



1. INTRODUCTION

- 1.1. The Kitemark is a registered trademark and certification mark owned by The British Standards Institution, a company incorporated by Royal Charter, whose principal office is situated at 389 Chiswick High Road, Chiswick, London, W4 4AL ("BSI").
- 1.2. The Kitemark is a certification mark registered under the Trade Marks Act 1994.
- 1.3. The Kitemark, when appearing on or in relation to a Product indicates that BSI independently endorses the claim of conformity with the entirety of the specified Standard or Standards or the applicable part or parts thereof.
- 1.4. The Kitemark can only be used under Licence from BSI, or under Sub-licence from a Licensee, in accordance with these Kitemark Licence Conditions of Contract, which for the avoidance of doubt include the Schedules hereto (the "Conditions").
- 1.5. The Conditions constitute the requirements for use of the Kitemark under Licence or Sub-licence, including legal and financial requirements, what is expected of Applicants, Licensees and Sub-licensees, and what is provided by BSI.
- 1.6. The Conditions form the agreement between BSI and each Applicant and Licensee, and between a Licensee and each Sub-licencee.
- 1.7. Application for a Kitemark Licence should be made on the Application Form to :-
British Standards Institution, Maylands Avenue, Hemel Hempstead, Hertfordshire HP2 4SQ
United Kingdom

2. DEFINITIONS AND INTERPRETATION

For the purposes of these Conditions:

- 2.1. Appeal Panel means a panel established under Clause 10 for the purpose of reviewing a decision of BSI.
- 2.2. Applicant means an individual or body applying for a Licence.
- 2.3. Application Form means the Kitemark Licence application form attached to these Conditions at Schedule 2 including, for the avoidance of doubt, the Company and Product Profile Form attached to it, as may from time to time be updated by BSI.
- 2.4. Assessment means a verification of the effectiveness of the Quality System operated by an Applicant or Licensee through the examination of materials, processes, Products, methods of test, records, systems, services and other activities forming part of its Quality System.
- 2.5. Certification Body Impartiality Committee means the independent Committee which provides BSI with advice and guidance upon product certification matters.
- 2.6. How To Use The Kitemark means the document attached to these Conditions at Schedule 3 which explains how the Kitemark may be used in a variety of circumstances, and which BSI may from time to time update.
- 2.7. ISO 9001 means the British, International and European Standard for Quality Systems, as published by BSI, and revisions thereof as may be made from time to time.
- 2.8. Kitemark means the word and device shown in Schedule 1, registered as a certification mark under the Trade Marks Act 1994 in the United Kingdom of Great Britain and Northern Ireland.
- 2.9. Licence means a form of one of the documents attached at Schedule 4 to these Conditions, as issued from time to time by BSI authorising a named individual or body to use the Kitemark. The Licence lists the Product in relation to which the Kitemark may be used, the Standard with which it conforms and, where appropriate, the marking used by the Licensee on that Product instead of the Licensee's name or Licence number.
- 2.10. Licensee means an Applicant to whom a Kitemark Licence is issued under these Conditions.
- 2.11. Product means the goods, processes or services in relation to which either an application is made to use the Kitemark or, following the issue of a Licence, the Kitemark is used or, following termination of a Licence, the Kitemark was used, as the context so requires.
- 2.12. Product Specification means the design and any other criteria used for the manufacture or delivery of the Product.
- 2.13. Quality Plan means the specific quality practices, resources and sequence of activities relevant to achieving and demonstrating continuing conformity with a particular Standard and which is part of the Quality System of the Licensee or Applicant.
- 2.14. Quality System means the organisational structure, responsibilities, procedures, processes, methods, codes of practice and resources (including the Quality Plan) of the Applicant or Licensee which implements quality management in accordance with ISO 9001 and any other specific requirements or equivalent criterion decided under Clause 5.2.
- 2.15. Registrar means the Intellectual Property Office.
- 2.16. Standard means any specification published by, or publicly available from, BSI or any other publicly available specification having a national recognition that BSI in its discretion decides is suitable for use in association with the Kitemark.
- 2.17. Sub-licence means the document attached at Schedule 5 to these Conditions, as issued from time to time by BSI allowing a Sub-licencee permission to use the Kitemark in its advertising or promotional activities.
- 2.18. Sub-licencee means a third party to which a Sub-licence is issued by a Licensee under these Conditions.
- 2.19. Surveillance means a programme of activity to confirm the Licensee's continuing compliance its Licence and these Conditions, as set out in Clause 5.5.
- 2.20. Type Test/Evaluation means an independent programme of activity of BSI's choice, which may include examination, evaluation and testing of a Product, to determine conformity of the Product with the entirety of the specified Standard or Standards or the applicable part or parts thereof, the results of which are presented in a report.

3. PROPRIETORSHIP AND USE OF THE KITEMARK®

- 3.1. The Licensee acknowledges that BSI is the owner of the Kitemark, and that all rights and benefits generated in the Kitemark shall inure to the benefit of BSI.
- 3.2. The Licensee shall not do anything which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Kitemark except under the Licence, which constitutes its only such right, title or interest.
- 3.3. The Licensee acknowledges that it may only use the Kitemark under Licence from BSI and subject to these Conditions, both of which the Licensee agrees to be bound by.
- 3.4. The Licensee shall not use, alter or modify the Kitemark in any way other than as stipulated in How To Use The Kitemark.
- 3.5. The Licensee shall use the Kitemark, or claim by implication that it is licensed to use it, only in respect of those Products listed in the Licence.
- 3.6. The Licensee shall not use the Kitemark, or make any statement with reference to the Kitemark, that in the opinion of BSI is misleading or could bring BSI into disrepute.
- 3.7. The Licensee shall on request give to BSI any information as to the use of the Kitemark which BSI may require and will render any assistance reasonably required by BSI in maintaining the registration of the Kitemark or in prosecuting any application therefore. At BSI's request, a Licensee shall request of and ensure that any Sub-licencee immediately gives to the Licensee such information and renders to the Licensee such assistance that is necessary to enable the Licensee to fulfil its obligations to BSI under this Clause.
- 3.8. The Licensee shall, as soon as it becomes aware, inform BSI of any third party activity which amounts or may amount to an infringement of BSI's rights in relation to the Kitemark or passing off.
- 3.9. The Licensee shall inform its customers and agents that any modification or alteration to the Product may invalidate the Kitemark, and shall inform BSI of any modification or alteration of the Product as soon as such modification or alteration comes to the Licensee's attention.
- 3.10. The Licensee acknowledges that BSI shall have the conduct of all proceedings relating to the Kitemark, and the Licensee will at the request of BSI give full co-operation to BSI in any action, claim or proceedings brought or threatened in respect of the Kitemark. At BSI's request, a Licensee shall request of and ensure that any Sub-licencee immediately gives to the Licensee such co-operation that is necessary to enable the Licensee to fulfil its obligations to BSI under this Clause.
- 3.11. The Licensee shall not dispose of, sub-licence, assign, transfer or otherwise deal with the Licence or any part of it, nor confer any privileges, benefits or rights (if any) arising therefrom otherwise than in accordance with these Conditions.
- 3.12. The Licensee may allow a third party to use the Kitemark in the third party's advertising or promotion if the Licensee:
 - a) has obtained the prior written approval of BSI;
 - b) has paid to BSI an appropriate Sub-licence fee to be decided by BSI; and
 - c) uses the Sub-licence attached at Schedule 5, a copy of which shall be provided to BSI within 30 days of its execution.For the purposes of this Clause, and for the avoidance of doubt, a third party includes the Licensee's direct customers and agents.
- 3.13. Each of the requirements of Clause 3.12 is a condition of these Conditions, breach of which is deemed to be a fundamental breach of these Conditions entitling BSI to suspend, revoke, reduce the scope of, or refuse to renew or extend the scope of the Licensee's Licence, and is not subject to the Appeals procedure contained in Clause 10.
- 3.14. The Licensee at all times remains responsible for the correct use of the Kitemark by any Sub-licencee.
- 3.15. A Licence is an annual agreement valid from the date it is first issued and automatically renewable on each subsequent 1 May. A Licence shall cease to be valid if it is not renewed by the Licensee in accordance with Clause 6.13, or if it is revoked, not renewed or terminated by BSI in accordance with these Conditions.
- 3.16. If a Licence is terminated pursuant to Clause 3.15, use by the former Licensee of:
 - a. the Kitemark;
 - b. the Kitemark Licence number;
 - c. the Kitemark and ISO 9001 statement set out in How To Use The Kitemark; and
 - d. the meaning of Kitemark certification statement set out in How To Use The Kitemark on the Product and anything related to the Product shall immediately cease. If BSI so requests, this shall include immediate removal or obliteration of the above by the Licensee from the Product and anything related to the Product, and withdrawal of the Product and anything relating to the Product which still bears the above from the market by whatever means, including for the avoidance of doubt by purchasing or re-purchasing it. At BSI's request, former Licensee shall request of and ensure that any Sub-licencee immediately takes the same measures required of the Licensee in this Clause on all advertising and promotional material, in whatever form, necessary to enable the Licensee to fulfil its obligations to BSI under this Clause.
- 3.17. A former Licensee shall advise its staff, customers and any Sub-licencees that it is no longer a Licensee.

4. THE APPLICANT'S OBLIGATIONS

- 4.1. An Applicant agrees and undertakes at all times to comply with these Conditions including, for the avoidance of doubt, all requirements on the Applicant stated in them, and with any decision, direction, requirement or notification given by BSI pursuant to them.



- 4.2. An Applicant shall provide to BSI:
- a completed Application Form including, for the avoidance of doubt, a completed Company and Product Profile Form;
 - the proposals for using the Kitemark including:
 - the format in which it is proposed to display the Kitemark on the Product, and on anything related to the Product; and
 - the procedures and processes within the Quality System for controlling the display of the Kitemark;
 - where applicable, the address required under Clause 12.3;
 - a list of any personal protective equipment required under Clause 7; and
 - such undertakings as BSI may require as a condition of issuing a Licence pursuant to Clause 5.7.
- 4.3. An Applicant shall provide to BSI, at BSI's discretion, any one or any combination of the following:
- either:
- samples of the Product, representative of the Product Specification, as BSI may require for a Type Test/Evaluation, to be delivered to any address prescribed by BSI; or
 - a Type Test/Evaluation report issued by a test laboratory accepted for that purpose by BSI. The report shall be accompanied by a declaration from the Applicant that the samples tested accurately represent normal production under the Quality System and are representative of the Product Specification; or
 - for Products installed/assembled "in-situ", satisfactory access to all those premises and locations in respect of which access is deemed necessary by BSI for carrying out a Type Test/Evaluation. The method of evaluating for conformity will be determined on a case by case basis.
- 4.4. An Applicant shall satisfy BSI, through any of the provisions of Clause 4.3(a), (b) or (c), that the Product conforms to the entirety of the specified Standard or Standards or the applicable part or parts thereof.
- 4.5. An Applicant shall provide to BSI Quality System documentation satisfactory to BSI, in English, in accordance with the requirements decided by BSI under Clause 5.2, including details of the Product Specification;
- 4.6. An Applicant shall give BSI satisfactory access to all those premises and locations in respect of which access is deemed necessary by BSI for carrying out an Assessment.
- 4.7. An Applicant shall satisfy BSI during the Assessment that there is:
- a regular business in the Product;
 - a Quality System which enables the Applicant to produce the Product consistently in compliance with the specified Standard;
 - a satisfactory safety policy which includes arrangements to ensure an Applicant applies the safety requirements of Clause 7;
 - no circumstance known to the Applicant that might be reasonably likely to bring BSI into disrepute (and the Applicant shall notify BSI of any such circumstance as it arises during the course of the Application).
- 4.8. An Applicant shall carry out any actions specified in undertakings given pursuant to Clause 5.7 as soon as possible and in any event within the period specified by BSI. An Applicant shall inform BSI of the effectiveness of the actions taken as BSI may request.
- 4.9. An Applicant shall pay to BSI, at the postal address given in Clause 1.7:
- a non-returnable application fee for managing the application process;
 - fees for Assessment and Type Test/Evaluation; and
 - any other fees or charges payable under these Conditions; and
- The above fees are payable irrespective of whether or not a Licence is issued to the Applicant.
- 4.10. An Applicant shall advise BSI in writing of any change in or additions to:
- the Applicant's name, address or ownership;
 - the effective control of the Applicant;
 - the manufacturing, processing or servicing locations of the Applicant or its sub-contractors;
 - any information that the Applicant is under a duty to supply to BSI under these Conditions; and
 - any other relevant information and/or documentation that BSI reasonably may require.
- 4.11. An Applicant shall complete the application processes, including Assessment and Type Test/Evaluation, within 12 months of BSI receiving the signed Application Form.
- 4.12. If an Applicant does not comply with Clause 4.11 within twelve months of BSI receiving the signed Application Form, the application shall lapse, unless BSI has been previously advised of, and agrees to, an extension of the 12 month period. The Applicant shall inform BSI of anything which may delay the application process. If the application so lapses, the application fee paid pursuant to it shall not be refundable.
- 4.13. If an application lapses, an Applicant may renew it by payment of a further application fee at the discretion of BSI.
- 5.2. BSI shall carry out an Assessment of the Quality System provided by the Applicant under Clause 4, using ISO 9001 or any equivalent criterion it decides is appropriate. BSI shall require all Applicants and Licensees under the same Standard to meet equivalent criteria.
- 5.3. BSI shall carry out a Type Test/Evaluation of the Product submitted under Clause 4 and shall examine the resulting report regarding conformity of the Product with the relevant Standard.
- 5.4. If, as a result of the Assessment and Type Test/Evaluation, BSI is satisfied that the Applicant carries on a regular business in the Product and is capable of consistently producing it in conformity with the entire specified Standard, it shall issue a Licence to the Applicant.
- 5.5. Whilst a Licence is held, BSI shall assess the Licensee's continuing compliance with these Conditions, which may include but is not limited to the following:
- sending representatives to those premises and locations that BSI deems necessary. BSI shall inform the Licensee of the frequency of such visits;
 - selecting samples of the Product from the Licensee's stocks or purchasing samples on the open market, and carrying out a Type Test/Evaluation on them. BSI shall inform the Licensee of the samples required, the inspections to be performed, the method to be used for Type Test/Evaluation, and the results of such Type Test/Evaluation. Where Products are installed/assembled "in-situ", BSI may visit those premises and locations that it deems necessary for carrying out the Type Test/Evaluation; and
 - an Assessment.
- 5.6. BSI shall notify the Licensee of customer complaints relating to the conformity or non-conformity to the Standard of the Product, and may require the Licensee to take corrective action. BSI may require the Licensee to give undertakings as to the corrective action required to be taken.
- 5.7. BSI may require the Applicant or Licensee to give such undertakings as it thinks fit as a condition of issuing or maintaining a Licence.
- 5.8. BSI shall inform the Licensee of changes to:
- the frequency of Surveillance;
 - the method of Surveillance;
 - fees payable under these Conditions (see Clause 8.7);
 - the Standard, and ISO 9001 or the equivalent criterion as decided under Clause 5.2; and
 - these Conditions in accordance with the provisions of Clause 12.
- 5.9. In the event of the changes referred to in Clauses 5.8(d) and 5.8(e), BSI shall decide on and, on giving notice to the Applicant or Licensee that is reasonable in all the circumstances, advise the Applicant or Licensee of the period within which the changes shall be implemented. The same such period shall apply to all Applicants and Licensees who are applying for or hold a Licence in respect of the same Standard.
- Where the Licensee is unable to comply with the period of implementation decided under this Clause, the provisions of Clauses 5.12 and 5.13 shall apply.
- 5.10. BSI shall use all reasonable endeavours to keep confidential and not disclose to any third party information concerning the Applicant or Licensee which is of a confidential nature, unless required to do so by Law.
- 5.11. The manner in which the Kitemark may or may not be represented and the way in which the Licensee uses any description in association with the Kitemark shall be in accordance with the requirements set out in How To Use The Kitemark. BSI may at its sole discretion approve in writing requests from individual Licensees to depart from these requirements where they do not address that Licensee's particular needs.
- 5.12. Where, in BSI's opinion, a Licensee is unable to comply with a requirement of these Conditions which is in BSI's opinion remediable, BSI may require the Licensee to remedy the non-compliance, and pending compliance may require the use of the Kitemark to be temporarily discontinued on the Product or anything related to the Product, which may include:
- the removal of the Kitemark, the Kitemark Licence number, the Kitemark and ISO 9001 statement set out in How To Use The Kitemark, and the meaning of Kitemark certification statement set out in How To Use The Kitemark, from all existing non-conforming Product and anything relating to such Product; and
 - where practicable, withdrawal of such existing non-conforming Product and anything relating to such Product from the market (including by purchasing or re-purchasing it or them).
- Such requirements and the grounds for taking them shall be notified to the Licensee in writing.
- 5.13. The provisions of Clause 5.12 shall continue in operation:
- until the Licensee complies again with these Conditions to the satisfaction of BSI; or
 - pending the result of an appeal under Clause 10; or
 - until any of the provisions of Clauses 5.14-5.17 shall apply.
- 5.14. Where, in BSI's opinion, a Licensee or Applicant fails to comply with a requirement of these Conditions which is in BSI's opinion irremediable, and subject to the provisions of Clause 10, BSI may take such action as it deems appropriate, including:
- revoking the Licence;
 - reducing the scope of the Licence;
 - refusing to issue or renew the Licence;
 - refusing to extend the scope of the Licence; and
 - requiring the Licensee to publish information relating to the failure where a hazard to the users or the public exists. Where such information is not published when requested, BSI reserves the right to publish such information itself and will do so, at the full expense of the Licensee, where it considers there is a risk to the users or the public.



- Such actions, and the grounds for taking them, shall be notified to the Licensee or Applicant in writing.
- 5.15. BSI may revoke, reduce the scope of, refuse to issue or renew, or refuse to extend the scope of a Licence in the event of a Licensee or Applicant:
- having a bankruptcy petition issued against it; or
 - becoming bankrupt or making a composition or arrangement or moratorium with its creditors; or
 - having a petition for winding up or administration order made against it, or a resolution for voluntary winding up passed; or
 - having a Provisional Liquidator, Administrator, Supervisor, Trustee, Receiver or Manager of its business or undertaking duly appointed, or having possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge; or
 - having any cheque or negotiable instrument issued by it dishonoured or any demand for payment served on it under sections 123 or 268 of the Insolvency Act 1986, or any subsequent relevant enactments; or
 - having any conviction for an offence which in the opinion of BSI discredits its reputation and good faith as a trader;
- 5.16. BSI may terminate all Licences for use of the Kitemark in relation to a particular Standard, where certification to that Standard has in BSI's view become inappropriate. In such a case, BSI shall give up to a maximum of 6 months' notice to Licensees of its intention to so terminate such Licences depending on the circumstances of the case. In all cases, Licensees shall be provided with the reasons for the termination.
- 5.17. Any decision of BSI under Clauses 5.15 and 5.16 shall be final and conclusive.
- 5.18. BSI shall issue a new Licence in the event of:
- a change in name, address or ownership of the Licensee; or
 - the relevant Standard being reissued, or its number changed; or
 - a Product being added to or deleted from, the Licence.
- A re-issued Licence shall be subject to these Conditions.

6. LICENSEE'S OBLIGATIONS

- 6.1. A Licensee agrees and undertakes at all times to comply with these Conditions including, for the avoidance of doubt, all requirements of the Licensee stated in them, and with any decision, direction, requirement or notification given by BSI pursuant to them.
- 6.2. A Licensee shall:
- ensure that the Product on or in relation to which the Kitemark is affixed or associated, conforms at all times with the entirety of the specified Standard or Standards or the applicable part or parts thereof;
 - pay the fees due under these Conditions; and
 - provide such undertakings as may be required by BSI under Clauses 5.6 and 5.7.
- 6.3. A Licensee shall maintain a Quality System in accordance with the requirement which BSI has decided under Clause 5.2 is applicable to the Standard. A copy of all or any part of the documented Quality System shall be provided at the request of BSI.
- 6.4. A Licensee shall advise BSI of any intention to vary the Quality System, and of the nature of the variation, and shall confirm that the new Quality System will continue to be in accordance with the requirement which BSI has decided under Clause 5.2. The Licensee shall immediately revert to the Quality System in operation prior to such variation if BSI at any time gives notice that the variation is not acceptable.
- 6.5. A Licensee shall advise BSI of any intention to amend or vary the Product Specification, and of the nature of such amendment or variation, and shall confirm that Products made to the amended Product Specification will continue to conform to the specified Standard. The Licensee shall immediately revert to the Product being produced prior to such variation if BSI at any time gives notice that the variation is not acceptable.
- 6.6. A Licensee shall keep records in accordance with the requirements of the criterion decided upon by BSI under Clause 5.2 and as appropriate to the Product and its business.
- 6.7. A Licensee shall give BSI access during normal working hours to those premises and locations to be assessed under Clause 5.5, such access being for the purpose of, but not limited to, examining design methods, materials, processes, finished articles, installation, assembly, servicing, methods of test, records, systems and services, including the system for dealing with complaints received, sample selection, witnessing tests and inspections. BSI shall give the Licensee reasonable notice of its requirement for access under this Clause.
- 6.8. A Licensee shall ensure the prompt despatch and delivery of any Product sample BSI has selected or identified under Clause 6.7 to be tested for conformity, within dates and to the place specified by BSI. BSI reserves the right to levy an additional charge if the Licensee delivers such Product sample later than the date specified for its delivery by BSI.
- 6.9. On being required to take corrective action under Clause 5.6, a Licensee shall promptly initiate the planning and introduction of all necessary corrective actions to prevent recurrence. A Licensee shall carry out such actions as soon as possible and in any event within the period specified by BSI. A Licensee shall inform BSI of the effectiveness of the corrective action taken as BSI may request.
- 6.10. A Licensee shall carry out any actions specified in undertakings given pursuant to Clause 5.7 as soon as possible and in any event within the period specified by BSI. A Licensee shall inform BSI of the effectiveness of the corrective action taken as BSI may request.

- 6.11. A Licensee shall pay to BSI, at the postal address given in Clause 1.7:
- A management fee, payable on the issue of the Licence, and on each subsequent renewal of the Licence on 1 May, unless BSI is given written notice of the Licensee's intention not to renew the Licence a minimum of 2 months prior to the renewal date of the Licence. In its first year of issue, each Licence is charged pro rata the current annual fee on a monthly basis;
 - a maintenance fee for Assessment and Type Test/Evaluation;
 - a volume based fee calculated, as BSI shall specify, by reference to the quantity or value of the Product manufactured, sold or supplied by the Licensee, which may include an obligation on the Licensee to pay a minimum fee;
 - a Sub-licence fee, pursuant to Clause 3.12(b), comprising a lump sum fee, and a volume based fee where appropriate; and
 - any other fees or charges payable under these Conditions.
- 6.12. A Licensee shall advise BSI in writing of any change in or additions to:
- the Licensee's name, address or ownership;
 - the effective control of the Licensee;
 - the manufacturing, processing or servicing locations of the Licensee or its sub-contractors;
 - any information that the Licensee is under a duty to supply to BSI under these Conditions, including for the avoidance of doubt information given as part of the application process; and
 - any other relevant information and/or documentation that BSI may reasonably require.
- 6.13. A Licensee shall notify BSI in writing of its intention not to renew the Licence in any given year a minimum of 2 months prior to the renewal date of 1 May.

7. SAFETY REQUIREMENTS

- 7.1. Subject to Clause 7.3, an Applicant or Licensee shall notify BSI representatives of any personal protective equipment that they are required to wear during an Assessment, a Type Test/Evaluation of an in-situ Product, Surveillance or any other visit to any premises or site locations of the Applicant or Licensee or any of their sub-contractors.
- 7.2. Subject to Clause 7.3, during the visits specified in Clause 7.1, an Applicant or Licensee shall provide such representatives with the personal protection equipment specified in Clause 7.1, and shall train them in its correct use.
- 7.3. The provisions of Clauses 7.1 and 7.2 shall not apply to safety footwear and safety spectacles.

8. FEES – GENERAL PROVISIONS

- 8.1. Fees other than volume based fees relating to an application or Licence shall be stated in a statement of fees which shall be supplied to an Applicant or Licensee.
- 8.2. Fees for Assessment and Type Test/Evaluation shall be notified to the Applicant or Licensee for its prior agreement. Such fees are not refundable unless work for which the fees are paid is not carried out.
- 8.3. Application fees and pre-licence Assessment and Type Test/Evaluation fees are payable in advance. Volume based fees are payable in accordance with Clause 8.4 below. All other fees shall be payable by the Applicant or Licensee within 30 days of date of invoice.
- 8.4. A volume based fee shall be payable quarterly in arrears. Within 30 days of the end of each quarter, the Licensee shall provide a statement of the quantity of the Product manufactured, sold or supplied to third parties, the price charged, any discounts or other rebates given, a calculation of the volume based fee payable, and a cheque for that fee. The Licensee shall keep separate, detailed, true and accurate books and records of all sales or supplies of the Product to enable BSI to check the accuracy of the information contained in the Licensee's statement, and BSI has the right at any time on reasonable notice to access and inspect all those premises and locations of the Licensee it deems necessary to check such books and records, and may take copies of such books and records. The Licensee shall supply to BSI within 60 days of the end of each four quarterly period a certificate in writing by its auditors certifying the quantity of the Product sold or supplied to third parties during such period, and if the volume based fee payable based on such a certificate falls short of any minimum fee specified by BSI as due for such period, the Licensee shall remit the balance to BSI with the certificate. The rendering of the certificate shall not preclude the right of access and inspection given to BSI in this Clause.
- 8.5. The Applicant or Licensee shall pay any fees relating to the Application or Licence in pounds sterling.
- 8.6. Where the Applicant or Licensee fails to pay any fees relating to the application or Licence, he shall be liable to pay interest at the monthly rate of 2 (two) percentage points over LIBOR (London Inter Bank Offer Rate) on the outstanding fees from the due date. Interest shall accrue on a day to day basis from and including the due date.
- 8.7. Whenever BSI proposes to alter the fees it shall, at least two calendar months before the alteration is due to take effect, send written notification of the alteration to the Applicant or Licensee.
- 8.8. The Applicant or Licensee shall be responsible for all the costs of Product samples, including delivery, return, packaging and transportation costs, customs charges and taxes.
- 8.9. Subject to Clause 8.10, all fees payable under these Conditions are exclusive of VAT, and any VAT shall be payable at the rate in force by the Licensee where appropriate.
- 8.10. The following criteria apply to Applicants and Licensees residing outside the United Kingdom and the European Union:
- Fees quoted by BSI are after deduction of all withholding, sales, local and value added taxes.



- b. The Applicant or Licensee is responsible for:
 - i. payment of all such taxes to the correct authorities at the proper times; and
 - ii. forwarding copies of all tax documentation to BSI.
- c. All fees are to be paid to BSI in pounds sterling. Payment in other currencies may only be made with BSI's express written consent. BSI will not accept any reductions in fees arising from exchange rate differences, bank charges, arrangements for letter-of-credit, guarantees or other charges, other than the normal transaction fees relating to the running of its own banking facilities.

9. INDEMNITIES, INSURANCE AND LIABILITY

- 9.1. The Licensee hereby indemnifies BSI against liabilities to third parties and other costs which BSI may incur as a result of the Licensee's failure to comply with these Conditions and which is not attributable to any negligent act, error or omission on the part of BSI in the discharge of its duties under these Conditions. This condition shall remain binding on the Licensee after any termination of the Licence.
- 9.2. The Licensee hereby indemnifies BSI against any liability arising from intellectual property disputes concerning the Product.
- 9.3. An Applicant or Licensee shall indemnify BSI in respect of any damages which may reasonably be agreed to by, or awarded against, BSI in respect of the death of or injury to the representatives of BSI arising in the course of their conduct of any Assessment or Surveillance of the Applicant or Licensee under these Conditions, except where the damages are agreed to, or awarded in respect of, any liability attributable or attributed to the negligence of BSI, its employees or agents.
- 9.4. An Applicant or Licensee shall effect and maintain third party liability insurance of a type and to a level appropriate to its business operations. Such insurance shall be in the normal form for the risks involved, and include sufficient cover for the obligations under this Licence so as to provide for full indemnity to BSI. As and when reasonably required to do so by BSI, the Applicant or Licensee shall produce documentary evidence that the insurance required by this Clause is properly maintained.
- 9.5. BSI shall indemnify the Licensee against any claim or action that the use of the Kitemark on the Product infringes the intellectual property rights of a third party provided that the Licensee notifies BSI of such a claim or action as soon as reasonably practicable, takes no action that may compromise the defence against such a claim or action, and, on BSI indemnifying the Licensee against all reasonable costs it may incur pursuant to such a claim or action, allow BSI the conduct of negotiation or litigation of such claim.
- 9.6. Except to the extent that such liability may not be excluded at law, and save as expressly provided herein, BSI will not be liable for any direct, indirect or consequential loss or damage howsoever it may arise, including such loss or damage arising out of or in connection with the Applicant's or the Licensee's businesses, the Applicant's application, Licensee's Licence or these Conditions. For the avoidance of doubt, such loss or damage also includes economic loss (including loss of income or profit) arising out of revocation, suspension, reduction in the scope of, or refusal to renew or extend the scope of the Licensee's Licence, or refusal to issue a Licence to the Applicant, or otherwise.
- 9.7. BSI shall have no obligations, duties or liabilities pursuant to or in respect of any Licence issued under these Conditions other than those expressed herein.

10. APPEALS

- 10.1. If an Applicant or Licensee wishes to appeal against or have any decision of BSI reviewed, other than those set out in Clause 10.2, it shall within 30 days of being validly served such a decision, give notice of such an appeal, including the grounds of appeal, in writing to the Risk and Compliance Department of BSI at the address given in Clause 1.7.
- 10.2. An Applicant or Licensee may not appeal to the Appeal Panel:
 - a. in respect of any decision taken by BSI under Clauses 5.15 and 5.16;
 - b. in respect of the method of Type Test/ Evaluation used by BSI; or
 - c. in relation to the applicability of part or parts of a Standard or Standards;
 - d. against the level of fees charged by BSI under these Conditions;
 - e. in relation to any deemed fundamental breach by the Licensee of Clause 3.13.
- 10.3. The Chairman of the Certification Body Impartiality Committee is responsible for appointing the members of the Appeal Panel. The Appeal Panel shall consist of a Chairman and at least two members drawn from the Certification Body Impartiality Committee. None of the Appeal Panel shall have any direct commercial interest in the subject under review.
- 10.4. A meeting of an Appeal Panel, constituted in accordance with Clause 10.3, shall be held within 30 days of receipt of a notice given pursuant to Clause 10.1. The appellant shall be given a minimum of 14 days' notice of the time, date and place of the meeting together with an explanation of the appeal procedure and the names of the Panel members. The appellant may object to the inclusion of any person on the Panel on reasonable grounds given in writing to the Company Secretary of BSI at the address given in Clause 1.7 up to 7 days before the date of the meeting. Where the Chairman of the Product Certification Advisory Council considers that such an objection is on reasonable grounds, he may replace the appointed member of the Appeal Panel with another member in accordance with the provisions of Clause 10.3. The 30 day period for holding a meeting of the Appeal Panel given in this Clause may be extended by the amount of time required to appoint such a replacement member.

- 10.5. The decision of BSI shall remain in force pending any decision of the Appeal Panel. Subject to Clause 13.7, the decision of the majority of the Appeal Panel as declared by its Chairman shall be final and conclusive.

11. REGISTERS

- 11.1. A register of Licensees giving their addresses shall be kept by BSI and shall be open to inspection at reasonable times by the public at The British Standards Institution, 389 Chiswick High Road, Chiswick, London W4 4AL, United Kingdom.
- 11.2. A register of the Standards used in the Kitemark system, and the requirements which BSI has decided under Clause 5.2, shall be maintained by BSI as part of these Conditions. BSI shall inform the Registrar of changes to the register.

12. NOTIFICATIONS

- 12.1. Any decision, requirement or notification under these Conditions shall be given by notice in writing and signed by or on behalf of the party giving it.
- 12.2. A notice may be served to the Applicant or Licensee at the address given on the Application Form, Licence or as otherwise notified, as the case may be, and to BSI at the address given in Clause 1.7.
- 12.3. In the event that the Applicant's or Licensee's address referred to in Clause 12.2 is outside the United Kingdom, then the Applicant or Licensee shall within the whole duration of the Licence notify to BSI an address (and any change therein) within the United Kingdom for service of proceedings or any notice.
- 12.4. Either party may serve a notice on the other:
 - a. by sending it to them by pre-paid first class post at their address for service (see Clauses 12.2 and 12.3); or
 - b. by delivering it personally at their address for service (see Clauses 12.2 and 12.3); or
 - c. by sending it to them by facsimile transmission at their address for service (see Clauses 12.2 and 12.3) if any.
- 12.5. Any notice sent by post shall (unless the contrary is proved) be deemed to have been served forty eight hours from the end of the day of posting, and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted as a pre-paid first class letter.
- 12.6. Any notice sent by facsimile transmission shall (unless the contrary is proved) be deemed to have been served on the expiration of twelve hours after receipt of the same has been automatically acknowledged to the sender, and in proving such notice it shall be sufficient to prove that the facsimile transmission was properly addressed and acknowledged.

13. GENERAL

- 13.1. Words in these Conditions importing the masculine or singular meaning shall, where the context so admits, include the feminine or plural meaning respectively.
- 13.2. The rights of either party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party and no waiver by any party in respect of any breach shall be irreversible.
- 13.3. If any provision of these Conditions is held to be invalid or unenforceable in whole or in part, the unaffected parts of these Conditions shall remain valid.
- 13.4. Neither party shall be in breach of these Conditions if there is any total or partial failure or performance by it of its duties and obligations under these Conditions occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy 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 and the date on which such cause commenced, and the time for the performance of such duties and obligations shall be extended accordingly.
- 13.5. These Conditions may be amended only by BSI with the consent of the Registrar. No such amendments shall affect the right of any Licensee to use the Kitemark until BSI has served it with notice in writing of such amendments (see Clause 5.8(e)). BSI will notify the Licensee of the date by which it must comply with the amended Conditions (see Clause 5.9).
- 13.6. The Licensee understands that conformity with a Standard, as defined in Clause 2.16, and use of the Kitemark, does not confer immunity from legal obligations.
- 13.7. A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 13.8. These Conditions shall be governed by and construed in accordance with English law. In the event of any dispute not resolved under Clause 10, BSI and the Applicant or Licensee shall submit to the exclusive jurisdiction of the English Courts.

SCHEDULES

- Schedule 1: The Kitemark
- Schedule 2: Kitemark Licence Application
- Schedule 3: How to Use the Kitemark
- Schedule 4: Kitemark Licence
- Schedule 5: Kitemark Sub-licence

Schedule 1:

The Kitemark[®]



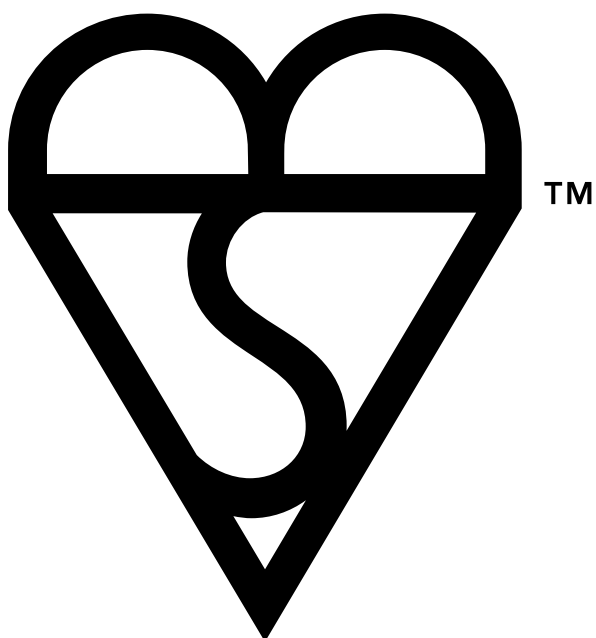
The Kitemark

For the purposes of these Conditions and all other usage of the Kitemark by 3rd parties other than BSI in all forms. The Kitemark shall mean the word Kitemark as well as the Kitemark device as shown below:

The word Kitemark:

Kitemark[™]

The Kitemark device:



Application

Schedule 2:
Kitemark[®] Licence Application



PLEASE COMPLETE IN BLOCK CAPITALS

1 Organization

Name:

Address:

..... Postcode:

Tel: Fax: Email:

Contact

Position

2 Authorized Agent of the applying organization

Name:

Address:

..... Postcode:

Tel: Fax: Email:

Contact

Position

Authority from applying organization attached

3 Invoice Details

Invoice address as 1: as 2:

Alternative address:

..... Postcode:

4 Product/Standard Details

Description of product, process or service:

.....

Specification/Standard Number(s):



Declaration

1. I/We accept all of the duties and obligations of an Applicant contained in the Kitemark Licence Conditions of Contract, as issued from time to time by BSI (the “Conditions”), a copy of which has been supplied to me/us by BSI.
2. I/We agree that if issued with a Kitemark Licence, I/we will accept and fulfil all of the duties and obligations of a Licensee contained in the Conditions and in such Licence.
3. I/We declare that the information we have provided in this Application Form and the accompanying Company and Product Profile Form is true, accurate and correct.
4. I/We have not been refused any certification or had such certification withdrawn by any other body.
5. I/We confirm that the Product submitted for Kitemark certification is compliant with any and all applicable legislation

Authorized signatory *please sign*: Date:

Position:

For and on behalf of:

Please return to the address below:

BSI
Kitemark House
Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 4SQ

T: +44 (0)8450 765600
F: +44 (0)8450 765601
www.Kitemark.com

Kitemark[®] and the Kitemark[®] Logo are registered trademarks of BSI

Schedule 3:

How to use Kitemark®

– a guide for Licensees



What is the Kitemark?

The Kitemark is a registered trade mark and certification mark of the British Standards Institution and has been in operation since 1903. It is a uniquely powerful symbol of trustworthiness and is one of the most respected product quality marks in the world. BSI encourages and promotes the use of the Kitemark in supporting your products and services and to demonstrate your achievement in gaining the prestigious Kitemark Licence. To maintain the reputation, image and value of the Kitemark for all of us, please use it responsibly. Electronic copies of JPEG, EPS and PNG files can be supplied by the marketing department.

Important: Kitemark™ and the Kitemark™ logo are registered trademarks of BSI.

How should the Kitemark logo be used?

Trademark Symbol

- The Kitemark logo must always be shown with the ™ symbol.
- Where the logo is less than 9mm in height the SMALL version file should be used. This contains a larger™ symbol to ensure that it can be read. (see figure 1)
- Where the logo is more than 9mm in height the NORM version file should be used. (see figure 2)

Size:

The Kitemark logo can be produced in whatever size you require so long as it remains in its correct proportions.

Colour:

The colour must be consistent throughout. The Product Standard number and the Kitemark Licence number should be in the same colour as the Kitemark logo.

Associated Wording:

The following wording should be used with the Kitemark logo in all circumstances and written underneath the Kitemark logo as shown (see figure 3):

- The appropriate BS or EN standard number (BS, EN, ISO, PAS xxxxx)
- The Kitemark licence number (KM xxxxx)
- Optional - the name of the licence scheme (i.e. Safety Glass)

Please refer to additional conditions on page 2 for the Child Safety Online scheme.

Scheme Versions:

Some Kitemark schemes have specific Kitemark logo embellishments or descriptions. These should be used with the Kitemark Licence Number as shown (see figure 4). The size and colour rules should be applied.

Modifications:

No modification, stylising or addition to this design is permitted without the prior written authorisation of the Marketing Department at BSI.

Logo Files:

All the Kitemark logos are available on the Kitemark assets CD or can be sent by email.

Using The Logo In Print:

- EPS files of the Kitemark SMALL and NORM in both Black and White are provided as resolution-independent vector files.
- JPEG files of the Kitemark SMALL and NORM are provided in Black at 300ppi.
- JPEG files of the Kitemark LARGE are provided in Black at 300ppi 300mm x 300mm.

How should the Kitemark logo be used?

Figure 1

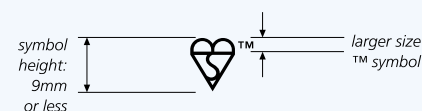


Figure 2

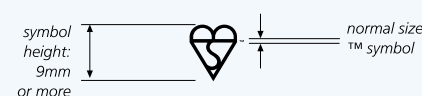


Figure 3



BS XXXXX
KM XXXXX
SAFETY GLASS

Figure 4



KM XXXXX

How to use Kitemark[®] – continued



Using The Logo On-Screen:

- Transparent PNG files of the Kitemark SMALL in both Black and White are provided as 72ppi and transparent PNG files of the Kitemark NORM are supplied in both black and white at 300ppi.
- The ™ symbol for on-screen & online use should be set in Frutiger Roman typeface, no smaller than 9 pixels with the type anti-alias set to NONE.

To maintain the reputation, image and value of the Kitemark for all of us, please use it responsibly.

How should the word Kitemark be used? (see figure 5)

- The word Kitemark is one word and must always be written with a capital K.
- The word Kitemark must always be followed by the ™ symbol when it is used in:
 - a title or heading
 - a sub-heading
 - a Kitemark strapline
- Where possible the word Kitemark should be written in Frutiger 45 light or Arial.
- If the word Kitemark is italicised the ™ must remain non-italicised
- The ™ symbol should be the same size font as the wording.
- The ™ should also be raised (superscripted) so that it sits above the text line. Eg Kitemark™

To do this in:

- **MS Word:** Insert – Symbol – Select ™ symbol – click Insert, then Format – Font – in the effects area check the “superscript”
- **Mac Quark Xpress:** press alt+r keys, apply the Superior style to the symbol [shift command +V] the style Superior should be set to 50% horizontal and 50% vertical scale.

Using the Kitemark Child Safety Online logo

The three elements of the Kitemark logo should be used by organisations who have been awarded a Kitemark licence for Child Safety Online as described below:

Physical packaging:

The Cautionary Notice information must be displayed as follows: *(See figures 6 and 7)*

- Cautionary Notice artwork is provided and must be displayed on the front of the product packaging in the lower right hand corner, no smaller than 65mm in width.
- The “Important Information” notice must be printed within the first 2 pages of the User Manual. The font size for this notice should not be smaller than 6 point.
- The link to the CEOP (Child Exploitation and Online Protection Centre website must be printed in the User manual as follows:

Professional sources of help include the main UK Government website with advice for parents to keep child safe online www.thinkuknow.co.uk/parents/pas74

Electronic & Pre-Installed format:

- Where the product is provided in electronic format or pre-installed on to a computer this cautionary label must be displayed in a pop-up window that is activated when the mouse is clicked on the program desktop icon.
- The “Important Information notice” must be displayed with the “Cautionary Label” within the first 2 screens of the installation wizard program. The text for this notice must appear in a size which can easily be read on screen.
- There must be an “I have read and understood the Important Information & Cautionary Notice” tick box to confirm the installer has read and understood the notice. Proceeding with installation cannot happen without this confirmation.
- For a product that contains multiple elements (e.g. Microsoft XP) the Kitemark roundel logo MUST be shown in direct association with the parental controls page
- A link must be available to the CEOP website (www.thinkuknow.co.uk/parents/pas74)
- Where product is a single screening product (e.g. Cyber Patrol) then the Kitemark roundel logo can be placed on all product specific pages or page sections.

How should the word Kitemark be used?

Figure 5

Kitemark™

Using the Kitemark Child Safety Online logo

Figure 6

Cautionary Notice



WHAT DOES KITEMARK MEAN?

Kitemark means that this product meets the requirements of Publicly Available Specification (PAS) 74 – a specification created to help prevent child access to inappropriate websites.

IMPORTANT NOTICE:

- The nature of this product and application cannot alone guarantee that all inappropriate content will be blocked
- The product can provide an appropriate level of protection ONLY when: installed and configured correctly, kept up-to-date, the administration rights, parental controls and security are correctly set, and it is used as an integral part of responsible parental control and guidance.

Minimum width 65 mm

Figure 7

Important Information Notice



The Kitemark for Child Safety Online aims to help parents protect a child from encountering inappropriate materials on the internet.

The Kitemark indicates that you are getting a product that has been tested to ensure that it meets the minimum performance requirements for access control systems, to provide a consistent level of protection available on the market.

To ensure that your Kitemark certified filtering product is as effective as possible you will need to ensure:

- It is installed and configured correctly.
Note: There are two commonly-used Software Default options for access control:
 - Type A Default all Access Control Settings on
 - or Type B Default Access Control Settings offPlease refer to Manufacturers' Directions
- It is regularly updated
- The administration rights, parental controls and security are correctly set
- It is used as an integral part of responsible parental control and guidance

More detailed guidance and instructions can be found in the product user manuals which have been assessed to ensure that they are clear and easy to follow.

It must be recognized however, that no access control system can be 100% effective at blocking access to inappropriate materials and that, despite rigorous controls, there may still be occasions when inappropriate materials may be assessed. Neither can such a product be wholly effective when used in isolation or outside the UK.

No anti virus and/or antispyware product can take the place of an interested and responsible parent, who warns their child about what the child may see online, sets sensible rules and who encourages the child to talk about anything that troubles him/her. However, a filter can give support to parents and offer a level of control that does not compromise parent-child trust.



Kitemark Child Safety Online Logo

- Where this logo is used your Kitemark licence number (eg: KM 1234) must be displayed underneath the logo as well as the product type (i.e. A or B) (see figure 8).

FAQs about using Kitemark and Logo

Should I always quote the standard number and licence number?

The relevant Product Standard number must always appear on the certified product and/or its packaging underneath the Kitemark logo (see figure 3).

What if my product is not suitable to carry the logo?

Where marking is difficult or impractical due to the size, aesthetics or nature of the product, e.g. bulk fluids, alternative marking arrangements may be discussed and authorised by the Marketing Department at BSI.

What about products not listed in my Kitemark Licence?

The Kitemark may be used by the Licensee and any sub-licensee only in relation to the products listed on the current Kitemark Licence schedule. It signifies certification in relation to the criteria specified in the product standard. Care should be taken to avoid its use in a manner which implies or could imply that other products are certified, e.g. implying that a whole product is certified of which the certified product forms only a part. The method of display of the Kitemark depends on whether the product is sold or supplied under the Licensee's, or someone else's name

Can I use the logo on my promotional items?

The Kitemark may be used upon promotional items such as diaries, pens, keyrings, etc. with the prior written authorisation of the Marketing Communications Manager at BSI and provided the intended use does not imply the item itself is Kitemark certified. The size and colour rules should be applied.

Can I include the logo on my company transport?

The Kitemark may be used upon all forms of transport used by the Licensee in its business, provided such forms bear either the Kitemark Licensee's name or trade name and a brief but clear indication of the product, unless the Licensee's livery or the form of transport makes the nature of the product obvious in BSI's opinion. The Kitemark Licensee is responsible for ensuring the Kitemark is removed from any form of transport when it is no longer used in connection with its business or when the Kitemark licence has expired or terminated for any reason whatsoever. For some schemes a Kitemark swing tag graphic file can be used. Please consult your Kitemark licence contact at BSI.

Are there any formats in which I cannot use the Kitemark logo?

The use of the Kitemark is not permitted as a pattern in soft furnishing fabric, carpets or other floor-covering.

Figure 8



Important Warning

To affix the Kitemark to a product or use it in any other manner without authority from BSI is a criminal offence and may result in a civil claim from BSI. Any illustration, or use of the Kitemark on any product, document or other media in a manner which in the opinion of BSI has the potential to mislead or bring the Kitemark into disrepute is a breach of the Kitemark Licence Conditions of Contract. It is the responsibility of Licensee to correctly use the Kitemark at all times and advise their customers and agents on its correct use and monitor that use in relation to their products. At no time shall a Licensee give the impression that it is a Kitemark approved organisation without official certification from BSI.

In addition, the Licensee is responsible for the following:

- Removal of all Kitemark logo from all situations should the licensee cease to be a Kitemark licence holder.
- Ensure that the Kitemark logo is not mis-used by persons or organisations within their control or employ.
- Ensure that the Kitemark logo is represented fairly amongst other corporate sponsor or partnership logos.

BSI

Kitemark House, Maylands Avenue,
Hemel Hempstead, Hertfordshire HP2 4SQ

T: +44 (0)8450 765600

F: +44 (0)8450 765601

www.Kitemark.com

Kitemark® and the Kitemark® Logo are registered trademarks of BSI

raising standards worldwide™



BSI Group: Standards · Information · Training · Inspection · Testing · Assessment · Certification

BSI Group Headquarters: 389 Chiswick High Road, London W4 4AL Tel: +44 (0)20 8996 9000 The British Standards Institution is incorporated by Royal Charter

PS1233/05/10 Schedule 3 of CP0316 issue 6



Kitemark[®] Licence

No. KM XXXXX

The British Standards Institution hereby grants to:

Client name:
Company address
Company address
Company address
Company address
Company address
Company address

In respect of:

BS XX XXXX
Standard description

This issues the right and licence to use the Kitemark in accordance with the Kitemark Licence Conditions of Contract governing the use of the Kitemark, as may be updated from time to time by The British Standards Institution, and as approved by the Registrar under the Trade Marks Act 1994 (the "Conditions"). All defined terms in this Licence shall have the same meaning as in the Conditions.

The use of the Kitemark is authorized in respect of the Product(s) detailed on this Licence provided at or from the above address.

For and on behalf of The British Standards Institution:

Director, Healthcare & Testing Services

First Issued: **XX XXX XXXX**

Latest Issue: **XX XXX XXXX**



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The British Standards Institution, Kitemark House, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 4SQ, United Kingdom. Tel:+44 (0)8450 765600 Web: www.bsigroup.com/certification. The British Standards Institution Headquarters: 389 Chiswick High Road, London, W4 4AL. Tel:+44 (0)20 8996 9001. The British Standards Institution is incorporated by Royal Charter.



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No. KM XXXXX

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Client name:
Company address
Company address
Company address
Company address
Company address

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Standard description

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Schedule 5:

Kitemark[®] Sub-licence



1. Following written permission from BSI, in accordance with the Kitemark Licence Conditions of Contract, the Licensee hereby grants Sub- licensee the right to use the Kitemark in its advertising and promotional activities.
2. The Sub- licensee acknowledges that BSI is the owner of the Kitemark, and that all rights and benefits generated in the Kitemark shall inure to the benefit of BSI.
3. All expressions, words, definitions and references used in this Sub- licence shall have the same meaning as in the Kitemark Licence Conditions of Contract, as may from time to time be updated by BSI, unless indicated otherwise.
4. The Sub- licensee shall not do anything which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Kitemark except under this Sub- licence. which constitutes its only such right, title or interest.
5. The Sub- licensee shall not use, alter or modify the Kitemark in any way other than as stipulated in 'How To Use The Kitemark'.
6. The Sub- licensee shall use the Kitemark, or claim by implication that it is licensed to use it, only in respect of those Products listed in the Licensee's Licence.
7. The Sub- licensee shall not use the Kitemark, or make any statement with reference to the Kitemark, that in the opinion of BSI or the Licensee is misleading or could bring BSI or the Licensee into disrepute.
8. The Sub- licensee acknowledges that it may only use the Kitemark under Sub- licence from the Licensee and subject to the Kitemark Licence Conditions of Contract as may from time to time be updated by BSI, both of which the Sub- licensee agrees to be bound by.
9. The Sub- licensee shall on request give to the Licensee any information as to the use of the Kitemark which the Licensee may require and will render any assistance reasonably required by the Licensee in assisting BSI to maintain the registration of the Kitemark or in prosecuting any application therefore.
10. The Sub- licensee shall as soon as it becomes aware inform the Licensee of any third party activity which amounts or may amount to an infringement of the Licensee's or BSI's rights in relation to the Kitemark or passing off.
11. The Sub- licensee acknowledges that BSI shall have the conduct of all proceedings relating to the Kitemark, and the Sub- licensee will at the request of the Licensee give full co- operation to the Licensee in assisting BSI in any action, claim or proceedings brought or threatened in respect of the Kitemark.
12. The Sub- licensee shall not dispose of, sub- licence, assign, transfer or otherwise deal with this Sub- licence or any part of it, nor confer any privileges, benefits or rights (if any) arising therefrom.
13. For the avoidance of doubt, the Sub- licence fee payable to BSI by the Licensee in respect of this Sub- licence may include a volume- based fee where appropriate.



14. The Licensee is at all times responsible for advising the Sub- licensee that the Licensee ceases to hold the Licence.

15. This Sub-licence shall terminate automatically and immediately if:

- (a) the Licensee ceases to hold the Licence;
- (b) the Licensee ceases to supply the Product to the Sub- licensee; (c) there is a breach of any of the terms of this Sub-licence.

16. If this Sub-licence is terminated pursuant to Clause 15 of the Sub-licence, use by the Sub- licensee of:

- (a) the Kitemark;
- (b) the Kitemark Licence number;
- (c) the Kitemark and ISO 9000 statement set out in 'How To Use The Kitemark'; and
- (d) the meaning of Kitemark certification statement set out in 'How To Use The Kitemark'

on any advertising and promotional material, in whatever form, shall immediately cease. If the Licensee so requests, this shall include immediate removal or obliteration of the above by the Sub- licensee from such advertising and promotional material, and withdrawal of such advertising and promotional material which still bears the above from the market by whatever means, including for the avoidance of doubt by purchasing or re-purchasing it.

17. This Agreement shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction.

Signed by:

Licensee:

Sub- licensee:

Please return to the address below:

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