

TrustMark Licence Agreement

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1 Introduction

This document includes the Licence agreement that must be 'signed'* by all persons undertaking work where inclusion onto the TrustMark register is required. This includes all schemes listed in Schedule 3A of this document.

This Agreement is written by TrustMark, and in addition to Elmhurst Energy Systems Limited's various terms and conditions, this document must be signed and agreed to as defined.

* Signed: The document is a downloadable PDF and must be accompanied by its counterpart document 'AP131 – Retrofit Accreditation application form', an online form which the customer must complete and digitally sign. Without both 'TLA1' and 'AP131', this agreement is invalid. Both parts will be retained in the customer record as proof of compliance by Elmhurst Energy Systems Limited.

2 Agreement

Schedule 1 - Registered Firm Licence Agreement

DATE: **[As defined by the completion date of 'AP131 – Retrofit Accreditation application form']**

BETWEEN:

- (1) **Elmhurst Energy Systems Limited** of Unit 16 St Johns Business Park, Lutterworth LE17 4HB ("we", "us", "our"); and
- (2) **[As defined in Reference 1 of the 'AP131 – Retrofit Accreditation application form']** of **[As defined in Reference 2 & 3 of 'AP131 – Retrofit Accreditation application form']** ("you" "yours", "yourself").

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 **[As defined in reference 4 of the AP131 – Retrofit Accreditation application form]** 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.
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 **Elmhurst Energy Systems Limited:**

SIGNED by or on behalf of [As defined in Reference 1 of the AP131 – Retrofit Accreditation application form’]



By completing the online form, ‘AP131 – Retrofit Accreditation application form’’, and checking the appropriate box related to this document, you are agreeing to sign this form.

Stuart Fairlie

Definitions

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

Expression

“Brand Identity Guidelines”

Meaning

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)

“Our Scheme”

the “Retrofit Assessor & Coordinator” quality scheme operated by us;

“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 Schedule 2;

“TML”

TrustMark (2005) Limited (Company Registration No 5480144) whose registered office as at The Arena Business Centre, The Square, Basing View, Basingstoke, Hampshire 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 standards

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 landscaping services; fencing; painting and decorating; joinery, carpentry; scaffolding services.

Class 40:

Timber treatment services.

Class 44:

Gardening, landscape gardening and tree surgery and consultancy.

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

Schedule 3 - Brand Identity Guidelines

The current TrustMark Brand Identity Guidelines are available for Scheme Operators and Registered Firms to view on the TrustMark website: www.trustmark.org.uk

Schedule 3A - Approved Trades

Retrofit Assessors
Retrofit Coordinators