

**KEEP BRITAIN TIDY  
BRAND LICENCE TERMS AND CONDITIONS**

**INTRODUCTION**

Keep Britain Tidy is a company limited by guarantee with company number 03496361 and registered charity number 107173, whose registered office is at Elizabeth House, The Pier, Wigan, Lancashire, WN3 4EX (**Keep Britain Tidy**). Keep Britain Tidy's charitable objectives including the preservation and protection of the environment through promotion of waste reduction; the enhancement of the environments of towns; and the education of the public concerning the impact of individual's own actions on the environment.

In furtherance of Keep Britain Tidy's charitable objectives and with a view to reducing litter, Keep Britain Tidy licenses use of its Marks for usage on Packaging Materials to Licensees.

These Conditions set out the basis on which Keep Britain Tidy will enter into Contracts with Licensees in order for them to use the Marks. Prior to completing the Request Form, the Licensee ought to review its obligations under these Conditions and, in doing so, its attention is drawn to clauses 2, 7, 8, 9 and 10 of these Conditions.

**1. DEFINITIONS AND INTERPRETATION**

1.1 The following definitions apply in these Conditions.

**Applicable Laws:** all applicable laws, statutes, regulations and codes from time to time in force that apply in the territory or territories (as the case may be) in which the Licensee operates its business.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** has the meaning given to it in clause 3.1.

**Compliance Legislation:** means the Bribery Act 2010, the Criminal Finances Act 2017, the Modern Slavery Act 2015, the Money Laundering Regulations 2017 and such other pieces of Applicable Law relating to corporate criminal offences.

**Conditions:** means these terms and conditions, as may be varied in accordance with clause 12.4.

**Confirmation Email:** means an email sent by Keep Britain Tidy to the Licensee confirming Keep Britain Tidy's acceptance of the Request Form.

**Contract:** the Contract between Keep Britain Tidy and the Licensee governing the Licensee's use of the Mark in accordance with these Conditions.

**Group:** in relation to a company, that company, any subsidiary or holding company from time to time.

**Intellectual Property Rights:** means all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, supplementary protection certificates, petty patents, utility models, plant variety rights, rights in designs, trademarks, service marks, trade names, domain names, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or equivalent rights and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world.

**Licence Fee:** means the licence fee payable by the Licensee to Keep Britain Tidy in consideration for the Licensee's use of the Mark in accordance with these Conditions.

**Licensee:** the individual or organisation who wishes to enter into a Contract with Keep Britain Tidy.

**Loss:** means actions, awards, charges, claims, compensation, costs, damages, demands, expenses, fees, fines, interest, liabilities, losses, penalties, proceedings and settlements, and **Losses** shall be construed accordingly.

**Mandatory Policies:** means Keep Britain Tidy's Modern Slavery Policy (which is accessible at: <https://www.keepbritaintidy.org/modern-day-slavery-policy>) and such other policies and codes as notified to the Licensee from time-to-time.

**Marks:** means any individual or combination of the following UK registered trade marks:

- (a) [UK00003216272](#);
- (b) [UK00003216275](#);
- (c) [UK00003065876](#); and
- (d) [UK00002563097](#),

which the Licensee wishes to incorporate on the Packaging Materials in accordance with these Conditions. References to **Mark** shall be construed accordingly.

**Packaging Materials:** means the packaging materials on which the Licensee intends to use the Mark, as detailed in the Request Form, together with any Promotional Materials relating to those Packaging Materials.

**Products:** the products to which the Packaging Materials relate, as detailed in the Request Form.

**Promotional Materials:** catalogues, brochures, websites or such other applicable sales or promotional literature, materials or publications.

**Term:** the term of the Contract, determined in accordance with clause 3.1.

**Request Form:** means the request form that the Licensee shall be required to complete in order to submit its offer to enter into the Contract, which is available via the Website.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

**Website:** <https://www.keepbritaintidy.org>.

1.2 The following rules of interpretation shall apply to the Contract:

- (a) Clause headings shall not affect the interpretation of these Conditions.
- (b) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (c) A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (d) References to clauses are to the clauses of these Conditions.
- (e) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (f) A reference to **writing** or **written** excludes fax but not email.
- (g) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## 2. BASIS OF CONTRACT – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Licensee seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.

2.2 Where the Licensee wishes to incorporate any of the Marks on its Packaging Materials on basis of these Conditions and Keep Britain Tidy's published price list (which can be found on the Website), it shall first be required to complete the Request Form, which shall contain the following information:

- (a) the name, job title and email address of the individual completing the Request Form;
- (b) the Licensee's corporate identity;
- (c) the Licensee's industry sector and the Products that will incorporate the Packaging Materials;
- (d) which Mark the Licensee wishes to incorporate on its Packaging Materials; and

- (e) an indication as to the number of Packaging Materials that the Mark will be displayed on annually.
- 2.3 The Licensee warrants and undertakes that the information contained in the Request Form is full, complete and accurate.
- 2.4 The Request Form constitutes an offer by the Licensee to enter into a Contract in accordance with these Conditions and shall not incorporate any other terms and conditions beyond those set out in the Contract.
- 2.5 Keep Britain Tidy reserves the right to reject the Request Form at its absolute discretion and for any reason whatsoever, and the Request form shall only be deemed to be accepted when Keep Britain Tidy issues a Confirmation Email.
- 3. COMMENCEMENT, DURATION AND GRANT**
- 3.1 The Contract shall commence on the date on which Keep Britain Tidy issues a Confirmation Email (“**Commencement Date**”) and shall, unless terminated in accordance with these Conditions, continue until the 31<sup>st</sup> of December in the calendar year in which this Contract is entered into (“**Term**”). The Contract shall automatically expire at the end of the Term, and the Licensee’s specific attention is drawn to its obligations on expiry (or termination) of the Contract under clause 10 of these Conditions.
- 3.2 Subject to the Licensee’s compliance with these Conditions, Keep Britain Tidy hereby grants to the Licensee a non-exclusive, non-transferable and, subject to clause 6, non-sublicensable licence to use the Mark during the Term for the sole purpose of its inclusion on the Packaging Materials relating to the Products.
- 4. LICENCE FEE**
- 4.1 In consideration for the grant of a non-exclusive licence to use the Mark in accordance with clause 3.2, the Licensee agrees to pay the Licence Fee to Keep Britain Tidy, alongside any applicable VAT.
- 4.2 Keep Britain Tidy reserves the right to raise its invoice in respect of the Licence Fee on or after the Commencement Date, and the Licensee shall pay the Licence Fee (plus any applicable VAT) to Keep Britain Tidy within 30 days of its receipt. The Licensee’s payment of the Licence Fee shall be made free and clear of all deductions, set off and withholdings whatsoever.
- 4.3 In the event of any delay in paying any element of the Licence Fee by the date specified in clause 4.2, without limiting Keep Britain Tidy’s other rights and remedies:
  - (a) Keep Britain Tidy reserves the right to suspend the licence granted under clause 3.2 until such time as the Licensee makes payment (together with applicable interest under clause 4.3(b)); and
  - (b) the Licensee shall pay to Keep Britain Tidy interest on the overdue amount at the rate of 4% per annum above the Bank of England’s base rate from time to time. Interest under this clause shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 4.4 The Licensee shall promptly notify Keep Britain Tidy if its usage of the Mark is greater than that which is forecasted in the Request Form. Where this is the case, the Licensee agrees to pay the applicable shortfall in the Licence Fee to Keep Britain Tidy on receipt of an invoice from Keep Britain Tidy in accordance with clause 4.2.
- 5. LICENSEE’S GENERAL OBLIGATIONS**
- 5.1 The Licensee shall not use the Mark for any purpose other than its incorporation on the Packaging Materials without the written consent of Keep Britain Tidy. Keep Britain Tidy’s consent under this clause 5.1 is subject to the Licensee’s payment of further licence fees, which shall be notified to the Licensee in writing.
- 5.2 The Licensee warrants and undertakes that its advertisement and sale and/or use of the Products shall take place in accordance with Applicable Laws and otherwise in accordance with all due skill, care and diligence.

5.3 The Licensee warrants and undertakes that it shall comply, and that it shall take all reasonable steps to ensure that any individual or third party engaged by it in connection with the Contract complies, with the Compliance Legislation and all Mandatory Policies.

## **6. SUB-LICENSING AND OTHER DEALINGS**

6.1 The Licensee shall have the right to grant any person a sub-licence of any of its rights under the Contract, provided always that:

- (a) where the sub-licence is not being granted to the Licensee's Group, the Licensee obtains the written consent of Keep Britain Tidy (such consent to not be unreasonably withheld or delayed);
- (b) the Licensee shall ensure that the terms of any sub-licence are in writing and are substantially the same as those contained in these Conditions (except that the sub-licensor shall have no rights to sub-licence its rights) and the Licensee shall provide Keep Britain Tidy with a copy of such sub-licence on request;
- (c) all sub-licenses shall terminate automatically on the termination or expiry of the Contract; and
- (d) the Licensee shall remain liable for all acts and omissions of any sub-licensor, and shall indemnify Keep Britain Tidy, keep Keep Britain Tidy indemnified and hold Keep Britain Tidy harmless in respect of any and all Losses suffered or incurred by Keep Britain Tidy (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any sub-licensor, including any product liability claim relating to the Products manufactured, supplied or put into use by the sub-licensor).

6.2 The Licensee shall not otherwise assign, transfer, mortgage, charge, subcontract, sub-licence, declare a trust over, or deal in any other manner with any or all of its rights under the Contract without the prior written consent of Keep Britain Tidy.

6.3 Keep Britain Tidy may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

## **7. OWNERSHIP AND PROTECTION OF THE MARKS – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**

7.1 The Licensee acknowledges that Keep Britain Tidy is the proprietor of the Marks.

7.2 Any goodwill derived from the use by the Licensee of the Mark shall accrue to Keep Britain Tidy. Keep Britain Tidy may, at any time, call for a document confirming the assignment of that goodwill and the Licensee shall immediately execute it.

7.3 The Licensee shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark or Keep Britain Tidy, or that may invalidate or jeopardise any registration of the Mark.

7.4 The Licensee shall not apply for, or obtain, registration of:

- (a) the Mark; or
- (b) any trade or service mark which consists of, comprises, or is confusingly similar to, the Mark,

for any goods or services in any country.

7.5 The Licensee shall not knowingly do or fail to do any act or thing in connection with the Mark:

- (a) whereby the validity, enforceability or Keep Britain Tidy's ownership of rights in the Mark or any trade mark registrations in respect of the Mark, or the reputation or goodwill associated with the Mark is likely to be prejudiced;
- (b) that is false or misleading, violates the rights of others, any Applicable Laws or other public policy; or
- (c) that mischaracterises the relationship between Keep Britain Tidy and the Licensee, including (without limitation) any use of the Mark that might be interpreted as sponsorship or certification by Keep Britain Tidy of the Licensee.

- 7.6 The Licensee shall immediately notify Keep Britain Tidy in writing giving full particulars, if any of the following matters come to its attention:
- (a) any actual, suspected or threatened infringement of the Mark;
  - (b) any actual or threatened claim that the Mark is invalid;
  - (c) any actual or threatened opposition to the Mark;
  - (d) any claim made or threatened that use of the Mark infringes the rights (including Intellectual Property Rights) of any third party;
  - (e) any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Licensee under the Contract; or
  - (f) any other form of attack, charge or claim to which the Mark may be subject;
- and shall not make any admissions relating to these matters, other than to Keep Britain Tidy, and shall provide Keep Britain Tidy with all assistance that it may reasonably require in the conduct of any claims or proceedings.
- 7.7 In respect of any of the matters listed in clause 7.6, Keep Britain Tidy shall:
- (a) decide what action if any to take;
  - (b) have exclusive control over, and conduct of, all claims and proceedings.
- 7.8 Keep Britain Tidy shall bear the cost of any proceedings relating to any of the matters listed in clause 7.6 and shall be entitled to retain all sums that it recovers in any action for its own account.
- 7.9 Nothing in the Contract shall constitute any representation or warranty that:
- (a) any registration comprised in the Mark is valid; or
  - (b) the exercise by the Licensee of rights granted under the Contract will not infringe the rights (including Intellectual Property Rights) of any person.
- 8. LIABILITY, INDEMNITY AND INSURANCE – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**
- 8.1 Nothing in the Contract shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any matter in respect of which it would be unlawful to exclude or restrict liability.
- 8.2 Subject to clause 8.1:
- (a) Keep Britain Tidy shall under no circumstances whatsoever be liable to the Licensee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
    - (i) loss of profit;
    - (ii) loss of goodwill;
    - (iii) loss of business;
    - (iv) loss of business opportunity;
    - (v) loss of anticipated saving;
    - (vi) loss or corruption of data or information; or
    - (vii) any indirect, special or consequential Loss,that arises under or in connection with the Contract; and
  - (b) Keep Britain Tidy's total liability to the Licensee in respect of all other Losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total Licence Fee that is paid or payable by the Licensee under the Contract.

## **9. TERMINATION – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 20 Business Days after being notified to make such payment;
- (b) the other party commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 20 Business Days after being notified to do so;
- (c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- (d) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 9.1(d);
- (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) the other party fails to comply with anti-bribery and anti-corruption obligations including, without limitation, the Bribery Act 2010; or
- (g) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

9.2 Without affecting any other right or remedy available to it, Keep Britain Tidy may terminate the Contract without liability to the Licensee immediately by giving written notice to the Licensee where:

- (a) the Licensee fails to make payment of the Licence Fee on the due date for payment and remains in default 10 Business Days after being notified in writing by Keep Britain Tidy to make payment; and
- (b) in the reasonable opinion of Keep Britain Tidy, the Licensee:
  - (i) does anything which damages or lowers (or risks damaging or lowering) the reputation of Keep Britain Tidy or the Mark, or could adversely affect the activities of Keep Britain Tidy;
  - (ii) uses the Mark in relation to goods or services which are not the Packaging Materials or the Products, or which do not fit with Keep Britain Tidy's brand image; or
  - (iii) challenges the validity of the Mark.

## **10. CONSEQUENCES OF TERMINATION – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**

10.1 On expiry or termination of the Contract for any reason:

- (a) any outstanding element of the Licence Fee shall become due and payable;
- (b) all rights and licenses granted pursuant to the Contract shall cease; and
- (c) the Licensee shall cease its use of the Mark save as set out in this clause.

10.2 On expiry or termination of the Contract for any reason other than termination by Keep Britain Tidy by right under clause 9 or otherwise, the Licensee shall, for a period of 90 days after the date of expiry or termination, have the right to sell all stocks of Products in its possession, provided that if it wishes to do so it shall be responsible for paying to Keep Britain Tidy a pro-rata calculation of the Licence Fee (which shall, unless otherwise agreed in writing, be a sum equivalent to one quarter of the Licence Fee), to be paid within 30 days of the expiry of the sell-off period referred to in this clause.

## 11. CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs, nor any of the terms of this Contract, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with the Contract.

## 12. GENERAL

### 12.1 Notices:

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
  - (ii) sent by email to contact details specified in the Request Form or as otherwise notified by that party from time to time.
- (b) This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.

12.2 **Data Protection.** In performing its respective obligations under the Contract each party shall comply with the Data Protection Legislation. Without limiting its rights under the Data Protection Legislation, Keep Britain Tidy shall process personal data relating to the Licensee in accordance with the privacy policy contained on the Website.

### 12.3 Entire Agreement:

- (a) The Contract constitutes the entire agreement between the parties and to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or dealing.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

12.4 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such a modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 12.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 12.8 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 12.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.