

Notice of Meeting

Cabinet Member for Transport and Environment Decisions

**Date & time**

Wednesday, 13
March 2013 at 2.00
pm

Place

Room G12, County
Hall, Kingston upon
Thames, Surrey KT1
2DN

Contact

Anne Gowing
Room 122, County Hall
Tel 020 8541 9938

Chief Executive

David McNulty

anne.gowing@surreycc.gov.uk

If you would like a copy of this agenda or the attached papers in another format, eg large print or braille, or another language please either call 020 8541 9068, write to Democratic Services, Room 122, County Hall, Penrhyn Road, Kingston upon Thames, Surrey KT1 2DN, Minicom 020 8541 8914, fax 020 8541 9009, or email anne.gowing@surreycc.gov.uk.

This meeting will be held in public. If you would like to attend and you have any special requirements, please contact Anne Gowing on 020 8541 9938

Cabinet Member

John Furey

AGENDA**1 DECLARATIONS OF INTEREST**

To receive any declarations of disclosable pecuniary interests from Members in respect of any item to be considered at the meeting.

Notes:

- In line with the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012, declarations may relate to the interest of the member, or the member's spouse or civil partner, or a person with whom the member is living as husband or wife, or a person with whom the member is living as if they were civil partners and the member is aware they have the interest.
- Members need only disclose interests not currently listed on the Register of Disclosable Pecuniary Interests.
- Members must notify the Monitoring Officer of any interests disclosed at the meeting so they may be added to the Register.
- Members are reminded that they must not participate in any item where they have a disclosable pecuniary interest.

2 PROCEDURAL MATTERS

2a Members' Questions

- (i) The deadline for Member's questions is 12pm four working days before the meeting (*7 March 2013*).

2b Public Questions

The deadline for public questions is seven days before the meeting (*6 March 2013*).

2c Petitions

(Pages 1
- 2)

The deadline for petitions was 14 days before the meeting.

To receive and respond to a petition from Mr Andy Lush in relation to helicopter noise.

This petition had 241 signatures.

3 LICENCING OF THE SURREY HILLS TRADEMARK TO SURREY HILLS ENTERPRISES COMMUNITY INTEREST COMPANY

(Pages 3
- 22)

The Surrey Hills Area of Outstanding Natural Beauty (AONB) Board is seeking a number of innovative ways of promoting the area and generating income to invest in activities in the Surrey Hills.

Surrey Hills Enterprises is a Community Interest Company (CIC) established in 2012 to educate the public and raise awareness of the Surrey Hills and to promote the brand for the Surrey Hills. The CIC is able to trade commercially but has to ensure that all its profits are used for the benefit of the community, in this case for the communities of the Surrey Hills. Creation of the CIC was supported by the Surrey Hills AONB Board with a view to the CIC running events and educational programmes in the Surrey Hills and generating income to be used to fund activities that are identified in the Surrey Hills Management Plan.

The Trademark ("Surrey Hills") is owned by Surrey County Council on behalf of the Surrey Hills AONB Board and therefore to enable the CIC to develop the brand, it needs to be able to use the Trademark. In order to retain control over the Trademark, the County Council proposes to licence the Trademark to the CIC rather than transferring it.

[The decisions on this item may be called in by the Environment and Transport Select Committee]

David McNulty
Chief Executive
Published: 4 March 2013

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CABINET MEMBER FOR TRANSPORT AND ENVIRONMENT

The Petition

To help stop excessive helicopter noise over the county from non essential flights.

Surrey is regularly overflowed by noisy commercial and private helicopters, causing serious environmental health issues. The Civil Aviation Authority will not act. The vast majority of these flights are non-essential leisure and commuting trips. Affected residents in Surrey have had enough. We call on Surrey County Council to raise this issue at the highest level, and insist on protection for its residents from this extremely unpleasant and intrusive noise pollution.

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SURREY COUNTY COUNCIL**CABINET MEMBER FOR TRANSPORT AND ENVIRONMENT****DATE: 13 MARCH 2013****LEAD OFFICER: TREVOR PUGH, STRATEGIC DIRECTOR FOR ENVIRONMENT AND INFRASTRUCTURE****SUBJECT: LICENCING OF THE SURREY HILLS TRADEMARK TO SURREY HILLS ENTERPRISES COMMUNITY INTEREST COMPANY****SUMMARY OF ISSUE:**

The Surrey Hills Area of Outstanding Natural Beauty (AONB) Board is seeking a number of innovative ways of promoting the area and generating income to invest in activities in the Surrey Hills. This includes developing the Surrey Hills Trademark by licensing it to be used by businesses in the Surrey Hills and promoting the brand throughout the County and beyond.

Surrey Hills Enterprises is a Community Interest Company (CIC) established in 2012 to educate the public, raise awareness of the Surrey Hills and to promote the brand for the Surrey Hills. The CIC is able to trade commercially but has to ensure that all its profits are used for the benefit of the community, in this case for the communities of the Surrey Hills. Creation of the CIC was supported by the Surrey Hills AONB Board with a view to the CIC running events and educational programmes in the Surrey Hills and generating income to be used to fund activities that are identified in the Surrey Hills Management Plan.

The Trademark ("Surrey Hills") is owned by Surrey County Council on behalf of the Surrey Hills AONB Board and therefore to enable the CIC to develop the brand, it needs to be able to use the Trademark. In order to retain control over the Trademark, the County Council proposes to licence the Trademark to the CIC rather than transferring it.

RECOMMENDATIONS:

It is recommended that:

1. The Trademark is licensed to Surrey Hills Enterprises to use commercially for an initial period of three years at no cost, to be reviewed at the end of that term.
2. The final wording of the Trademark licence to be agreed by officers and signed off by the Cabinet Member for Transport and Environment
3. The Trademark to be licensed to the CIC once the Head of Legal Services has advised that the CIC is properly established and The AONB Board have approved the licence.

REASON FOR RECOMMENDATIONS:

The Surrey Hills AONB Board and the County Council are keen to see the Surrey Hills Trademark developed into a significant brand for Surrey, to support businesses in the County and to encourage visitors. The CIC has the ability to trade freely and can therefore sub licence the Trademark and generate an income and as the company has a community interest that income has to be used for the purposes set out in the CIC Memorandum and Articles of Association. In addition, the CIC has an asset lock whereby anything transferred into the company has to be retained by the company for the community interest.

This will help develop the Surrey Hills brand, help promote local businesses and allow the income to be used to fund activities in the Surrey Hills that deliver the AONB management plan. The licence will only be for three years initially to see how it works and ensure that all parties are getting the expected benefit from the Trademark.

DETAILS:

1. Background

- 2 The Surrey Hills AONB is a nationally designated landscape with the equivalent landscape status to a National Park. The AONB stretches across the North Downs and Greensand Hills taking in some of the most iconic sites in the County, such as Box Hill and Newlands Corner.
- 3 The production of a management plan for the Surrey Hills AONB is a statutory duty on all first and second tier local authorities covering the AONB. Those authorities are Surrey County Council, Waverley Borough Council, Guildford Borough Council, Mole Valley District Council, Reigate and Banstead Borough Council and Tandridge District Council. These authorities are part of the Joint Committee that steers the work of the staff in the AONB Unit. The AONB unit is currently funded up to 75% of its core costs by Defra with the remainder coming from the local authorities. This funding is under considerable pressure and does not provide enough budget to cover the delivery of the management plan. Delivery is supported by external funding from other organisations.
- 4 Surrey County Council is the host authority for the Surrey Hills AONB Board and as such has legal ownership of the Surrey Hills Trademark on behalf of that Board. The trademark is currently used by the AONB Unit and by the Surrey Hills Society as a means of identifying the link to the Surrey Hills AONB and to promote the area. The Surrey Hills Society is a membership charity established to raise awareness of the Surrey Hills through walks, talks and events and via voluntary activities.
- 5 There are a number of options to exploit the benefit of owning the Trademark. It could be used solely by the AONB Unit and could be licensed to businesses in the Surrey Hills to use. However the ability to make an income from those licences is limited while the County Council is the body issuing the licence because of the limits on the ability of a local authority to trade.
- 6 A further option is to licence the Trademark to a commercial business to then sub licence and the County Council could receive an income in return to cover its costs. This runs the risk of the commercial business using the income it

generates for any use it pleases including absorbing all the income in salaries unless it is limited by its memorandum and articles.

- 7 A further option is to advertise the availability of a licence for the Trademark to see if there is an organisation or company that would take it on and develop the brand. This would need to be a company or organisation that could show they have a particular interest in the Surrey Hills and would invest the profits in activities in the Surrey Hills.
- 8 Following discussions between the AONB Board members it was felt that establishing a company that had specific purposes but was commercially independent would allow the Trademark to be developed and promoted commercially. This structure would also need to allow the net income to be distributed to activities in the Surrey Hills that benefit the communities living and working there via a Fund for example it is proposed to establish a Fund held by Surrey Community Foundation (SCF). SCF holds and manages charitable funds on behalf of a number of organisations and individuals in the County.
- 9 Surrey Hills Enterprises was established as a Community Interest Company limited by shares which ensures that the company works for the interests of the community of the Surrey Hills and all the profit generated has to be used to benefit the Surrey Hills. There are currently two shares in the company, one held by The Birtley House Group Ltd. and the other held on behalf of the AONB Board. The Directors will not be taking salaries and so the profit available to be distributed can be maximised.
- 10 The objects of the company are to carry on activities which benefit the community and in particular (but without limitation):
 - To educate the public and raise awareness of natural beauty having regard to enhancing and conserving natural beauty, and respecting the individual landscape, character and habitats
 - To promote rural enterprise and regeneration
 - To develop an image, and an identity, for the Surrey Hills AONB and develop and support initiatives to encourage economic activity, and improve social or environmental well being, within the Surrey Hills Community
- 11 The company is an independent company which allows it to trade freely and so it could develop the value of the Trademark. The Trademark has the potential to create a significant identity for this part of the County particularly linked to activities in the countryside for local residents and visitors, services provided for visitors in the Surrey Hills and products produced in the Surrey Hills. The company would like to use the trademark commercially to develop it further and build on the existing profile of the brand.
- 12 In order to ensure that any risk linked to licensing the Trademark to the CIC is limited, the Chairman of the AONB Board sits as a director on the CIC and the proposed licence for the Trademark includes a means of monitoring the progress of the Trademark, through the AONB Board, controlling its use and reviewing the licence. In addition, the Head of Legal Services has been asked

to advise the AONB Board on the set up of the CIC: the licence will only be finalised once the appropriateness of that set up has been confirmed. In the meantime it is important to keep the momentum going and get approval for the Trademark to be licensed to the CIC, so that once the final details on the governance are completed the CIC can be given the licence and can be ready to start promoting it.

The Trademark Licence

- 13 A report to the Transport and Environment Select Committee on 19 September 2012 set out the proposal along with a draft trademark licence. Since then discussions between the County Council, on behalf of the AONB Board, and the CIC have continued to refine the details of the licence agreement and agree the governance of the CIC.
- 14 The final draft of the licence is attached as Appendix 1. The licence would:
- Give the CIC non exclusive rights to use the Trademark (to the extent the Trademark is not used for commercial purposes), thus allowing the AONB Unit and the Surrey Hills Society, a charitable company, the right to use the Trademark as well for non-commercial purposes.
 - Give the CIC exclusive rights to use the Trademark for commercial purposes.
 - Allow the CIC to sub licence the Trademark to other companies to use, subject to the CIC agreeing to constantly update the Council on the identities of such sub-licensees and the fees payable by the sub-licensees to the CIC.
 - Allow the charging of a fee by the CIC to sub-licensees to use the Trademark.
 - Result in the Trademark being used in compliance with a set of criteria agreed by the Surrey Hills AONB Board.
 - Result in the licence being initially for 3 years with a review at the end of the third year to agree whether to extend it. This will allow the CIC to demonstrate their effectiveness in promoting the brand and distributing the profits.
 - Result in no fee being charged by the County Council for the licence at this stage but the County Council reserves the right to charge on review
- 15 The CIC has been structured with the assumption it would get a licence to promote the Trademark. The income from that fee will form an important part of their income in the early years and is expected to be one of the main areas of trading in those years. The expected income from the sub licence in 2013/14 is £58,000 and £64,000 in 2014/15. Part of that income will be needed initially to fund the running of the company, however in later years it is expected to generate a surplus that can be invested in the Surrey Hills. The amount available to be distributed is shown in the CIC Business Plan as £41,000 for each of these two years. As outlined above an option being considered is to transfer those funds into a Fund in the Surrey Community Foundation. This would allow those funds to be distributed by a panel

especially set up for the purpose and allow them to attract money from other sources.

CONSULTATION:

- 16 A report on the proposed licensing of the Trademark to the CIC went to the Environment and Transport Select Committee on 19 September 2012. The Committee agreed to recommend to the Cabinet Member that the Trademark is licensed to the CIC.
- 17 Consultation has taken place with the Surrey Hills AONB Board and with the Chairman of the Board of Directors for Surrey Hills Enterprises CIC.

RISK MANAGEMENT AND IMPLICATIONS:

- 18 The main risk is that the Trademark could be misused and result in loss of credibility in the Trademark and loss of reputation. This in turn would then have an adverse effect on the income of the CIC and therefore it is not in their interest to misuse the Trademark or allow it to be misused. The Licence does state that the Trademark has to be used in compliance with a set of criteria set out by the AONB Board. In the event of anything untoward the licence can be terminated. The licence also gives the County Council the ability to charge a fee to the CIC for the licence.
- 19 In addition there is a risk that the CIC may not have any income to invest in the Surrey Hills, because it is all used to cover running costs. In this instance the County Council has only licensed the Trademark for three years and therefore does not have to extend it.

Financial and Value for Money Implications

- 20 There is no direct cost for issuing the licence. The licence to the CIC will however allow the CIC to generate an income that can be used to further promote the licence and invest in activities in the Surrey Hills that implement the Management Plan. If the CIC is successful in promoting the Trademark then it will generate not only an income but also goodwill attached to the trademark. The latter will be owned by the County Council and will help to increase the overall value of the Trademark.

Section 151 Officer Commentary

- 21 The recommendations are not expected to result in additional financial costs or risks falling on the Council, aside from existing employee costs. However as this arrangement has not been subject to market testing, the S151 officer is unable to comment on whether the proposed arrangement represents value for money.

Legal Implications – Monitoring Officer

- 22 The licence has been drafted with the direct input from Legal Services.

Equalities and Diversity

- 23 All businesses within the Surrey Hill territory will have the opportunity to use the Trademark if they fulfil the environmental and sustainability criteria.

WHAT HAPPENS NEXT:

- The Trademark Licence will go to the Surrey Hills Board in March for their final agreement on the wording of the licence and criteria for the use of the Trademark.
- The Trademark licence to the CIC will be finalised and signed in April 2013.
- Use of the licence will be monitored though the Surrey Hills AONB Board at its regular meetings.
- A similar licence will be finalised for the Surrey Hills Society which will not involve subletting the Trademark.

Contact Officer:

Lisa Creaye-Griffin, Group Manager Countryside 020 8541 9404

Consulted:

Surrey Hills AONB Board which includes the partners in the Surrey Hills AONB
Head of Legal and Democratic Services
Tony Orzieri, Financial Services
Cabinet Member for Transport and Environment
Environment and Transport Select Committee
Simon Whalley, Chairman of Directors of the CIC

Annexes:

Annex 1 Final Draft of the Trademark Licence Agreement

Sources/background papers:

- Surrey Hill Trademark Licence Agreement, Report to the Environment and Transport Select Committee 19 September 2012

Appendix 1
The Draft Trademark Licence

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DATED _____ 2013

(1) SURREY COUNTY COUNCIL

(2) SURREY HILLS ENTERPRISES C.I.C.

TRADE MARK LICENCE AGREEMENT

Stevens & Bolton LLP
Wey House
GUILDFORD
GU1 4YD

Ref: TEL.SU.1099.0001
SCC.draft 26.02.13

THIS TRADE MARK LICENCE is dated.....2013

PARTIES

- (1) **SURREY COUNTY COUNCIL** of County Hall, Penrhyn Road, Kingston-Upon-Thames, Surrey, KT1 2DN (the “**Licensor**”); and
- (2) **SURREY HILLS ENTERPRISES C.I.C.** incorporated and registered in England and Wales with company number 8114796 whose registered office is at Birtley House, Bramley, Guildford, Surrey, GU5 0LB (the “**Licensee**”),

each a “**Party**” and together the “**Parties**”.

BACKGROUND

- (A) The Licensee is a Community Interest Company whose objects include: the development of an image and an identity for the Surrey Hills Area of Outstanding Natural Beauty; and to develop and support initiatives to encourage economic activity and improve social or environmental well-being within the Surrey Hills community and its neighbouring counties.
- (B) The Licensor applied for and is the owner of the Mark (as defined below).
- (C) The Licensee wishes to use the Mark in the Territory (as defined below) for the Purpose (as defined below) and the Licensor is willing to grant to the Licensee a licence to use the Mark on the terms and conditions set out in this agreement (the “**Licence Agreement**”).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Licence Agreement.

Effective Date: the date of this Licence Agreement.

Purpose: to use the Mark for activities (including those of a commercial purpose) which benefit the community and in particular to educate the public and raise awareness of natural beauty having regard to enhancing and conserving natural beauty and respecting individual landscape, character and habitats, to promote rural enterprise and regeneration, to develop an image and an identity for the Surrey Hills Area of Outstanding Natural Beauty, to develop and support initiatives, to encourage economic activity and to improve social and environmental well being within the Surrey Hills community and its neighbouring counties, each of which as may be qualified and/or limited by the Management Plan of the Surrey Hills Area of Outstanding Natural Beauty (2008-2014), as may be revised from time to time at the discretion of the Licensor.

Mark: the trade mark set out in Schedule 1.

Territory: the County of Surrey and such other areas as the Licensor agrees upon in writing from time to time.

2. GRANT

2.1 Subject to compliance by the Licensee of each of the terms of the Licence Agreement, the Licensor hereby grants to the Licensee a non-exclusive licence to use the Mark for the Purpose in the Territory and on an exclusive basis only to the extent the Purpose is for a commercial purpose.

2.2 Subject to the provisions of this clause 2, the Licensee shall have the right to sub-licence its rights under this Licence Agreement for such period which will not under any circumstance result in the sub-licence continuing beyond the expiry of this Licence Agreement. The right of the Licensee to sub-licence its rights contained herein shall be conditional upon the Licensee undertaking to deliver to the Licensor in writing on a calendar monthly basis (within 7 days of expiry of the previous calendar month) a comprehensive list of sub-licences which the Licensee has entered into during the previous calendar month, such list to include the full names and addresses of the sub-licensees and the total amount of fees due from each sub-licensee and the nature of business of each sub-licensee. The Licensor may at its discretion, acting reasonably where there is justifiable cause, require the Licensee to terminate any one or more of the sub-licences without penalty on the Licensor and in the event of failure to perform each of the above, the Licensee accepts it shall be in material breach of this Licence Agreement.

2.3 The Licensee undertakes to agree the text of the sub-licence with the Licensor prior to entering into any sub-licence and thereafter undertakes such text will be the same for every sub-licence entered into thereafter.

2.4 It is agreed between the Parties that the Licensor may at any time throughout the term of this Licence Agreement require payment of charges by the Licensee for the use of the Mark at the Licensor's exclusive discretion.

2.5 The Licensee accepts that to the extent the Mark is to be used for a Purpose which is not specifically for a commercial purpose, the Licensor may sub-licence the Mark to other parties (including itself) at its sole discretion.

3. TITLE, GOODWILL AND REGISTRATION

3.1 The Licensee acknowledges that the Licensor is the owner of the Mark.

- 3.2 Any goodwill howsoever arising from the use of the Mark by the Licensee of the Mark shall accrue to the Licensor.
- 3.3 Neither Party shall do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark, or that may invalidate or jeopardise any registration of the Mark.
- 3.4 The Licensor shall at its discretion and at the expense of the Licensee take all reasonable steps to maintain any existing registrations of the Mark and the Licensee shall provide, at the request of the Licensor, all necessary assistance in such maintenance. The Licensor shall provide to the Licensee on request copies of receipts of renewal fees.
- 3.5 The Mark is only to be used in accordance with the criteria contained in Schedule 2 or as otherwise stipulated by the Licensor (acting through the Joint Committee known as the Surrey Hills AONB Board). Breach of this undertaking by the Licensee shall be considered a material breach of this Licence Agreement.

4. RECORDAL OF LICENCE

- 4.1 The Licensee shall, at its own cost and as soon as reasonably practicable, record the licence granted to it in clause 2 in the relevant registries in the Territory against the Mark.
- 4.2 The Licensor shall provide reasonable assistance to enable the Licensee to comply with clause 4.1.

5. PROTECTION OF THE MARK

- 5.1 The Parties shall immediately notify each other in writing giving full particulars if any of the following matters come to their attention:
- (a) any actual, suspected or threatened infringement of the Mark;
 - (b) any actual or threatened claim that the Mark is invalid;
 - (c) any actual or threatened opposition to the Mark;
 - (d) any claim made or threatened that use of the Mark infringes the rights of any third party;
 - (e) any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Licensee under this Licence Agreement; or
 - (f) any other form of attack, charge or claim to which the Mark may be subject.

- 5.2 In respect of any of the matters listed in clause 5.1:
- (a) the Licensor shall, in its absolute discretion, decide what action if any to take;
 - (b) the Licensor shall have exclusive control over, and conduct of, all claims and proceedings;
 - (c) the Licensee shall not make any admissions other than to the Licensor and shall provide the Licensor with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
 - (d) to the extent the Licensee not being responsible, either directly or indirectly, for any of the matters listed in clause 5.1 above happening, the Licensor shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

6. LIABILITY

- 6.1 To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this Licence Agreement.
- 6.2 The Licensee acknowledges and agrees that the exercise of the licence granted to the Licensee under this Licence Agreement is subject to all applicable laws, enactments, regulations and other similar instruments in the Territory, and the Licensee understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

7. ASSIGNMENT AND OTHER DEALINGS

- 7.1 The Licensee shall not sell, transfer, mortgage or otherwise deal with any of its obligations under this Licence Agreement without the prior written consent of the Licensor.

8. DURATION AND TERMINATION

- 8.1 This Licence Agreement shall come into force on the Effective Date and shall remain in force for three years unless terminated in accordance with clause 8.2, or by agreement between the Parties in writing, and may be extended for such period as the Parties may agree in writing.
- 8.2 Without prejudice to any rights that have accrued under this Licence Agreement or any of its rights or remedies, the Licensor may terminate this Licence Agreement immediately by giving written notice to the Licensee if:

- (a) the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (b) the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into, any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over the Licensee;
- (e) a floating charge holder over the assets of the Licensee has become entitled to appoint, or has appointed, an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Licensee or a receiver is appointed over the assets of the Licensee;
- (g) a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 28 days;
- (h) any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(g) (inclusive);
- (i) the Licensee suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (j) the Licensee is in breach of this Licence Agreement.

9. EFFECT OF TERMINATION

9.1 On termination of this Licence Agreement for any reason, and subject to any express provisions set out elsewhere in this Licence Agreement:

- (a) all rights and licences granted pursuant to this Licence Agreement shall cease;
- (b) the Licensee shall cease all use of the Mark save as set out in this clause; and

- (c) the Licensee shall co-operate with the Licensor in the cancellation of any licences registered pursuant to this Licence Agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation.

9.2 The termination of this Licence Agreement, for any reason, shall not affect any provision of this Licence Agreement which is expressed to survive or operate in the event of termination and shall be without prejudice to the provisions of this clause 9 and to any rights of either party which may have accrued by, at or up to the date of such termination.

10. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Licence Agreement.

11. WAIVER

No failure or delay by a party to exercise any of its rights under this Licence Agreement (whether in whole or in part) shall constitute a waiver of that right, or preclude that party from exercising that right in the future.

12. ENTIRE AGREEMENT

12.1 This Licence Agreement and the documents referred to in it constitute the whole agreement between the parties, and supersede all previous agreements between the parties relating to its subject matter.

12.2 Each of the parties acknowledges and agrees that, in entering into this Licence Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this Licence Agreement.

12.3 Nothing in this clause shall limit or exclude any liability for fraud.

13. VARIATION

No variation of this Licence Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. SEVERANCE

14.1 If any court or competent authority finds that any provision of this Licence Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Licence Agreement shall not be affected.

14.2 If any invalid, unenforceable or illegal provision of this Licence Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. COUNTERPARTS

This Licence Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Licence Agreement, but all the counterparts shall together constitute the same agreement.

16. THIRD PARTY RIGHTS

No person other than a party to this Licence Agreement shall have any rights to enforce any term of this Licence Agreement.

17. NO PARTNERSHIP OR AGENCY

Nothing in this Licence Agreement is intended to, or shall be deemed to, establish any legal partnership between the parties, make either party the agent of another party, nor entitle either party to make or enter into any commitments for or on behalf of the other party.

18. FORCE MAJEURE

Neither party shall be in breach of this Licence Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Licence Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 12 months, the party not affected may terminate this Licence Agreement by giving 28 days' written notice to the other party.

19. NOTICES

19.1 Any notice required to be given under this Licence Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below.

- (a) Licensor: the Director of Environment and Infrastructure of Surrey County Council at County Hall, Penrhyn Road, Kingston upon Thames KT1 2DN; and
- (b) Licensee: [NAME OF CONTACT] at [ADDRESS],

or as otherwise specified by the relevant party by notice in writing to each other party.

19.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

19.3 A notice required to be given under this Licence Agreement shall not be validly given if sent by e-mail.

19.4 The provisions of this clause 19 shall not apply to the service of any proceedings or other documents in any legal action.



20. GOVERNING LAW AND JURISDICTION

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

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence Agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed under hand and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Mark

Mark	Number	Territory	Filing Date	Classes
 Surrey Hills  Surrey Hills	2282096	UK	1/10/2001	03, 16, 18, 29, 30, 31, 32, 33, 39, 40, 41, 42, 43, 44

Schedule 2 Criteria for use of the Mark

EXECUTED as a LICENCE)
AGREEMENT by **SURREY COUNTY**)
COUNCIL acting as an authorised)
officer)

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EXECUTED as a LICENCE)
AGREEMENT by **SURREY HILLS**)
ENTERPRISES C.I.C. LIMITED)
acting as an authorised officer)

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