

LICENCE OF INTELLECTUAL PROPERTY

THIS LICENCE is made the day of 2009

BETWEEN:

- (1) Martin Lovell trading as Martin Lovell ADI and Trailer Instructor of 110 Nailsworth Crescent Merstham Redhill Surrey RH1 3JG ("**Martin Lovell**"); and
- (2) [] Ltd a company registered in England and Wales whose registered office is situate at (*address*) (the "**Licensee**").

RECITALS:

- (A) Words and phrases defined in Clause 1 shall have the same meaning in these recitals.
- (B) Martin Lovell is the proprietor and beneficial owner of the Intellectual Property.
- (C) Martin Lovell now wishes to grant a non exclusive licence to the Licensee to use the Intellectual Property on the terms set out in this Licence.

OPERATIVE PROVISIONS:

1 Interpretation

- 1.1 In this Licence and the Schedules the following expressions have the meanings set out in the Agreement dated the Service Agreement between Martin Lovell and the Licensee unless inconsistent with the context:
- 1.2 Without prejudice to the provisions of clause 1 the following words and expressions shall have the following meaning:

The Intellectual Property shall mean the Intellectual Property set out in Schedule 1 hereto and all written material supplied to the Licensee by Martin Lovell relating to driving of vehicles with trailers

2 Licence

In consideration of the payment of £1.00 by the Licensee to Martin Lovell (receipt of which is hereby acknowledged) Martin Lovell hereby grants an exclusive License of the Intellectual Property to use the same according to the provisions of the Agreement.

3 Undertaking and Indemnity

- 3.1 The Licensee undertakes to use the Intellectual Property only for its own use and not to copy publish or distribute the Intellectual Property or any of it or allow the same to be copied or distributed
- 3.2 The Licensee agree to indemnify and keep indemnified the Licensor against all loss, liabilities, damages, claims, proceedings, penalties, fines or other sanctions and judgements suffered or sustained or incurred by the Licensor as a result of any infringement of the above undertaking
- 3.3 The Licensee acknowledges that upon its, its employees, representatives or agents (or any of them) unauthorised copying publication or distribution the Licensee may take such

steps as it sees fit to procure a suitable remedy (including seeking injunctive relief through the Courts) and that damages would not be an adequate remedy.

4 **General**

- 4.1 Nothing in this Licence shall be construed to imply between the parties the relationship of partnership, principal/agent or employer/employee.
- 4.2 Any notice given pursuant to this agreement shall be in writing and shall be sufficiently given to any party if sent in a letter by first class or air mail prepaid post addressed to that party at that party's registered office and any notice so given shall be deemed unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post
- 4.3 Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Licence shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this Licence.
- 4.4 The warranties contained in this Licence shall survive termination or expiry of this Licence.
- 4.5 This Licence shall be binding on and shall enure to the benefit of each party's successors and personal representatives.
- 4.6 This Licence is governed by English law and the parties hereto irrevocably submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this Licence has been duly executed and delivered as a deed the day and year first before written.

Executed as a Deed by Martin Lovell

In the presence of
Witness signature
Witness Name

Witness Address

Witness occupation

EXECUTED AS A DEED for and on behalf of)

[] Ltd acting by

.....
Director

.....
Director/Secretary