

Dated

2<sup>nd</sup> May

2025

**BERKSHIRE CEREMONIAL LIMITED**

and

**MAIDENHEAD CHESS CLUB**

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## Trade Mark Licence Agreement

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**BLANDY & BLANDY**  
solicitors

One Friar Street  
Reading  
Berkshire  
RG1 1DA

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THIS AGREEMENT is dated the 2<sup>nd</sup> day of May 2025

## **PARTIES**

- (1) **BERKSHIRE CEREMONIAL LIMITED**, a company incorporated and registered in England & Wales with company number 11450327, whose registered office is at One Friar Street Reading Berkshire RG1 1DA (the **Licensor**); and
- (2) **MAIDENHEAD CHESS CLUB**, an unincorporated association whose address is St Lukes Community Hall Norfolk Road Maidenhead Berkshire SL6 7AT (the **Licensee**).

## **BACKGROUND**

- (A) The Licensor is the owner of the Mark (as defined below).
- (B) The Licensee wishes to use the Mark in the Territory (as defined below) and the Licensor is willing to grant the Licensee a licence to use the Mark on the terms and subject to the conditions of this licence.

## **AGREED TERMS**

### **1. Interpretation**

The following definitions and rules of interpretation apply in this licence.

#### **1.1 Definitions:**

**Effective Date:** the date of this Agreement.

**Mark:** the registered trade mark (or application), details of which are set out in Schedule 1.

**Territory:** England and Wales

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to legislation or legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- 1.5 A reference to **writing** or **written** excludes fax but not email.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

## **2. Licence**

- 2.1 The Licensor grants to the Licensee a non-exclusive licence to use the Mark in the Territory, subject to the terms of this licence.
- 2.2 Any goodwill derived from the use by the Licensee of the Mark shall accrue to the Licensor. The Licensor may, at any time, call for a document confirming the assignment of that goodwill and the Licensee shall immediately execute it.
- 2.3 No rights or licences are conferred on the Licensee pursuant to this licence except those expressly set out in this licence.

## **3. Quality control and marking**

The Licensee's licence to use the Mark is subject to the following conditions:

- 3.1 The Licensee may use the Mark on their website, communications and promotional material to generally promote the Maidenhead Chess Club and the 120 year history of playing chess in Berkshire;
- 3.2 The Licensee shall not use the Mark on any products or merchandise that are sold or marketed for commercial gain;
- 3.3 the Licensee shall not do or fail to do any act or thing whereby the validity, enforceability or the Licensor's ownership of the trade mark registrations for the Mark, or the reputation or goodwill associated with the Mark anywhere in the Territory, is likely to be prejudiced.; and
- 3.4 the Licensee shall procure that all materials carrying the Mark, be marked with:

*"The Berkshire Coat of Arms is the registered trade mark of Berkshire Ceremonial Limited".*

## **4. Payment**

- 4.1 On the Effective Date the Licensee shall pay to the Licensor the sum of £10.

## **5. Licence recordal**

- 5.1 The Licensee shall sign such documents and give such assistance as the Licensor may reasonably request from time to time for the Licensee to be recorded as licensee against any

relevant trade mark registration or pending application which includes the Mark, and to have any such recordal removed on termination of this licence.

- 5.2 The Licensee shall not have the rights described in section 30 of the Trade Marks Act 1994.

## **6. Maintenance**

The Licensor shall pay all renewal fees and take all steps necessary to maintain the trade mark registration for the Marks.

## **7. Indemnity**

- 7.1 The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

7.1.1 the Licensee's exercise of its rights granted under this Agreement;

7.1.2 the Licensee's breach or negligent performance or non-performance of this Agreement; or

7.1.3 the enforcement of this Agreement.

- 7.2 If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, by the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

## **8. Protection of the mark**

- 8.1 The Licensee shall promptly inform the Licensor of any suspected unauthorised use of the Mark (or any confusingly similar mark) of which it becomes aware, and shall provide the Licensor with such documents, information and assistance as it can in relation to any such use.

- 8.2 The Licensor gives no warranty and makes no representation in or pursuant to this licence that the use of the Mark, nor the manufacture, use, sale or other dealing in any product, does not or will not infringe the rights of others.

**9. Duration and termination**

9.1 This licence shall commence on the Effective Date and continue for the period of two years unless terminated earlier under any of the following provisions.

9.2 The Licensor may terminate this licence by notice with immediate effect if:

9.2.1 the Licensee commits any breach of this licence which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from the Licensor to do so;

9.2.2 the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

9.2.3 the Licensee's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy;  
or

9.2.4 there is a change of control of the Licensee (within the meaning of section 1124 of the Corporation Tax Act 2010).

9.3 The Licensee undertakes to the Licensor that, save as expressly permitted by this licence, it will not make any use anywhere in the world of the Mark or any name or mark intended or likely to be confused or associated with it. In particular, upon termination of this licence for any reason the Licensee shall cease immediately to make any use of the Mark.

9.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

**10. Assignment and other dealings**

The Licensee shall not assign, transfer, mortgage, charge, sub-license, sub-contract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this licence without the prior written consent of the Licensor.

**11. Governing law**

11.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**12. Jurisdiction**

- 12.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**This Agreement** has been entered into on the date stated at the beginning of it.

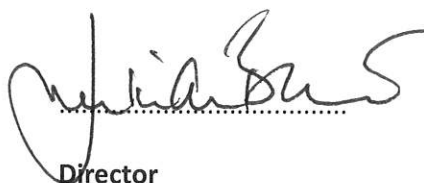
**SCHEDULE 1 - Mark**

Mark	Registered	Registration no.	Date of registration	Classes
Berkshire Coat of Arms	Yes	UK00003465906	09/08/2020	16, 35, 36, 45

Signed by **JONATHAN BRIAN GATER**

for and on behalf of

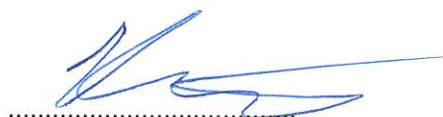
Berkshire Ceremonial Limited

  
Director

Signed by **YURY KRYLOV**

for and on behalf of

Maidenhead Chess Club



**Committee Member duly authorised to  
sign on behalf of the Licensee**