

ROYAL ISLE OF WIGHT AGRICULTURAL SOCIETY

Registered Charity Number: 249519
Northwood House,
Ward Avenue,
Cowes,
PO31 8AZ.

RIWAS Wight Marque Application

When completed, this form and any supporting documentation should be sent to:

Royal Isle of Wight Agricultural Society
Northwood House
Ward Avenue
Cowes
Isle of Wight PO31 8AZ

Tel: 0845 226 9098
Email: riwas@naturalenterprise.co.uk

Please read the accompanying Guide to the RIWAS Wight Marque and the attached Licence Agreement before completing this form.

The Wight Marque is operated by Isle of Wight County Show Ltd (a company which is wholly owned by the Royal Isle of Wight Agricultural Society (RIWAS)). The Licence Agreement for the Wight Marque is entered into with Isle of Wight County Show Ltd, and all references in this documentation to RIWAS should, where the context admits, be read as references to Isle of Wight County Show Ltd.

All information on this form and other information provided during your use of the Wight Marque will be treated in the strictest confidence and will be confidential to RIWAS and Isle of Wight County Show Ltd and their advisors.

This Application Form together with the Criteria and the Licence Agreement attached in Schedules 1 and 2 set out the contract between You and Isle of Wight County Show Ltd.

Please answer all questions and use **BLOCK CAPITALS** and black ink for hand-written applications.

If you require any assistance or advice during the completion of this form, please contact RIWAS Office at the above address.

In the case of each application, discretion remains with RIWAS (on behalf of Isle of Wight County Show Ltd) as to whether it, or any product within the application, qualifies for the Wight Marque

PART 1 – YOUR CONTACT DETAILS

Full Name of Applicant (to appear on website and certificate)	
Main contact (if different)	
Title of main contact: (Mr, Mrs etc.)	
Role:	
Correspondence Address:	
Postcode:	
Tel:	
Mobile:	
E-mail:	
Website:	
Legal status: (e.g. company, sole trader, partnership)	
Defra Holding Number: (if applicable)	

In the case of each application, discretion remains with RIWAS (on behalf of Isle of Wight County Show Ltd) as to whether it, or any product within the application, qualifies for the Wight Marque

HDC Registration Number or name of last EHO that visited your premises: (if applicable)	
If you sell or serve RIWAS Wight Marque produce which you have not grown, reared, caught or brewed yourself please list suppliers (min 5 for the Standard or 10 for Gold status) and supply proof of purchase.	

In the case of each application, discretion remains with RIWAS (on behalf of Isle of Wight County Show Ltd) as to whether it, or any product within the application, qualifies for the Wight Marque

PART 2 - YOUR BUSINESS

2.1 Please confirm your current business turnover as shown in your latest set of Annual/Audited Accounts

- | | |
|----------------------|--------------------------|
| £10,000 | <input type="checkbox"/> |
| £10,001 to £100,000 | <input type="checkbox"/> |
| £100,001 to £500,000 | <input type="checkbox"/> |
| £500,001 | <input type="checkbox"/> |

For processors, wholesalers, sellers and other businesses this should be for each establishment/outlet.

2.2 Please summarise the activities of your farm or business* (in approx. 50 words) for use in marketing and advertising e.g. website

* one application per establishment/outlet

2.3 Please tick the boxes for the categories of produce you wish to be licensed to use the RIWAS Wight Marque.

- Isle of Wight Beef
- Isle of Wight Lamb
- Isle of Wight Pork
- Isle of Wight Poultry
- Isle of Wight Milk and Dairy Products
- Isle of Wight Eggs
- Grown produce
 - Outdoor vegetables
 - Fruit crops
 - Protected Cropping
 - Nursery Stock
 - Cut flowers
 - Miscellaneous
- Isle of Wight Game
- Isle of Wight Fish
- Isle of Wight Sea Fish
- Processed products
- Cooked products
- Processed products – not available on IW
- Wholesalers and Retailers
- Hotel, Restaurant, other Hostelrys and Businesses
- Supporting Businesses and Organisations

In the case of each application, discretion remains with RIWAS (on behalf of Isle of Wight County Show Ltd) as to whether it, or any product within the application, qualifies for the Wight Marque

PART 3 – PRIMARY FOOD PRODUCERS – DETAILS OF YOUR BUSINESS

(If you are a processor, wholesaler, seller or other business please go to Part 4)

Please list the specific items that you wish to be licensed to use the RIWAS Wight Marque - see Scheme Criteria (in Schedule 1)

<p><i>Please be as specific as possible e.g. apples, plums, Hereford beef, pork pies, strawberry jam, fresh trout etc. As a primary producer if you cook, process, wholesale or sale any of your own products, please include.</i></p>	
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In the case of each application, discretion remains with RIWAS (on behalf of Isle of Wight County Show Ltd) as to whether it, or any product within the application, qualifies for the Wight Marque

**PART 4 – PROCESSORS, WHOLESALERS, SELLERS OR OTHER BUSINESSES -
DETAILS OF YOUR SUPPLIERS** (If you are a primary food producer please go to Part 5)

If you sell or serve RIWAS Wight Marque produce which you have not grown, reared, caught or brewed yourself please list the relevant products and your suppliers. This should be listed for each specific establishment - see Scheme Criteria in Schedule 1

<p>Standard - min 5 or 51% of your total products</p> <p>Gold - min 10 or 75% of your total products</p> <p>Evidence of supply proof of purchase will be required.</p>	
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PART 5 – DECLARATION AND UNDERTAKING

The Applicant shown in Part 1 must sign the following declaration agreeing, if accepted into the Scheme to abide by the conditions of use of “The RIWAS Wight Marque”.

Failure to comply with this declaration and undertaking, the Licence Agreement and/or any unauthorised use of the Marque may result in termination of use of the Marque and exclusion from the Scheme.

The Applicant declares and undertakes as follows:

1. All my/our produce specified in Part 3 and which will carry the Marque, is either grown, reared, caught, brewed or processed on the Isle of Wight (for Primary Food Producers) ; or
A minimum of 5 or 51% of total products (Standard) or 10 or 75% of total products (Gold) of my suppliers are members of the RIWAS Wight Marque Scheme (for Processors, Wholesalers, Sellers or other Businesses).
2. I/we will ensure that all produce that has been awarded the Marque shall be clearly labelled with the Marque and segregated from other produce.
3. As a producer/business, I/we operate in accordance with Trading Standards, Environmental Health, Animal Welfare Standards, and any other relevant UK and European licensing and legislation.
4. I/we understand that acceptance into the Scheme is subject to an initial and periodic visits to my/our farm/business by a representative or appointee of Isle of Wight County Show Ltd.
5. I/we acknowledge that an annual fee will be charged according to turnover as specified out in the Marque guide, and this fee will be paid promptly by me/us.
6. I/we must not provide untrue or misleading information to Isle of Wight County Show Ltd.
7. I/we will ensure that the products carrying the Marque will conform to the Criteria at all times.
8. As a user of the Marque, I/we will immediately inform Isle of Wight County Show Ltd or its advisors if I/we are unable to meet any of the above conditions at any time.
9. I/we recognise that there may be instances where determination of acceptance of product(s) into the Scheme is complex or controversial. I/we understand that any acceptance into the Scheme (whether of our products or those of third parties) is at the absolute discretion of RIWAS and Isle of Wight County Show Ltd Ltd and that any decision of RIWAS and Isle of Wight County Show Ltd is final.
10. I/we agree to immediately withdraw my/our produce from the Scheme if required to do so by Isle of Wight County Show Ltd.
11. I/we acknowledge that once accepted by Isle of Wight County Show Ltd, this Application form together with the attached Criteria, the non-exclusive Licence Agreement, the Certificate and all the appendices thereto, form the entire Agreement between Isle of Wight County Show Ltd and I/we accept all the terms thereof.
12. I/we declare that I/we have read the above and fully understand the above declaration and the attached Criteria and the Licence Agreement and, if accepted, we will perform and abide by all terms and conditions of the entire Agreement at all times.

In the case of each application, discretion remains with RIWAS (on behalf of Isle of Wight County Show Ltd) as to whether it, or any product within the application, qualifies for the Wight Marque

Signed by the Applicant: (if the Applicant is a limited company, by two directors, or a director and the company secretary):	First Signatory: _____ _____ PRINT NAME Second Signatory(if applicable): _____ _____ PRINT NAME
Date:	

You are reminded that if, at any time, you knowingly or wilfully make a false statement for yourself or anybody else we hold the right to exclude you from the Scheme.

FOR RIWAS USE ONLY

Application approved by: Signature: Date:	Position:
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SCHEDULE 1 – Scheme Criteria

PLEASE NOTE:

It is the intention of Isle of Wight County Show Ltd to require full adherence to the Scheme Criteria. Isle of Wight County Show Ltd's decision as to whether an application, or any product within an application, qualifies for the Wight Marque shall be final.

The stated aim of RIWAS in supporting the Wight Marque, and in its launch and operation by Isle of Wight County Show Ltd, is to encourage local producers and businesses supporting those producers. If therefore there are products or businesses that strive to support local provenance but do not satisfy specific Scheme Criteria, the application will be objectively assessed to see if it can be included within the Scheme.

RIWAS will have a sub-committee of its Executive to consider any applications that are in question and that are referred to it by Isle of Wight County Show Ltd. The RIWAS sub-committee will be responsible for adjudicating on any specific Criteria issues or concerns to ensure the spirit and rules of the Marque are maintained at all times and it will have discretion to approve an application/product or not, and set any additional requirements that will be required in respect of that application/product.

All produce must be grown, reared, caught, brewed and/or processed on the Isle of Wight (IOW) in accordance with the Scheme's rules and Criteria.

Membership of the Marque will be subject to regular audit visits. It is currently anticipated that such visits will take place at least annually, but we may require additional and/or more frequent audits at our reasonable discretion.

All producers/businesses must operate in accordance with Trading Standards, Environmental Health, Animal Welfare Standards, and any other relevant UK and European licensing and legislation (for the avoidance of doubt, as such standards, rules, licensing and legislation is updated or amended from time to time).

Unprocessed Products

All Livestock Produce shall at all times comply with the requirements of the Code of Recommendations for the Welfare of Livestock (the "Code") under the Farmed Animals (England) Regulations 2000 ("the Regulations") and in particular:

All animals should be subject to good husbandry and welfare at all times.

Diets should contain only products which are permitted by law to be fed to livestock and should be free from contamination.

All Animals should be treated and handled in such a way as to avoid injury and minimise stress.

All animals must be transported in a way which meets the requirements of current legislation.

All farm movement records, as required by legislation, must be kept up to date. Where livestock is not subject to this legislation (e.g. poultry), their movements must still be traceable.

All animals should have access to sufficient clean water at all times.

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Withdrawal periods for veterinary medicines must be strictly adhered to and the Applicant shall maintain records of any drugs that are given to their Livestock.

The Applicant shall have a named veterinary practice and if required by the Licensor, the Applicant shall give the Licensor details of any such veterinary practice and in particular those that have prescribed drugs for their Livestock.

These best practice guidelines relate to laws on Farm Animal Welfare.

Detailed guidance can be found in the Welfare of Farmed Animals (England) Regulations 2000 of Codes of Recommendations for the Welfare of Livestock.

Free copies can be obtained from:

DEFRA Publications, ADMAL 6000, LONDON, SW1A 2XX. Tel 08459 556000

Where applicable, the Applicant shall maintain movements and feed records and allow the Licensor or its representative to check any such records (or other relevant records) to ensure compliance with these Criteria.

Specified Products

Criteria	
Covers all raw food products from a single species/crop	
Isle of Wight Beef Cattle should be fed a minimum of 80% IOW produced fodder, and grazed on the island for at least the last 6 months of its life and owned by a current RIWAS Marque Member.	<i>Your movement records may be checked to provide proof that your cattle have been grazed on the island for at least the last 6 months of its life. Your feed records may be checked to ensure that 80% (volume) of fodder is produced on the IOW.</i>
Isle of Wight Lamb Lambs should be fed a minimum of 80% IOW produced fodder, and grazed on the island for at least the last half of their lives and owned by a current RIWAS Marque Member.	<i>Your movement records may be checked to provide proof that your sheep have been grazed on the IOW for at least the last half of their lives. Your feed records may be checked to ensure that 80% (volume) of fodder is produced on the IOW.</i>
Isle of Wight Pork Pigs must have spent at least the last half of their lives on the IOW and be owned by a current RIWAS Marque Member. Whenever possible pigs should be fed on a locally sourced diet.	<i>You movement records may be checked to provide proof that your pigs have spent at least the last half of their lives on the IOW. You may be asked to demonstrate that you have, wherever possible, fed a locally sourced diet</i>
Isle of Wight Poultry Birds must have spent at least the last half of their lives on the IOW and be owned by a current RIWAS Marque Member. Whenever possible birds should be fed on a locally sourced diet.	<i>Your movement records may be checked to provide proof that your birds have spent at least the last half of their lives on the IOW. You may be asked to demonstrate that you have, wherever possible, fed a locally sourced diet</i>

In the case of each application, discretion remains with RIWAS (on behalf of Isle of Wight County Show Ltd) as to whether it, or any product within the application, qualifies for the Wight Marque

<p>Isle of Wight Milk and Dairy Products Milk to be produced and processed on the IOW.</p> <p>Dairy products e.g. cheese, yoghurt, ice cream etc. to be processed on the IOW and consist of a minimum of 75% (volume) of produce from a current RIWAS Marque Member.</p>	<p><i>You may be asked to demonstrate that the milk used has been sourced from an island dairy herd.</i></p>
<p>Isle of Wight Eggs Must be laid on the Island.</p>	<p><i>You may be asked to demonstrate that the eggs used have been sourced from an island farm.</i></p>
<p>Isle of Wight Grown Crops - including trees and the produce falling in the following sub-categories:</p> <p>Outdoor Vegetables - Field scale and or market garden grown, including vegetable plants</p> <p>Fruit crops - Soft and top fruit, including rhubarb.</p> <p>Protected cropping - Tunnels and glass houses e.g. tomatoes, peppers and strawberries</p> <p>Nursery Stock - Annuals and perennials, including bedding plants, trees, bulbs and vegetable plants.</p> <p>Cut flowers -Indoor and outdoor produced.</p> <p>Miscellaneous - Holly, mistletoe, hops and wheat sheaves.</p>	<p><i>All grown produce must spend a minimum of 75% of its growing life on the IOW and be owned by a current RIWAS Wight Marque Member. Plugs that have been brought in must have traceability. You shall maintain documentation proving that the Produce was grown on the Island and on request, you shall allow the examination of such records.</i></p>
<p>Isle of Wight Game Game must be shot or caught on the IOW by an authorised person.</p>	<p><i>An authorised person must have the permission of the landowner to hunt and they must carry all the necessary licence(s) and permissions at any one time.</i></p>
<p>Isle of Wight Fish Fish must be caught on the IOW by an authorised person. Farmed fish must be covered by a quality assurance Scheme.</p>	<p><i>An authorised person must have the permission of the landowner to fish and they must carry all the necessary licence(s) and permissions at any one time.</i></p>
<p>Isle of Wight Sea Fish Fish must be caught by vessels, registered or based in IOW harbours. All fish must be landed on the IOW.</p>	<p><i>You may be asked to demonstrate that fish has been caught and landed on the island. You must have relevant Harbour Authority permission to land the catch, and carry all necessary licence(s)& permissions.</i></p>

In the case of each application, discretion remains with RIWAS (on behalf of Isle of Wight County Show Ltd) as to whether it, or any product within the application, qualifies for the Wight Marque

Processed Products

Criteria	
<p>Processed products Processed products must contain a minimum of 51% of product that has come from a RIWAS Marque member e.g. honey, sausages, hamburgers etc. Marque ingredients to be highlighted on labels and/or packaging</p>	<p><i>To be eligible suppliers must be current RIWAS Wight Marque members and produce sold must be clearly identified. Invoices and receipts of produce purchased may be checked. 51% shall mean by either weight or volume, whichever is the lower.</i></p>
<p>Cooked products Cooked products must contain a minimum of 51% of product that has come from a RIWAS Marque member e.g. pies, cakes etc. Marque ingredients to be highlighted on labels and/or packaging</p>	<p><i>To be eligible suppliers must be current RIWAS Wight Marque members and produce sold must be clearly identified. Invoices and receipts of produce purchased may be checked. 51% shall mean by either weight or volume, whichever is the lower.</i></p>
<p>Processed products – ingredients not available to be sourced on the Island Processed products where the main ingredient is not grown, reared or commercially available on the island must be 100% processed on the island e.g. coffee, beer etc.</p>	<p><i>Availability will be assessed by RIWAS. Evidence of island processing will be sought and that those ingredients that are available on the Island are sourced on it.</i></p>

Wholesalers and Retailers

Criteria	
<p>To become a wholesale or retail member you must carry a minimum number of RIWAS Marque suppliers and/or products or a minimum % of your total products should be RIWAS Marque products.</p> <p>Two standards:</p> <p>Gold – to carry a minimum of 10 RIWAS Marque suppliers and/or products, or 75% of your total products should be RIWAS Marque products.</p> <p>Standard - carry a minimum of 5 RIWAS Marque suppliers and/or products, or 51% of your total products should be RIWAS Marque products.</p> <p>Marque suppliers/products to be profiled.</p>	<p><i>To be eligible suppliers must be current RIWAS Wight Marque members and produce sold must be clearly identified. Invoices, receipts or equivalent of produce purchased may be checked.</i></p>

In the case of each application, discretion remains with RIWAS (on behalf of Isle of Wight County Show Ltd) as to whether it, or any product within the application, qualifies for the Wight Marque

Hotel, Restaurants, Other Hostelries and Businesses

Criteria	
<p>If you wish to become a seller member you must use a minimum number of RIWAS Marque Suppliers and/or products or a minimum % of your menu must consist of RIWAS Marque products.</p> <p>Two standards:</p> <p>Gold – to sell a minimum of 10 RIWAS Marque products, or 75% of your menu should be RIWAS Marque products.</p> <p>Standard – to sell a minimum of 5 RIWAS Marque products, or 51% of your menu should be RIWAS Marque products.</p> <p>Marque suppliers/products to be profiled.</p>	<p><i>To be eligible suppliers must be current RIWAS Wight Marque members and produce sold must be clearly identified.</i></p> <p><i>Invoices, receipts or equivalent of produce purchased may be checked.</i></p>

Supporting Businesses and Organisations

Criteria	Guidance
<p>Any non-food related business and organisation who wish to support the Marque.</p>	<p>Subject to an approved application at the discretion of the Licensor.</p>

SCHEDULE 2: THE NON-EXCLUSIVE LICENCE AGREEMENT

BETWEEN:

1. Isle of Wight County Show Limited whose registered office is at Northwood House, Ward Avenue, Cowes ('the Licensor'); and
2. THE APPLICANT defined in Part 1 of the Application Form.

WHEREAS:

- A. THE LICENSOR operates the "Marque" as a scheme for the promotion of agricultural goods and services originating from the Isle of Wight and meeting with

the quality standards specified in the Criteria ("the Scheme").

- B. THE APPLICANT is a producer or business based on the Isle of Wight and wishes to exploit the goodwill attaching to the Marque by selling his products or services under the Marque and as a licensee under the Scheme.
- C. THE MARQUE as referred to and as attached at Schedule 3

IT IS AGREED as follows:

1. Definitions

In this Agreement the following terms shall have the following meanings:

In the case of each application, discretion remains with RIWAS (on behalf of Isle of Wight County Show Ltd) as to whether it, or any product within the application, qualifies for the Wight Marque

'Agreement' means the agreement between the Applicant and the Licensor comprising of this Licence, the Application Form, the Criteria and any appendices thereto.

'Approved Materials' means the marketing and packaging materials provided by the Licensor, whether physical or electronic.

'Certificate' means the certificate issued by the Licensor to the Applicant in respect of the Products on the Applicant's acceptance to the Scheme

'Criteria' means the criteria for the products or services to be eligible to participate in the Scheme as is set out in Schedule 1 to the Application Form (as that Criteria may be varied by the Licensor from time to time).

'Intellectual Property' means the Marque and all and any goodwill attached to the Marque, the Scheme, and all copyrights/designs and unregistered rights in the Marque as referred to in Schedule 3

'Marque' means the unregistered mark which is owned by the Licensor, and is licensed by it to third parties to identify participants in the Scheme as attached in Schedule 3 (or as such mark may be varied by the Licensor from time to time)

'Notice' means notice in writing served in accordance with the provisions of clause 21

'Products' means the Produce (as is defined in the Criteria) and that are listed in the Certificate in respect of which the Applicant has applied to be eligible to use the Marque and in respect of which the Licensor has granted the Licence

'Services' means the business activities of the Applicant that are in compliance with the Criteria and that are listed in the Certificate in respect of which the Applicant has applied to be eligible to use the Marque and in respect of which the Licensor has granted the Licence

'Licence Fee' means the annual payment to be made to the Licensor by the Applicant under clause 6.

2. General

- (a) The Licensor is the sole owner of the Intellectual Property
- (b) The Licensor has the right to grant licences of the Intellectual Property
- (c) The Applicant has requested a licence to use the Intellectual Property in respect of the Products
- (d) The Licensor has agreed to grant such a licence to the Applicant on the terms set out in this Agreement

3. Grant

In consideration of the obligations undertaken by the Applicant under this Agreement and the Licence Fee the Licensor grants, on the issue of the Certificate by the Licensor to the Applicant, to the Applicant a non-exclusive licence to use the Marque to manufacture distribute and market the Products or Services in accordance with the Criteria and any instructions given or approved by the Licensor under the terms of the Agreement.

The grant of the Licence is conditional upon the Products or Services being in conformance with the Criteria (as the Criteria may be varied by the Licensor from time to time).

The grant of a Licence shall be at the absolute discretion of the Licensor, who will not be obliged to give any reasons for any refusal of a licence and may grant the licence only in respect of some of the Products or Services for which the Applicant has applied for the licence.

4. Reservation

The Licensor hereby expressly reserves the right to grant licences of the Intellectual Property to any number of other licensees.

5. Term

- (a) This Agreement shall extend for an initial period from the date of the Certificate to 31st December in the same year.
- (b) Provided that neither party has terminated the Agreement under the provisions of clause 13 below, at the end of the initial and subsequent terms, it shall be automatically renewed for a further period of 12 months.

6. Licence Fee

- (a) In consideration of the rights granted by the Licensor on the signing of this Agreement and on commencement of every further period, the Applicant shall pay to the Licensor the Licence Fee
- (b) The Licence Fee shall be:
 - i) for the first period, the amount as is notified to the Applicant by the Licensor prior to the grant of the Certificate
 - ii) for any subsequent periods of 12 months, such amount as is notified in writing by the Licensor a minimum of 2 months prior to the end of the relevant term.

7. Applicant's obligations including as to conformity to the Criteria and quality

- (a) The Applicant shall manufacture or otherwise produce the Products in accordance with the Criteria or such other specifications as the Licensor may from time to time substitute and at all times ensure that the Products are of the highest quality attainable within such specifications
- (b) At the Licensor's reasonable request, the Applicant shall deliver to the Licensor free of charge samples of each unit of the Products including their wrappings and packaging
- (c) The Applicant shall supply to the Licensor free of charge such further samples of the Products as the Licensor

may reasonably require from time to time.

- (d) The Applicant must notify the Licensor if at any time there are any changes to the Products which do or may take such Products outside of the Criteria or other specifications of the Licensor

8. Use and protection of Intellectual Property

- (a) The Marque shall only be used by the Applicant as follows:
 - (i) the Marque shall only be promoted and displayed on the packaging of the Products or in respect of the Services by use of the Approved Materials
 - (ii) each unit of the Products which the Applicant is producing or marketing under the Scheme or as part of the Scheme, shall display the Marque in a manner approved by the Licensor
 - (iii) on the Approved Materials in relation to reasonable marketing and advertising for the Products or Services
- (b) The Applicant shall not use any of the Intellectual Property as part of the Applicant's name or the name of any entity associated with it without the prior written consent of the Licensor
- (c) The Applicant shall not during the subsistence of this Agreement or at any future time register or use any of the Intellectual Property in its own name as proprietor
- (d) The Applicant recognises the Licensor's title to the Intellectual Property and shall not claim any right title or interest in the Intellectual Property or any part of it save as is granted by this Agreement
- (e) The Applicant shall not assign the benefit of this Agreement or grant any sub-licence without the prior written consent of the Licensor
- (f) The Applicant shall hold all goodwill generated by its operations under this

Agreement as bare trustee for the benefit of the Licensor

9. Use of the Approved Materials

- (a) To obtain Approved Materials from the Licensor, the Applicant shall request in writing the amounts required from the Licensor, who will use reasonable endeavours to supply such materials to the Applicant within a reasonable period of time. Whilst effort is made by the Licensor to maintain sufficient reserves of the Approved Materials, the Licensor shall be free to supply different quantities of the Approved Materials than that was required by the Applicant.
- (b) The Applicant may apply to the Licensor to other Approved Materials (which may be physical materials or electronic materials).
- (c) The Licensor shall be entitled to charge the Applicant for the Approved Materials at the rates the Licensor sees fit.
- (d) The Applicant is not permitted to reproduce any of the Approved Materials or create any of his own materials bearing the Marque unless with the prior written approval of the Licensor.
- (e) The Approved Materials supplied to the Applicant are intended for the sole use of the Applicant solely for the purpose of promoting the Products or Services under the Scheme and the Applicant is not entitled to transfer or assign any such Approved Materials to any other Applicants of the Licensor or to any third party.
- (f) The Applicant shall, during and after the termination of this agreement, in any matters arising from this agreement and in all of its dealings with the Licensor, act at all times in good faith and in the best interests of the Licensor, and if so requested by the Licensor, at the of the Licensor, provide

any necessary support and assistance for protecting the Intellectual Property.

10. Applicant not to use the Licensor's name

The Applicant shall not except with the prior written consent of the Licensor make use of the name of the Licensor or RIWAS in any connection otherwise than is expressly permitted by this Agreement

11. Applicant's obligations as to marketing

The Applicant shall at all times use its best endeavours to promote and sell the Products

All the Products must be clearly labelled with the Marque as required by clause 8 above and segregated from other produce.

12. Action against third parties

- (a) The Licensor shall have the sole right to take action against third parties in respect of the Intellectual Property and if required to do so by the Licensor the Applicant shall co-operate fully with the Licensor in any such action the Applicant's expenses incurred in doing so being borne by the Licensor
- (b) If the Licensor fails to take any such action against third parties or to require the Applicant to do so the Applicant may serve Notice on the Licensor and on the expiry of 30 days after the service of such Notice the Applicant shall be entitled to prosecute such action itself and at its own expense provided that the Licensor has not served Notice within the 30 day period of its own intention to take action
- (c) The Applicant shall in no circumstances settle any claim or action against third parties without the prior written consent of the Licensor
- (d) All damages recovered from third parties shall be the exclusive property of the Licensor provided that the Applicant shall be entitled to set off any expenses which it is able to claim from

the Licensor under this clause 14 against damages recovered by itself

13. Termination

(a) Termination for breach

(i) The following breaches are fundamental and shall entitle the Licensor forthwith to give Notice terminating this Agreement and thereupon this Agreement shall absolutely terminate and cease to have effect but without prejudice to the rights and remedies of the Licensor in respect of the breach or antecedent breach by the Applicant of any of its obligations under this Agreement:

- a) failure on the part of the Applicant to make any payment due to the Licensor under this Agreement for 21 days after such payment shall have become due
- b) in the event that the Applicant is or has been producing or manufacturing Products or providing Services that fail to conform with the Criteria
- c) failure on the part of the Applicant to maintain any records or documents required by the Criteria and/ or failure to allow the Licensor (or its designated agent) to inspect any such records and documents.
- d) The provision of incorrect or misleading information to the Licensor
- e) failure on the part of the Applicant to perform any of its other obligations under this Agreement
- f) the voluntary or compulsory liquidation of the Applicant or the appointment of a receiver of its assets

(b) Termination by the Licensor

(i) If at any time the Licensor:

- (a) ceases to have the right described in clause 2(b) to grant licences of the Intellectual Property or for any other reason decides in its discretion to cease to operate the Scheme; or
- (b) has reasonable cause to believe that, even if no breach of this Agreement has occurred, the Applicant has not acted in or the Products or Services are not in accordance with the Criteria, and/or that there is cause for concern as to the best interests and goodwill of RIWAS and/or Isle of Wight County Show Ltd and/or the Scheme from the continued membership of the Applicant and its Products or Services within the Scheme

the Licensor may forthwith terminate this Agreement by giving Notice to the Applicant

(ii) The Applicant shall have no claim against the Licensor in respect of such termination but if the termination is pursuant to clause 13(b)(i)(A) above such portion of the Licence fee as (pro rata) relates to the period after termination shall be repaid to the Applicant.

(c) Termination by the Applicant

The Applicant shall be entitled to terminate the License by giving a minimum of one (1) month's prior written notice, such notice to expire on any anniversary of this Licence. If the Licensor amends the Criteria at any point and the Applicant is as a result of such change unable thereafter to comply with the Criteria, the Applicant may give to the Licensor notice to terminate this Licence with immediate effect. In that circumstance, the Licensor will reasonably consider the repayment of any portion of the

Licence Fee paid by the Applicant which would relate to the period after its termination (but for the avoidance of doubt it shall not be obliged to make such a repayment if it feels that it is reasonable not to do so).

14. Termination consequences

- (a) On termination of this Agreement whether by expiry of the term or otherwise the Applicant shall discontinue all use of the Marque
- (b) If the Applicant shall have any remaining stocks of its Products at the time of termination they may be disposed of by the Applicant in compliance with the terms of this Agreement, but not otherwise and in particular, but without prejudice to the generality of the foregoing, in strict compliance with the Criteria and other rules of the Scheme and this Licence Agreement.
- (c) Any unused Approved Materials shall be returned by the Applicant to the Licensor.
- (d) Subject only to clause 13(c) above, any monies paid (including any charges paid for the Approved Materials) under this Agreement shall not be refundable on termination.

15. Indemnity

- (a) Licensor's right to indemnity
 - (i) The Applicant shall indemnify the Licensor against all actions claims costs damages and expenses which it may suffer or sustain as a result of the actions of the Applicant
- (b) Applicant's right to be indemnified
 - (i) The Licensor shall indemnify the Applicant against all actions claims costs damages and expenses arising out of the Applicant's use of the Intellectual Property in accordance with the terms of this Agreement

16. Inspection & co-operation

- (a) The Applicant shall at all reasonable times allow the Licensor access to inspect any records and documents that the Applicant is required to maintain under the Criteria and permit the Licensor (or its agent) to inspect the Applicant's premises and all appropriate records and documents in order to satisfy itself that the Applicant is complying with its obligations under this Agreement
- (b) The Applicant shall at the reasonable request of the Licensor in writing, within 30 days of such a request, deliver to the Licensor a statement giving particulars of all sales of the Products and/or provision of the Services under the Marque effected by the Applicant within the 3 months immediately preceding such a request.
- (c) The Applicant hereby grants the Licensor the right to contact any third parties who are used by the Applicant to process or source any of the Produce, for the purpose of validating that the Products or Services are compliant with the Criteria and the Applicant agrees to arrange and execute any necessary permissions required for the Licensor to be able to do so.

17. No waiver

No waiver by the Licensor of any of the Applicant's obligations under this Agreement shall be deemed effective unless made by the Licensor in writing nor shall any waiver by the Licensor in respect of any breach be deemed to constitute a waiver of or consent to any subsequent breach by the Applicant of its obligations.

18. Severance

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable or illegal the remaining provisions shall continue

to apply unless the Licensor at the Licensor's discretion decides that the effect is to defeat the original intentions of the parties in which case it shall be entitled to terminate the Agreement by 30 days' Notice in which event the provisions of clause 13(b)(iii) shall apply

19. Interpretation

- (a) Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender including all genders; words denoting persons include firms and corporations and vice versa; references to legislation, regulations or best practice guidelines shall mean such legislation, regulations or guidelines as they are amended from time to time;
- (b) clause headings are for ease of reference only and do not affect the construction of this agreement

20. No agency or partnership

The parties are not partners or joint ventures nor is the Applicant entitled to act as the Licensor's agent nor shall the Licensor be liable in respect of any representation act or omission of the Applicant of whatever nature. Nothing contained herein shall mean or imply any responsibility on the part of the Licensor for the Products.

21. Notices

Any Notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post or by facsimile transmission to the address stated above and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission to the correct number (with correct answer back) of the addressee

22. Transmission of benefit & Assignment

- (a) This Agreement shall be binding upon and inure to the benefit of the Licensor and its successors and assigns

- (b) The Agreement shall not be assignable by the Applicant who shall also not have the right to grant any sub-licences under the Licence contained herein.

23. Entire Agreement

This Agreement comprising of this Licence, the Application Form, the Criteria and any appendices thereto, forms the entire agreement between the parties. In the event of any conflict between the parts to this Agreement, the provisions of this Licence will take precedence.

24. Governing law

This Agreement shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales and to the enforcement of such judgement in any jurisdiction.

Wight Marque Pricing Matrix

The Marque is being introduced in April 2014 when members will be able to sign up. However the formal launch of the Marque will be in the Food Pavilion at the Royal Isle of Wight County Show on 28th June 2014.

As an incentive to sign up early, in year 1 members will only pay 50% of the annual fee. The scheme year will run from 1st January to 31st December and will be renewed annually at the start of the year. Payment will initially be by cheque payable to IW County Show Ltd with the renewal by Standing Order. If membership is not renewed the marque will be withdrawn.

The fee paid will be based upon business turnover regardless of the number of products registered. Two fee rates – primary food producers and processors, retailers etc.

	Food Producers		Processors, retailers hotels, restaurants etc., other business and organisations	
	Per business		Per establishment	
	Year 2 (2015)	Year 1 (2014)	Year 2 (2015)	Year 1 (2014)
	£	£	£	£
>£10,000	50	25	100	50
£10,001 to £100,000	100	50	150	75
£100,001 to £500,00	200	100	250	125
> £500,000	300	150	350	175