



Trade Mark Licence Order Form

Name of Organisation (Licensee):		Invoice address if different:
Contact Name:		
Position:		
Address:		
Postcode:		
Telephone:	Fax:	Your Purchase Order No:
Licensed Locations:		For completion by SmartWater SmartWater Representative: Membership Number:
Items Protected:		

- 1: The Licensee named above agrees to purchase an annual Trade Mark Licence which entitles the Licensee the right to display approved SmartWater Trade Marks at the Licensed Locations named above.
- 2: This agreement is for an Initial Term of mnths* yrs* and will continue thereafter subject to the terms and conditions detailed overleaf.
- 3: The Licensee agrees to the terms and conditions detailed overleaf. *Please tick as appropriate. If completing on-line please click on appropriate box.

Signature: X	Date: X
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Licence To Comprise	Code	Unit Cost	Quantity	Total Cost
Annual Trade Mark Licence Fee				

Products/Licensed Materials:-

Products/Licensed Materials	Code	Unit Cost	Quantity	Total Cost

How to Pay

Please enclose your cheque, made payable to SmartWater Technology Limited, when returning this order form (a receipted tax invoice will be sent to you upon clearance) or provide an official purchase order number for invoicing purposes.

Please return this order form to SmartWater Technology Limited, PO Box 136, Telford TF3 3WY or fax it to 0870 242 4561.

Please allow up to 28 days after receipt of payment for delivery.

Plus carriage:	
Plus VAT:	
TOTAL:	

SMARTWATER TERMS & CONDITIONS

1	Interpretation	4	Financial Provisions
1.1	In this Agreement, unless the context otherwise requires:	4.1	The Licensee shall pay SmartWater the Fees within 30 days of date of invoice.
		4.2	Unless terminated in accordance with clause 7 of this Agreement, upon the expiry of the Initial Term and any subsequent 12 month period, the Licensee shall pay SmartWater the Renewal Fees.
	"Agreement" means collectively these terms and conditions and the Order;	4.3	All payments referred to in this Agreement are exclusive of any applicable value added or any other sales tax, which the Licensee shall pay in addition.
	"Effective Date" means the date of signature of the Order by the Licensee;	5	Intellectual Property
	"Fees" means the licence fees and any other fees and costs specified in the Order;	5.1	The Licensee acknowledges that all Intellectual Property which may exist in relation to SmartWater's forensic spray system, the Trade Marks and the Products shall belong solely to SmartWater or the Group. Other than as expressly provided in the Agreement, the Licensee shall have no rights in respect of any Intellectual Property which may exist in relation to SmartWater's forensic spray system, the Trade Marks, the Products or of the goodwill associated therewith, and the Licensee hereby acknowledges that it shall not acquire or claim any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested solely in SmartWater or the Group. If notwithstanding this clause, any such rights or goodwill vest in the Licensee or any of the Licensee's subcontractors or suppliers by automatic operation of law, the Licensee hereby assigns, or shall upon SmartWater's request procure an assignment in respect of, all such rights and goodwill which exist now or may arise hereafter to SmartWater by way of present and future assignment in consideration of the Licence granted to the Licensee under this Agreement.
	"Forensic Solution" means the solution referred to in the Order;	6	Warranties and Liability
	"Group" means SmartWater or SmartWater's holding company or subsidiary or a subsidiary of such holding company;	6.1	SmartWater shall not, except in respect of death or personal injury caused by the negligence of SmartWater, be liable to the Licensee by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss of profit, damage to goodwill or reputation or otherwise and whether occasioned by the negligence of SmartWater or its employees or agents or otherwise) arising out of or in connection with any act or omission of SmartWater relating to the supply or the use of the Trade Marks and Products.
	"Initial Term" means the period stated in the Order from the Effective Date;	6.2	SmartWater shall have no obligations or liability in connection with the tracing and identification of stolen property which has or may have been marked by the Spray Devices or Forensic Solution or the inability for such tracing and identification to successfully take place.
	"Intellectual Property" means any patent, copyright, design right, goodwill, rights to inventions, know how, techniques, trade secrets, confidential information, trade mark, database right or other intellectual property right subsisting anywhere in the world, whether registered or unregistered, and including applications for any of the foregoing;	7	Duration, Termination, and Consequences of Termination
	"Licence" means the non-exclusive, non-transferable right and licence to use the Products at the Licensed Locations, in each case solely throughout the continuation of this Agreement and in accordance with this Agreement;	7.1	This Agreement shall come into force on the Effective Date and, subject to clause 7.2 and payment of any Renewal Fees, shall continue in force for the Initial Term after which it shall continue unless either party gives the other not less than 3 months prior written notice to expire at the end of the Initial Term or any subsequent 12 month term.
	"Licensed Locations" means the locations referred to in the Order;	7.2	Either party shall be entitled to terminate this Agreement immediately by written notice to the other if that other party commits any breach of any of the provisions of this Agreement or fails to make any payment due hereunder on its due date and fails to remedy the same within 30 days (or 7 days in respect of any failure to make a payment due hereunder) after receipt of a written notice giving particulars of the breach and requiring it to be remedied.
	"Licensed Materials" means the materials referred to in the Order;	7.3	The rights to terminate this Agreement shall be without prejudice to any other right or remedy.
	"Licensee" means the person, firm or company with whom SmartWater enters in to this Agreement and whose details are set out in the Order;	7.4	Upon the termination of this Agreement for any reason:
	"Order" means the order form overleaf;	7.4.1	the Licensee shall at its own expense within 30 days remove all Products and either return them to SmartWater or otherwise dispose of them in accordance with the directions of SmartWater (and provide written certification that the same has been done);
	"Products" means Licensed Materials, Forensic Solution, Spray Devices and any other goods or materials identified in the Order;	7.4.2	any outstanding unpaid invoices previously rendered by SmartWater in accordance with this Agreement and invoices rendered by SmartWater in accordance with this Agreement after such termination shall be paid by the Licensee;
	"Renewal Fees" means the amount payable for renewal of this Agreement for subsequent 12 month periods after the Initial Term, to be equal to the amount of the Fees unless otherwise agreed in writing by the parties;	7.4.3	the Licensee shall cease to make any use of the Products and Trade Marks;
	"SmartWater" means SmartWater Technology Limited a company incorporated and existing under the laws of England (Registered No. 2875523) whose principal office is at Science and Technology Park, Nedge Hill, Telford, TF3 3WY, England;	7.4.4	if the Licensee fails to comply fully with any of clauses 7.4.1 or 7.4.3, the Licensee shall become and remain liable to continue paying the Renewal Fees to SmartWater in accordance with all applicable provisions of this Agreement, as if this Agreement had not terminated, from the date of termination until the end of the period in which the Licensee complies fully with clauses 7.4.1 and 7.4.3.
	"Spray Devices" means any SmartWater forensic spray system devices referred to in the Order;	8	General
	"Trade Marks" means the SmartWater trade mark in the specific format(s) depicted in the Licensed Materials and the SmartWater name and any registered trade marks and unregistered trade mark rights in respect thereof in the United Kingdom which may be owned by SmartWater or the Group.	8.1	The Licensee shall not:
1.2	The headings in this Agreement are for convenience only and shall not affect its interpretation. References in this Agreement to 'including' or similar expressions shall be interpreted without limitation and references to the singular shall include the plural and vice versa.	8.1.1	assign, sub-license or otherwise dispose of any of its rights under this Agreement to a third party; nor
2	Grant of Licence and Licensee Restrictions	8.1.2	sell or otherwise dispose of any of its goods, property or other materials which howsoever bear the Trade Marks pursuant to this Agreement to any third party or otherwise pass possession and control of such goods, property or other materials to any third party.
2.1	In consideration of and conditional upon the Licensee paying the Fees on the due dates, SmartWater hereby grants the Licence to the Licensee with effect from the Effective Date.	8.2	This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all previous agreements and understandings between the parties with respect to the subject matter of this Agreement, and it may not be modified except in writing by the duly authorised representatives of both parties.
2.2	The Licensee shall not use the Products and Trade Marks for any purpose other than as expressly permitted by this Agreement and shall not:	8.3	Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
2.2.1	use in relation to SmartWater's forensic spray system or the Products any trade marks, slogan or logo other than the Trade Marks;	8.4	If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
2.2.2	use any documents or other materials containing the Trade Marks other than the Licensed Materials;	8.5	Nothing in this Agreement shall create a partnership or the relationship of principal and agent or any other relationship between the parties other than the contractual relationship expressly described in this Agreement. Furthermore neither party shall bind, commit or create any liability on behalf of the other party nor hold itself out as being entitled to do so in any way.
2.2.3	copy, modify or adapt the Trade Marks, Products or any rights (including Intellectual Property) belonging to SmartWater or the Group or prepare any derivative works;	8.6	This Agreement shall be governed by and construed in all respects in accordance with the Laws of England, and each party hereby submits to the exclusive jurisdiction of the English Courts.
2.2.4	do or omit to do anything which would tend to or might diminish or be detrimental to the rights of SmartWater in the Trade Marks or make them become generic or prejudice their distinctiveness or validity or the goodwill of SmartWater therein or bring the Trade Marks or SmartWater into disrepute;		
2.2.5	adopt or use any trade mark, symbol, device, corporate or business trading name or slogan which is confusingly similar to the Trade Marks;		
2.2.6	register or seek to have registered any trade mark or slogan which is confusingly similar to or the same as the Trade Marks; or		
2.2.7	establish or use any analytical process in relation to the SmartWater forensic spray system or the Products other than any analytical process which may be supplied by SmartWater or approved by SmartWater in writing.		
3	Products		
3.1	SmartWater shall supply the Products to the Licensee within 28 days of receipt of payment of the Fees in full from the Licensee. Any dates quoted for delivery are approximate only and SmartWater shall not be liable for delay in delivery however caused. Time for delivery shall not be of the essence.		
3.2	SmartWater shall arrange delivery of the Products to the address stated in the Order.		
3.3	All Products supplied to the Licensee are on a rental basis only and title to and ownership of all such Products and all Intellectual Property in such Products shall not pass to the Licensee and shall remain with SmartWater at all times. Risk of loss of, or damage to, any of the Products shall pass to the Licensee when delivery is tendered.		
3.4	The Licensee shall be solely responsible for procuring the installation, operation, maintenance and replacement of the Products in accordance with any reasonable instructions and guidance which SmartWater may give from time to time.		
3.5	The Licensee shall provide such information in such format and in accordance with SmartWater's directions as SmartWater may require from time to time in connection with the Products and the Licensed Locations at which each Product is installed or applied for verification and evidential purposes.		
3.6	All Spray Devices supplied pursuant to this Agreement shall only be used by the Licensee in conjunction with the police in covert operations unless SmartWater agrees otherwise in writing. Before the Licensee procures the installation of any Spray Devices the Licensee must inform SmartWater's Crime Support Unit at least five working days prior to such installation informing them of the proposed installation.		
3.7	Within 14 days after any Spray Device firing the Licensee shall:		
3.7.1	notify SmartWater's Crime Support Unit of the Licensed Location at which such Spray Device was installed and the cause of the firing;		
3.7.2	at its own expense procure the removal and return to SmartWater of that Spray Device unless the applicable local police authority requires the Licensee to do otherwise and the Licensee informs SmartWater in writing.		
3.8	SmartWater reserves the right to make any changes to the Products which improve the performance of the Products, are required to conform with any applicable statutory requirements or do not significantly affect their quality or performance.		