

## Schedule 1

### Definitions

- 1.1 The following expressions which are frequently used in this Agreement shall have the meanings attributed to them below:

<b>Expression</b>	<b>Meaning</b>
<b>“Brand Identity Guidelines”</b>	such branding guidelines as may from time to time be issued by TML (as amended from time to time by TML in its sole discretion);
<b>“Our Scheme”</b>	the <b>“Carpet &amp; Upholstery Cleaning”</b> quality scheme operated by us;
<b>“Secretary of State”</b>	the Secretary of State for Business, Innovation and Skills of 1 Victoria Street London SW1H 0ET;
<b>“trade marks”</b>	the certification trade mark(s) detailed in licence
<b>“TML”</b>	TrustMark (2005) Limited (Company Registration No 5480144) whose registered office is at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA;
<b>“Trust Mark Scheme”</b>	a scheme to encourage the adoption of agreed minimum service standards for firms in the building services sector, and implement them by approving compliant quality schemes run by any suitable organisation for their members.

### 2. Use of the Trade marks

- 2.1 We make no warranties about the trade marks and reserve the right to substitute, add to and/or withdraw those trade marks and other indicia which comprise the trade marks if they can no longer be used. In such circumstances, you must use any substituted marks in accordance with the terms of this Agreement, and you will not be eligible for any compensation for such substitution.

### 3. Infringement of the Trade marks

- 3.1 If you learn of any unauthorised use of the trade marks or if you become aware that the trade marks are being used in a way which is not consistent with the TrustMark Brand Identity Guidelines or of any action detrimental to the trade marks, you must immediately notify us in writing.
- 3.2 You may not bring proceedings relating to any infringement of the trade marks and any decision to bring or defend any proceedings whether for infringement or otherwise in relation to the trade marks is at our sole discretion.

3.3 You must fully cooperate with us and such other parties as we reasonably require, in any infringement proceedings.

**4. Assignment and Sub-licensing**

4.1 This Agreement is personal to you. You must not transfer all or any part of your rights or obligations under this Agreement.

4.2 We may assign, transfer and novate the benefit and burden of this Agreement and we may delegate any of our obligations under this Agreement.

Schedule 2

**The Trade marks**

Trade Mark	Application No	Classes	Date of Application
TrustMark	2391436	37,40, 44	10.05.2005

**Class 37:**

Building construction, maintenance and repair; cleaning services; installation of air-conditioning apparatus, boilers, burglar alarms, conservatories, drains, electric wiring and equipment, insulation, fire alarms, stair lifts, heating equipment, irrigation devices, kitchen equipment, sanitation, telephones and telecommunications cabling, windows and glazing; maintenance and repair services relating to all the aforesaid; roofing, plumbing, damp-proofing services; plastering and rendering; paving and other hardscaping services; fencing; painting and decorating; joinery, carpentry; scaffolding services.

**Class 40:**

Timber treatment services.

**Class 44:**

Gardening, landscape gardening, tree surgery and tree consultancy.

Together with any additional or substitute trade marks, which TML shall from time to time deem suitable or necessary.