

1. DEFINITIONS

In this agreement the following words have the meanings set out below:

“Bathroom Brands” means Crosswater Limited, a company incorporated and registered in England and Wales with company number 03619276.

“Bathroom Brands Group” means any company which is a subsidiary or holding company of Bathroom Brands Holdings UK Limited, a company incorporated in England and Wales under number 06901921.

“Brands” means the registered and unregistered trade marks owned by Bathroom Brands as listed on the website at www.bathroombrands.com/Brands and as such list may be amended or added to by the Licensor from time to time.

“Bathroom Brands Website” means a website operated or controlled by a member of the Bathroom Brands Group.

“Home Landing Page” means the web pages dedicated solely to each Brand of Products to which a User will automatically be directed when he clicks on a link for the Brand.

“Images” means the images of the Products and related drawings downloaded by the User from a Bathroom Brands Website.

“Products” means the sanitary ware and other bathroom products distributed and sold by any member of the Bathroom Brands Group under each of the Brands.

“Promotional Offer” means any promotional offer in connection with the sale of the Products, including but not limited to “buy one get one free” promotions, any offers in the form of “x for the price of y” and any voucher schemes.

“RRP” means recommended Retail Price.

“VAT” means Value Added Tax.

“User” means a person who has registered on the www.bbdata.eu website to use the Images.

2 GRANT OF LICENCE

2.1 Bathroom Brands grants to the User a non-transferable, non-exclusive and royalty-free licence to use the Images solely in relation to the User’s promotion and supply of the Products. For the avoidance of doubt, the licence granted by this agreement is limited to the User and if the User is a company, partnership or other entity Images may not be used by any subsidiary or any other member of the User’s corporate group or any affiliate or predecessor of the User without the prior written consent of Bathroom Brands.

2.2 To the extent that Bathroom Brands, or its predecessors in title, have provided any images/promotional materials for the use of the User prior to this agreement, the User acknowledges that the Images replace those images/promotional materials and that any rights which the User had to use those images/promotional materials are hereby terminated.

3 OWNERSHIP OF INTELLECTUAL PROPERTY

- 3.1 By accepting our terms and conditions the intellectual property rights of whatsoever kind in the Images shall at all times remain the property of Bathroom Brands. The User shall not, by virtue of this agreement, obtain or claim any right, title or interest in or to any of the intellectual property in the Images.

4 USER'S OBLIGATIONS

- 4.1 The User shall only make use of the Images for the purposes authorised in and in strict accordance with this agreement. User shall only use the Images with the permission of Bathroom Brands, and this permission may be withdrawn at any time.
- 4.2 The User is not licensed to use the Images in connection with any products other than the Products under the terms of this agreement.
- 4.3 The User shall observe any reasonable directions given by Bathroom Brands as to colours, size, manner and disposition of the Images and shall not alter, adapt or edit the Images.
- 4.4 The User shall not use the Images in any way or do or permit any act to be done which might jeopardise, be detrimental to or invalidate any registration of the Brands or which might be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of Bathroom Brands or any member of the Bathroom Brands Group.
- 4.5 Bathroom Brands shall from time to time issue updated Images which may include replacement or new Product Images ("**Updated Materials**"). The User agrees to effect prompt replacement of any existing Images with the new or replacement Images within 14 days of receiving the Updated Materials.
- 4.6 The User shall not engage in any promotional activity that could damage the image of the Brands and in particular shall not use the Images in connection with any Promotional Offer without the prior written consent of Bathroom Brands.
- 4.7 The User shall comply with all laws relating to the rights and obligations under this agreement including but not limited to the Consumer Protection from Unfair Trading Regulations 2008.
- 4.8 The User shall keep confidential his log-in details and password for the www.bbdata.eu website and shall be held responsible by Bathroom Brands for any misuse of the Images by any person who is not an authorised User and who has accessed the www.bbdata.eu website using a registered User's log-in details.
- 4.9 The User shall notify Bathroom Brands without delay if it learns of any infringement or threatened infringement of the copyright or other intellectual property rights in the Images or of any action detrimental to the Images and shall make no admission to any third party in respect of such circumstances.
- 4.10 The User shall at the reasonable request of Bathroom Brands, give full co-operation to Bathroom Brands in any action, claim or proceedings brought or threatened in respect of the copyright in the Images.

5 USER OBLIGATIONS

- 5.1 The User shall only use the Images for or in connection with the promotion or sale of the Products and shall not, without Bathroom Brands' prior written consent, use any images of the Products other than those supplied by Bathroom Brands in any media, whether printed, electronic, web-based or projected.
- 5.2 If the Images are used on the internet for the promotion or sale of Products, then the User shall ensure that:
- (a) the use of the Images and its web page(s) are consistent with the overall brand value and standards for the Brands and the material characteristics of the Products. To that end, in particular, the User shall:
 - (i) at all times ensure that the User's Internet distribution is sympathetic to and consistent with the status of the Bathroom Brands, as luxury retail brands. Bathroom Brands reserves the right to require the User to cease using Images in the event that Bathroom Brands considers the User has failed to comply with its obligations set out in this agreement to the detriment of the current status and identity of the Brands;
 - (ii) ensure that its website is maintained to a professional standard, for instance, in terms of function, performance and visible content;
 - (iii) allow Bathroom Brands to periodically audit the User's website to ensure it is consistent with the overall brand value and standards of the Brands and the User shall promptly make such alterations as Bathroom Brands requires.
 - (iv) Ensure that the website in particular and the User's e-commerce operation in general are fully backed up with aftersales service and customer service which are staffed by experienced personnel able to give a professional customer care service relevant to the brand values of the Brands and the Products. Such customer care services shall also be contactable at either a physical location or by telephone and not restricted to electronic or email contact only)
- 5.3 If the Images are used on the internet for the promotion or sale of the Products the User shall not use the Images in connection with any third party products and the User shall not promote third party products on the same web page that promotes or offers the Products for sale.
- 5.4 If the Images are used on the internet for the promotion or sale of the Products, then the User shall only use the Images where it complies with all laws relating to the rights and obligations under this agreement including the Consumer Contracts Regulations 2013. In particular, the User will clearly display the following information on its website:
- (a) full contact details of the User including:
 - (i) company registration number;
 - (ii) company registered address and any trading address;
 - (iii) a contact phone number; and
 - (iv) a contact email address.
 - (b) full details of its hours of business including the hours within which the User can be contacted by telephone or email;

- (c) full details of the User's methods and time frames for delivery and whether any additional delivery charges apply and how they will be calculated;
- (d) full details of the User's privacy policy;
- (e) full details of the User's complaint handling policy;
- (f) information about the right to cancel;
- (g) full details of the security measures that are in place to protect a customer's credit/debit card details;
- (h) full details of the User's cancellation and returns policy including, where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation
- (i) full details of the User's complaints policy including as part of that policy the User's agreement to be responsible for making the first visit to any customer that requires a site visit in connection with its complaint.

5.5 Where the Images are being used in connection with an e-commerce business or are included in catalogues the User shall ensure that:

- (a) the RRP inclusive of VAT for the Product is clearly stated; and where different,
- (b) the actual selling price of the Product inclusive of VAT is clearly stated.

Unless in either case the User is using the Images in connection with a trade press publication.

5.6 Bathroom Brands shall from time to time update its RRPs. The User will be notified of any changes to the RRPs by Bathroom Brands and the User shall ensure that the RRP is updated within 48 hours of receiving such notification.

5.7 The User shall not use the Images for the sale of the Products on any third party website. This shall include websites such as Amazon and eBay.

6 AUDIT

Bathroom Brands reserves the right to at any time audit the User's compliance with all the conditions and requirements of this agreement and to require the User to verify such compliance, at the User's expense.

7 INDEMNITY

The User shall, notwithstanding the termination or expiry of this agreement, fully indemnify Bathroom Brands against any and all actions, costs, claims, demands, damages, expenses (including without limitation legal fees), liabilities, losses incurred or suffered by Bathroom Brands whether direct, indirect or consequential (including but without limitation any economic loss or other loss of profits, contract, business, reputation or goodwill) arising out of the performance, non-performance, or breach by the User of this agreement.

8 RIGHTS OF THIRD PARTIES

No person, other than a member of the Bathroom Brands Group shall have any right to enforce this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

9 ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of this agreement.

10 LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and a User hereby agrees to submit to the jurisdiction of the English Courts.