



Small Business Commissioner

Dear Prompt Payment Code Signatory,

Permission to use Prompt Payment Code logo

In this letter of consent The Office of the Small Business Commissioner (“SBC”) authorises your (“Company”) or (commonly referred to as the Parties) to use the Prompt Payment Code (PPC) logo(s) listed in Schedule 1 (the “logo”) within the United Kingdom (“Territory”) on the following terms:

1. SBC as the proprietor of the logo and the owner of goodwill in the logo, grants the Company a non-exclusive, non-transferable, revocable permission to use the logo solely for the purposes and in the manner described in Schedule 2 Permitted Uses.
2. The Company agrees and undertakes (and indemnifies and shall continue to indemnify SBC for any breach of the same) that:
 - 2.1 It shall only use the logo for the Permitted Uses as shown in Schedule 2 and comply with the directions of SBC regarding the manner and form of the application of the logo including the directions contained in the Brand Guidelines issued by SBC with the logo.
 - 2.2 It shall not apply to register any logos or domain names which are the same as or confusingly similar to the logo;
 - 2.3 It will not use the logo in such a way as may affect its validity or may lead to revocation of the logo or otherwise injure the reputation or distinctiveness of the logo; and
 - 2.4 It shall not act nor purport to act as agent of SBC and shall not in using the logo make any representation nor give any warranty on behalf of SBC.
3. The Company acknowledges that the Company’s right to use the logo within the Territory shall include the right to use the logo on media in relation to the Permitted Uses which may be available or may be accessible outside the Territory, including via digital and online platforms, which may be accessible by remote means outside of the Territory.
4. The Company is authorised to use the logo while the organisation is a signatory to the PPC and complying with the Code requirements. It must be removed from any stationery, websites etc. in the event of the company being suspended or removed from the Code, and/or on the direction of the Code administrators.
5. SBC may terminate this permission at any time with immediate effect by giving written notice of termination to Company, the Company not being entitled to any compensation in this respect.
6. Additionally, and notwithstanding the provisions of the preceding paragraph, this consent will be automatically revoked in any cases of misuse of the logo which could compromise the

goodwill, public image or reputation of the holder of the logo.

7. On termination of this permission for whatever reason the Company shall remove the logo from the Permitted Uses and shall immediately cease to use the logo or any trading style, logo, marks, trade name or get up which is similar to the logo.
8. This consent is personal to the Company. The Company shall not assign or transfer all or any part of its rights, benefits or obligations under this letter and shall not sub-licence the consent to third parties.
9. No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
10. This consent and its terms shall be governed by, construed and interpreted in accordance with the laws of England and the Parties submit to the non-exclusive jurisdiction of the English Courts.

Yours sincerely,

Liz Barclay

Small Business Commissioner

SCHEDULE 1

Mark

Logo/Mark	Registration No.	Class	Goods/Services	Status	Jurisdiction
<p>Prompt Payment Code & device</p> 		35	Advertising; business management; business administration;	To be applied	International Registration Extension to United Kingdom

SCHEDULE 2

Permitted Uses

The Office of the Small Business Commissioner give consent to the Company's use of the logo for the purpose of identifying the PPC as a client on website and on advertising and promotional materials.

The Office of the Small Business Commissioner is collaborating with PPC signatories and gives permission for the PPC's name and logo to be used to help promote **events/meetings/etc** across their digital and social media platforms.