



RECOGNISED SUPPLIER SCHEME AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 20 _____

BETWEEN:

The Landlords Association Limited (company number 4336449), trading as National Landlords Association, whose registered office is at 200 Union Street, London, SE1 0LX
(Hereinafter referred to as the 'NLA')

AND

(Hereinafter referred to as the 'Recognised Supplier')

BY THIS AGREEMENT the NLA grants to the Recognised Supplier the status and title of 'Recognised Supplier' for a term certain of 12 months ('the Term')

from _____ to _____

subject to Qualification as set out in the following pages of this Agreement

at the administration fee and relevant membership fee, and on the Special and General Terms and Conditions set out in the following pages of this Agreement.

THE NLA also grants to the Recognised Supplier a non-exclusive licence to use the Trade Marks in the Territory for the purposes of designating the qualification of the Recognised Supplier to the Recognised Supplier Scheme subject to the conditions and rules of conduct of the Recognised Supplier Scheme and the Special and General Terms and Conditions set out in the following pages of this Agreement.

SPECIAL TERMS AND CONDITIONS

The NLA grants a licence to the Recognised Supplier under the following terms:

1. The NLA reserves the right to grant similar licences to any other person in the Territory.

Intellectual Property

2. The Recognised Supplier acknowledges the NLA as the sole owner of rights in the Trade Marks.
3. The Recognised Supplier acknowledges that the NLA has the right to grant licences of the Trade Marks and the Recognised Supplier has requested a licence to use the Trade Marks in order to designate their qualification as a Recognised Supplier to the NLA.

Use and Protection of the Trade Marks:

4. The NLA will supply the Recognised Supplier with the Trade Marks on appropriate media.
5. No words or artwork other than the designated Trade Marks shall be used or created by the Recognised Supplier in conjunction with the Recognised Supplier Scheme.
6. The Trade Marks may only be used as supplied by the NLA and the Recognised Supplier agrees that the Trade Marks:
 - (a) may only be used in accordance with the printing and usage guidelines and rules, as supplied by the NLA and amended from time to time.
 - (b) may be adjusted in size to suit the Recognised Supplier needs but the dimensions of the overall Trade Marks must remain proportionate.
 - (c) colours may not be altered in any way. If colour match is not possible, then a black and white version must be used.
 - (d) may not otherwise be amended, adapted or manipulated in any way without the prior written consent of the NLA (which may be refused at the absolute discretion of the NLA).
 - (e) may only be used in connection with the Recognised Supplier's business and not in relation to any other business or interest.
 - (f) may be used only whilst the Recognised Supplier is qualified under the Recognised Supplier Scheme.
7. Any use of the Trade Marks or the designation "Recognised Supplier" by the Recognised Supplier in association with the Trade Marks shall be open to scrutiny and a veto by the NLA, at their absolute discretion.
8. The Recognised Supplier shall not incorporate the Trade Marks into its trading names, trading style, business name, legal name or any logo or device used by it in conjunction with its business.
9. The Recognised Supplier recognises the NLA's ownership of the Trade Marks and shall not challenge or dispute the NLA's ownership thereof.
10. If the Recognised Supplier becomes aware of anyone else using the Trade Marks without the permission and authority of the NLA or becomes aware of a third party passing itself off as a Recognised Supplier under the NLA Recognised Supplier Scheme, it shall immediately notify the NLA.

SPECIAL TERMS AND CONDITIONS contd

11. The Recognised Supplier may not assign the benefit of this licence or grant sub-licences of this licence without the prior written consent of the NLA.
12. The Recognised Supplier shall hold any goodwill generated by its use of the Trade Marks for the benefit of the NLA as their trustee and any Intellectual Property Rights generated by the Recognised Supplier's use of the Trade Marks shall be assigned to the NLA at its request, without compensation to the Recognised Supplier.
13. The Recognised Supplier shall not make use of the Trade Marks or any designation such as "Recognised Supplier" in association with the Trade Marks, or make use in any way of the NLA's goodwill or reputation, except as expressly provided for under this agreement or with the prior written consent of the NLA.

Protection of the Trade Marks

14. The Recognised Supplier acknowledges that the NLA has the sole right to take action against infringers of the Trade Marks and the Recognised Supplier shall co-operate, if requested to do so by the NLA, in regard to any such action.
15. The Recognised Supplier may not conduct, prosecute or defend any action in regard to the Intellectual Property Rights of the NLA without the prior written consent of the NLA.
16. Any damages recovered by the NLA in regard to such actions or activity shall be exclusively the property of the NLA.

GENERAL TERMS AND CONDITIONS

The Recognised Supplier hereby agrees with the NLA as follows:

Definitions

17. "Intellectual Property Rights" means copyright, patent rights, trademarks, or service marks, design rights (registered or unregistered), database rights, rights in or related to Confidential Information, know-how and technical information and any other intellectual property rights recognised anywhere in the world (whether registered or unregistered) including moral rights and reversionary rights, applicant rights, pending rights and the right to sue for and recover damages for past and future infringements.
18. "NLA" means the National Landlords Association and any successors or assigns.
19. "Recognised Supplier" means a successful applicant for the Recognised Supplier Scheme.
20. "Term" means the period for which the NLA has granted the applicant Recognised Supplier status.
21. "Territory" means the United Kingdom of Great Britain and Northern Ireland.
22. "Trade Marks" means the trademarks, trading names, logos and devices set out in Appendix A (or as amended from time to time) and the goodwill vested therein.

Qualification

23. Qualification for the NLA Recognised Supplier Scheme is achieved through the completion and submission of a formal application. The application form collects commercial, operational and technical information regarding the applicant company. This information is used only by the NLA for the qualification process.
24. The NLA requires the applicant company to have a fully functioning website in operation when the application is made and throughout the duration of the Term.
25. The NLA reserves the right to refuse to qualify an applicant as a Recognised Supplier, whether or not that applicant is a current NLA member and/or existing supplier to the NLA.
26. The NLA may, at its absolute discretion, and at any time, limit the number of Recognised Suppliers, either by category, in total, or over any given period of time.
27. Upon qualification the Recognised Supplier shall be entitled to use the style 'Recognised Supplier' in conjunction with the NLA Trade Marks for the Term (unless this agreement is terminated earlier under the terms hereof).

Membership Fees and Renewal

28. A £1,500+VAT Annual Membership Fee and a non-refundable Administration Fee of £150+VAT shall be submitted upon application. These payments shall be submitted on two separate cheques / payments. Membership Fee will be refundable if NLA declines your application.
29. The annual membership fee for the Recognised supplier Scheme is due immediately as / when the application is approved by the NLA. Payment for renewal of the contract should be made within 14 days of expiry of the preceeding year's membership.

30. Membership Fees are non-refundable (either in full or in part) once membership has been granted to a Recognised Supplier.

Recognised Supplier Obligations

31. The NLA will supply, from time to time, rules of conduct and conditions relating to the Recognised Supplier Scheme. The Recognised Supplier will at all times be bound by and comply with its obligations under this agreement and any conditions and rules of conduct.
32. The Recognised Supplier shall not use the Trade Marks otherwise than as specified in this agreement (and any document appended or referred to herein).

Term

33. The Recognised Supplier shall, subject to the termination provisions herein, be entitled to use the Trade Marks for as long as Membership Fees are paid.
34. The Recognised Supplier shall be subject to annual review of its status under the Recognised Supplier Scheme.

Termination

35. Termination of this agreement may be effected by the NLA for any reason and at any time. No explanation need be given.
36. This agreement may be terminated at the written request of the Recognised Supplier with 5 working days notice to the NLA.
37. This agreement may be terminated by the NLA, at its absolute discretion, if the Recognised Supplier brings the NLA into disrepute, or the NLA receives a number of minor or one or more serious complaints from third parties in regard to the supply of goods or services by the Recognised Supplier.
38. The NLA may terminate this agreement forthwith if the Recognised Supplier infringes any of the terms of this agreement (which includes terms set out in any Appendix or other documents referred to herein).
39. Upon termination the Recognised Supplier shall, at its own cost and expense, cease to use the Trade Marks immediately and shall destroy or return to the NLA (at its discretion) any documentation or electronic media upon which the Trade Marks are stored.
40. The NLA reserves the right to inform enquirers of the names of qualifiers for the Recognised Supplier Scheme and conversely whether any Recognised Supplier has had its qualification removed or terminated. Upon termination of this agreement all reference to the terminated party will be removed from any literature, including the website, of the NLA.
41. This agreement shall terminate upon the voluntary or compulsory liquidation of the Recognised Supplier or if the Recognised Supplier ceases to trade or ceases to offer its goods or services to customers, or when an Administrator or Receiver is appointed over its business.
42. In the event of termination, no Membership Fee refund will be provided by the NLA.

GENERAL TERMS AND CONDITIONS contd

Indemnity

43. The Recognised Supplier shall indemnify the NLA against all actions, claims, costs, damages and expenses which it may suffer as a result of the omissions or actions of the Recognised Supplier.
44. The NLA shall indemnify the Recognised Supplier against all actions, costs, damages and expenses arising out of the Recognised Supplier's use of the Trade Marks in the Territory and in accordance with the terms of this agreement.

No Agency or Partnership

45. The parties are not partners or joint venturers, nor is the Recognised Supplier entitled to act as the NLA's agent, nor shall the NLA be liable in respect of any representation, act or omission of the Recognised Supplier of whatever nature.

Governing Law

46. This agreement shall be governed by the laws of England and Wales and any dispute arising hereunder shall be referred to the courts of England.

Signed: Richard A. Lambert

Richard Lambert

Chief Executive Officer

For and on behalf of the NLA

Signed: _____

Print Name: _____

Job Title: _____

For and on behalf of _____

APPENDIX A

The Trade Marks:





NLA Recognised Supplier Application Form

For office use only:

Legal Name of Applicant:

Trading Name of Applicant:

VAT Reg No:

Company Reg No:

Complete Postal Address:

Postcode:

Tel No:

Fax No:

Email:

Website:

Major Shareholders (more than 10%)*:

Principal Directors*:

Date of Foundation:

Brief History*:

Description of Services Offered*:

Do your services cover the whole of the UK? Please tick. Yes No If no, please circle the areas you do cover below:

North East Yorkshire & the Humber North West East Midlands West Midlands East of England South East
London South West Northern Ireland Scotland Wales

*If you require more space, please continue on a sheet of paper and include with your application.

Are any services provided by third parties or franchisees? Please tick. Yes No

If yes, please describe in no more than 200 words on a separate sheet how you ensure quality and a consistent service.

Customer support and/or redress: Please explain in no more than 200 words on a separate sheet what support or redress is available for your customers (eg returns policy, or how a customer can complain or seek support regarding a service).

Are you a member of any professional or trade bodies*? If so, please list:

Please provide contact details of two customers that we can approach for references:

Name:	Name:
_____	_____
Email:	Email:
_____	_____
Phone number:	Phone number:
_____	_____

Where did you hear about the Recognised Supplier Scheme?

Please tick. UK Landlord NLA website Direct Mail

Other, please specify:

If you would like to offer any exclusive benefits to NLA members please provide details here:

*If you require more space, please continue on a sheet of paper and include with your application.

DECLARATION: On behalf of this firm I/we declare that I/we wish to apply for Recognised Supplier Membership of the National Landlords Association. I/we will:

- Accept that application for Recognised Supplier Scheme membership is subject to terms and conditions
- Accept that the NLA's decision to accept or decline this application is final
- Pay the non-refundable application administration fee and the appropriate membership subscription fee
- Agree to use the Recognised Supplier logo as laid out in the terms and conditions of use
- Adhere to such Rules of the NLA Recognised Supplier Scheme as may be decided by the Board of Management

Name: _____ Position: _____

Signature: _____ Date: _____

I enclose the sum of £1650 (+VAT) for membership of the Recognised Supplier Scheme for one year

By signing this agreement you agree that the NLA reserves the right to perform a credit check and/or obtain relevant details from Companies House.

Please return the completed form along with payment to:
Recognised Supplier Scheme, National Landlords Association, 200 Union Street, London, SE1 0LX