



Legion
Scotland

LICENCE AGREEMENT

BETWEEN

1. The Royal British Legion Scotland SCIO (Scottish Registered Charity SC003323) a Scottish Charitable Incorporated Association of New Haig House, Logie Green Road, Edinburgh EH7 4HR ("RBLs"); and

2.

S R M D J E M A S 22 MILLER PLACE, SCARBOROUGH,
THURSO KW14 7UH Insert name and address of President

A S MACKAY 81 PENNYLAND DR THURSO KW14 7PN
Insert name and address of Chairman

B MURPHY. 4 MARINE TERR. THURSO
Insert name and address of Vice Chairman

J LOVE 80 Pennyland Drive
THURSO, KW14 7AW Insert name and address of Secretary

J. MACNEIL, OF ALBYN COURT, THURSO
KW 14. 7LR Insert name and address of Treasurer

[if the officer position is vacant please leave blank]

being the present Officers of

Thurso, Branch Insert name of Branch

SC 031053 Insert Charity number

(who and whose successors as Officers are hereinafter referred to as "the Branch")

WHEREAS

- (A) RBLS is the legal and beneficial owner of the Name (as defined below);
- (B) In terms of Clause 8.2 of the Constitution (as defined below) of RBLS, Branches, Branch Clubs and Area Councils are permitted to use the Name for the purposes set out in Clause 4 of the Constitution subject always to having first obtained the written authority of the NBT (as defined below). Further, the NBT is entitled to impose such conditions as they think fit upon the use of the Name and may withdraw authority for any Branch, Branch Club or Area Council to use the Name; and
- (C) The NBT wishes to formalise the use of the Name by the Branches, Branch Clubs and Area Councils; by issuing a license to use the Name on the terms and conditions set out below.

1. Definitions and Interpretation

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

“Constitution”	means the Constitution of RBLS adopted by its Members on 22 nd May 2015 as amended from time to time thereafter;
“NBT”	means the charity trustees of RBLS, who are known as the National Board of Trustees as defined in the Constitution;
“Name”	means any trademarks (registered or unregistered), names, logos, copyright or other rights owned or licensed (whether under an express or implied licence) by or on behalf of RBLS or which are associated with RBLS together with any modification of or variation as is notified from time to time by RBLS (at its sole and absolute discretion) to the Area Council;
“Register”	means the UK or the European (OHIM) Trade Mark Register (as applicable);
“Term”	means the period from the date of this Agreement until terminated by RBLS;

2. Grant of Licence

- 2.1 In consideration of the undertakings given by the Branch in this Agreement, RBLS grants the Branch a non-exclusive, non-transferable licence to use the Name for the purpose as set out in Clause 4 of the Constitution in Scotland (“the Purposes”) for the Term on the terms set out in this Agreement.

3. Use of Name

3.1 The Branch undertakes and agrees that at all times during the Term it shall:

- 3.1.1 use the Name in accordance with the guidelines and reasonable instructions issued by NBT from time to time in relation to the appearance of the Name;
- 3.1.2 not use the Name other than as stated in Clause 3.1.1 without the prior written consent of NBT which consent shall not be reasonably withheld.
- 3.1.3 not use or seek to register any mark or name the same as or confusingly similar to the Name. No other trademarks or variants on the Name shall be used in relation to the Purposes without the NBT's prior written consent;
- 3.1.4 not do or permit to be done any act which would be likely to jeopardise the ownership by RBLS of the Name or invalidate any registration of the Name;
- 3.1.5 adopt such modification of or variation to the Name as NBT may on reasonable notice require; and
- 3.1.6 not use the Name in such manner as to bring RBLS into disrepute.

4. Ownership of the Name

- 4.1 The Branch will on request give to NBT or its authorised representative any information as to its use of the Name which NBT may require. The Branch will at its sole cost and expense (subject to the provisions of Clause 6 below) render any assistance reasonably required by NBT in maintaining the registration of the Name or in prosecuting any application therefore.
- 4.3 The Branch will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Name except under the terms of this Agreement, and acknowledges that nothing contained in this Agreement shall give the Branch any right, title or interest in or to the Name save as granted under this Agreement.

5. Assignment

The Branch shall not be entitled to assign this Agreement.

6. Infringements

- 6.1 The Branch shall as soon as it becomes aware thereof give NBT full written particulars of, and make no comment or admission to any third party in respect of:
 - 6.1.1 any use or proposed use by any third party of the Name or any trade mark, name, logo, get-up or mode of promotion or advertising which might amount to an infringement the Trade Marks or to passing-off; or

- 6.1.2 any allegation by any third party that the Name or the use thereof is invalid or an infringement of the rights of any party.
- 6.2 NBT shall have the conduct of all proceedings relating to the Name and shall in its sole discretion decide what action, if any, to take in respect of any infringement or alleged infringement of the Name or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Name. The Branch shall not settle any claim or action against third parties without NBT's prior written consent.
- 6.3 The Branch will at the request of NBT give full co-operation to RBLS in any action, claim or proceedings brought or threatened in respect of the Name and RBLS shall meet any expenses reasonably incurred by the Branch to third parties in giving such assistance.

7. Termination and Post Termination

- 7.1 This Agreement shall commence on the date hereof and shall, unless terminated in any of the circumstances of clause 7.2, remain in force until such time as NBT gives three months written notice terminating this Agreement.
- 7.2 NBT shall be entitled to terminate this Agreement forthwith if:-
- 7.2.1 the Branch commits a serious, material or persistent breach of its obligations which if capable of remedy shall not have been remedied within 14 days of written notice to do so; or
- 7.2.2 the Branch is in breach of its obligations under the Constitution including but not restricted to the requirement to:-
- 7.2.2.1 supply the Area Council with one copy of the Annual accounts and report [Clause14.12];
- 7.3 Upon termination of this Agreement the Branch will no longer be authorised to use the Name and shall return to NBT or destroy (at NBT's absolute discretion) all templates or materials containing the Name, including in the case of electronic copies permanently delete them, and shall execute such instruments as may be required to give effect to this clause or confirm RBLS's title to the Name.
- 7.4 Notwithstanding termination of this Agreement clauses 6, 8, and 9 shall survive termination.

8. Indemnity

The Branch agrees to indemnify RBLS in respect of any costs, claims, loss or liability whatsoever suffered by RBLS (including reasonable legal costs and disbursements) as a result of any breach by the Branch of any of the terms of this Agreement.

9. Governing Law

This Agreement shall be governed by the laws of Scotland and both parties submit to the exclusive jurisdiction of the Scottish Courts.

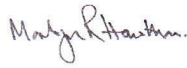

10. Entire Agreement

This Agreement represents the entire understanding of the parties with respect to this Agreement and supersedes all other agreements and representations with respect to these matters made either orally or in writing.

IN WITNESS WHEREOF these presents consisting of this and the preceding three pages are signed as shown below:-

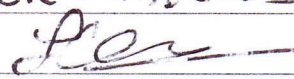
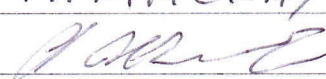
Signed on behalf of the SCIO

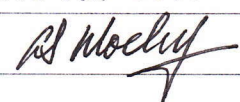

Witnessed by

Name of Trustee of SCIO	Martyn Hawthorn	Name of Witness	Claire Armstrong
Signature of Trustee of SCIO		Signature of Witness	
Town/Place of Signing	Edinburgh – New Haig House	Address	Edinburgh – New Haig House
Date of Signing	24/02/2021	Date of Signing	24/02/2021

Signed on behalf of the Branch

Witnessed by

Name of President	SR MADDEMAS	Name of Witness	A. Mackay
Signature of President		Signature of Witness	
Town/Place of Signing	THURSO BRANCH CLUBROOMS	Address	1 WILSON ST. THURSO
Date of Signing	5/3/21	Date of Signing	5/3/21

Name of Chairman	AS MACKAY	Name of Witness	ROBERT ALLAN
Signature of Chairman		Signature of Witness	

Town/Place of Signing	THURSO BRANCH CLUBROOMS	Address RIVERSIDE THURSO	CAGIT ANNA JANETSTOWN THURSO
Date of Signing	5-3-2021	Date of Signing	5-3-2021

Name of Vice Chairman	MRS B. MURPHY	Name of Witness	AS MACKAY
Signature of Vice Chairman	B. Murphy	Signature of Witness	A. Mackay
Town/Place of Signing	CLUB ROOMS R.B.H. THURSO	Address	81 PENNYLAND DR THURSO
Date of Signing	24.3.21	Date of Signing	24-3-2021

Name of Secretary		Name of Witness	
Signature of Secretary		Signature of Witness	
Town/Place of Signing		Address	
Date of Signing		Date of Signing	

Name of Treasurer	JOHN J. MACNAIL	Name of Witness	AS MACKAY
Signature of Treasurer	John J. Macnail	Signature of Witness	A. Mackay
Town/Place of Signing	THURSO BRANCH CLUB THURSO	Address	81 PENNYLAND DR THURSO
Date of Signing	5/3/2021	Date of Signing	5-3-2021