

TRUSTMARK REGISTERED FIRM LICENCE AGREEMENT

1. **ELECSA/NICEIC** (trading brands of Certsure LLP) of Warwick House, Houghton Hall Park, Houghton Regis, Dunstable, Beds, LU5 5ZX ("we", "us", "our"); **and**

2. Trading Name:

3. Postcode:

4. Registration Number:

AGREE:

- 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 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 5 below.
- 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.
- You must comply with our Scheme Rules, the Customer Charter, the Code of Conduct and the current TrustMark Framework Operating Requirements, where applicable.
- In consideration of this licence, you must actively promote awareness of the TrustMark Scheme amongst consumers and the trade.
- We may terminate this Agreement (without, for the avoidance of doubt, you being eligible for compensation) by immediate written notice to you if:
 - our Scheme ceases to be part of the TrustMark Scheme and/or ceases to have the right to use the trade marks;
 - you cease to participate in our Scheme;
 - 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;
 - you commit a breach of this Agreement and, following our disciplinary processes, we conclude that this licence should be withdrawn;
 - you challenge the validity of the trade marks.
- 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 and dated below.

SIGNED by or on behalf of Certsure LLP trading as ELECSA and NICEIC

Kevan Parker
Managing Director

SIGNED by or on behalf of

Trading Name:

Scheme:

Registration Body (ELECSA or NICEIC):

Signature

Name:

Job Title:

Date:

Definitions

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

Expression	Meaning
"Brand Identity Guidelines"	such branding guidelines as may from time to time be issued by Trustmark (as amended from time to time by Trustmark in its sole discretion);
"Our Scheme"	any quality schemes identified by Certsure for TrustMark registration, and included on Certsure's UKAS accreditation Schedule;
"Secretary of State"	the Secretary of State for Business, Innovation and Skills of 1 Victoria Street, London, SW1H 0ET;
"Trade Marks"	the certification trade mark(s) detailed in licence;
"TML"	TrustMark (2005) Limited (Company Registration No 5480144) whose registered office is at Arena Business Centre, The Square, Basing View, Basingstoke, Hampshire, England, RG21 4EB
"Trust Mark Scheme"	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 Scheme Operators 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.