licensee on the same terms mutatis mutandis as those contained in this Agreement.

11.2 The Licensee shall not assign transfer sub-contract or in any other manner make over the benefit and/or burden of this Agreement without the prior written consent of the Licensor.

11.3 In the event of an assignment this Agreement shall be binding upon such successor or assignee and the name of a party appearing herein shall be deemed to include the names of any such successor or assignee.

## 12. Force majeure

12.1.1 Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God fire act of government or state war civil commotion insurrection embargo prevention from or hindrance in obtaining any raw materials energy or other cause beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one or more of such causes such party shall give written notice to the other of such inability stating the cause in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the cause continues to have effect. Forthwith upon the cause ceasing to have effect the party relying upon it shall give written notice thereof to the other. If the cause continues to have effect for a period of more than 180 days the party not claiming relief under this clause shall have the right to terminate this Agreement



upon giving 30 days written notice of such termination to the other party but such notice shall not take effect if the other party gives notice within that period that the cause has ceased to prevent the operation of this Agreement.

### 13. Illegality

13.1.1 If any provision of term of this Agreement shall become or be declared illegal invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

### 14. Entire agreement/Amendment/Press Releases/Costs

14.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements between them relating to the subject matter of this Agreement.

Neither party shall be entitled to rely on any agreement understanding or arrangement, which is not expressly, contained in this Agreement and no change may be made to it except by the Licensor and this will only be valid if delivered in writing to the Licensee.

14.2 No failure or delay on the part of either of the parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of any right or

remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

14.3 The text of any press release or other communication by the Licensee concerning the subject matter of this Agreement shall be copied to the Licensor within a reasonable time of publication but the Licensor shall have complete and unrestricted freedom to publish in any media any information, press release or other communication concerning the same.

14.4 The contents of any advertisement of any nature whatsoever containing the Trademark shall require the prior written approval of the Licensor before use.

14.5 Each of the parties shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.

## 15. Notice

15.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by registered post or by telex facsimile or other electronic media to a party at the address telex or facsimile number set out below for such party or such other address as one party may from time to time designate by written notice to the other.

15.2 Any such notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch if the notice or other document is sent by registered post or simultaneously with the delivery or transmission if sent by hand or if given by telex facsimile or other electronic means.

15.3 The Licensor's address for service is the address appearing at the head of this Agreement.

15.4 The Licensee's address for service is as specified in paragraph 2 of Schedule 1, Part I.

## 16. Interpretation

16.1 The headings in this Agreement are inserted only for convenience and shall not affect its construction.

16.2 Where appropriate words denoting a singular number only shall include the plural and vice versa.

16.3 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended extended or re-enacted.

## 17. Governing law and jurisdiction

17.1 The validity construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the High Court of Justice in England.