

Dated

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- 1) THE CORNWALL COUNCIL**
and
2) PLYMOUTH CITYBUS LIMITED
(trading as Go Cornwall Bus)

Trade Mark Licence Agreement
Transport for Cornwall

Legal Services
Cornwall Council
New County Hall
Truro
Cornwall TR1 3AY
MH/070853

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THIS AGREEMENT is dated

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PARTIES

- (1) **THE CORNWALL COUNCIL** of New County Hall, Treyew Road, Truro, Cornwall TR1 3AY (the **Licensor**); and
- (2) **PLYMOUTH CITYBUS LIMITED (trading as Go Cornwall Bus)** incorporated and registered in England and Wales with company number 02004966 whose registered office is at 3rd Floor, 41- 51 Grey Street, Newcastle Upon Tyne, Tyne & Wear, NE1 6EE (the **Licensee**).

Each a '**Party**' and together the '**Parties**'.

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) in relation to the Licenced Materials (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.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Agreement	these terms and conditions together with all Schedules and attachments referenced.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Design Guide	the Licensor's conditions with regard to the depiction of the Mark on the Material and the promotional and advertising material for the Licenced Material set out in Error! Reference source not found.
Effective Date	The date of this Agreement.
Group	in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Mark	the trade mark set out in Part 1 of Schedule 2, including the listed registrations and applications and any registrations which may be granted pursuant to those applications and any registrations of any marks listed in Part 1 that may be notified in writing by the Licensor to the Licensee from time to time.
Licenced Materials	the materials appropriate to promote the Mark including (but not limited to) those listed in Schedule 1.
Territory	United Kingdom.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.8 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.9 This Agreement shall be binding on, and ensure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to

any Party shall include that Party's personal representatives, successors and permitted assignees.

- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 Any reference which immediately before Exit Day (as defined in the European Union (Withdrawal) Act 2018 (EUWA)) was a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (EEA) agreement (EU References) which is to form part of domestic law by application of section 3 of the EUWA shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the EUWA as modified by domestic law from time to time.
- 1.13 A reference to **writing** or **written** includes email except where specifically stated otherwise in this Agreement.
- 1.14 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. GRANT

- 2.1 In consideration for the Licensee participating in the Licensor's aim to unify the public transport services under one banner, the Licensor hereby grants to the Licensee a non-exclusive licence to use the Mark on or in relation to the Licenced Materials in the Territory, including in connection with the use, promotion, distribution and/or sale (if applicable) of the Licenced Materials.
- 2.2 The Licensor shall not grant to any third party any licence of the Mark in any part of the Territory in respect of the Licenced Materials on terms which are in any respect more favourable to such third party than the terms of this Agreement are to the Licensee, unless it has first given the Licensee written notice of such proposed licence (though not the identity of the third party) and the option, exercisable within 14 days of such notice, to vary the terms of this Agreement from the date of the grant of such third party licence insofar as, and to the extent only that, such terms are inconsistent with the terms of such third party licence.

- 2.3 The Licensee shall not:
- (a) undertake advertising of Licenced Materials in, or specifically aimed at, any country outside the Territory;
 - (b) establish any branch dealing in, or maintain any distribution depot for, Licenced Materials outside the Territory.

3. APPLICATION OF THE MARK

- 3.1 All Licenced Materials made (or sold (if any)) by the Licensee in the Territory shall carry the Mark. The Licensee shall comply strictly with the directions of the Licensor regarding the form and manner of the application of the Mark.
- 3.2 Not used.
- 3.3 The Licensee may use its trade name on packaging, advertising and promotional Licenced Materials for the Licenced Materials.
- 3.4 The Licensee shall not use in its business any other trade mark confusingly similar to the Mark and shall not use the Mark or any word confusingly similar to the Mark as, or as part of, its corporate or trading name.

4. TITLE, GOODWILL AND REGISTRATIONS

- 4.1 The Licensee acknowledges that the Licensor is the owner of the Mark.
- 4.2 The Licensee shall procure that all Licenced Materials produced by the Licensee and all related specifications and descriptive literature, and all other Licenced Materials carrying the Mark, be marked with:
- "Transport for Cornwall is the registered trade mark of The Cornwall Council."*
- or with any other statement as notified in writing from the Licensor to the Licensee.
- 4.3 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.
- 4.4 The Licensee shall not 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 the Licensor, or that may invalidate or jeopardise any registration of the Mark.
- 4.5 The Licensee shall not apply for, or obtain, registration of the Mark for any goods or services in any country.

- 4.6 The Licensee shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Mark.
- 4.7 The Licensor warrants that it is the owner of the Mark and may, at its discretion, on written notice to the Licensee, delete any of the entries in Schedule 2.
- 4.8 The Licensor shall at its own expense take all reasonable steps to maintain any existing registrations of the Mark and prosecute to registration any pending applications and the Licensee shall provide, at the request of the Licensor and at the Licensee's expense, all necessary assistance in such maintenance and prosecution. The Licensor shall provide to the Licensee on request copies of receipts of renewal fees.

5. QUALITY CONTROL

- 5.1 The Licensee shall comply with the Design Guide specifications, standards and directions relating to the Licenced Materials, including their manufacture, promotion, distribution and sale (if applicable), as notified in writing by the Licensor from time to time.
- 5.2 The Licensee shall, in exercising its right under this Agreement, comply with, and shall ensure that each of the Licenced Materials used or otherwise supplied by the Licensee is compliant with, all applicable laws, regulations, industry standards and codes of practice.
- 5.3 The Licensee shall promptly provide the Licensor with copies of all communications, relating to the Mark or the Licenced Materials, with any regulatory, industry or other authority.
- 5.4 Not used.
- 5.5 The Licensee shall, at its own expense, at least once in every six months and at any time at the Licensor's request, supply a reasonable number of production samples of the Licenced Materials to the Licensor for approval.
- 5.6 In the event that the Licensor rejects any sample, it shall give written notice of such rejection to the Licensee within seven (7) days of receipt by the Licensor of the sample. The Licensee shall immediately cease distribution of such Licenced Materials and shall not recommence distribution until the Licensor confirms in writing that it may do so. In the absence of a written notice of rejection, within 30 days of receipt of a sample, the sample shall be deemed to have been approved by the Licensor.
- 5.7 The Licensee shall not sell, market, distribute or use for any purpose, or permit any third party to sell, market, distribute or use for any

purpose, any Licenced Materials which are rejected by the Licensor pursuant to clause 5.6, or which are damaged or defective.

- 5.8 The Licensee shall, on the Licensor's request, provide the Licensor with details of any complaints it has received relating to the Licenced Materials together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by the Licensor in respect thereof.

6. MARKETING, ADVERTISING AND PROMOTION

- 6.1 The Licensee shall use its best endeavours to promote and expand the use of the Mark on the Licenced Materials throughout the Territory and shall provide such advertising and publicity as may reasonably be expected to bring the Mark to the attention of as many users and potential users of the Licensees services as possible.
- 6.2 The Licensee undertakes to ensure that its advertising, marketing and promotion of Licenced Materials shall in no way reduce or diminish the reputation, image and prestige of the Mark, or of Licenced Materials sold (if any) under or by reference to the Mark (including, without limitation, Licenced Materials) or causes any reputational damage to the Licensor.
- 6.3 The Licensee shall send to the Licensor for its prior written approval, the text and layout of all proposed advertisements and marketing and promotional material relating to Licenced Materials. In the event that the Licensor disapproves of such material (and it may only do so by reference to the proposal not meeting the Design Guide specifications), it shall give written notice of such disapproval to the Licensee within seven (7) days of receipt by the Licensor of the material. The Licensee shall not use any material in the advertising, marketing or promotion of Licenced Materials that has not been approved by the Licensor. In the absence of a written notice of non-approval within 20 days of receipt of such Licenced Materials, the Licenced Materials shall be deemed to have been approved by the Licensor.
- 6.4 The Licensee shall bear the costs of all advertising, marketing and promotion for the use of the Mark on the Licenced Materials on its services in the Territory, unless otherwise agreed with Cornwall Council, (in respect of the use of any agreed overarching promotional material required and paid for by the Council).

7. CONFIDENTIALITY

- 7.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of five years after expiry or termination of this Agreement, disclose to any person any confidential information

concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, nor any of the terms of this Agreement, except as permitted by clause 7.2.

- 7.2 Each Party may disclose the other Party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this Agreement.

8. NOT USED

9. NOT USED

10. PROTECTION OF THE MARK

- 10.1 The Licensee shall immediately notify the Licensor in writing giving full particulars if any of the following matters come to its 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 Agreement; or
 - (f) any other form of attack, charge or claim to which the Mark may be subject.
- 10.2 In respect of any of the matters listed in clause 10.1:
- (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) 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.
- 10.3 Nothing in this Agreement shall constitute any representation or warranty that:
- (a) any registration comprised in the Mark is valid;
 - (b) any application comprised in the Mark shall proceed to grant or, if granted, shall be valid; or
 - (c) the exercise by the Licensee of rights granted under this Agreement will not infringe the rights of any person.

11. LIABILITY, INDEMNITY AND INSURANCE

- 11.1 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 Agreement.
- 11.2 The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including but not limited to 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:
- (a) the Licensee's exercise of its rights granted under this Agreement, including any claim made against the Licensor for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith;
 - (b) the Licensee's breach or negligent performance or non-performance of this Agreement, including any product liability claim relating to Licenced Materials manufactured, supplied or put into use by the Licensee;
 - (c) the enforcement of this Agreement;
 - (d) Any claim made against the Licensor by a third party for death, personal injury or damage to property arising out of or in connection with defective Licenced Materials, to the extent that the defect in the Licenced Materials is attributable to the acts or

omissions of the Licensee, its employees, agents, sub-licensees or subcontractors.

- 11.3 This indemnity shall apply whether or not the Licenser has been negligent or at fault.
- 11.4 If any third party makes a claim, or notifies an intention to make a claim, against the Licenser which may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), the Licenser shall:
- (a) as soon as reasonably practicable, give written notice of the Claim to the Licensee, specifying the nature of the Claim in reasonable detail;
 - (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Licensee (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Licenser may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Licensee, but without obtaining the Licensee's consent) if the Licenser reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
 - (c) give the Licensee access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licenser, so as to enable the Licensee and its professional advisers to examine them and to take copies (at the Licensee's expense) for the purpose of assessing the Claim; and
 - (d) subject to the Licensee providing security to the Licenser to the Licenser's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses that may be incurred, take such action as the Licensee may reasonably request to avoid, dispute, compromise or defend the Claim.
- 11.5 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 Licenser shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licenser in respect of the payment is the same as it would have been were the payment not subject to tax.
- 11.6 The Licensee shall, at its expense, carry product liability and comprehensive general liability insurance coverage of £5,000,000 (five million pounds GBP). The Licensee shall ensure that such insurance policy remains in effect throughout the duration of this

Agreement and for a period of six years after termination or expiry of the Agreement, and shall supply the Licensor with a copy of such policy on request.

- 11.7 Nothing in this clause shall restrict or limit the Licensor's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
- 11.8 Nothing in this Agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.

12. ADDITIONAL LICENSEE OBLIGATIONS

- 12.1 The Licensee shall:
 - (a) ensure that the Licenced Materials are safe for the use for which they were intended;
 - (b) obtain at its own expense all licences, permits and consents necessary (if any) for the provision of the Licenced Materials in the Territory;
 - (c) perform its obligations in connection with the provision of the Licenced Materials with all due skill, care and diligence including good industry practice;
 - (d) only make use of the Mark for the purposes authorised in this Agreement;
 - (e) comply with all regulations and practices in force or use in the Territory to safeguard the Licensor's rights in the Mark.
- 12.2 The Licensee shall not, nor directly or indirectly assist any other person to:
 - (a) use the Mark except as permitted under this Agreement;
 - (b) do or omit to do anything to diminish the rights of the Licensor in the Mark; and
 - (c) use any child labour in the manufacture or distribution of the Licenced Materials, and where third parties are to manufacture or distribute those Licenced Materials the Licensee shall procure from those third parties written confirmation that they shall not use any child labour in the manufacture or distribution of the Licenced Materials.
- 12.3 The Licensee acknowledges and agrees that the exercise of the licence granted to the Licensee under this 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.

13. SUB-LICENSING

- 13.1 The Licensee shall not grant sub-licences under this Agreement.

14. SUBCONTRACTING

- 14.1 The Licensee shall not subcontract the manufacture of the Licenced Materials.

15. ASSIGNMENT AND OTHER DEALINGS

- 15.1 Subject to clause 13 and clause 14, the Licensee shall not assign, transfer, subcontract, or deal in any other manner with any or all of its rights under this Agreement without the prior written consent of the Licensor.
- 15.2 The Licensor may, after having given prior written notice to the Licensee, assign its rights under this Agreement to any person to which it transfers that part of its business to which this Agreement relates, provided that the assignee undertakes in writing to the Licensee to be bound by the Licensor's obligations under this Agreement.
- 15.3 The Licensor may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party, provided that it gives prior written notice of such subcontract or delegation to the Licensee.

16. DURATION AND TERMINATION

- 16.1 This Agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with this clause 16, until 31 March 2025 when it shall expire automatically without notice.
- 16.2 The Licensor shall have the right to terminate this Agreement on giving the Licensee not less than one (1) months' written notice of termination.
- 16.3 Without affecting any other right or remedy available to it, the Licensor may terminate this Agreement with immediate effect by giving written notice to the Licensee if:
- (a) Not used;
 - (b) the Licensee commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (c) the Licensee repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion

that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

- (d) 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 or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986]
- (e) 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 any of its creditors;
- (f) 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 (being a company);
- (g) 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;
- (h) the holder of a qualifying floating charge over the assets of the Licensee (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the Licensee or a receiver is appointed over all or any of the assets of the Licensee;
- (j) the Licensee is the subject of a bankruptcy petition or order;
- (k) 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 21 days;
- (l) 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 (d) to clause (k) (inclusive);
- (m) the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (n) there is a change of control of the Licensee (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- (o) the Licensee challenges the validity of the Mark.

16.4 For the purposes of clause 16.3(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense

of having a serious effect on the benefit which the terminating Party would otherwise derive from:

- (a) a substantial portion of this Agreement; or
- (b) any of the obligations set out in clauses 4, 6 or 11

over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

17. CONSEQUENCES OF TERMINATION

17.1 On expiry or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement:

- (a) all outstanding sums payable (if any) by the Licensee to the Licensor shall immediately become due and payable;
- (b) all rights and licences granted pursuant to this Agreement shall cease;
- (c) the Licensee shall cease all use of the Mark save as set out in this clause including the removal of the Mark from any assets (fixed or otherwise);
- (d) the Licensee shall co-operate with the Licensor in the cancellation of any licences registered pursuant to this Agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation (if any);
- (e) the Licensee shall return promptly to the Licensor at the Licensee's expense all records and copies of promotional material in its possession relating to the Licenced Materials, and of any information of a confidential nature communicated to it by the Licensor, either preparatory to, or as a result of, this Agreement to the extent such material remains confidential; and
- (f) within 60 days after the date of termination the Licensee shall promptly destroy or, if the Licensor shall so elect, deliver to the Licensor or any other person designated by the Licensor, at the Licensee's expense, all Licenced Materials that it has not disposed of within 30 days after the date of termination.

17.2 Not used.

17.3 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.

17.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim

damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

18. FURTHER ASSURANCE

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

19. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. ENTIRE AGREEMENT

- 20.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21. VARIATION

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

22. SEVERANCE

- 22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

- 22.2 If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. COUNTERPARTS

- 23.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 23.2 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

24. THIRD PARTY RIGHTS

- 24.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25. NO PARTNERSHIP OR AGENCY

- 25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 25.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

26. FORCE MAJEURE

- 26.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from acts, events, omissions, happenings or non-happenings beyond a Party's reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Licensee.
- 26.2 In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period

of delay or non-performance continues for 6 months, the Party not affected may terminate this Agreement by giving 30 days' written notice to the affected Party.

27. NOTICES

- 27.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
- 27.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9 a.m. on the 2 Business Day after posting or at the time recorded by the delivery service.
- 27.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 27.4 A notice given under this Agreement is not valid if sent by email.

28. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that the Licensor may have, the Licensee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Licensee. Accordingly, the Licensor shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

29. DISPUTE RESOLUTION

- 29.1 The Parties shall initially attempt to resolve any Disputes by the Parties Representatives negotiating in good faith within ten (10) Working Days.
- 29.2 In the event that the dispute or difference cannot be resolved pursuant to clause 20.1 within ten (10) Working Days of the date of notification of the Dispute the matter shall be referred to the relevant Directors of the Parties who shall work together in good faith to resolve the Dispute within ten (10) Working Days of the meeting at which the Dispute is discussed following referral by the Parties representatives.

- 29.3 In the absence of resolution in accordance with clause 29.1 or 29.2 above the Dispute may be referred by agreement of both Parties to a single mediator to be appointed in accordance with the mediation procedures of the Centre for Effective Dispute Resolution (CEDR) Model Mediation procedure 2001 or such later edition as may be in force from time to time or such other organisation which provides mediation services. The mediator shall be agreed upon by the Parties.
- 29.4 All costs of mediation shall be borne equally by the Parties unless otherwise directed by the mediator.
- 29.5 The submission of a Dispute to mediation by either Party shall not limit the right of either Party to commence any proceedings in any court of competent jurisdiction in England and Wales.

30. GOVERNING LAW

- 30.1 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.

31. JURISDICTION

- 31.1 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.

Signed by **The Cornwall Council**

.....
Authorised Officer

Signed for and on behalf of
Plymouth Citybus Limited
acting through a single director
in the presence of a witness

.....
Director

.....
Witness

Name:.....

Occupation:.....

Address:.....

SCHEDULE 1 - Licenced Materials

The vehicles, tickets, timetables, promotional and advertising material (including digital) on which the Mark is reproduced

- vehicle livery
- roadside infrastructure
- bus station/depot signage
- banners
- tickets (paper/smartcard)
- timetables (printed and electronic)
- clothing/uniforms
- promotional and advertising material (including digital) website and apps
- promotional gifts/giveaways
- stationery

SCHEDULE 2 – Mark**PART 1 - Trade mark(s)**

Transport for Cornwall black and red logo with route

**PART 2 - Registered trade marks and applications**

Country	UK
Mark	Transport for Cornwall Karyans rag Kernow (see attached graphics)
Registered	Yes
Reg. No.	UK00003469654
Date of Reg/n	9 August 2020
Classes	9, 16, 20, 21, 25, 26, 35, 39, 45
Specification	A Mark used to unite public transport services for the public across different providers (Bus/Train etc) offering transport routes in Cornwall.

SCHEDULE 3

Design Guide



TfC Brand
Guidelines Feb2020