

**NEIGHBOURHOOD WATCH AND HOME WATCH
TRADE MARKS**

**TERMS AND CONDITIONS AND DETAILS OF
INTENDED USE**

Please read the Terms & Conditions below

Introduction

The Neighbourhood Watch and Home Watch Marks (the 'Trade Marks') belong to the Home Office and are protected by intellectual property rights. The Neighbourhood and Home Watch Network (England and Wales) ('NHWN') is acting on behalf of the Home Office as sub-Licensor for the use of the Trade Marks.

In order to make authorised use of the Trade Marks, You must have a licence. Any unauthorised use is an infringement of the Home Office's intellectual property rights.

This document (the 'Licence') sets out the terms and conditions on which a licence of the Trade Marks is offered. The purpose of the Licence is to ensure that any use of the Trade Marks is consistent with Home Office policy. NHWN holds a sub-Licence from the Home Office to issue this Licence.

Please read the terms of this Licence carefully. If You are in any doubt as to whether its terms deal adequately with your requirements, or if You have any questions relating to the licensing policy, please contact NHWN direct by email: logo@ourwatch.org.uk

Scope of this Licence

The Home Office wishes to provide non-commercial users who want to use its Trade Marks with a fast and straightforward system for applying for the relevant permissions. This Licence is made available to users for this purpose.

Users should be aware that this Licence only permits *some* types of use of the Trade Marks. Other types of use are not permitted by this Licence. If You are in any doubt as to whether Your intended use is permitted under this Licence, you should contact NHWN by email at: logo@ourwatch.org.uk

Subject to the previous paragraph, the permitted uses under this Licence are:

- Reproduction of the Trade Marks on documentation or publicity material produced by or on behalf of recognised Neighbourhood Watch or Home Watch groups. (NB: a recognised Neighbourhood Watch / Home Watch group is one which is acknowledged as such by the police force of the area in which it is situated).
- Reproduction of the Trade Marks for educational purposes by schools, colleges and universities.
- Reproduction of the Trade Marks by publishers in educational literature such as textbooks.



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- Reproduction of the Trade Marks on websites operated by recognised Neighbourhood Watch or Home Watch groups, local authorities, police forces, NHS trusts, Fire and Rescue Services and Crime and Disorder Reduction Partnerships.
- Reproduction of the Trade Marks for artistic or entertainment purposes by a television production company, provided that such use is incidental and necessary to a particular storyline and further provided that such use does not bring the Licensor into disrepute in any way.

This Licence does not permit any commercial use of the Trade Marks, including any form of product endorsement, or use of the Trade Marks as part of any sponsorship or promotion. Accordingly, if You wish to make commercial use of the Trade Marks, You must apply for a licence which is specifically tailored to that use. For further information on this, please contact NHWN: logo@ourwatch.org.uk

Details of Use and receiving the Trade Marks by e-mail

If Your intended use of the Trade Marks is covered by the permitted uses listed above, then You can obtain the Licence by completing the following process:

- Read these Terms and Conditions and details of intended use.
- If you agree with these Terms and Conditions, send an e-mail to logo@ourwatch.org.uk. This e-mail should contain the following:
 - Details of Your name and address.
 - Details of Your intended use of the Trade Marks.
 - Confirmation that You have read and understood the Terms and Conditions and accept them.
- NHWN will then assess Your application and respond by e-mail giving You confirmation of the start date of Your Licence.

Please note - You will not have a valid licence if Your details of use seek to vary any of the terms set out in this document. If You wish for such a variation, You must contact NHWN: logo@ourwatch.org.uk expressly requesting such a variation. Please note that NHWN does not routinely accept variations to this Licence.

1. Definitions

1.1 In this Licence, the following terms shall have the following meanings:

- 'Clause' means one of the numbered terms and conditions of this Licence.
- 'Home Office policy' means the Home Office policy in relation to use of the Trade Marks as set out in this Licence.
- 'Intellectual Property Rights' means any intellectual property rights in the Trade Marks, whether under the law of trade mark or of copyright or of passing off.
- 'Licence' means this form of licence, as accepted by You by Your submission of the completed Details of Use form.
- 'Licensor' means the Secretary of State for the Home Department.
- 'Notice' means notice in writing served in accordance with the provisions of Clause 17.
- 'Term' means the period referred to in Clause 4.
- 'Territory' means the United Kingdom, the Isle of Man and the Channel Islands.
- 'Trade Marks' means all and any of the following:
 - The mark registered as trade mark number 2323101; (the 'Four Faces' logo and the word 'Neighbourhood Watch')
 - The mark registered as trade mark number 2323103; (the 'Four Faces' logo)



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- The mark registered as trade mark number 2323104; (the 'Home Watch' logo)
- 'NHWN' means the Neighbourhood and Home Watch Network (England and Wales).
- 'You' means any person, organisation or company who wishes to reproduce the Trade Marks which are covered by this Licence and 'Your' shall be construed accordingly.

2. Recitals

- 2.1 The Licensor is the sole and lawful owner of the Intellectual Property Rights and, as such, has the right to grant licences in respect of the Trade Marks in the Territory.
- 2.2 By submitting Your intended details of use, You are accepting a non-exclusive licence to use the Trade Marks.
- 2.3 You can submit your details of use to NHWN via the e-mail address: logo@ourwatch.org.uk
- 2.4 You confirm, at the same time as submitting Your details of use, that You have read and agree to the terms of this Licence and the NHWN policy set out herein.

3. Grant of Licence

- 3.1 Provided that Your intended use (as identified in the details of use) is within the permitted uses set out in the paragraph above headed 'Scope of this Licence', then upon submission of Your e-mail, the Licensor, as owner of the Intellectual Property Rights, grants You, for the Term, a non-exclusive licence in the Territory to make that intended use of the Trade Marks in accordance with the terms of this Licence.

4. Term

- 4.1 The term of this Licence shall be 5 years from the date of submission of Your Details of Use form. Upon the expiration of this period, the Licence granted under Clause 3 shall terminate.

5. Your obligations

- 5.1 Subject to any terms and conditions of this Licence, You undertake that You will:
 - 5.1.1 comply strictly with the Home Office policy as set out herein; and
 - 5.1.2 notify the Licensor of any change to Your name or e-mail address, as notified.
- 5.3 You will supply the Licensor free of charge with samples of any material on which You have used the Trade Marks or any other information relating to Your use of the Trade Marks as the Licensor may reasonably require from time to time.
- 5.4 You will not do anything to prejudice or endanger the value or validity of the Trade Marks or of the Intellectual Property.



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6. Use of Trade Marks

- 6.1 You will not make nor permit any use of the Trade Marks other than as permitted under the terms of this Licence.
- 6.2 You recognise the Licensor's title to the Intellectual Property and undertake that You will not claim that You have any right, title or interest in the Intellectual Property or any part of it or in other similar intellectual property owned by the Licensor or any part thereof save as is granted by this Licence PROVIDED THAT mere use of the words 'Neighbourhood Watch' shall not be contrary to this undertaking.
- 6.3 Insofar as You acquire any rights, title or interest of any nature of the type referred to in Clause 6.2 above, You agree to assign at Your own expense all such rights, title and interest to the Licensor.
- 6.4 You will not make any use of any service mark or trade mark which is confusingly similar to the Trade Marks unless authorised under this Licence or any other agreement by the Licensor.
- 6.5 You will hold all goodwill generated by or attributable to any use of the Trade Marks permitted under this Licence as bare trustee for the benefit of the Licensor.
- 6.6 Any rights in designs or other works derived by You from the Trade Marks or any part of it shall be held by it as bare trustee for the Licensor and at the Licensor's request shall be assigned to it without compensation.

7. You may not use the Licensor's name in a way that suggests endorsement of products or services by the Licensor

- 7.1 Except with the prior written consent of the Licensor, You may not use the name of the Licensor and/or of the Home Office or otherwise act in a way that suggests that a product or service is in any way endorsed or approved by or is in any way linked with the Licensor and/or the Home Office or any other Government department, or generally use the Trade Marks in a way that is likely to mislead others.

8. Infringement and action against third parties

- 8.1 You will promptly give Notice to the Licensor (providing full particulars) if You become aware of any infringement or suspected infringement by any third party of the Intellectual Property Rights.
- 8.2 The Licensor shall have the sole right to take action against third parties in respect of the Intellectual Property Rights.

9. Termination

- 9.1 You have the right to end this Licence at any time by giving 28 days' Notice.
- 9.2 Termination for breach
 - 9.2.1 The following breaches are fundamental and shall entitle the Licensor forthwith to give Notice terminating this Licence and thereupon this Licence



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shall absolutely terminate and cease to have effect but without prejudice to the rights and remedies of the Licensor in respect of the breach or antecedent breach by You of any of Your obligations under this Licence:

9.2.2.1 failure on your part to perform any of Your obligations under this Licence; and/or

9.2.2.2 Your voluntary or compulsory liquidation or the appointment of a receiver, or administrative receiver or administrator over all or any part of Your business or assets.

9.3 Without prejudice to Clause 5.1 above and notwithstanding Clause 3 above, the Licensor shall have a right in its sole discretion to give You written notice, at any time, withdrawing its consent to Your use of the Trade Marks, if:

9.3.1 in its reasonable opinion, such use might result or has resulted in the unsuitable or inappropriate commercial exploitation of the Trade Marks or use of the Trade Marks which is contrary to public policy; and/or

9.3.2 in its reasonable opinion, Your use of the Trade Marks does not conform to the NHWN policy as set out herein.

Upon the giving of such notice, Your licence to use the Trade Marks shall determine.

9.4 Termination on cesser of rights

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If at any time the Licensor shall cease to have the right described in Clause 2.2 above to grant licences of the Intellectual Property Rights or any part of them, the Licensor may forthwith terminate this Licence by giving You Notice.

10. Termination consequences

10.1 On termination of this Licence whether by expiry of the term or otherwise, You will discontinue all use of the Trade Marks, save to the extent that You have a new Licence authorising you to make continued use of the Trade Marks.

11. Indemnity

11.1 Licensor's right to indemnity:

You will indemnify the Licensor against all actions, claims, costs, damages and expenses, which it may suffer or sustain as a result of any use of the Trade Marks by You.

12. Variation

12.1 This Licence may not be varied or modified in any manner except in writing and signed by an authorised representative of the Licensor and You or Your authorised representatives. In the Licensor's case, the authorised representative will be the Operations Director or Board of Directors of NHWN.



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13. No waiver

- 13.1 No waiver by the Licensor of any of Your obligations under this Licence shall be deemed effective unless made by the Licensor in writing, nor shall any waiver by the Licensor in respect of any breach be deemed to constitute a waiver of or consent to any subsequent breach by You of Your obligations.

14. Severance

- 14.1 In the event that any provision of this Licence is declared by any judicial or other competent authority to be void, voidable or illegal, the remaining provisions shall continue to apply unless the Licensor in its absolute discretion decides that the effect is to defeat the original intentions of the parties, in which case it shall be entitled to terminate the Licence by 30 days' Notice.

15. No agency or partnership

- 15.1 The parties are not partners or joint venturers, nor is the Licensee entitled to act as the Licensor's agent nor shall the Licensor be liable in respect of any representation, act or omission made by You, of whatever nature.

16. Assignment and sub-licensing

- 16.1 You may not assign or transfer any of Your rights under this Licence without the prior written consent of the Licensor.
- 16.2 You may not sub-license Your rights to use the Trade Marks under this Licence to any third party.

17. Notices

- 17.1 Any notice to be given shall be sent to You by first class recorded delivery or registered post or by facsimile transmission to, in Your case, the address provided by You in your e-mail and, in the Licensor's case, to NHWN, Beaumont Enterprise Centre, 72 Boston Road, Leicester LE4 1HB. Any such notice shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours, if sent by facsimile transmission to the correct number of the addressee.

18. Dispute resolution

- 18.1 Without prejudice to the party's rights to commence or continue court proceedings, if any dispute arises in connection with this Licence, the parties will attempt to settle it by mediation. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give Notice to the other party (in accordance with Clause 17 above) requesting a mediation.



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19. Governing law

19.1 This Licence shall be governed by the law of England and Wales.

20. Transmission of benefit

20.1 This Licence shall be binding upon and inure to the benefit of the Licensor and its successors and assigns.

