SUPPORTER TERMS AND CONDITIONS

1. Background
	1. These terms and conditions (**Terms**) govern the relationship between you (the **Supporter**) and us (the **Charity**) in respect of our ‘#notjustforboys’ campaign.
	2. The Charity is the registered owner of the ‘#notjustforboys’ trade mark (the **Mark,** more particularly defined below).
	3. In consideration of the undertakings given by the Supporter under these Terms, the Charity is willing to grant the Supporter, a non-exclusive licence to use the Mark on the terms and conditions set out herein.
2. Definitions
	1. In these Terms, the following words and phrases shall have the following meanings unless the context otherwise requires:

# Charity: The Womenstec (Training, Enterprise & Childcare Centre), a company limited by guarantee NI034272 and a registered charity NIC100185, of 29 Chichester Avenue, Belfast, BT15 5EH.

# Connected person: means the immediate family, relatives, business partners and any other business or organisation in which the Supporter (or any person connected to them) has an interest through ownership or control.

Mark: the logo of the Charity, details of which appear in Schedule 1 (which is a registered trade mark no UK00003442088)

Supporter Fee: the annual fee as notified to you by the Charity.

Term: The period of one (1) year from the date of payment of the Supporter Fee.

1. Supporter obligations
2. The Supporter undertakes with the Charity that it shall:
	* 1. not bring the Charity or the Mark into disrepute in any way whatsoever and that none of its activities or those of any subsidiary, holding company or Connected Person are or will be inimical to the objects or activities of the Charity;
		2. undertake to ensure that its advertising, marketing and promotion of the Mark shall in no way reduce or diminish the reputation, image and prestige of the Mark;
		3. not use the Mark except as permitted under these Terms;
		4. use its best endeavours to promote the Charity and the Mark;
		5. obtain the prior written approval of the Charity (which approval shall not be unreasonably withheld or delayed) to all materials which bear the Mark;
		6. pay the annual Supporter Fee within 30 days of the Charity’s request;
		7. bear the costs of all of its advertising, marketing and promotion of the Mark;
		8. not use in its business any other trade mark confusingly similar to the Mark and shall not use the Mark or any word confusingly similar to the Mark as, or as part of, its corporate or trading name or as, or as part of, any domain name without the prior written consent of the Charity;
		9. comply with all applicable laws, enactments, regulations and other similar instruments in Northern Ireland and the Supporter understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.
3. Title, goodwill and registration
	1. The Supporter acknowledges that the Charity is the proprietor of the Mark.
	2. Any goodwill derived from the use by the Supporter of the Mark shall accrue to the Charity. The Charity may, at any time, call for a document confirming the assignment of that goodwill and the Supporter shall immediately execute it.
	3. The Supporter 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 goodwill associated with the Mark or the Charity, or that may invalidate or jeopardise the registration of the Mark.
	4. The Supporter shall not apply for, or obtain, registration of the Mark for any goods or services in any country;
	5. The Supporter shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Mark.
4. Protection of the Mark
5. The Supporter shall immediately notify the Charity in writing giving full particulars, if any of the following matters come to its attention:
	* 1. any actual, suspected or threatened infringement of the Mark;
		2. any actual or threatened claim that the Mark is invalid;
		3. any actual or threatened opposition to the Mark;
		4. any claim made or threatened that use of the Mark infringes the rights of any third party;
		5. 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 Supporter under this agreement; or
		6. any other form of attack, charge or claim to which the Mark may be subject;
		7. and shall not make any admissions relating to these matters, other than to the Charity, and shall provide the Charity with all assistance that it may reasonably require in the conduct of any claims or proceedings.
	1. In respect of any of the matters listed in [Clause 5.1](https://uk.practicallaw.thomsonreuters.com/Document/I33f12c41e8cd11e398db8b09b4f043e0/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0ad604ad0000017ee423cec1ca1f5fb5%3Fppcid%3D03f9d1eb8a40493cadfc0d89fce563af%26Nav%3DKNOWHOW_UK%26fragmentIdentifier%3DI33f12c41e8cd11e398db8b09b4f043e0%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Search%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=a88df885c3ad84405c997b6e0de870ce&list=KNOWHOW_UK&rank=6&sessionScopeId=b36a853fbb8cdd62e4bcfb8d92b7195ca85ea552ef36d1ab8f43a10d9d958ffe&ppcid=03f9d1eb8a40493cadfc0d89fce563af&originationContext=Search%20Result&transitionType=SearchItem&contextData=(sc.Search)&comp=pluk#co_anchor_a711066):, the Charity shall (subject to the Charity's right under section 30(3) of the Trade Marks Act 1994):
		1. decide what action if any to take;
		2. have exclusive control over, and conduct of, all claims and proceedings.
	2. The Charity shall bear the cost of any proceedings relating to any of the matters listed in [Clause 5.1](https://uk.practicallaw.thomsonreuters.com/Document/I33f12c41e8cd11e398db8b09b4f043e0/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0ad604ad0000017ee423cec1ca1f5fb5%3Fppcid%3D03f9d1eb8a40493cadfc0d89fce563af%26Nav%3DKNOWHOW_UK%26fragmentIdentifier%3DI33f12c41e8cd11e398db8b09b4f043e0%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Search%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=a88df885c3ad84405c997b6e0de870ce&list=KNOWHOW_UK&rank=6&sessionScopeId=b36a853fbb8cdd62e4bcfb8d92b7195ca85ea552ef36d1ab8f43a10d9d958ffe&ppcid=03f9d1eb8a40493cadfc0d89fce563af&originationContext=Search%20Result&transitionType=SearchItem&contextData=(sc.Search)&comp=pluk#co_anchor_a711066) and shall be entitled to retain all sums that it recovers in any action for its own account.
	3. Nothing in these Terms shall constitute any representation or warranty that:
		1. any registration comprised in the Mark is valid;
		2. any application comprised in the Mark shall proceed to grant or, if granted, shall be valid; or
		3. the exercise by the Supporter of rights granted under this agreement will not infringe the rights of any person.
6. Termination and Duration
	1. The Charity shall be entitled to terminate the Terms with the Supporter if:
		1. the Supporter commits a material breach of any of the Terms and (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified to do so;
		2. the Supporter repeatedly breaches any of the Terms 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;
		3. the Supporter or any of its subsidiaries, holding companies or Connected Persons does anything which in the reasonable opinion of the Charity brings or is reasonably likely to bring the Mark or the reputation of the Charity into disrepute;
		4. the Supporter fails to pay the Supporter Fee to the Charity after the due date and the Charity has given the Supporter 5 days’ written notice requiring it to pay;
		5. the Supporter suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
	2. If the Charity terminates this Agreement under 6.1 the Supporter will no longer be authorised to use the Mark and will immediately cease using the Mark.
	3. Subject to the Charity’s right to terminate under 6.1 the Licence of the Mark shall last for the Term.
	4. The Supporter shall have the right to terminate on giving the Charity not less than 3 months' written notice of termination, but for the avoidance of doubt, shall not be entitled to a refund of, or any part of, the Supporter Fee.
7. Indemnity and liability
	1. The Supporter agrees to indemnify the Charity in respect of any costs, claims, loss or liability whatsoever suffered by the Charity (including reasonable legal costs and disbursements) as a result of any breach by the Supporter of any of the Terms.
	2. This indemnity shall apply whether or not the Charity has been negligent or at fault.
	3. The Charity shall not be liable to the Supporter for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Supporter's exercise of the rights granted to it under these Terms.
8. Sublicensing
	1. The Supporter shall not grant sub-licences under these Terms.
9. General
	1. The parties are not partners nor joint venturers nor is the Supporter entitled to act as nor to represent itself as agent for the Charity.
	2. The Supporter shall not assign, transfer, mortgage, charge, subcontract, sub-license, declare a trust over, or deal in any other manner with any or all of its rights under these Terms without the prior written consent of the Charity.
	3. The Charity 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 these Terms.
	4. These Terms are governed by the laws of Northern Ireland.
	5. The courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.

**Schedule 1**

