

**LICENCE [XX/XXXX] relating to the use and reproduction of
Transport for London's Maps**

THIS LICENCE is made on 19th March 2008

BETWEEN

Pulse Creative Limited (hereinafter called "Pulse") of 32-40 Station Road, Heaton Mersey, Stockport, Cheshire SK4 3QT of the one part and the Licensee named in the Schedule of the other part.

RECITALS:

1. Transport for London ("the Corporation") is the owner of the intellectual property rights in the TfL Maps (as defined below) and has granted to TTL the right to grant licences of the TfL Maps thereunder to Licensees
2. TTL has granted Pulse the right to sub-licence the TfL Maps to licensees.
3. The Licensee wishes to reproduce one or more of the TfL Maps in respect of the Publications (defined below); and
4. Pulse has agreed to grant the Licensee a licence of all or part of the TfL Maps on the terms of this Licence.

IT IS NOW AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Licence, the following definitions shall apply unless the context requires otherwise:-
 - 1.1.1 the "Licence" means this licence together with the schedule attached hereto
 - 1.1.2 the "Artwork" includes but is not limited to a digital file, supplied in Apple Macintosh or PC format as an EPS, JPEG or PDF, full particulars of which are set out in the schedule;
 - 1.1.3 the "Commencement Date" means the date specified in the schedule;
 - 1.1.4 the "TfL Maps" means the intellectual property rights in the London Underground map and the London bus maps, together with the New Johnston typeface and any other maps, and such other designs and logos which may be specified and agreed in writing by Pulse from time to time;

1.1.5 the "Licence Fee" means the sum comprising a royalty payment and charge for the use of the Artwork set out in the schedule;

1.1.6 the "Material" means the map(s) named in the schedule and ancillary use of the New Johnston typeface;

1.1.7 the "Permitted Manner" means use of the TfL Maps in accordance with the details specified in the schedule;

1.1.8 the "Publication" means the publication named in the Schedule;

1.1.9 the "Territory or Territories" means the territory or territories named in the schedule;

1.1.10 the "Year" means the period of twelve calendar months commencing on the Commencement Date.

1.2 The headings in this Licence are for convenience only and shall not affect their interpretation.

1.3 Where appropriate words denoting a singular number only are used these shall include the plural and vice versa. Where appropriate words denoting the masculine gender only are used these shall include the feminine and vice versa.

2. RIGHTS GRANTED

2.1 In consideration of the payment set out in clause 3 below Pulse hereby grants to the Licensee the right to print and publish the Material as a part of the Publication in the Permitted Manner.

2.2 The right granted by clause 2.1 above is by way of licence only and does not confer upon the Licensee any right or interest in the Material or in any of the Corporation's trade marks.

2.3 This Licence is personal to the Licensee who shall not assign transfer or otherwise dispose of the rights granted by this Licence nor shall the Licensee sub-licence or authorise any other person to exercise the rights hereby given.

2.4 Nothing contained in this Licence shall confer upon the Licensee the sole and exclusive right to reproduce or use the Material and Pulse shall be at liberty to license other parties to reproduce or use the Material.

2.5 To the best of Pulse's knowledge and belief the Corporation is the owner of the TfL Maps and is not aware that any of the said rights or the use of these on or in relation to the Publication either in whole or in part and in the Territory infringes the rights of any third party. Nevertheless Pulse gives no warranty express or implied as to the validity or enforceability of the TfL Maps and neither Pulse, TTL nor the Corporation shall be liable to the Licensee for any damages suffered by reason of any defect in such validity or enforceability.

3. PAYMENT

3.1 The Licensee shall pay to Pulse on signing this Licence the Licence Fee together with VAT if appropriate. Until receipt by the Pulse of the Licence Fee this Licence shall not be binding upon Pulse which may at any time prior thereto withdraw the offer to enter this Licence and cancel the same. The Licence Fee shall not be repayable in whole or in part in any circumstance.

3.2 The Licensee shall on the date hereof pay the Licence Fee to Pulse. Payments shall be made in sterling in cash or by a cheque or bankers draft drawn on a United Kingdom clearing bank or by telegraphic transfer.

4. DURATION

This Licence shall commence on the Commencement Date and shall continue for a period of 1 (one) Year subject to earlier termination in accordance with clause 9.

5. PERMITTED NUMBER OF COPIES

5.1 The Licensee shall not exceed the maximum number of copies specified in the schedule. If the Licensee wishes to produce further copies then the Licensee shall, before any further publishing takes place, apply in writing to Pulse to negotiate the terms under which such further copies may be produced. Pulse reserves the right to refuse to agree to any further publication.

5.2 Pulse may at any time during or at the end of this Licence on giving the Licensee one

working day's notice inspect the Licensee's records to ensure that the quantities specified in clause 5.1 have not been exceeded.

6 THE ARTWORK

6.1 Subject to payment of the Licence Fee as set out in clause 3 above, Pulse will make the Artwork available to the Licensee.

6.2 The parties hereby acknowledge and agree that the Artwork remains the property of TTL at all times. The Licensee shall be liable for any loss of or damage to the Artwork howsoever caused. An administration fee will apply for all requests of replacing lost artwork.

6.3 The Artwork shall not be used for any purpose other than for reproduction in the Publication in accordance with this Licence.

6.4 Neither the Material nor the Artwork shall be altered in any way without Pulse's prior written consent and the Licensee shall ensure that the reproduction thereof in the Publication shall be a true and exact replica of the Artwork. No company logo may be inserted onto the Material without the prior written permission of Pulse. In the event that permission is granted an additional fee shall be payable to Pulse.

6.5 LS shall notify the Licensee of any modifications, amendments and/or updates to the Material and the Licensee undertakes to accept and incorporate such modifications, amendments and/or updates, at the next manufacturing/print run. The Licensee shall not deal in any way with Publications incorporating the old Material after 6 (six) months of such notification.

7. THE TERRITORY

The Licensee shall only insert the Material in a Publication which is for distribution in the Territory or Territories.

8. REGISTERED USER NUMBER

8.1 The Artwork supplied by Pulse shall clearly show the registered user number detailed in the schedule to ensure each copy printed by the Licensee is marked with the registered user number. The Licensee may not delete or alter this registration user number. In instances where Artwork held by the Licensee does not show the registered user number the Licensee shall

insert the details in each copy of the Publication.

- 8.2 One sample copy of each Publication shall be lodged with Pulse and addressed to: TfL Maps, Pulse Creative Limited, 922-923 Yeovil Road, Slough, Berkshire SL1 4NH.

9. TERMINATION

- 9.1 Without prejudice to its other remedies Pulse may terminate this Licence forthwith by notice in writing if the Licensee:

9.1.1 commits a persistent or material breach of any term of this Licence which (in the case of a breach capable of remedy being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same; or

9.1.2 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of perfecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation with a different legal entity shall agree to be bound by and assume the obligations of the Licensee under this Licence) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed over any or all of its assets or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of Pulse giving notice means that the Licensee may be unable to pay its debts; or

9.1.3 if the Licensee is subject to any change of control including but not limited to a take-over, management buy-out or other reconstruction; or

9.1.4 ceases to trade or threatens to cease to trade.

9.2 Termination of this Licence for whatever reason shall not affect the parties' accrued rights arising in any way out of this Licence other than the date of termination and in particular but without limitation the right to recover damages from the other.

9.3 On the termination of this Licence for whatever reason the Licensee shall immediately cease to make use of the Artwork which must be returned immediately to Pulse.

9.3.1 and shall immediately deliver up to Pulse all stock held of the Publication or with the

prior written agreement of Pulse, provide a written undertaking (and if requested by Pulse, evidence) that all pages containing the Material have been removed from the Publication and destroyed.

9.4 In the event of termination of this Licence under clause 9.1 and its sub-clauses, the Licensee shall deliver to Pulse a statement showing stock held of the Publication and the Licensee undertakes to hold such Publications as trustee for TTL and shall keep such Publications stored separately and clearly identified as belonging to TTL.

10. COMMUNICATIONS

Any communication between the parties required under the terms of this Licence shall be sent by first class registered post and in the case of Pulse is to be addressed to TfL Maps, Pulse Creative Limited, 922-923 Yeovil Road, Slough, Berkshire SL1 4NH and in the case of the Licensee be sent to the address mentioned above.

11. JURISDICTION

This Licence shall be subject to and construed in accordance with English law and the parties hereby submit to the jurisdiction of the English courts.

12. GENERAL

12.1 Accuracy of Information

Whilst Pulse will use its best endeavours to ensure that the information given in the Material is accurate at the time the Artwork is delivered to the Licensee, it does not hereby undertake that the service described in the Material will operate in accordance therewith or at all and it shall not be responsible for any loss damage or inconvenience which may arise as a result of the said information not accurately reflecting the operation of the service.

12.2 Confidentiality

The Licensee undertakes to keep confidential the terms of this Licence and all information (written or oral) concerning the business and affairs of Pulse and/or TTL that it shall have obtained or received as a result of this Licence, save that which is:-

12.2.1 trivial or obvious; or

12.2.2 already in the possession of the Licensee other than as a result of a breach of this clause; or

12.2.3 already in the public domain other than as a result of a breach of this clause

and the Licensee further undertakes to take all steps as shall from time to time be necessary to ensure compliance by its employees, agents, contractors and sub-contractors with this clause.

12.3 **Entire Agreement**

This Licence contains the entire agreement between the parties with respect to its subject matter, supersedes all previous licences and understandings between the parties, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

12.4 **Severability**

If any provision of this Licence is held by any court or competent authority to be void or unenforceable in whole or in part, the other provisions of this Licence and the remainder of the affected provisions shall continue to be valid. The parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid provision the effect of which is the closest possible to the intended effect of the invalid or unenforceable provision.

12.5 **Waivers**

Any waiver by either party of a breach or default of any of the provisions of this Licence by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

IN WITNESS of which the parties have caused this Licence to be signed by their respective authorised signatories the day and year first above written.

**THE SCHEDULE TO LICENCE NUMBER [xx/xxxx]
Relating to the use and reproduction of
Transport for London's Maps**

The Licensee :	Name of Company whose registered office is situated at: Licensee address	
Details of Registered User Number:	Registered User No XX/XXXX	
Licence Period:	12 (twelve) consecutive calendar months from the commencement date	
Commencement Date:	18 th March 2008	
Publication(s):	Promotion Business Card	
Maximum permitted copies:	10,000	
Territory or Territories:	UK	
Licence Fee: £ 790 + VAT comprising	Royalty: £500	Charge for use of Artwork: £290
Maps:	FA(a)	
Artwork Details: Mac EPS		
Requirements relating to Quality and Position:		
1. The finished Publication shall be produced on good quality materials so that its distribution shall not reflect adversely upon TTL or its designs or Trade Marks		
2. The Material shall be published on a plain white background		

Signed for and on behalf of
PULSE CREATIVE LIMITED

Signed for and on behalf of
THE LICENSEE

.....
Name.....

.....
Print Name.....

Position.....

Position.....

in the presence of.....

in the presence of.....