

LICENCE AGREEMENT FOR USE OF THE REGISTERED TRADEMARK OF THE YORKSHIRE DALES NATIONAL PARK AUTHORITY

Registered Trade Mark (Number 2479702)

The registered trade mark ("the RTM") of the Yorkshire Dales National Park Authority ("the Authority")

Licensor

Yorkshire Dales National Park Authority of Yoredale Bainbridge Leyburn North Yorkshire DL8 3EL

Licensee

[NAME] of [ADDRESS].

Licence

This Licence is granted on a non-exclusive basis to the Licensee by the Licensor, and it permits the Licensee to use the RTM subject to the provisions of this agreement.

Commencement and Duration of Licence

This agreement shall come into force immediately it is signed by an officer of the Licensor and shall continue in effect for three years unless terminated in accordance with condition 7 of this Agreement.

Licence Fee

The Licensee will pay a fee of £30 to the Licensor in consideration of being granted this licence.

The Authority will arrange to register the Licence with the UK Intellectual Property Office ("the UK IPO").

CONDITIONS OF THIS LICENCE AGREEMENT

1. The parties shall jointly apply to the UK IPO to register this Agreement as a Licence.
2. The Licensee shall not use the trade mark in any way that may bring the Authority or the RTM into disrepute or reduce, diminish or damage its reputation.
3. The Licensee shall uphold the principles of National Park purposes, and not bring them into disrepute. The principles are as follows;
 - to conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park
 - to promote opportunities for the understanding and enjoyment of the special qualities of the area by the public.
4. The Licensee shall adhere to any guidelines or instructions given by the Authority with regard to the use, placement and arrangement of the RTM.
5. The Licensee may not assign this Licence in whole or in part to any third party, and may not authorise any other person to use the RTM.
6. The Licensee shall co-operate fully with and use its best endeavours to assist the Licensor in connection with any legal proceedings associated with the Licence and the Mark of the Authority.
7. Either party may terminate the Licence by giving written notice to the other party. If the Authority terminates the licence for any reason other than breach of this agreement by the

Licensee, the Authority will refund the licence fee to the Licensee. The Licensee, upon termination of the Agreement by either party, must immediately cease all use of the RTM. The Licensee shall co-operate with the Licensor in cancelling any registration of this agreement as a Licence.

8. This agreement supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to previous permissions given to the Licensee by the Authority
9. Any application to vary the Agreement should be made in writing to the Authority.
10. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

I agree to the above terms and conditions.

Signed by the Licensee _____ Dated _____

Signed by an Officer on behalf of the Yorkshire Dales National Park Authority.

Signed _____ Dated _____