



DATE: 12th October 2023

BETWEEN:

- (1) **The Kitchen, Bathroom and Bedroom Specialists Association Ltd t/a Kbsa** of Mansfield Innovation Centre, Oakham Business Park, Hamilton Way, Mansfield, Nottinghamshire, NG18 5BR (“we”, “us”, “our”); and
- (2) **Phoenix Kitchens Ltd** of Units 4-7 Scoley Court, Moor Lane, Metheringham, Lincolnshire, LN4 3HX, (“you” “yours”, “yourself”).

AGREE:

1. We grant you a non-exclusive licence to use the Trade Marks in relation to Our Approved Scheme in accordance with the Brand Identity Guidelines, provided that such use is limited to the kitchen, bathroom and bedroom trade sectors and is subject to this Agreement. Your right to use the Trade Marks will continue until this Agreement is terminated in accordance with paragraph 4 below.
2. You must comply with the Brand Identity Guidelines and at all times preserve the reputation and integrity of the TrustMark System. You must not engage in any activity or practice which may result in public criticism of us, Our Approved Scheme or the TrustMark System.
3. In consideration of this licence, you must use best endeavours to promote awareness of the TrustMark System amongst consumers and the trade.
4. We may terminate this Agreement (without, for the avoidance of doubt, you being eligible for compensation) by immediate written notice to you if:
 - (a) our Approved Scheme ceases to be part of the TrustMark System and/or ceases to have the right to use the Trade Marks;
 - (b) you cease to participate in Our Approved Scheme;
 - (c) you go into liquidation or an administrative receiver or receiver and manager or administrator is appointed for you or your assets or you enter into a voluntary arrangement with your creditors or suffer any similar insolvency process or process which affords you protection from your creditors;
 - (d) you commit a breach of this Agreement and, following our disciplinary processes, we conclude that this licence should be withdrawn;
 - (e) you challenge the validity of the Trade Marks or any of them.
5. Termination of this Agreement will not affect any existing rights and/or claims that we may have against you, and will not relieve you from fulfilling your obligations which accrued prior to termination.
6. If for whatever reason this Agreement terminates, to protect the reputation of the TrustMark System and ensure its continued operation:
 - (a) you must immediately cease use of the Trade Marks;
 - (b) you must not purport to be associated with the TrustMark System and must not make negative comments about the TrustMark System.



- 7. Both the Secretary of State and TML may enjoy the benefit and enforce the terms of [this Agreement] [Clause 6] in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 8. The Schedules form part of this Agreement and any reference to this Agreement includes the Schedules.

IN WITNESS to the above the parties have signed below on the date written above.

SIGNED by or on behalf of Kbsa :

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SIGNED by or on behalf of Phoenix Kitchens Ltd

.....

Schedule 1

Definitions

1.1 The following expressions which are frequently used in this Agreement shall have the meanings attributed to them below:

Expression

Meaning

"Brand Identity Guidelines"

such branding guidelines as may from time to time be issued by TML (as amended from time to time by TML in its sole discretion);

"Our Approved Scheme"

the **"Kbsa"** quality scheme operated by us;

"Secretary of State"

the Secretary of State for Trade and Industry of 1 Victoria Street London SW1H 0ET;

"Trade Marks"

the certification trade mark(s) detailed in Schedule 2;

"TML"

TrustMark (2005) Limited (Company Registration No 5480144) whose registered office as at c/o The Chartered Institute of Building, Englemere, Kings Ride, Ascot, Berkshire SL5 7TB ;

"Trust Mark System"

a scheme to encourage the adoption of agreed minimum service standards for firms in the domestic building services sector, and implement them by approving compliant quality schemes run by any suitable industry organisation for their members.

2. Use of the Trade Marks

2.1 We make no warranties about the Trade Marks and reserve the right to substitute, add to and/or withdraw those trade marks and other indicia which comprise the Trade Marks if they can no longer be used. In such circumstances, you must use any substituted marks in accordance with the terms of this Agreement, and you will not be eligible for any compensation for such substitution.



3. Infringement of the Trade Marks

- 3.1 If you learn of any unauthorised use of the Trade Marks or if you become aware that the Trade Marks are being used in a way which is not consistent with the Brand Identity Guidelines or of any action detrimental to the Trade Marks, you must immediately notify us in writing.
- 3.2 You may not bring proceedings relating to any infringement of the Trade Marks and any decision to bring or defend any proceedings whether for infringement or otherwise in relation to the Trade Marks is at our sole discretion.
- 3.3 You must fully cooperate with us, and such other parties as we reasonably require, in any infringement proceedings.

4. Assignment and Sub-licensing

- 4.1 This Agreement is personal to you. You must not transfer all or any part of your rights or obligations under this Agreement.
- 4.2 We may assign, transfer and novate the benefit and burden of this Agreement and we may delegate any of our obligations under this Agreement.

Schedule 2

The Trade Marks

Trade Mark	Application No	Classes	Date of Application
TrustMark	2391436	37,42	10.05.2004

together with any additional or substitute trade marks which we will from time to time deem suitable or necessary.