

THE CONFECTIONERY TRUST

APPLICATION FORM

This form is to be used to apply for the use of trade marks and must be accompanied by a signed LICENCE. Upon acceptance by the Licensor, the Schedule to the LICENCE will be completed and returned to the Applicant with effect from that date. The Licensor reserves the right to refuse any application as it sees fit. By signing this Application the Applicant agrees to the terms of use.

Tick, delete and complete asterisked items as applicable and submit to the Confectionery Trust (contact details below)

Licensee legal name: _____

Email address: _____

Contact details: _____

Intended Licensed Trade Marks*:

Be treatwise®
Halloween®
Trick or Treat®

** Tick those you wish to use*

SUB LICENCE REQUEST**:

YES / NO

Be treatwise®
Halloween®
Trick or Treat®

**Tick those intended to be sub licensed*

1. Sub licensee legal name: _____

Contact name: _____

Email: _____

Be treatwise®
Halloween®
Trick or Treat®

**Tick those intended to be sub licensed*

2. Sub licensee legal name: _____

Contact name: _____

Email: _____

*** Complete details of each intended sub licensee, legal name, contact and email address. Use additional forms if necessary.*

TERMS OF USE

The undersigned hereby agrees to be bound to these terms and conditions of use of the trade marks so licensed to the Licensee and to notify the Licensor in the event of a further sub licence request, a breach or threatened breach by either the Licensee or the Sub licensee or a cessation of the business that uses or is likely to use the licensed trade marks or any of them.

1. The general conditions attaching to the use of the trade marks are set out in the Licence and the Licensee agrees to comply with and observe the conditions of the Licence as evidenced by the authorised signature and execution by the Licensee to the Licence.
2. The purpose of the Licence is to promote and encourage the responsible consumption of confectionery and confectionery related treats.
3. The Licensee agrees for itself its Sub licensees and their officers and agents and contractors respectively to use the trade marks in the Licence for the purpose set out herein and not use or suffer any of them to be used in any manner contrary to or inconsistent with that purpose and for the benefit of the confectionery industry as a whole.
4. The Licensee agrees that the trade marks may be registered in different classes to the classes indicated in the Licence or the Licensor may remove or add to the specifications in any of those classes from time to time and the Licensor acknowledges that any such changes will be notified on the website – www.betreatwise.info – and also notified to the email address indicated in this Application (unless the licensee gives notice to the Licensor of change of contact details.)
5. If the terms and conditions of use of the trade marks change or any law or regulation is imposed on the Licensor with respect to the use of the trade marks or any of them or the Licensor registers new trade marks or provides a code of practice for the trade marks or if any of the trade marks the subject of the Licence is removed or ceases to be registered or is successfully challenged then the Licence shall be automatically withdrawn and the Licensor shall notify the Licensee accordingly.
6. If any of the events in paragraph 5 occurs, then the Licensor agrees that the Licensee will be offered the opportunity to acquire a new Licence of the trade marks the subject of the event but the Licensor shall not be otherwise liable or responsible to the Licensor in any manner as a consequence of the event occurring unless such event occurred as a direct result of the unlawful act of the Licensor and the Licensor suffered a direct loss or cost as a consequence of that unlawful act.
7. The Licensor is the trustee of the Confectionery Trust and entitled to be fully indemnified out of the Trust property.
8. The Licensee agrees to use the registered symbol for registered trade marks for each of the trade marks, on all packaging, correspondence and other material on which the trade marks are used unless otherwise advised by the Licensor in accordance with the style guidelines or other requirements attaching from time to time to the Licence.
9. Should the Licensee (or its Sub licensees) cease to use the trade marks or be in breach of the Licence or otherwise be required under the terms of the Licence or at law to remove the trade marks from its products or packaging, the Licensor agrees that the Licensee shall be given a reasonable time to effect the removal which shall be not less than 6 months from the date of notice of removal.
10. The Licensee agrees that it will not do anything that is likely to damage the goodwill of the Licensor or the reputation or standing of the Licensor, the trade marks or the other users or licensees of the trade marks in the confectionery industry.

11. The Licensee authorises the Licensor to complete the Schedule to the Licence in accordance with this Application.

Signed by Licensee: _____

Dated: _____

SIGNED LICENCE ATTACHED: YES / NO