



FISHERIES ACCREDITATION SCHEME

LICENCE AGREEMENT

This agreement is made between:

Angling Foundation, Federation House, Stoneleigh Park, Warwickshire, CV8 2RF
("Licensor")

and

.....
.....

Start date of Agreement:

End date of Agreement:

- i The Angling Foundation operates a voluntary scheme for the testing and approval of recreational fisheries, known as the 'Fisheries Accreditation Scheme'.
- ii The Angling Foundation owns the four accreditation marks
- iii The Licensee wishes to use the appropriate accreditation mark

1. Definition

The Licensee can use the accreditation mark that has been accredited by the Licensor and is listed in Schedule 1 subject to the terms and conditions contained in this agreement.

2. The Licence Agreement Period

The agreement period is for 2 years. The start and end dates are detailed above.

3. Accreditation

The Licensee has submitted or will submit his (or her) fishery (or fisheries) to the Licensor for accreditation, together with the appropriate fee. Licensor will inform the Licensee in writing if the fishery has been successfully accredited and at which standard.

The accreditation mark is allowed to be used in relation to the relevant accredited fishery only.

4. Use Of The Accreditation Mark

The accreditation mark is to be used in the shape and colour provided. Any alteration of the design of the accreditation mark is forbidden.

5. Limitation of Liability

The Licensor shall not be liable for direct, indirect, incidental, special, consequential or exemplary damages resulting from the approval or non-approval of fisheries submitted for accreditation by the Licensee.

The Licensor shall not be liable for direct, indirect, incidental, special, consequential or exemplary damages resulting from a company displaying the accreditation mark at fisheries that have not been tested.

The Licensor shall not be liable for direct, indirect, incidental, special, consequential or exemplary damages resulting from any accredited fishery that displays the accreditation mark should such fishery be found subsequently to fail to comply with the original specification at accreditation.

6. Indemnity

The Licensee agrees to indemnify and hold Licensor, its affiliates, officers and directors harmless from any claim or demand, including reasonable legal fees arising out of or relating to the use of the service provided under this Agreement.

7. Breach

If the Licensee fails to comply with any of the provisions set out in the Licence Agreement to the satisfaction of the Licensor within 30 days of such breach being identified, the Licensor reserves the right to terminate the licence agreement immediately. Upon termination the Licensee will lose all rights to the services of this agreement and any right to compensation for loss of those services.

8. Termination

Upon termination of this agreement and failing the granting of a further agreement to cover the use of the accreditation mark the Licensor and Licensee will be bound by the following obligations:-

The Licensee will not manufacture, or cause to be manufactured, any further product carrying the accreditation mark, nor will the Licensee be entitled to display the accreditation mark.

On receipt of the appropriate application form and fee, the Licensor will arrange for the re-assessment of the fishery (or fisheries) before the end of the Licence Agreement and will issue a new Licence Agreement and appropriate accreditation mark to the Licensee.

9. General

This Agreement cannot be assigned by the Licensee.

If at any time any provision hereof is, or becomes, illegal, invalid or unenforceable the remaining provisions hereof shall be amended to reflect the true intention of the parties.

No delay or omission in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement. A waiver on any one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

Any reference to "in writing" shall include communication by email.

Any notice given or made under or in connection with this Agreement shall only be effective if in writing, and sent to the address of the other party as shown in this Agreement or such other address as may be notified.

This Agreement supersedes all other agreements, either written or verbal, between the parties with respect to the subject matter hereof.

None of the terms or provisions hereof may be waived, altered, modified or amended except as the parties may consent thereto in writing.

This Agreement shall be governed by, and construed in accordance with, English law.

Signed for on behalf of:

.....(Licensee)

Name _____

Signature _____

Title _____

Date _____

Signed for on behalf of:

Angling Foundation (Licensor)

Name _____

Signature _____

Title **Angling Foundation
Chairman**

Date _____