S

1. Introduction

This Policy sets out rules contractors, or other t ("Representatives") regardi

The Company is committed unregistered, and to the act trade marks. This Policy Company, to ensure the policy Company, and to ensure the the Company respect the trade of the company respect the trade of the company is committed.

2. Scope of Policy

- 2.1 Trade Marks repres the Company. Th unregistered trade r
- 2.2 This Policy applies employees and Rep times. This Policy of may be amended as action.
- 2.3 A trade mark is an thereof, used to di provided by other services. Trade ma information).
- 2.4 This Policy applies use by the Comp belonging to other p
- 2.5 Any questions relat this Policy, should the name>>, <<insert position(s)>>, <<insert

3. About Trade Marks

- 3.1 A trade mark can t combination thereof
 - a) Words:
 - b) Slogans;
 - c) Designs;
 - d) Letters:

nployees and any and all agents, on behalf of the Company ed and unregistered).

rade marks, whether registered or tion, and correct use of third-party ss of trade mark law within the nt of trade marks belonging to the presentatives working on behalf of s.

property rights and a key asset to registered trade marks and to

presentatives of the Company. All ed to comply with this Policy at all any contract of employment and his Policy may result in disciplinary

logo, device, or any combination services of one party from those the source of those goods or unregistered (see Part 3 for more

nging to the Company and to the Representatives of trade marks of their work.

r intellectual property rights, or to any's Trade Mark Officer, <<insert OR [<<insert name(s) and/or

be any one of the following, or a

1

- e) Numerals;
- f) Doman nam
- g) The shape d
- h) Smells;
- i) Sounds;
- i) Colours;
- k) Gestures;
- Moving digit
- 3.2 A trade mark can b meet certain crite registration must be any formal procedu with them and can desirable to registe do so.
- 3.3 When registering a trade mark office (ir two types of groun important to check to f these grounds. Trefusal, the second

red. Registered trade marks must istrable and the formalities for trade marks are not protected by the trading goodwill associated assing off action. It is generally

ion must be made to the relevant ectual Property Office). There are may be refused. It is therefore

rk does not fall within one or more

me cases it will not be possible to

own as the "absolute" grounds for e" grounds for refusal.

g;

4. Establishing and Maintain

- 4.1 If any employee or mark in the cours protection shall be name>>, <<insert position(s)>>, <<ins</p>
- 4.2 The Company's tra helps to keep them
- 4.3 Notwithstanding th distinctive trade ma can acquire distinct
- 4.4 The reverse may a result in a trade m trade mark may be 4.8 of this Policy in
- 4.5 All Company trade e.g. "the Company AND/OR [services]
- 4.6 When referred to in bold type] or preser
- 4.7 Trade marks consis example, it is accep mark>> <<insert pr customers like <<in

ed to design and develop a trade ormalities for registration and/or ny's Trade Mark Officer, <<insert OR [<<insert name(s) and/or

d correctly and consistently. This their value.

refusal of registration, a nonscriptive or has become generic) time and become registrable.

use trade marks consistently can ness. If this occurs, a registered registration revoked. Parts 4.5 to help avoid this.

ctly as shown in <<insert location, d only in relation to the [goods] relates.

narks should be italicised [and in appropriate.

oe used as a verb or a noun. For comers like <<insert example trade t is not acceptable to say that our

4.8 Unless a trade mark a trade mark in a p the Company is ex <<insert product or is excited about <<i

in the possessive form, do not use ample, it is acceptable to say that f <<insert example trade mark>> cceptable to say that the Company re.

5. **Using Trade Marks**

- 5.1 When using Com
 AND/OR [on prod
 applications relevar
 be accompanied by
- 5.2 For registered trade

"[®] **OR** [Re

5.3 For unregistered tra

"[TM] **OR** [T

- 5.4 The "TM" or "trade unregistered mark third parties. The (relation to a mark misrepresent an un
- 5.5 If you are unsure wuncertain as to a race Mark Office [<<insert name(s) a

6. Record-Keeping

- 6.1 The Company shal how those trade ma when seeking to pro
- 6.2 When dealing with the following materi
 - a) [Product pad
 - b) [Advertising
 - c) In the case and other d first used;
 - d) Sales record mark;
 - e) [<<insert ad
- 6.3 Any and all records with this Policy sho <<insert name>>, position(s)>>, <<ir interval>>] basis.

sales and marketing materials] aging] AND/OR [<<insert further ervices>>], the trade mark should n below.

ice should be applied:

nsert Company name>>".

otice should be applied:

ompany name>>".

ily that the Company is using an used to communicate that fact to nark" label must only be used in ered. It is a criminal offence to a registered one.

a particular trade mark and/or are s, please contact [the Company's <<insert contact details>>] OR sert contact details>>].

de marks in order to demonstrate when. Such records are important arks.

and Representatives should keep ng that they are dated:

the trade mark;]

amples bearing the trade mark;]

pies of invoices, purchase orders, the trade mark in question was

services] provided under the trade

as required>>.]

d Representatives in accordance e Company's Trade Mark Officer, >>] OR [<<insert name(s) and/or on a [regular] OR [<<insert

7. Third-Party Trade Marks

- 7.1 All employees and and must take care
- 7.2 Particular care must trade marks or exist must be obtained free-cinsert contact of the contact describes of existing the granted.
- 7.3 Ideas for new trade to existing trade m without clearance a
- 7.4 Trade marks belon should not be used suitable licence to details>>] OR [<< details>>].
- 7.5 Referring to compe marketing materials competitor or their implication. Any suc Mark Officer, <<in name(s) and/or pos
- 7.6 [The Company may trade marks may or with any branding o

OR

- 7.6 [The Company uses third parties. These applicable licence a trade mark owner:
 - a) <<Insert tra [unregistere
 - b) [<<Insert ad
- 7.7 All third-party regist following form:

"[®] **OR** [Reffrom, {Name

7.8 All third-party unreg the following form:

"[TM] OR [Name of Li

8. Notifying Trade Mark Infr

8.1 All employees an

aware of third-party trade marks n the course of their work.

ning, developing, and using new arks in a new context. Clearance the Mark Officer, <<insert name>>, to name(s) and/or position(s)>>, so and it may be necessary for ducted before such clearance can

ns of branding as well as changes t not be disclosed to the public

nether registered or unregistered) work unless the Company has a all available licences are available cinsert name>>, <cinsert contact position(s)>>, <cinsert contact

ts and services in any sales and care, regardless of whether the are referred to expressly or by cleared by [the Company's Trade contact details>>] OR [<<insert ct details>>].

third-party trade marks. Any such be with the applicable licence and led by the trade mark owner.]

ks under licence from the following be used in accordance with the similar guidelines provided by the

ade mark>>, a [registered] **OR** <insert licensor name>>;

licensors as required>>.]]

e accompanied by a notice in the

wned by, and used under licence

st be accompanied by a notice in

/, and used under licence from,

buld be aware of trade mark



infringement.

8.2 A registered trade n

- A person us a) trade mark i for which the
- b) A person us trade mark for which the relation to d exists a like likelihood of
- c) A person us (whether ide similar to the UK and the to, the distin
- 8.3 An unregistered tra passing off action):
 - 8.3.1 The owner d benefit and their busines
 - 8.3.2 There has course of t confusion or
 - 8.3.3 There has (reputational
- 8.4 If any employee infringement by a tl any other intellectu immediately notify <<insert contact <<insert contact de infringement.
- 8.5 If any employee infringement by and other intellectual p immediately notify <<insert contact <<insert contact de infringement.

9. Requests to Use Compar

9.1 If any employee another employee reproduce any tra Officer, <<insert na and/or position(s)>>

e, a sign which is identical to the rvices which are identical to those

e, a sign which is identical to the ervices which are similar to those or uses a sign which is similar in are identical or similar and there he part of the public (including a e mark);

e, in relation to goods or services nilar), a sign which is identical or rade mark has a reputation in the air advantage of, or is detrimental of the trade mark.

ed if (these factors summarise a

has accumulated goodwill (i.e. the reputation, and connection with

n made by another party in the in confusion or a likelihood of

exists a likelihood of damage

ects or becomes aware of any ed or unregistered trade mark (or ing to the Company, they should Mark Officer. <<insert name>>. name(s) and/or position(s)>>. uch detail as possible about the

ects or becomes aware of any entative of any trade mark (or any g to a third party, they should Mark Officer, <<insert name>>, name(s) and/or position(s)>>, uch detail as possible about the

ves any request, whether from h an external third party, to use or br otherwise) belonging to the to [the Company's Trade Mark details>>] **OR** [<<insert name(s) >>1.



- 9.2 No employees or Officer, <<insert n name(s) and/or pos trade mark assign authorisation].
- 9.3 The Company shall any assignments m

10. Implementation of Policy

This Policy shall be deem shall have retroactive effecthis date.

This Policy has been approved an

Name: <<insert

Position: <<insert

Date: <<insert

Due for Review by: <<insert

Signature:

nan [the Company's Trade Mark ct details>>] AND/OR [<<insert act details>>] should negotiate any the Company's behalf [without

and all such requests along with response.

ert date>>. No part of this Policy ly to matters occurring on or after

