

**THE BRITISH GAME ALLIANCE
STOCKISTS' TERMS AND CONDITIONS**

BACKGROUND

(A) The British Game Alliance is the owner of the BGA Mark and Eat Wild Mark (as defined below).

(B) The British Game Alliance wishes to allow use of the BGA Mark and Eat Wild Mark to promote the consumption of Game.

(C) The Stockist wishes to become a BGA Stockist and use the BGA Mark and Eat Wild Mark in relation to Stockist Materials and all Game stocked by the Stockist, and the British Game Alliance is willing to grant the Stockist such affiliation and licence to use the BGA Mark and Eat Wild Mark on the terms and subject to these terms and conditions.

(D) For the avoidance of doubt, Stockists agreeing to adhere to these terms and conditions do not become members or guarantors of BGA.

These terms and conditions are divided into three parts:

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in these terms and conditions.

1.1 Definitions:

“BGA”: British Game Alliance is the trading name and trademark of The Game Alliance a company registered in England and Wales under company number 11173337 whose registered address is at 16 Northfields Prospect Business Centre, Putney Bridge Road, London SW18 1PE.

“BGA Mark”: the registered trademark, details of which are set out in Schedule 1.

“Eat Wild Mark” the registered trademark, details of which are set out in Schedule 1.

“BGA Member”: (i) a Shoot Owner (i.e. the legal owner and/or organiser responsible for a shoot, including all their agents and employees) or (ii) Dealer (i.e. the owner or person responsible for a game handling establishment or a meat establishment) who, in each case, is affiliated with or accredited by BGA and licensed to use the BGA Mark.

“Effective Date”: the date on which these terms and conditions come into effect in accordance with the provisions of clause 6.1.

“Game”: all of the traditional game birds, namely pheasants, partridges, grouse and duck or any such other quarry types (including geese, rabbits, hare and venison) as BGA may assure with BGA Members from time to time and in respect of which the Stockist is licensed to use the BGA Mark under the terms of this licence.

“Game Products”: any food or foodstuffs (within the meaning of The Food Safety Act 1990 as may be amended or superseded from time to time) containing or being advertised as containing Game.

“Materials”: the packaging, advertising and promotional materials to which the BGA Mark and/or Eat Wild Mark is applied pursuant to these terms and conditions.

“Stockist”: a commercial retailer, wholesaler or distributor that stocks Game entering into these terms and conditions with the BGA.

National Wholesaler	Regional Wholesaler	National Manufacturer
Regional Manufacturer	Spending Retailer	National Retailer
Regional Retailer	Food Service	Event Caterer
Farm Shop	Airline Caterer	3rd Country Export
European Export	Cruise & Shipping	Consortium Purchasing
National Restaurant	National Pub Group	Regional Pub Group
High St Butcher	High St Fishmonger	Delicatessen

The above list is to give you an idea of the type of businesses that may be stockists purchasing Game, it is not meant as the definitive list.

“Stockist’s Mark”: the trade names and marks (both registered and unregistered) used and/or owned by the Stockist from time to time during the Term.

“Term”: the term of this licence and agreement from the Effective Date until it is terminated in accordance with the provisions of clause 6.

1.2 A person includes any natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or superseded from time to time.

1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5 A reference to writing or written does not include email or other electronic messages.

1.6 Any words following the terms; including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. LICENCE

2.1 The BGA grants to the Stockist a non-exclusive, irrevocable, royalty-free, worldwide right and licence (a) to use the BGA Mark on and in relation to its reared Game, (b) use the Eat Wild Mark, and (c) to promote its affiliation with the BGA during the Term, subject to compliance with the following conditions:

2.1.1 The Stockist must prove to the BGA’s satisfaction that 100% of the reared Game and 100% of the Game Products containing reared Game which they stock, distribute or sell, whether as a wholesaler or retailer, are sourced from BGA Member and displaying the BGA Mark, to the exclusion of any other reared Game or Game Products containing reared

Game sourced nationally or internationally, in order to ensure that retailers and consumers can trust the provenance of their products.

2.1.2 The Stockist shall comply with all other provisions of these terms and conditions.

2.2 No rights or licences are conferred on the Stockist pursuant to this licence except those expressly set out in this licence and agreement.

2.3 Unless the Stockist expressly informs BGA in writing otherwise, the Stockist grants to the BGA a non-exclusive, royalty-free, worldwide right and licence to use the Stockist's Mark during the Term for the purposes of publishing the Stockist's affiliation with BGA and furthering BGA's objectives in general.

3. MAINTENANCE

3.1 The BGA shall pay all renewal fees and take all steps necessary to maintain the trade mark registration for the BGA Mark and Eat Wild Mark.

4. INDEMNITY

4.1 The Stockist shall indemnify the BGA against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the BGA arising out of or in connection with:

- a. the Stockist's exercise of its rights granted under these terms and conditions;
- b. the Stockist's breach or negligent performance or non-performance of these terms and conditions;
- c. the enforcement of these terms and conditions; or
- d. any claim made against the BGA by a third party for death, personal injury or damage to property arising out of or in connection with defective Game or any issue that arises as a result of the Stockist's use of the BGA Mark or Eat Wild Mark (on Materials or Game, or generally), to the extent such claim arises and is attributable to the acts or omissions of the Stockist, its employees or agents.

4.2 If a payment due from the Stockist under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the BGA shall be entitled to receive from the Stockist such amounts as shall ensure that the net receipt, after tax, by the BGA in respect of the payment is the same as it would have been were the payment not subject to tax.

5. PROTECTION OF THE BGA MARK AND EAT WILD MARK

5.1 The Stockist shall promptly inform the BGA of any suspected unauthorised use of the BGA Mark or Eat Wild Mark (or any confusingly similar marks) of which it becomes aware, and shall provide the BGA with such documents, information and assistance as it can in relation to any such use.

5.2 The BGA gives no warranty and makes no representation in or pursuant to this licence that the use of the BGA Mark and Eat Wild Mark by a Stockist in any way does not or will not infringe the rights of any third parties.

5.3 The Stockist shall not do or fail to do any act or thing whereby the validity, enforceability or the BGA's ownership of the trade mark registrations for the BGA Mark and Eat Wild Mark, or the reputation or goodwill associated with the BGA Mark and Eat Wild Mark respectively anywhere in the world, is likely to be prejudiced.

5.4 The Stockist shall procure that wherever the BGA Mark and Eat Wild Mark are used, it will strictly comply with the relevant font, colour and measurements of the BGA Mark and Eat Wild Mark respectively as set out in Schedule 1 and with any specific accreditations agreed as between the Stockist and the BGA.

6. DURATION, TERMINATION, LIQUIDATED DAMAGES

6.1 These terms and conditions and licence shall commence on (i) the date that they are approved by or on behalf of the second party in accordance with the provisions of clause 9.1 or (ii) the date determined pursuant to clause 9.2 (the "Effective Date"). They shall remain in full force and effect until they are terminated by either party in accordance with the terms of this licence and agreement.

6.2 Either party may terminate this licence and agreement by giving two (2) months' written notice to the other party or by mutual agreement. The BGA may also terminate these terms and conditions and licence with immediate effect by giving written notice to the Stockist if:

- a. the Stockist commits any breach of these terms and conditions which is material and not capable of remedy, or which is capable of remedy but which is not remedied within fourteen (14) days of notice from the BGA to do so;
- b. the Stockist suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- c. the Stockist commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Stockist with one or more other companies or the solvent reconstruction of the Member;
- d. any steps are taken against the Stockist with regard to any insolvency proceedings;
- e. the Stockist suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- f. there is a change of control of the Stockist (within the meaning of section 1124 of the Corporation Tax Act 2010).

6.3 The Stockist undertakes to the BGA that, save as expressly permitted by these terms and conditions, it will not make any use anywhere in the world of the BGA Mark, Eat Wild Mark or any name or mark intended or likely to be confused or associated with them. In particular, upon termination of this licence for any reason the Stockist shall cease immediately to make any use of the BGA Mark or Eat Wild Mark on any Materials or for any other purpose save as is set out in clause 6.4.

6.4 Upon termination of these terms and conditions by either party:

6.4.1 The Stockist must immediately stop using the BGA Mark and Eat Wild Mark.

6.4.2 Within 30 days after the date of termination the Stockist shall promptly destroy, or if the BGA shall so elect, deliver to the BGA, at the Stockist's expense all Materials wearing the BGA Mark or Eat Wild Mark.

6.5 Any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

7. LIMITATION OF LIABILITY

7.1 The BGA does not limit any liability which cannot legally be limited, including but not limited to:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation;

7.2 Subject to clause 7.1, the BGA's total liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions to any Stockist shall not exceed a total of £2,000.

7.3 This clause 7.3 sets out specific heads of excluded loss:

- i. Loss of profits
- ii. Loss of sales or business.
- iii. Loss of agreements or contracts.
- iv. Loss of anticipated savings.
- v. Loss of or damage to goodwill.
- vi. Indirect or consequential loss.
- vii. Wasted expenditure
- viii. Losses incurred by the Stockist arising out of or in connection with any third-party claim against the Stockist which has been caused by the act or omission of the BGA. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made by industry stakeholders, regulators, guns, subcontractors or suppliers of the Stockist, the Stockist's personnel and customers of the Stockist.

8. ASSIGNMENT AND OTHER DEALINGS

8.1 The Stockist shall not assign, transfer, mortgage, charge, sub-license, sub-contract, declare a trust over or deal in any other manner with any or all of its rights and

obligations under these terms and conditions without the prior written consent of the BGA.

9. COMMENCEMENT AND CHANGES TO THESE TERMS AND CONDITIONS

9.1 These terms and conditions may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.2 Notwithstanding clause 9.1, where the BGA has approved a Stockist's application for affiliation and sent these terms and conditions and licence for consent to the Stockist, use of the BGA Mark or Eat Wild Mark by the Stockist shall be deemed acceptance by the Stockist of the terms of these terms and conditions and licence.

9.3 The BGA reserves the right to make changes to these terms and conditions and licence and will notify the Stockist in writing of any such changes and what steps, if any, the Stockist is required to take as a result of such change. If the Stockist does not agree with the changes then the Member may terminate these terms and conditions with effect from the date on which such changes are intended to come into effect.

10. DATA PROTECTION

10.1 These terms and conditions should be read in conjunction with the BGA's up to date privacy policy and notices (the "Privacy Notice") which will have full effect as if the policy was written out in full within these terms and conditions.

10.2. The Privacy Notice tells the Stockist how BGA uses personal data. The Privacy Notice may change, and the Stockist can always find the most up-to-date version of the Privacy Notice [\[here\]](#). The Stockist shall read, and ensure that their employees and agents read the Privacy Notice. The Stockist shall ensure that its employees and other agents are aware of BGA's Privacy Notice [\[here\]](#) and shall ensure that the Privacy Notice is read and understood by such employees and agents before their personal data is provided to BGA.

11 RECORDS AND AUDIT

11.1 The Stockist shall ensure that all proper records will be maintained. For instance, the Stockist must keep (and produce them for inspection by the BGA at the request of the BGA) a list of all the BGA Members providing Game to the Stockist from time to time.

11.2 The BGA may request, and the Stockist shall promptly provide, samples of all packaging, advertising and promotional materials to which the BGA Mark or Eat Wild Mark is applied pursuant to these terms and conditions.

11.3 The Stockist shall, at the request of the BGA, promptly supply to the BGA a reasonable number of random samples of Game and Materials, and permit representatives of the BGA to attend any premises (with or without notice) where the Game and Materials are present for the purpose of verifying that the terms of these terms and conditions are being respected.

12. GOVERNING LAW AND JURISDICTION

12.1 These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation.

SCHEDULE 1

MARKS



Registered on 01/02/2018 with registration number 37593TME



The above Trademark has been recently submitted for approval, this may take about three weeks