

Registered Firm Licence Agreement (Page two on reverse)

Complete all sections marked in red

DATE:

BETWEEN:

- (1) **National Carpet Cleaners Association (NCCA)** of 62C London Road, Oadby, LE2 5DG ("we", "us", "our"); and
- (2) **NAME:** ("you" "yours", "yourself").
- COMPANY:**

AGREE:

1. We grant you a non-exclusive licence to use the trade marks in relation to our Scheme in accordance with the TrustMark Brand Identity Guidelines, provided that such use is limited to the Carpet & Upholstery Cleaning trade sectors and is subject to this Agreement. Your right to use the trade marks will continue until this Agreement is terminated in accordance with paragraph 4 below.
2. You must comply with the TrustMark Brand Identity Guidelines and at all times preserve the reputation and integrity of the TrustMark Scheme. You must not engage in any activity or practice which may result in public criticism of us, our Scheme or the TrustMark Scheme.
3. You must comply with our Scheme Rules and/or the Code of Practice and the current TrustMark Core Criteria, where applicable
4. In consideration of this licence, you must actively promote awareness of the TrustMark Scheme amongst consumers and the trade.
5. We may terminate this Agreement (without, for the avoidance of doubt, you being eligible for compensation) by immediate written notice to you if:
 - (a) our Scheme ceases to be part of the TrustMark Scheme and/or ceases to have the right to use the trade marks;
 - (b) you cease to participate in our Scheme;
 - (c) you go into liquidation or an administrative receiver or receiver and manager or administrator is appointed for you or your assets or you enter into a voluntary arrangement with your creditors or suffer any similar insolvency process or process which affords you protection from your creditors;
 - (d) you commit a breach of this Agreement and, following our disciplinary processes, we conclude that this licence should be withdrawn;
 - (e) you challenge the validity of the trade marks or any of them.

6. Termination of this Agreement will not affect any existing rights and/or claims that we may have against you, and will not relieve you from fulfilling your obligations which accrued prior to termination.
7. If for whatever reason this Agreement terminates, to protect the reputation of the TrustMark Scheme and ensure its continued operation:
 - (a) you must immediately cease use of the trade marks
 - (b) you must not purport to be associated with the TrustMark Scheme
8. Both the Secretary of State and TML may enjoy the benefit and enforce the terms of [this Agreement] [Clause 6] in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
9. The Schedules form part of this Agreement and any reference to this Agreement includes the Schedules.

IN WITNESS to the above the parties have signed below on the date written above.

SIGNED by or on behalf of NCCA

SIGNED by or on behalf of

NAME:

COMPANY:

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