
TRADE MARK LICENSE AGREEMENT

THIS AGREEMENT is made the FIRST day of May 2025

BETWEEN:

- (1) The Licensor **Nicola RJM Matheson-Durrant** in the United Kingdom, whose Head Office is at 31 Matthews Court, Sunninghill, Ascot, Berkshire, SL5 7BE and
- (2) <<Full Name of Licensee>>
 [.....]

 <<Business Name>>
 [.....]

 <<Address>>
 [.....]
 ("the Licensee")

WHEREAS:

- (1) The Licensor is the registered owner of the Trade Mark(s) detailed in Schedule 1.
- (2) The Licensee wishes to only use the Trade Mark(s) **text/wording/phrase/terms** (not the whole graphic) listed in Schedule 1 for the Stated Purposes detailed in Schedule 2.
- (3) The Licensor wishes to grant a licence to the Licensee to only use the Trade Mark(s) **text/wording/phrase/terms** (not the whole graphic) listed in Schedule 1 in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Confidential Information"	means information relating to this Agreement, any business information relating to either Party, and any other information which either Party may designate confidential;
"Effective Date"	means the date of this Agreement was signed by the Licensee;
'Stated Services'	Means the use of the Trade Mark(s) in relation to the services detailed in Schedules 1 and 2.

“Stated Purposes”	means the use of the Trade Mark(s) in relation to the Goods and/or Services detailed in Schedule 2;
“Term”	means the duration of this Agreement as set out in Clause 12; and
“Territory”	Means the United Kingdom.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.

2. **Grant of Rights**

The Licensor hereby grants to the Licensee a non-exclusive licence (the “Licence”) within the Territory and for the Term to use the Trade Mark(s) solely for the Stated Purposes.

3. **Scope of Licence**

- 3.1 The Licensee may not:
- 3.1.1 use the Trade Mark(s) for any purposes other than the Stated Purposes;
 - 3.1.2 use the Trade Mark(s) in any manner outside the Territory;
 - 3.1.3 use any part of the Trade Mark(s) or any other trademarks belonging to the Licensor that is not covered by the Licence;
 - 3.1.4 use any other trade mark(s), registered or unregistered and irrespective of ownership, in relation to the Stated Purposes without the express written consent of the Licensor;
 - 3.1.5 use any other trade mark(s), whether for the Stated Purposes or otherwise, which are confusingly similar to the Trade Mark(s);
 - 3.1.6 claim or make any representation that it has any rights, title or interest in or to the Trade Mark(s) beyond that granted under this Agreement; and

- 3.1.7 take or permit any action which may be detrimental in any way to the Trade Mark(s). Such action includes, but is not limited to, that which may impair, damage or be otherwise detrimental to the reputation, goodwill, validity, value or registration of the Trade Mark(s).
- 3.2 Notwithstanding the provisions of sub-Clause 3.1.2, the Licensee may accept unsolicited orders for the goods/services provided for under the Stated Purposes from outside the Territory.
- 3.3 The Licensee shall not be permitted to assign, sub-licence, sub-contract or otherwise transfer the benefit of the Licence or any part of it to a third party.
- 3.4 The Licensee hereby acknowledges that the Trade Mark(s) text/wording/phrase/term are the sole property of the Licensor and further acknowledges that no use of the Trade Mark(s) by the Licensee shall bestow any right, title or interest in or to the same upon the Licensee beyond that expressly granted by this Agreement.
- 3.5 The Licensee hereby acknowledges that any and all goodwill arising from its use of the Trade Mark(s) in relation to the Stated Purposes or otherwise, shall accrue for the sole benefit of the Licensor.

4. Licensor's Rights and Obligations

- 4.1 During the Term and within the Territory, where the Licence is a non-exclusive licence, the Licensor shall use its reasonable endeavours to inform the Licensee of additional licences granted of the Trade Mark(s).
- 4.2 Nothing in this Agreement shall restrict the Licensor's freedom to use the Trade Mark(s) itself.
- 4.3 The Licensor shall pay any and all fees and take any and all action required to ensure the registration (where relevant), maintenance and renewal of the Trade Mark(s) and shall supply to the Licensee evidence of the same upon receipt of a written request to do so from the Licensee.
- 4.4 Notwithstanding the provisions of sub-Clause 4.3, the Licensor shall not be obliged to comply with that sub-Clause where, in its sole opinion, the costs or taking such action are not justifiable

5. Licensee's Rights and Obligations

- 5.1 The Licensee shall be fully responsible for its use of the Trade Mark(s) words/phrases and terms only, and for any and all activities carried out with respect to the Stated Purposes.
- 5.2 The Licensee shall, subject to any contracts into which it has entered with third parties, be the sole owner of any product resulting from the Stated Purposes including any intellectual property arising therefrom.
- 5.3 The Licensee may only use the Trade Marks(s) words/phrases/terms as it/they appear(s) in Schedule 1. Use of the whole registered trade mark image is not permitted. No variation in any aspect of the Trade Mark(s) shall be permitted without the express written consent of the Licensor, such consent not to be unreasonably withheld. Having obtained the Licensor's consent to vary the Trade Mark(s), the Licensee shall be further required to obtain the approval of the Licensor for each variation.
- 5.4 The Licensee shall use its reasonable endeavours to ensure that the Stated Purposes are carried out to a high standard which is commensurate with best

practice in the relevant industry and in compliance with any and all relevant standards, codes of practice, statutes, regulations of any nature and any further related matters agreed upon between the Parties from time to time (provided that such matters are evidenced in writing, signed by authorised representatives of both Parties).

6. **Payment and Records**

6.1 By or on the Effective Date, being the 14th May 2025 (fourteenth day of the month of May 2025), the Licensee shall pay to the Licensor:

- the sum of £120.00 (the "Annual Payment") in consideration for the Licence under this Agreement;
- by bank transfer to the following bank account number 40291824 and sort code 09-01-27, payable to Family Law Clinic Ltd, reference "**TML [....insert your name here.....]**".
- By way of a one-off full lump sum of £120 per year. Part payments or instalments are not permissible.

7. **Licensor's Warranties**

7.1 The Licensor hereby warrants and represents that:

- 7.1.1 it has the right to enter into this Agreement;
- 7.1.2 the Trade Mark(s) is/are owned solely, exclusively and absolutely by the Licensor and that the Licensor is free to license it/them to the Licensee;
- 7.1.3 no third party has any right, title or interest in the Trade Mark(s) nor has claimed the same at any time prior to the Effective Date;
- 7.1.4 to the best of its current knowledge and belief [after due and diligent enquiry], the Trade Mark(s) is/are not being infringed (nor threatened to be so) by any third party as at the Effective Date;
- 7.1.5 to the best of its current knowledge and belief [after due and diligent enquiry], no third party has infringed the Trade Mark(s) at any time prior to the Effective Date;
- 7.1.6 to the best of its current knowledge and belief [after due and diligent enquiry], no third party has either brought or is currently bringing (or threatening to bring) any challenge, claim or proceedings with respect to the Trade Mark(s) including, but not limited to, those pertaining to opposition, cancellation, revocation or rectification; and
- 7.1.7 nothing in the Trade Mark(s) is offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory, and nothing in the Trade Mark(s) will infringe the common law or statutory rights of any third party.

7.2 The Licensor gives neither warranty nor makes any representation with respect to the validity, utility, subsistence or enforceability of the Trade Mark(s).

8. Licensee's Warranties

The Licensee hereby warrants and represents that:

- 8.1 it has the right to enter into this Agreement;
- 8.2 it shall pay all sums due under this Agreement in accordance with Clause 6; and
- 8.3 it shall not exceed the rights granted by this Agreement.

9. Indemnity

- 9.1 The Licensee shall indemnify and hold harmless the Licensor against any claim, loss, damage, proceedings, settlement, costs or expenses howsoever arising, directly or indirectly, as a result of any breach or non-performance by the Licensee of any of its obligations, undertakings or warranties as set out in this Agreement.
- 9.2 The Licensor shall indemnify and hold harmless the Licensee against any claim, loss, damage, proceedings, settlement, costs or expenses howsoever arising, directly or indirectly, as a result of any breach or non-performance by the Licensor of any of its obligations, undertakings or warranties as set out in this Agreement.
- 9.3 The indemnities set out in sub-Clauses 9.1 and 9.2 shall apply provided that in all cases the indemnified Party shall:
 - 9.3.1 notify the indemnifying Party as soon as is reasonably possible of any claim, loss or damage;
 - 9.3.2 consult the indemnifying Party as to the action to be taken in dealing with any such matters; and
 - 9.3.3 make no agreement with any third party for the payment of any sum without the prior agreement of the indemnifying Party, such agreement not to be unreasonably withheld.

10. Limitation of Liability

- 10.1 Without prejudice to the provisions of Clause 9 and subject to sub-Clause 10.3, the Licensor shall not have any further liability to the Licensee with respect to any loss of revenue, profit, use of money, anticipated savings, goodwill, business, opportunity, reputation or any other indirect or consequential loss or damage (whether foreseen, foreseeable, known or otherwise) which may arise out of this Agreement or any other contractual [or non-contractual] matters arising therefrom.
- 10.2 The provisions of this Clause 10 shall apply to any and all liability whether arising in contract, tort (including the tort of negligence) or otherwise.
- 10.3 Nothing in this Clause 10 or this Agreement shall exclude the Licensor's liability for death or personal injury arising out of its own negligence, nor shall it exclude the Licensor's liability for any other matters for which the Licensor may not exclude liability under any applicable law.

11. **Proceedings**

- 11.1 The Licensee shall inform the Licensor immediately if it becomes aware of any:
 - 11.1.1 Infringement, actual or suspected, of any of the Trade Mark(s);
 - 11.1.2 Challenge, claim or proceedings with respect to the Trade Mark(s) including, but not limited to, those pertaining to opposition, cancellation, revocation or rectification; or
 - 11.1.3 Claims that the Trade Mark(s) infringe(s) the rights of any third party.
- 11.2 In the event of any infringement or claim arising under sub-Clause 11.1:
 - 11.2.1 the Licensor shall determine the action to be taken;
 - 11.2.2 the Licensor shall be solely responsible for the conduct of any claims or proceedings;
 - 11.2.3 the Licensee shall provide all reasonable assistance that may be reasonably required by the Licensor in order to conduct any claims or proceedings;
 - 11.2.4 the Licensor shall bear the cost of any claims or proceedings and shall be solely entitled to any and all sums recovered from a third party in such claims or proceedings.

12. **Confidentiality**

- 12.1 Both the Licensor and the Licensee undertake that they shall, except as provided by sub-Clause 12.2 or as authorised in writing by the other, at all times during the continuance of this Agreement and for 7 years after its termination:
 - 12.1.1 keep confidential all Confidential Information;
 - 12.1.2 not disclose any Confidential Information to any other party;
 - 12.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;
 - 12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 12.1.5 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 12.1.1 to 12.1.4.
- 12.2 Subject to sub-Clause 12.3, either Party may disclose any Confidential Information to:
 - 12.2.1 any of their sub-contractors or suppliers;
 - 12.2.2 any governmental or other authority or regulatory body; or
 - 12.2.3 any of their employees or officers or those of any party described in sub-Clauses 12.2.1 or 12.2.2;
- 12.3 Disclosure under sub-Clause 12.2 may be made only to the extent that is necessary for the purposes contemplated by this Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 12.2.2 or is an authorised employee or officer of such

a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

- 12.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 12.5 When using or disclosing Confidential Information under sub-Clause 12.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 12.6 The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

13. Term and Termination

- 13.1 This Agreement shall come into force on the Effective Date and shall continue in force for a period of 12 months (the "Term") unless otherwise terminated in accordance with this Clause 13.
- 13.2 The Term may be renewed on the same terms and conditions as set out in this Agreement for a further period of 12 months upon the agreement of both Parties.
- 13.3 Either Party has the right to terminate this Agreement immediately by written notice if the other:
 - 13.3.1 has committed a material breach of this Agreement, unless such breach is capable of remedy in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 28 days after a written notice to do so;
 - 13.3.2 has an encumbrancer take possession, or (being a company) has a receiver appointed of any of its assets or property;
 - 13.3.3 holds a meeting of its creditors or proposes, enters into any arrangement, moratorium or composition with or for the benefit of the same (including any voluntary arrangement as defined by the Insolvency Act 1986) or, (being a company), becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 13.3.4 has (being an individual or firm) a bankruptcy order made against it or (being a company) goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that Party under this Agreement); or
 - 13.3.5 ceases, or threatens to cease, to carry on business.
- 13.4 Sub-Clause 13.3 shall also apply in the event that anything analogous to any of the provisions of that sub-Clause occurs under the law of any jurisdiction.
- 13.5 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Agreement shall survive termination under this Clause 13.

14. Post Termination

14.1 Upon the termination of this Agreement for any reason, the Licensee shall:

14.1.1 subject to the provisions of sub-Clause 14.2, cease any and all use of the Trade Mark(s) (save for any use covered by any other agreement which remains in force);

14.1.2 subject to the provisions of sub-Clause 14.2, cease any and all use of any trade marks which are confusingly similar to the Trade Mark(s) (save for any use covered by any other agreement which remains in force);

14.1.3 return any and all materials supplied to it by the Licensor under this Agreement including any and all copies made by the Licensee.

14.1.4 Licensees shall not be entitled to a part or full refund of their pre-paid annual license fee.

15. Non-Assignment of Agreement

Neither Party shall assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

16. Notices

16.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party giving the notice or by a duly authorised officer thereof, as appropriate.

16.2 Notices shall be deemed to have been duly given:

16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

16.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

16.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

16.2.4 on the 10th business day following mailing, if mailed by airmail, postage prepaid.

16.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

17. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

18. No Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

19. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

20. Law and Jurisdiction

20.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written



SIGNED AS A DEED by

Nicola RJM Matheson-Durrant
Licensor



In the presence of

Philip Durrant,
31 Matthews Court,
Sunninghill, Ascot,
Berkshire, SL5 7BE
Occupation: Retired

SIGNED AS A DEED by _____

<<Name and Title of person signing for Licensee>>

Licensee

In the presence of _____
<<Name & Address of Witness>>

Occupation:

SCHEDULE 1

The three Trade Mark(s)

<https://trademarks.ipo.gov.uk/ipo-tmowner/page/search?id=1977848&domain=1>

Mark text, Classes and List of Services

SCHEDULE 2

The Stated Purposes

See Mark text, Classes and List of Services

<https://trademarks.ipo.gov.uk/ipo-tmowner/page/search?id=1977848&domain=1>

Advertising, marketing and promotion of legal advice and services

Provision of legal advice and services

Services

<https://trademarks.ipo.gov.uk/ipo-tmowner/page/search?id=1977848&domain=1>

See Mark text, Classes and List of Services

Advertising, marketing and promotion of legal advice and services

Provision of legal advice and services

To the Licensee – Your Next steps

2. Save as a pdf and email this whole completed file (12 pages) to familylawclinic@btinternet.com
3. Send your license fee payment now by bank transfer to the following bank account number 40291824, sort code 09-01-27, payable to Family Law Clinic Ltd, reference ***“TML [....your name....]”***.