

LICENCE AGREEMENT RELATING TO THE USE OF THE COMMON FINANCIAL STATEMENT AND THE MONEY ADVICE TRUST TRADEMARK

This licence Agreement ("**the Agreement**") shall constitute an agreement between:

(1) **MONEY ADVICE TRUST**, a company incorporated in England and Wales with registered number 4741583 and a registered charity with charity registration number 1099506 whose registered office is at 21-26 Garlick Hill, London EC4V 2AU (the "**Trust**"); and

(2) **THE LICENSEE** whose details appear in the schedule to this Agreement (the "**Licensee**").

The Trust and Licensee are also referred to in this Agreement together as the "**Parties**" and each as a "**Party**".

INTRODUCTION

- (A) The Trust has developed the Common Financial Statement as a tool for use by advice agencies, debt advisers, creditors and other third party agencies to ascertain and summarise debtors' financial means in support of debt repayment proposals for such debtors.
- (B) The Trust is the owner of all intellectual property rights in the Common Financial Statement and in the Trademarks (each as defined in clause 1.1 below).
- (C) The Licensee wishes to use, and the Trust is willing to allow the Licensee to use, the Common Financial Statement and the Trademarks under the terms of this Agreement.

THE PARTIES AGREE as follows:

1. INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"**Common Financial Statement**" means the agreed style and format for income and expenditure categories used entitled "Common Financial Statement" together with the most recent Common Financial Statement spreadsheets, budget sheets, trigger figures, guidance materials and guidance notes, all of which are available at the Trust's website at www.cfs.moneyadvicetrust.org.

"**Term**" means periods of 12 months commencing on 31st August in each year.

"**Trademark**" means the registered Trademarks (numbers 2539265 and 2539368) containing the words "Money Advice Trust" and "Common Financial Statement" and their related logos (as may be modified by the Trust from time to time) representations of which appear on the Common Financial Statement forms.

“Trigger Figures” means the figures representing pre-agreed levels for certain areas of discretionary household expenditure, calculated using the Office of National Statistics’ Living Costs and Food Survey (previously known as the Family Expenditure Survey).

- 1.2 The introduction forms part of this Agreement. The headings in this Agreement are for convenience only and do not affect its interpretation.
- 1.3 References in this Agreement to a “**schedule**”, “**clause**”, and “**sub-clause**” are to a schedule, clause and sub-clause to this Agreement.

2. **GRANT**

- 2.1 Subject to the provisions of clause 3 below, the Trust grants to the Licensee a non-assignable, royalty-free, non-exclusive licence within the United Kingdom for the Term to use the Common Financial Statement in the business of the Licensee as set out in the Schedule.
- 2.2 The Trust grants to the Licensee a non-assignable, royalty-free, non-exclusive licence within the United Kingdom for the Term to use the Trademark exclusively in connection with the Licensee’s use of the Common Financial Statement and for no other purpose.
- 2.3 The Term shall automatically renew on each anniversary provided the Licensee is complying and continues to comply with the provisions of clause 3.2.

3. **CONDITIONS OF USE**

- 3.1 The Licensee shall only use the Common Financial Statement:
 - 3.1.1 as a template for the purpose of obtaining and summarising data on the Licensee’s clients’ financial means and to summarise and provide such data to creditors or third parties reviewing repayment offers; or
 - 3.1.2 for educational and training purposes; or
 - 3.1.3 for the purpose of assessing a repayment offer.
- 3.2 The Licensee shall only use the most recent version of relevant spreadsheets, budget sheets and trigger figures in accordance with the most recent guidance materials or guidance notes issued by the Trust from time to time.
- 3.3 Where the Licensee is using the Common Financial Statement for educational and training purposes it shall not be provided with most recent Trigger Figures but shall be provided with example figures to demonstrate. Notwithstanding that the Licensee shall still ensure it uses the most recent version of relevant spreadsheets and budget sheets in accordance with the most recent guidance materials or guidance notes issued by the Trust from time to time.
- 3.4 The Licensee shall not use the Trust’s name or the Trademark save as expressly permitted in clause 2.2.

- 3.5 The Licensee shall not refer to the Trust or use the Trust's name or the Trademark to suggest an approval by the Trust of the Licensee's business, its sponsorship of the Licensee (where applicable) or any affiliation of the Licensee to the Trust.
- 3.6 The Licensee shall not alter, modify or change any of the design, colour, font or other features of the Trademark. The Trademark shall be used in a form and style provided to it or as otherwise notified to it by the Trust from time to time.
- 3.7 The Licensee shall not (except with the prior written consent of the Trust) alter, modify or change any of the content, design, format, appearance or other features of the Common Financial Statement.
- 3.8 The Licensee shall not use the Common Financial Statement or the Trademark in breach of the provisions of this agreement or in a manner which could tarnish, jeopardise or damage the reputation or goodwill of the Common Financial Statement or the Trust or as a basis for any false, inaccurate or misleading statements.
- 3.9 In using the Common Financial Statement in its business, the Licensee shall comply with all applicable rules and regulations and shall adhere to all good industry practices applicable to its business.
- 3.10 Except for the rights granted pursuant to this agreement, the Licensee shall not obtain or claim any right, title or interest in or to the Common Financial Statement or the Trademark.
- 3.11 The Licensee shall not purport to assign or sublicense the rights granted in this Agreement or the Agreement itself.
- 3.12 If, in the reasonable opinion of the Trust, the Licensee has not complied with any of the requirements set out in this clause 3, the Licensee undertakes to comply with all and any reasonable requests the Trust shall make in order to satisfy such requirements.

4. INDEMNITY BY LICENSEE

- 4.1 The Licensee shall at all times be liable for, indemnify and keep the Trust indemnified against any and all liabilities, losses, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Trust, its officers, employees, trustees, agents or representatives arising out of a breach by the Licensee of any provision of this Agreement. This provision shall survive termination of this Agreement regardless of the grounds for such termination.
- 4.2 The Licensee shall not be liable to indemnify the Trust for any liability arising from any claim that the use by the Licensee of the Common Financial Statement or the Trademark has infringed the intellectual property rights of a third party.

5. TERM AND TERMINATION

- 5.1 The Trust may terminate this Agreement forthwith by written notice to the Licensee if:
- 5.1.1 the Licensee commits any material breach of this Agreement. For the purpose of this sub-clause, any breach which is likely to damage the Trust's reputation shall be deemed material;
 - 5.1.2 the Licensee fails to remedy any breach of this Agreement (whether or not material) within 10 days of notice given by the Trust; or
 - 5.1.3 the Licensee ceases to carry on business, goes into liquidation, receivership or administration.
- 5.2 The Trust may terminate this Agreement, without cause, by giving the Licensee one month's prior written notice.
- 5.3 The Licensee may terminate this Agreement with immediate effect by notice in writing to the Trust.
- 5.4 Upon termination of this Agreement or the licence hereunder, the Licensee shall discontinue all use of the Common Financial Statement and the Trademark and shall destroy all physical and electronic copies of the Common Financial Statement and the Trademark in its possession or control.
- 5.5 Termination of this Agreement shall be without prejudice to any existing rights and/or claims of the Trust against the Licensee and shall not relieve the Licensee from fulfilling the obligations accrued prior to such termination.

6. NOTICE

Any notice or other communication given or made under or in connection with this Agreement shall be deemed to have been received by the relevant Party within 2 business days of dispatch if sent by post or upon dispatch if sent by facsimile or e-mail, if sent to the Party's postal address, facsimile number or (as the case may be) e-mail address set out in the Schedule (or to an alternative address provided in writing by that Party to the other Party at least 7 business days prior to the date of the notice or communication).

7. CONFIDENTIALITY

- 7.1 The Licensee shall keep strictly confidential, on a need to know basis, and shall use only for the internal purposes of its business all information or data provided by the Trust to the Licensee included in or relating to the Common Financial Statement (including for the avoidance of doubt the Trigger Figures) except where such information is or becomes available to the general public (other than as a result of a breach of a confidentiality obligation) or where such information is required to be disclosed by operation of law, by an order of a court of

competent jurisdiction or by any competent authority with jurisdiction over the Licensee.

- 7.2 The Licensee acknowledges that the Common Financial Statement (including the Trigger Figures) and the Trademarks are valuable intellectual property and that any breach of this Agreement or the licences granted under it may cause substantial damage to the goodwill associated with them. The Licensee acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Trust shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement

8. GENERAL

- 8.1 This Agreement constitutes the entire agreement, and supersedes any previous agreement or arrangement between the Parties relating to the subject matter of this Agreement. A variation of this Agreement is valid only if it is in writing.
- 8.2 Except where this Agreement provides otherwise the rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law. A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 8.3 No provision of this Agreement creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.
- 8.4 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of this Agreement.

9. GOVERNING LAW

This Agreement is governed by English law and the parties submit to the jurisdiction of the English courts in respect of any dispute arising out of the subject matter of this Agreement.

Schedule

Date of Agreement:

The Licensee:

[], a company/organisation/body* incorporated/registered* in
[] with registered number (if applicable) []

Registered office: [].

Fax number:

Email address:

The Licensee's business use*:

Debt Advisory Services

Education and training activities

Creditor

****delete as appropriate***