



## LICENCE FOR USE OF THE CHARTERED ACCOUNTANTS WORLDWIDE MARK WITH DESCRIPTOR

**BY COMPLETING THE DOWNLOAD REQUEST FORM YOU AGREE TO BE BOUND BY  
THE TERMS OF THIS LICENCE AGREEMENT.**

### **BACKGROUND**

You (**'The Licensee, You'**) have declared that you are a paid up member in good standing of a CAW Member Organisation.

CAW wishes to give those who are current members of a CAW Member Organisation the ability to use a network member mark on stationery, digital and social channels, website, business cards and other documents. Use of the network member mark will demonstrate that the Licensee is part of a network of over 750,000 Chartered Accountants and over 1 million students in 190 countries.

### **DEFINITIONS AND INTERPRETATION**

Brand Guidelines	means the guidelines provided by Chartered Accountants Worldwide to the Licensee from time to time setting out the manner in which the Network Member Marks may be used in accordance with the Agreement, the current version of which is available via [ <a href="http://www.charteredaccountantsworldwide.com">www.charteredaccountantsworldwide.com</a> ]
Business Day	means a day, other than a Saturday, Sunday or bank or public holiday in England;
CAW	means Chartered Accountants Worldwide Limited registered under company number 09396856 whose registered address is Chartered Accountants' Hall, Moorgate Place, London, EC2R 6EA

CAW Member Organisation	means an organisation that is a member of CAW as of the Effective Date of this Agreement.
Download Request Form	means the online request form completed by the Licensee for use of the Network Member Marks
Effective Date	means date of Download of the Network Member Marks;
Intellectual Property Rights	<p>means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in Confidential Information, know-how, trade secrets, trademarks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases,[data exclusivity rights,] [approvals,][utility models,] domain names, business names, rights in computer software,[mask works,] [topography rights,] the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case:</p> <ul style="list-style-type: none"> <li>(a) whether registered or not;</li> <li>(b) including any applications to protect or register such rights;</li> <li>(c) including all renewals and extensions of such rights or applications;</li> <li>(d) whether vested, contingent or future; and</li> <li>(e) wherever existing</li> </ul>
Licence Term	has the meaning given in clause 3.1;
Territory	means Worldwide
CAW Trade Mark	means the Chartered Accountants Worldwide logo which is a registered trademark.

Network Member Marks The CAW Trade Mark locked up with the works 'Network Member', particulars of which are set out in the Brand Guidelines.

You means the individual who is a current member of a CAW Member Organisation and who has completed the Download Request Form (and You shall have the same meaning).

Us/We Means Chartered Accountants Worldwide Limited.

- a) Clause headings do not affect the interpretation of this License Agreement and references to clauses are (unless otherwise provided) references to the clauses of this License Agreement;
- b) Unless the context otherwise requires, words in the singular shall include the plural and those in the plural include the singular;
- c) A reference to a statute or statutory 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 statute or statutory provision;
- d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- e) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and
- f) Writing or written includes email but not fax

## 1. Grant

1.1 CAW hereby licenses to You the right to use the Network Member Marks in the Territory on:

- 1.1.1 Your personal business card, personal letterhead and stationery
- 1.1.2 Exhibition stands, publications, cards, posters and other promotional materials; and
- 1.1.3 Websites and social and digital channels, where applicable, conditional upon compliance with the terms set out below.

- 1.2 The licence is subject to the conditions of use set out in Clause 2 below and is granted on a non-exclusive, royalty-free, non-transferable basis.

## 2. Conditions of use

The conditions of use for the Network Member Marks are as follows:

- 2.1 The licence is strictly limited to the Network Member Mark only. This licence strictly excludes the right to use the CAW Trademark on its own.
- 2.2 use must be in accordance with the Brand Guidelines in force from time to time;
- 2.3 the right is given to You alone with no right to sub-license to others.
- 2.4 in the case of using the Network Member Marks for purposes other than set out in Clause 1, CAW must be consulted in advance and must approve in writing the setup and the context, layout and credit used for the use of the Network Member Marks. Requests for approval should be sent to [info@charteredaccountantsworldwide.com](mailto:info@charteredaccountantsworldwide.com).

## 3. Term and termination

- 3.1 This licence is deemed to have commenced on the Effective Date and will continue until the earlier of (a) Your ceasing to be a member of such CAW Member Organisation, and (b) Your CAW Member Organisation ceasing to be a full or associate member of CAW unless terminated earlier in accordance with clause 3.2 below.
- 3.2 We may terminate this licence with immediate effect upon written notice to You if:
  - 3.2.1 You cease to be a member of a CAW Member Body;
  - 3.2.2 You are in material breach of the terms of this Agreement and such breach is not remedied within 14 days of notice or is not capable of remedy or;
  - 3.2.3 by giving 1 month notice to You in writing.
- 3.3 On termination or expiry of this licence use of the Network Member Marks shall cease immediately whether online, offline or in print, save that, where deemed necessary, We may agree in writing to a 3 month period, from the date of termination, for the distribution of print materials held in stock after which time all such distribution should cease.

## 4. No agency or partnership

- 4.1 Nothing in this Licence or otherwise shall constitute You as an agent, partner or other representative of CAW.

## 5. Intellectual Property Rights

- 5.1 You hereby acknowledge and agree that:

- 5.1.1 any and all rights and interests in the Network Member Marks shall be retained by Us;
- 5.1.2 any and all goodwill generated by You in the Network Member Marks shall be for the benefit of Us;
- 5.1.3 You shall promptly notify Us if You identify any potential infringements of the Network Member Marks or the CAW Trademark and agree that any and all actions relating to the Network Member Marks or CAW Trademarks (including any settlement or negotiations) shall be carried out and determined by Us in our sole discretion;
- 5.1.4 You shall provide all reasonable assistance (but excluding costs) required by Us to protect, maintain or enforce the Network Member Marks and shall execute all documents or other materials reasonably required by Us to protect, maintain or enforce the Network Member Marks, to vest the goodwill accrued in the Network Member Marks in Us and to evidence the ownership of such goodwill by Us;
- 5.1.5 You shall apply clearly to any and all items, content, webpages and materials in respect of which the Network Member Marks are used pursuant to this Agreement, written notification identifying Us as the owner of the Network Member Marks and indicating that the Network Member Marks are used by You with our consent.
- 5.1.6 You/Your organisation 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 CAW Trade Mark or Network Member Marks or the reputation or goodwill associated with them or CAW, or that may invalidate or jeopardise any registration of the CAW Trade Mark (incorporating the descriptors).
- 5.1.7 You shall not apply for or obtain registration of any mark containing the acronym CAW 'Network Member', or 'Chartered Accountant' or 'Chartered Accountant Worldwide' any other mark or device which indicates any trade or business connection with Chartered Accountants Worldwide.

## **6. No warranties or representations**

- 6.1 You acknowledge and agree that no warranties or representations are provided as to the validity, enforceability or otherwise of the Network Marks and that no other warranties or representations have been made or are made by us in relation to the Network Marks.

## **7. Indemnity**

- 7.1 You shall indemnify Us and all of our employees and affiliates against any and all liabilities, costs, expenses, damages or losses (including all direct, indirect or consequential loss and any loss of profit or reputation and all professional costs and expenses) suffered or incurred by Us or our affiliates as a result of or arising from any breach by You of the terms of this Agreement.

## 8. Limitation of Liability

- 8.1 Nothing in this Licence Agreement shall operate to exclude or limit CAW's liability for:
- a) death or personal injury caused by its negligence; or
  - b) fraud; or
  - c) any other liability which cannot be excluded or limited under applicable law.
- 8.2 You and CAW shall not be liable under or in connection with this Licence Agreement for any, loss of revenue, loss of actual or anticipated profits, loss of contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of data or any indirect or consequential loss, in each case howsoever arising, whether such loss or damage was direct or indirect, foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.
- 8.3 Subject to clause 8.1, CAW's total liability shall in no circumstances exceed the sum of £10,000.

## 9. Notices

- 9.1 Any notice or other communication given to a party under or in connection with this Licence Agreement shall be in writing and shall be delivered by pre-paid first-class post or other next working day delivery service at its registered office.
- 9.2 Any notice or communication shall be deemed to have been received at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 9.3 This clause 9 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.

## 10. General

- 10.1 This licence constitutes the entire agreement between You and Us with regard to use of the Network Member Marks and supersedes any promises, warranties, representations or understandings, whether written or oral, relating to the use of any trademarks or other intellectual property relating to CAW.
- 10.2 You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under this Licence Agreement without the prior written consent of Us. We may assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with its rights under this Licence Agreement without consent, provided that it gives advance notice to You.
- 10.3 This Licence Agreement together with the Download Request Form constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, licences, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. You acknowledges that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in the Licence Agreement.
- 10.4 Each party to this Licence Agreement acknowledges that it shall have no remedies in respect of, any statement, representation, assurance or warranty

(whether made innocently or negligently) that is not set out in this Licence Agreement.

- 10.5 Each party to this Licence Agreement agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence Agreement.
- 10.6 Unless it expressly states otherwise, this Licence Agreement does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence Agreement.
- 10.7 The rights of the parties to rescind or vary this Licence Agreement are not subject to the consent of any other person.
- 10.8 Any variation to this Licence Agreement shall have no effect unless expressly agreed by You and CAW .
- 10.9 No failure or delay by Us to exercise any right or remedy provided under this Licence Agreement 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 by Us.
- 10.10 Except as expressly provided in this Licence Agreement, the rights and remedies provided under this Licence Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 10.11 If any provision or part-provision of this Licence Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Licence Agreement.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1 This Licence Agreement and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation are governed by and construed in accordance with the laws of England and Wales
- 11.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Licence Agreement or its subject matter or formation.