

LOGO LICENCE AGREEMENT

An agreement between “The Arts Society” (which is the operating name of The National Association of Decorative and Fine Arts Societies, NADFAS), Charity Registration Number 1089743, Company Registration Number 4307984, of 8 Guilford Street, London, WC1N 1DA, and _____

Dated: _____

BACKGROUND

- (A) The Arts Society is the beneficial owner of the Names and the Logos (as these terms are hereinafter defined).
- (B) The Arts Society wishes to grant Member Society a non-exclusive licence to use the Names and the Logos.
- (C) Member Society has agreed to be appointed The Arts Society’s licensee on the terms and conditions hereinafter set out.

NOW IT IS AGREED as follows:-

1. Definitions

In this Agreement the following words and phrases shall have the following meaning unless the context otherwise requires.

“the Authorised Purposes”	organising lectures, study days, courses, visits, tours, special events, training and sponsorship of local arts related projects;
“the Authorised Uses”	use of the Names and Logos on programme cards, letterheads, news letters, badges, publicity material, celebratory cakes, embroidery, websites and social media;
“Code of Conduct”	the form in which the Names and the Logos are to be represented in respect of style, colour and size as set out in Schedule 2;
“the Logos”	the Logos of The Arts Society, set out in Schedule 1 and the goodwill related to them;
“the Names”	“The Arts Society”; “Member Society of The Arts Society”; “Young Arts”; “Church Recorders”; “Heritage Volunteers”; Tour NADFAS (NADFAS

Tours Ltd); NEL (NADFAS Enterprises Ltd) and Patricia Fay Memorial Fund;

“the Territory”

UK, Europe and any other regions The Arts Society operates in

2. Appointment of Licensee

2.1 In consideration of the sum of £1¹ and the undertakings given by Member Society in this Agreement, The Arts Society hereby appoints Member Society as its non-exclusive licensee to use the Names and the Logos in the Territory on the terms of this Agreement provided that such use is not misleading and does not impose or create any liability on The Arts Society.

2.2 This licence is not assignable nor can it be sub-licensed, save as set out in clause 3.4.

3. Obligations of Member Society

3.1 Member Society undertakes that it shall use the Names and the Logos:-

3.1.1 Only for the Authorised Uses and Authorised Purposes and

3.1.2 In accordance with the Code of Conduct; and

3.2 Member Society further undertakes for the duration of this Agreement:-

3.2.1 not to bring or allow the Names or the Logos to be devalued in any way whatsoever; and

3.2.2 in carrying out the Authorised Uses (and no more) to make best use of the Names and the Logos which shall mean:-

3.2.2.1 A use which does not and will not damage or conflict with the good name and reputation of The Arts Society; and

3.2.2.2 A use which does not and will not give rise to reasonable objection by The Arts Society; and

3.2.2.3 A use which does not conflict with the programme and/or policy of The Arts Society

3.3 For the avoidance of doubt Member Society cannot use the Names and Logos for any purposes or uses which are wider or are not included in the Authorised Uses and the Authorised Purposes and in any event, save at the written request of The Arts Society, cannot use the Names and Logos to campaign, lobby or fundraise for or on behalf of The Arts Society.

3.4 For the avoidance of doubt, where sub-groups of Member Society use all or any of the Names (including but not limited to Heritage Volunteers, Young Arts, Church Recorders and Church Trails) Member Society shall be fully responsible for all uses

¹ Deemed to be included in the 2017 Affiliation Fee payment.

of the Names and the Logos by the sub-group and its acts or omissions in respect thereof.

3.5 Member Society will on request give to The Arts Society any information as to its use of the Names or the Logos which The Arts Society may require. Member Society acknowledges that nothing contained in this Agreement shall give it any right, title or interest in or to the Names or the Logos save as granted hereby.

3.6 Member Society agrees to inform The Arts Society immediately in writing all and any information which comes to light concerning any unauthorised use of the Names and/or Logos. The Arts Society shall have the conduct of all proceedings relating to the Names or the Logos and shall in its sole discretion decide what action, if any to take in respect of any infringement or alleged infringement of the Names or Logos. Member Society will at the request of The Arts Society give full co-operation to The Arts Society in any action, claim or proceedings brought or threatened in respect of the Names or the Logos and The Arts Society shall meet any reasonable expenses incurred by Member Society in giving such assistance.

4. Trade Mark Registrations

4.1 Member Society undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any applications by The Arts Society to register the Names or the Logos as trademarks in the Territory or in Europe as European Community Trademarks.

4.2 If the Names or the Logos are registered as set out in clause 4.1 above, Member Society will not do any act which might assist or give rise to an application to remove the registered trademarks from any applicable register or which might prejudice the right or title of The Arts Society to the trademarks and will render any assistance required by The Arts Society in maintaining the registrations of the registered trademarks or in prosecuting any application.

4.3 Member Society shall assist The Arts Society as may be reasonably necessary (including by executing any necessary documents) in recording Member Society as a licensee of the registered trademarks on any applicable register once they mature into registrations. Member Society hereby agrees that such entry may be cancelled by The Arts Society on termination of this Agreement, for whatever reason, and that it will assist The Arts Society so far as may be necessary to achieve such cancellation including by executing at the request of The Arts Society any documents necessary for that purpose.

5. Termination

5.1 The following breaches are fundamental and shall entitle The Arts Society to forthwith terminate this Agreement:-

(a) A breach of this Agreement or failure on the part of Member Society to perform any of its obligations under this Agreement, which if remediable, have not been remedied by Member Society within 28 days of notice being served by The Arts Society.

(b) The insolvency, voluntary or compulsory liquidation of Member Society or cessation of its activities.

- (c) Termination of membership of The Arts Society by a resolution of The Arts Society under clause 7(a) of NADFAS Constitution and Rules.
 - (d) If the Member Society withdraws its membership of The Arts Society.
- 5.2 In the event of termination, as set out in clause 5.1 above, Member Society will on the date termination takes effect change its name and cease using the Names and the Logos and will deliver up to The Arts Society any materials using the Names and/or the Logos.
6. Miscellaneous
- 6.1 If any provision of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement, provided always that if such deletion substantially affects or alters the basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions of this Agreement to achieve as far as possible the same effect without rendering the Agreement so amended or modified illegal, invalid or unenforceable.
- 6.2 The parties are not partners or joint venturers nor shall The Arts Society be liable in respect of any representation, act or omission of Member Society of whatever nature.
- 6.3 Member Society agrees not to pledge the credit of The Arts Society nor to hold itself out as being capable of binding The Arts Society.
- 6.4 Any notice to be served on either of the parties by the other shall be sent by recorded personal delivery within business hours, pre-paid recorded delivery or registered post to the address of the current Chairman and shall be deemed to have been received by the addressee on recorded personal delivery within business hours, or within 72 hours of posting.
- 6.5 No failure or delay on the part of either of the parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 6.6 This Agreement may be varied by the written agreement of both parties.
- 6.7 The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

AS WITNESS the hands of the parties the day and year first above written.

SIGNED on behalf of The Arts Society

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SIGNED on behalf of the Member Society

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)**x**

SCHEDULE 1

Primary logo



THE ARTS
SOCIETY



THE ARTS
SOCIETY
BOURNEMOUTH &
EAST DORSET

Secondary logo



THE ARTS
SOCIETY



THE ARTS
SOCIETY
CLAPHAM
COMMON

Tertiary logo



THE ARTS
SOCIETY



THE ARTS
SOCIETY
HULL &
EAST RIDING

Quaternary logo

 THE ARTS SOCIETY

 THE ARTS SOCIETY YORK

'Member Society of' logo



Partner / Supporter logos



Volunteering logos



SCHEDULE 2

CODE OF CONDUCT

1 Code of Conduct for Use of The Arts Society Logo

- (a) On all printed or written material (eg letterhead, programme card, newsletters) the words “Member Society of The Arts Society” must be quoted. The Arts Society Registered Charity Number **must not** be quoted. If your Society is a registered Charity and you are quoting its number, this must be by your Society name and not The Arts Society Logo.
- (b) The Arts Society Logo cannot be altered in any way.
- (c) The Arts Society Logo is available from Central Office and must be used to ensure accurate reproduction of the image. The Logo can be enlarged or made smaller according to your needs.