

Standard Terms and Conditions

FairLife UK Trademark Licence Agreement

These Standard Terms and Conditions must be read together with the FairLife Trademark Licence Agreement as they form part of the Agreement.

The FairLife trade mark as shown in Part 1 of Schedule 1 is owned by the FairLife Foundation Limited and is licensed through its trading subsidiary FairLife Limited, acting as sub-licensee.

The FairLife Foundation Limited intends to become a registered charity. FairLife Limited is a wholly owned subsidiary of the FairLife Foundation and both companies are registered in England and Wales under registration numbers 09071089 and 08298427 respectively. Contact details for FairLife Limited are shown in the footer of this document.

a) Definitions

The meaning of terms used in this document and the Schedules thereof are as defined in the FairLife Commitment Trademark Licence Agreement.

b) Interpretation

b.1. The headings in this Agreement are inserted only for convenience and shall not affect its construction.

b.2. Where appropriate words denoting a singular number only shall include the plural and vice versa.

b.3. Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended extended or re-enacted.

c) Amendments to the Standard Terms and Conditions

c.1. Amendments made by FairLife Ltd to the Standard Terms and Conditions and Schedules thereof will be incorporated in to the Agreement (a) annually on the anniversary of the Commencement Date or (b) as communicated in writing to the Licensee by FairLife Ltd on the instruction of the Trustees. Amendment as per clause c.1.(b) requires authorisation by a majority of the Trustees.

c.2. Where FairLife Ltd intends to amend the Standard Terms and Conditions and/or the Schedules thereof as per clause c.1.(a) the amendment will be made available on the website of FairLife Ltd 60 days prior to the date of its inclusion (Amendment Date) and a notice will be sent to the Licensee. The Agreement will incorporate the amendment if the term of the licence is extended as per clause 4.2 on a date after the Amendment Date. Where the amendment is as per clause c.1.(b) a notice will be sent to the Licensee confirming the date the amendment will be adopted and will become part of the Agreement.

c.3. If in the opinion of the Trustees a term in the Criteria has become unlawful or undesirable for any reason whatsoever such term may be divisible from the Criteria by FairLife Ltd with immediate effect and shall be deemed to be deleted from this Agreement upon receipt by the Licensee of a written notice (providing always that such deletion does not tighten the Criteria).

d) Post termination provisions

d.1. If the Agreement is terminated as per clause 4.3 both Parties must remove all references conveying the Licensee has the benefit of the Trade Mark on within 30 days unless otherwise agreed

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in writing (not to be unreasonably withheld by the Licensor). For the avoidance of doubt, the Licensee must cease to display to the public all materials (adverts, promotional materials etc) exhibiting the Marks and where relevant must remove the Marks from all documents produced for new business (information, quotes, contracts, agreements).

d.2. Where the Licensee has another licence agreement with FairLife Ltd the requirements of clause d.1. will not apply to Marks covered by that licence.

d.3. Nothing in clause d.1. shall prevent the Licensee from retaining the Marks for legal and compliance purposes and in backups, archives and areas not publically accessible.

d.4. Where copies of the Marks are retained as per clause d.3. the Licensee must ensure customers, employees and the public are not misled into believing the Licensee retains the benefit of the Trade Mark on its future Business. The Licensee is further responsible for ensuring that any retained Marks do not cause a breach of any law, regulation or guidance governing the Licensee's business.

d.5. The Licensee must within two months of completing the changes required by clause d.1. provide FairLife Ltd with documentation signed by a duly authorised representative certifying that the obligation of clause d.1. has been satisfied.

d.6. The provisions of this paragraph d) will survive as necessary to effectuate their purposes and will bind the Parties and their legal representatives, successors and assigns.

e) Restrictions

e.1. The Licensee must not display the Basic Mark unless:

e.1.1.1. all financial products and services referenced (directly or indirectly) by the materials have the benefit of the Trade Mark.

e.1.1.2. permission to display the Basic Mark is granted in clause 2.1 of the Agreement.

e.2. The Licensee must not display the Full Mark unless:

e.2.1.1. all Business referenced (directly or indirectly) by the materials has the benefit of the Trade Mark.

e.2.1.2. permission to display the Full Mark is granted in clause 2.1 of the Agreement.

e.3. The Licensee must not display the Advert on any quotes contracts or agreements for products or services.

e.4. The licence to display the Marks is subject to the Licensee's compliance with the Brand Manual set out in schedule 6 of the Terms and Conditions.

e.5. Use of the Marks by the Licensee shall at all times promote and maintain their distinctiveness, style and reputation as determined by FairLife Ltd and the Licensee shall forthwith upon demand of FairLife Ltd cease any use not consistent therewith unless the Licensee exercises its right of appeal as set out in clause 5.

f) Use of Licensee's Name.

f.1. With the prior written consent of the Licensee, FairLife Ltd and the FairLife Foundation Limited may use the Licensee's trade name within a list of licensees for promotional purposes, including without limitation in periodic press releases and in communications with other existing and prospective holders of a registered trade mark of the FairLife Foundation Limited.

f.2. The permission granted as per clause f.1. may be revoked by the Licensee at any time by giving FairLife Ltd notice in writing.

f.3. FairLife Ltd shall within 60 days of receipt of a notice revoking the permission granted in clause f.1. remove all reference to the Licensee's name from its website and the website of the FairLife Foundation Limited and will instruct that no further printed or written materials be created.

f.4. FairLife Ltd shall within two months of completing the changes required by clause f.3. provide the Licensee with documentation signed by a duly authorised representative certifying that the obligation of clause f.3. has been satisfied.

g) Compliance and policing

g.1. The Licensee's use of the Marks should only imply that Qualifying Business has the benefit of the Trade Mark and the Licensee shall forthwith upon demand of FairLife Ltd cease any use not consistent therewith unless the Licensee exercises its right of appeal as set out in clause 5.

g.2. Any firm granted a licence by FairLife Ltd may be subject to an investigation to assess compliance with this Agreement. The Licensee will on request give to FairLife Ltd or its authorised representative any information as to its use of the Marks which FairLife Ltd may require within 14 days of request and will render any assistance reasonably required by FairLife Ltd in completing an investigation (provided always that such disclosure or assistance contravenes no law, regulation or guideline).

g.3. Where the Licensee breaches one or more Criteria the Licensee agrees to remedy the breach within 14 days of discovery.

g.4. Where the Licensee wishes to be excused from complying with one or more Criteria for a business reason a request must be made in writing to FairLife Ltd. Where the reason is considered valid by FairLife Ltd, FairLife Ltd will seek to accommodate the request with measures being put in place to ensure that no consumers or employees are misled. Where the validity of a reason is disputed the Licensee may appeal to the Licensor and the Trustees as set out in clause 5.

g.5. Where the Licensee is deemed by the Trustees to have wilfully used a Mark in breach of the Criteria, and/or deliberately acted so as to mislead the public, FairLife Ltd shall take necessary steps to protect the Marks, co-ordinate with regulatory authorities and pursue legal remedies, where appropriate to do so.

g.6. For any material issues involving non-compliance with the Criteria a summary of the issue must be sent to FairLife Ltd without delay.

g.7. The Licensee is responsible for ensuring that Marks are not displayed in any manner which breaches any law, regulation or guidance governing the Licensee's business.

h) Ownership of the trade marks

h.1. FairLife Ltd warrants that it has the right to grant licences of the Marks and that it had authority to enter into this Agreement and that it is not aware that the use of the Marks in relation to Business in the Territory infringes the rights of any third party but gives no warranty as to the validity of the registration of the Marks.

h.2. FairLife Ltd shall ensure that all renewal fees necessary to maintain the registration of the registered trade mark as shown in Part 1 of Schedule 1 are paid during the term of this Agreement.

h.3. The Licensee undertakes not to do or permit to be done any act which would or might jeopardise or invalidate the registration of the registered trade mark of the FairLife Foundation Limited or which might prejudice the right or title of the FairLife Foundation Limited to its registered trade mark.

h.4. Nothing in this Agreement will transfer any ownership rights in or goodwill created by the Marks to the Licensee and the Licensee acknowledges that nothing contained in this Agreement shall

give the Licensee any right title or interest in or to the Marks save as granted hereby. FairLife Ltd may at any time call for a confirmatory assignment of that goodwill which the Licensee shall execute.

i) Infringements

i.1. The Licensee shall as soon as it becomes aware thereof give FairLife Ltd in writing full particulars of any use or proposed use by any other person firm or company of a trade name trade mark or get-up of goods or mode of promotion or advertising which amounts or might amount either to infringement of FairLife Ltd's rights in relation to the Marks or to passing-off.

i.2. If the Licensee becomes aware that any other person firm or company alleges that the Marks are invalid or that use of the Marks infringes any rights of another party or that the Marks are otherwise attacked or attackable the Licensee shall immediately give FairLife Ltd full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.

i.3. FairLife Ltd shall have the conduct of all proceedings relating to the Marks and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the Marks or passing-off or any other claim or counter claim brought or threatened in respect of the use or registration of the Marks.

i.4. The Licensee shall not be entitled to bring any action for infringement under s30 of the Trade Marks Act 1994 and FairLife Ltd shall not be obliged to bring or defend any proceedings.

j) Assignment

j.1. FairLife Ltd may assign the benefit and burden of this Agreement to any party and shall use its reasonable endeavours to procure that such assignee (if the Licensee so requires) shall grant a licence direct to the Licensee on the same terms mutatis mutandis as those contained in this Agreement.

j.2. The Licensee shall not assign transfer sub-contract or in any other manner make over the benefit and/or burden of this Agreement without the prior written consent of FairLife Ltd. Consent will not be unreasonably withheld.

j.3. In the event of an assignment this Agreement shall be binding upon such successor or assignee and the name of a Party appearing herein shall be deemed to include the names of any such successor or assignee.

k) Force majeure

k.1. Neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God fire act of government or state war civil commotion insurrection embargo or other cause beyond the control of either Party. If either Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one or more of such causes such Party shall give written notice to the other of such inability stating the cause in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the cause continues to have effect. Forthwith upon the cause ceasing to have effect the Party relying upon it shall give written notice thereof to the other. If the cause continues to have effect for a period of more than 180 days the Party not claiming relief under this clause shall have the right to terminate this Agreement upon giving 30 days written notice of such termination to the other party but such notice shall not take effect if the other Party gives notice within that period that the cause has ceased to prevent the operation of this Agreement.

k.2. No failure or delay on the part of either of the Parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial

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exercise of any right or remedy preclude the further exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

k.3. Each of the Parties shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.

Schedule 1 Basic Mark and Advert

Part 1 Trade marks

Registered trade marks and applications of the FairLife Foundation Ltd

Country	Mark	Registered (Y/N)	Application or registration number	Date of application or registration	Classes	Specification
UK		Y	UK00003002266	26/07/2013	36	Trade mark

Part 2 Basic Mark



Part 3 Advert



Schedule 2 Business definitions

Part 1 Personal Loan Mark

Personal loans being: consumer loans granted for personal use which are unsecured.

Categories excluded: overdrafts
credit cards.

Part 2 Pension Funding Mark

Pension funding being: monetary contributions paid by or on behalf of the employer into the pension plan(s) of its employees allowing the employees to receive benefits in the future and/or upon retirement.

Part 3 Cash ISA Mark

Cash ISAs being: Individual Savings Accounts available to U.K. residents for the purpose of cash saving. This type of account allows individuals to earn tax free interest on their cash savings.

Part 4 Debt Recovery Mark

Debt recovery being: the process of reclaiming money from people who have failed to make payments as per a written agreement, including the buying and selling of consumer debt.

Part 5 Debt Advice Mark

Debt advice being: the activity of giving verbal, written and/or practical help to people in regard of their debt obligations, such as that offered by debt advisory groups and debt management companies.

Schedule 3 Criteria definitions

Part 1 Personal Loan Mark

For loans with the benefit of the Trade Mark the Licensee must not:

1. charge an interest rate greater than the cap set by the UK Government for credit unions, which on December 1st 2014 was 3% per month.
2. leave a permanent record with a credit reference agency that a customer has requested a loan quote
3. use the number of times a customer has requested a loan quote as an input in pricing the loan

Part 2 Pension Funding Mark

To display the Pension Funding Mark the licensee must:

1. pay pension contributions to qualifying employees of at least 5% on all qualifying salary with allowances and definitions as described below:
 - a) Employers use the same definitions and options as auto-enrolment in determining which employees qualify and what defines pensionable salary; contributions are however required on all pensionable salary from the first pound (not the reduced bracket chosen for Auto-enrolment).
 - b) Pension funding payments are required after three months of service in line with auto enrolment.
 - c) Employer pension contributions can be made up of flat payments and/or matching.
 - d) Matching arrangements must be pound-for-pound or better and employees must be made aware that they have to contribute personally to receive this benefit.
 - e) Senior staff who request bespoke pension arrangements may be omitted from the calculation.

Part 3 Cash ISA Mark

For Cash ISAs with the benefit of the Trade Mark the licensee must:

- 1) offer interest rate terms of at least half the best terms offered by the licensee on any comparable Cash ISA product (products are compared by their penalty-free access period: instant access, 1 year, 2 year etc).
- 2) ensure the monies are protected by the deposit class of the Financial Services Compensation Scheme (FSCS)
- 3) place the FairLife Cash ISA Mark on all contracts for qualifying products which will be sold as FairLife Cash ISAs.

As part of the licence agreement providers also agree to send details of relevant interest rates given to customers in the previous twelve months if requested to do so by FairLife Ltd.

Part 4 Debt Recovery Mark

To have the benefit of the Debt Recovery Mark the licensee must:

1. place a FairLife Mark on any written contact with a customer, whether to establish initial engagement, deal with arrears or provide other information. Where this is not possible for practical reasons the communication must state clearly that the firm has a FairLife Mark.
2. ensure customers are informed that they can get free help from a FairLife Debt Advice group and inform the customer that seeking help may:
 - a. enable them to regain control of their finances by finding an appropriate solution
 - b. help them to receive breathing space while free advice is being sought
 - c. reduce the likelihood of legal action being taken against them
3. where the customer has FairLife debt and where the licensee is requested to do so by a FairLife Debt Advisor, or group on the FairLife debt advice register, agree to participate in at least one fifteen minute phone call per calendar quarter about the customer. In addition, the customer has the right to a FairLife phone call direct with the licensee at any time.
4. where the customer has FairLife debt, agree wherever possible to an affordable repayment plan with the customer and not take action against the customer without having conducted an affordability assessment to evidence that the customer has sufficient disposable income or assets, and that the firm has tried to contact the customer to agree an affordable repayment plan.
5. Where the licensee owns customer debt and subsequently opts to sell, out-source or pass on this debt to other organisations the recipient must be informed that the debt is FairLife debt.
6. when passing on or selling customers' debt, and where it is in the customer's best interest, favour companies with a relevant FairLife Mark.

Part 5 Debt Advice Mark

To have the benefit of the Debt Advice Mark the licensee must:

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1. offer debt advice which is free of charge to the underlying client
2. not offer other in-house products or services to the client unless they are also free of charge
3. not be incentivized to recommend or sell the products or services of other providers
4. not demand a FairLife phone call for more than one in ten (ten percent) of the Licensee's client base
5. where practical place the FairLife Debt Advice Mark on their website and on their written communications with clients.
6. where two external providers are equally in the client's best interest in all regards outside of their FairLife status, favour the provider with a relevant FairLife Mark.

Schedule 4 Full Mark(s)

Part 1 Personal Loan Mark



Part 2 Pension Funding Mark



Part 3 Cash ISA Mark



Part 4 Debt Recovery Mark



Part 5 Debt Advice Mark



Schedule 5 Licence fee(s)

Part 1 Personal Loan Mark

Number of paid employees in the UK	Minimum Annual Licence fee
Up to 10	£1
Up to 50	£50
Up to 100	£100
Up to 300	£200
Up to 500	£300
Over 500	£400

Part 2 Pension Funding Mark

Number of paid employees in the UK	Minimum Annual Licence fee
Up to 50	£1
Up to 100	£50
Up to 200	£100
Over 300	£200

Part 3 Cash ISA Mark

Number of paid employees in the UK	Minimum Annual Licence fee
Up to 10	£1
Up to 50	£50
Up to 100	£100
Up to 300	£200
Up to 500	£300
Over 500	£400

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Part 4 Debt Recovery Mark

Number of paid employees in the UK	Minimum Annual Licence fee
Up to 10	£1
Up to 50	£50
Up to 100	£100
Up to 300	£200
Up to 500	£300
Over 500	£400

Part 5 Debt Advice Mark

Number of paid employees in the UK	Minimum Annual Licence fee
Up to 10	£1
Up to 50	£50
Up to 100	£100
Up to 300	£200
Up to 500	£300
Over 500	£400

Schedule 6 Brand Manual

Use of the Trade Mark and Advert

The Basic Mark

The Basic Mark is the principle trade mark of the FairLife Foundation and is only licensed for use as a FairLife Product and Service Mark. The Basic Mark cannot be displayed as a Commitment Mark for promises such as Pension Funding.



The Basic Mark does not clarify the business-type to which it applies and for this reason it may only be displayed where ALL financial products and services associated with it qualify for a FairLife trademark and are covered by a FairLife Commercial Trademark Licence Agreement.

The Full Mark

The Full Mark shows the registered trademark with words to clarify the business-type or commitment to which it applies.

The Full Mark may be displayed where ALL of the business-type or commitment associated with it is covered by a FairLife UK Trademark Licence Agreement.



In the specific instance that a Licensee's organisation comprises both qualifying and non-qualifying business of the same business-type the Licensee must take great care to ensure that the trade mark is only associated with the qualifying business.

The Advert

The FairLife Advert may be displayed on any advertising or promotional materials but may not be displayed on any quote, contract or agreement for products or services.



The Licensee must ensure that the trade mark is only associated with the products, services and/or commitments covered by their FairLife licence(s) and must never imply deliberately that business activities not covered by a FairLife licence agreement have the benefit of the trade mark. A complaints line will be manned by FairLife Ltd throughout the working week for the public to report any concerns. FairLife Ltd will take a realistic approach to complaints from the public. Compliance issues flagged by industry professionals and other companies will be followed up immediately.

Displaying the Trade Mark and Advert

Displaying the Trade Mark and Advert is at the discretion of the Licensee.

If displayed, the Marks should always be displayed in full and should not be incorporated into any business or trading name(s) or any other name, trade mark or logo used in conjunction with your business.



Basic Mark
Black & white
1cm



Basic Mark
Blue tick
1.5cm



Full Mark
Black & White
1.5cm



Full Mark
Blue tick
1cm

JPEG pictures of FairLife Marks are available on request and will be forwarded when FairLife returns an accepted licence agreement.

The Marks can be displayed as black and white; or black and white with a blue tick. If using the blue tick the colour should be solid and as close as possible to RGB colour (R23,G125,B245).

When displaying the Marks on A4 documents we ask that the size of the three loop logo be between 1cm and 1.5cm across. Examples of the trade mark including the two limit sizes are shown above. In all cases the wording should be legible. Examples of the Advert showing the two limit sizes are shown below.



Recommendation

Customers seeking financial products and services will be encouraged by the FairLife Foundation, its Trustees, supporters and underlying charities to look for the trade mark on any quotes, contracts and agreements. These marks will form the basis of FairLife's umbrella of trust. It is therefore recommended that where the license is for commercial products and services the Licensee place either a Full Mark or a Basic Mark on every qualifying quote, contract or agreement for consumer business.

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Schedule 7 Continuing Adherence Statement

To renew FairLife licence agreement(s) please complete this page and return it by post or email to FairLife Ltd:

FairLife Licence Renewals
FairLife Ltd, Unit 40A, The Grove, Hatfield, AL9 7RN
renewals@fairlife.org.uk Tel: 020 366 40377

Licence agreement(s) (e.g. Personal Loan, ISA, pension funding)
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Company (Licensee) wishes to apply for a renewal of its FairLife licence(s) as per the original license agreement(s) or amendments thereof as issued by FairLife Ltd. To the best of my knowledge the Company has satisfied all criteria, terms and conditions of the FairLife licence(s) agreements named above over the last twelve months; or has communicated any material non-compliance to FairLife Ltd. Renewal fees sent or in progress: Y / N	Signed Name Position Date
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FOR USE BY FAIRLIFE LIMITED Licence renewal granted by FairLife Ltd Name Date Supplementary pages attached	Signed Position
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To forward changes in company details as part of the renewal process please use the form below; alternatively changes can be sent by email from any authorised person.

Change of company details

<u>Change of:</u>	
Company Name
Address

<u>Change of:</u>	
Contact Name
Job Title
Email
Telephone

For changes not covered here please forward the additional information to FairLife Ltd:

FairLife Ltd,
Unit 40A
The Grove
Hatfield
AL9 7RN

renewals@fairlife.org.uk

020 366 40377