

GREAT WEST WAY

TRADE MARK LICENCE AGREEMENT

Trade mark licence agreement between (1) VisitWiltshire Limited, (the "Licensor"), a company incorporated in England and Wales, whose registered number is 07458523, whose registered office is at Bourne Hill, Bourne Hill, Salisbury, England, SP1 3UZ
(2) The Great West Way Ambassador Network ("Ambassador Network") member, (the "Licensee"); and together referred to as the "Parties".

BACKGROUND

- A. The Licensor is the proprietor of, or the Applicant to register, the Trade Marks listed within Schedule 1 to this Agreement.
- B. The Licensee is a member of the Ambassador Network.
- C. The Licensor has agreed to grant a licence to the Licensee to use the Ambassador Network Trade Marks (the "Trade Marks") in Schedule 1, only in accordance with the terms and conditions of this Agreement.

THE PARTIES AGREE

1. Authorisation to use

- 1.1. From the first day of the Licensee's paid membership to the Ambassador Network ("the Effective Date"), the Licensor hereby grants the Licensee a limited, non-exclusive, non-transferable, revocable licence to use the Trade Marks, subject to the terms and conditions of this Agreement and current paid membership to the Ambassador Network.
- 1.2. The Licensor reserves the right to use and to license others to use the Trade Marks.

2. Licensee's obligations

- 2.1. The Licensee agrees:
 - 2.1.1. to only use the Trade Marks:
 - (a) for the purpose specified in this Agreement (and the Brand Toolkit); and
 - (b) in strict accordance with the Brand Toolkit which is available at link as updated by the Licensor from time to time;
 - 2.1.2. to provide copies of all proposed advertising copy and marketing materials featuring the Trade Marks to the Licensor for approval, prior to their publication or use;
 - 2.1.3. not to commence use and/or to immediately cease use of any materials which the Licensor does not approve within fourteen days of the request made under clause 2.1.2;
 - 2.1.4. not to use the Trade Marks in any way that may adversely affect the goodwill or reputation of the Trade Marks or in a way which will, or is likely to, tarnish, damage or diminish the Trade Marks; and
 - 2.1.5. not to jeopardise or invalidate any registration or application for the Trade Marks.
- 2.2. For the avoidance of doubt, the Licensor does not consent to the use of the Trade Marks in any form or for any purpose other than the form and purpose set out in this Agreement.

3. Intellectual property rights

- 3.1. The Licensee acknowledges that the Licensor is the absolute owner of the Trade Marks. The Licensee shall not make any representation or undertake any acts which indicate that the Licensee has any right, title or interest in or to the Trade Marks other than under the terms of this Agreement.
- 3.2. The Licensee acknowledges and agrees that is the intention of the parties that any and all goodwill generated through use of the Trade Marks shall accrue automatically to the Licensor.
- 3.3. The Licensee agrees to:
 - 3.3.1. promptly notify the Licensor if it identifies any potential infringements of the Trade Marks, and agrees that any and all actions relating to the Trade Marks (including any settlement or negotiations) shall be carried out and determined by the Licensor in its sole discretion;
 - 3.3.2. provide all reasonable assistance required by the Licensor to protect, maintain or enforce the Trade Marks and shall execute all documents or other materials reasonably required by the Licensor to protect, maintain or enforce the Trade Marks, or, in the event that goodwill is deemed to vest in the Licensee contrary to the parties intentions, to vest the goodwill accrued in the Trade Marks in the Licensor and to evidence the ownership of such goodwill if required; and
 - 3.3.3. apply clearly to any and all items and materials in respect of which the Trade Marks are used pursuant to this Agreement, written notification identifying the Licensor as the owner of the Trade Marks and indicating that the Trade Marks are used under consent.

4. Right to terminate

- 4.1. This Agreement shall commence on the Effective Date and, unless terminated earlier under this clause 5, shall continue in full force and effect for the duration of the Licensee's paid membership to the Ambassador Network (the "Licence Term").
- 4.2. The Licensor has the right to terminate this Agreement:
 - 4.2.1. at any time by giving a minimum of three [3] months' notice in writing to the Licensee;
 - 4.2.2. with immediate effect upon written notice to the Licensee of any material breach of the terms of this Agreement which are not remedied within 14 [fourteen] days of notice or are not capable of remedy;
 - 4.2.3. with immediate effect upon written notice to the Licensee if the Licensee becomes insolvent, has a resolution passed for its winding up, has a freezing order made against it, has a receiver or administrator appointed over its assets or income, is unable to pay its debts or becomes the subject of a voluntary arrangement under the Insolvency Act 1986; or
 - 4.2.4. if the Licensee undergoes a change in ownership.
- 4.3. If the Licensee becomes aware that an event has occurred which may entitle the Licensor to terminate this Agreement, it shall immediately notify the Licensor in writing.
- 4.4. In the event of termination of this Agreement, or on expiry of the Licence Term the Licensee shall:
 - 4.4.1. immediately cease all use of the Trade Marks;
 - 4.4.2. remove the Trade Marks from any materials held by the Licensee; and
 - 4.4.3. upon request, provide the Licensor with a written assignment of any and all rights created by the Licensee (or its affiliates and subsidiaries) by using the Trade Marks, including all goodwill generated in the Trade Marks.

5. Notices

- 5.1. Notices under this Agreement shall be in writing and sent to the email address (with a delivery and read receipt) provided below:
 - 5.1.1. In the case of notices made to the Licensee: the email address associated with the Ambassador Network Membership
 - 5.1.2. In the case of notices made to the Licensor: info@greatwestway.co.uk and shall be deemed received on receipt of the delivery return email.

6. No warranties or representations

The Licensee acknowledges and agrees that no warranties or representations are provided as to the validity, enforceability or otherwise of the Trade Marks and that no other warranties or representations have been made or are made by the Licensor in relation to the Trade Marks.

7. Limitation of Liability

The Licensor shall have no liability for any consequential, indirect or special losses, including loss of profit, loss of revenue, loss of business, loss of opportunity, harm to reputation, or loss of goodwill.

8. Indemnity

The Licensee shall indemnify the Licensor against any and all liabilities, costs, expenses, damages or losses (including all direct, indirect or consequential loss and any loss of profit or reputation and all professional costs and expenses) suffered or incurred by the Licensor or its affiliates and subsidiaries as a result of, or arising from, the Licensee's use of the Trade Marks or any breach of the terms of this Agreement.

9. Costs, charges and expenses

The Parties shall be responsible for their own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this Agreement and any document referred to in it.

10. Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

11. Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

12. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

**AGREED by the Parties on the Effective Date
Signed by David Andrews for and on behalf
of Chief Executive VisitWiltshire Limited**

The Trade Marks comprise the following:

Description of mark

ENGLAND'S GREAT WEST WAY (words)

Registration number and date of registration

UK00003231548

Description of mark

THE GREAT WEST WAY (words)

-and-

GREAT WEST WAY (words)

Registration number and date of registration

App. No. UK 00003254423

Ambassador Network – Permitted Master Marque (logo)

