

**COMMUNITY USER GROUP 'WOMBLES' LICENCE****LICENCE FORM**

This document sets out the terms and conditions on which the Licensor permits the Licensee and its associated User Group (all as identified below) to use the WOMBLES brand.


**Licence Details:**

<b>Effective Date:</b>	2nd March 2026
<b>Licensor:</b>	Name: THE WOMBLES COMMUNITY CHARITY, a charitable incorporated organisation registered charity with company number CE031874 & charity number 1202563. Address: Worlds End Studios, 132-134 Lots Road, London SW10 0RJ  Email address: <a href="mailto:hello@thewomblescommunity.com">hello@thewomblescommunity.com</a>
<b>Licensee (name and address):</b>	(i) Mark Watson – <a href="mailto:mark.watson@northantslitterwombles.co.uk">mark.watson@northantslitterwombles.co.uk</a> (ii) Nicola Elliott – <a href="mailto:Nicola.elliott@northantslitterwombles.co.uk">Nicola.elliott@northantslitterwombles.co.uk</a> (iii) Kevin Potter – <a href="mailto:kevin.potter@northantslitterwombles.co.uk">kevin.potter@northantslitterwombles.co.uk</a> (iv) Elizabeth Crow – <a href="mailto:elizabeth@northantslitterwombles.co.uk">elizabeth@northantslitterwombles.co.uk</a> (v) Monica DeBokx – <a href="mailto:monicadebokx@northantslitterwombles.co.uk">monicadebokx@northantslitterwombles.co.uk</a>  jointly and severally representing the User Groups
<b>User Groups:</b>	Northants Litter Wombles Daventry Litter Wombles
<b>Approved User Group Name</b>	Northants Litter Wombles  Daventry Litter Wombles
<b>Project:</b>	Litter picking and other community environmental activities

<b>Permitted Activities:</b>	<ol style="list-style-type: none"><li>1. Organisation of the User Group to carry out the Project, including litter removal and disposal activities in the Territory.</li><li>2. Promotion of the User Group and the Project.</li><li>3. Non-commercial education services for children and adults in the Territory in relation to the Project and litter prevention and litter picking generally.</li></ol>
<b>Territory</b>	Northamptonshire



This licence agreement is entered into on the Effective Date between the Licensor and Licensee and is subject to and in accordance with the attached **Terms and Conditions**, which are incorporated into this Licence. This Licence Form and the Terms and Conditions (including any Schedules) together are referred to as the **Agreement**.

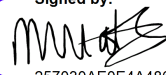
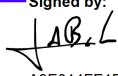

Unless defined in this Licence Form, all capitalised terms used in the Agreement have the meaning given to them in the Terms and Conditions.

<i>Signature</i> 
<i>Print name</i> Craig Treharne
<i>Title</i> Trustee

**Signed for an on behalf of The Wombles  
Community Charity :**

**Signed for and on behalf of the Licensee**

Signature	Signed by:  7C42A83FD0A645D...
Print name	Elizabeth Crow
Signature	Signed by:  ED8C40F5BC9A41B...
Print name	Kevin Potter

Signature	Signed by:  257030AE0E4A486...
Print name	Mark Watson
Signature	Signed by:  A3E014FE1B574FD...
Print name	Monica DeBokx
Signature	Signed by:  77A6980B7B8B4DA...
Print name	Nicola Elliott

## Terms and Conditions

The following terms and conditions govern the use by the Licensee and the User Group of the Marks (as defined below).

1. Wombles Copyright Holdings Limited, incorporated and registered in England and Wales with company number 07602683 whose registered office is at Acre House, 11-15 William Road, London, NW1 3ER, (“**WCHL**”) is the owner of all rights in the WOMBLES brand, including the trademarks, applications and registrations relating to the WOMBLES brand (“**the Mark**”) and including all rights in the materials incorporating the Mark listed in the Schedule (such materials being referred to as “**the Materials**”).
2. WCHL has granted Wombles Operations Limited, incorporated and registered in England and Wales with company number 11485964 whose registered office is at Acre House, 11-15 William Road, London, NW1 3ER, (“**WOL**”) a license to use the Mark, including all rights in the Materials.
3. The Licensor has been granted a licence by WOL (“**the Head Licence**”) to use the Materials in connection with certain charitable purposes including projects such as the Project.
4. In consideration of the mutual obligations accepted by the parties and of the Licensee in assisting the Licensor to promote and pursue its charitable objectives, the Licensor grants to the Licensee, acting on behalf of the User Group, a non-exclusive, royalty-free licence to:
  - a. use the Materials as part of the Approved User Group Name and solely for the carrying out of the Permitted Activities by the User Group, and subject to and in accordance with the Licensor’s Group Names Guidelines from time to time (a copy of the current version of which can be found on the Licensor's website at [www.thewomblescommunity.com](http://www.thewomblescommunity.com)) ;
  - b. access and use the education materials provided by the Licensor at the Licensor's website at [www.thewomblescommunity.com](http://www.thewomblescommunity.com) in relation to the education of children and adults as part of the Permitted Activities;in accordance with the terms of the Agreement.
5. The Licensee agrees and acknowledges that it is not permitted to use the Mark and/or the Materials in relation to any commercial activities and any such use will be a breach of this Agreement resulting in the immediate termination of this Agreement. Commercial activities include (without limitation) the sale of any merchandise, which will be subject to separate agreement in writing. Any non-commercial use of the Mark in connection with the User Group apparel or equipment will be subject to and in accordance with the Licensor’s Merchandise Guidelines from time to time (a copy of the current version of which can be found on the Licensor's website at [www.thewomblescommunity.com](http://www.thewomblescommunity.com)).

6. The Licensee agrees that it is responsible for all use of the Mark and/or the Materials made by the User Group and its members from time to time and shall signpost all members of the User Group to the terms of this Agreement, including via its social media platforms and website, If the Licensee becomes aware of any improper use of the Mark and/or the Materials by any member of the User Group it will immediately request the cessation of such use.
7. The Licensee shall use all reasonable endeavours to ensure that the Permitted Activities are carried out with due care and skill and that nothing is done or permitted which might impact adversely or on the Mark or the reputation of the Licensor, WOL or WCHL.
8. The Licensee agrees to request via its social media platforms and website that the Permitted Activities are carried out:
  - a. safely and responsibly, including with regard to choice of safe locations, use of appropriate equipment, the health and safety of participants and the disposal of litter; and
  - b. in accordance with the best practice guidelines issued by Keep Britain Tidy at [Beginner's Guide to Litter Picking and the Licensor's Safety Guidelines from time to time](#) (a copy of the current version of which can be found on the Licensor's website at [www.thewomblescommunity.com](http://www.thewomblescommunity.com)).
9. Neither the Licensor, WOL nor WCHL shall have any responsibility or liability for any damage to property or personal injury arising from the carrying out of the Permitted Activities. The Licensee acknowledges that the User Group undertakes the Permitted Activities at its own risk.
10. Other than the use of the Mark and/or the Materials as expressly permitted under clause 1, the Licensee is not permitted to and shall not use the Mark and/or the Materials for any other purpose and has no right to let anyone else use the Mark and/or the Materials. In particular, but without limitation, the Licensee shall:
  - a. not use or associate the Mark with any other trade mark, sign or company name (other than as part of the Approved User Group Name as approved in advance by the Licensor. This includes the grant of sponsorship rights to any third party which include any right for the third party to use the Mark and/or the Materials. Any sponsorship of the User Group will be in accordance with WOL's Sponsorship Guidelines from time to time (a copy of the current version of which can be found on the Licensor's website at [www.thewomblescommunity.com](http://www.thewomblescommunity.com)); and
  - b. seek the Licensor's prior written approval of any digital or physical promotional or educational materials which incorporate the Mark and/or the Materials (including within social media handles) and shall not use, distribute or publish any such materials until written approval from the Licensor has been obtained, such approval not to be

unreasonably delayed. The Licensor shall endeavour to respond within 5 days where possible, but for the avoidance of doubt any failure to respond within 5 days shall not be deemed approval.

11. The Licensee shall at all times comply with all instructions and policies from time to time of the Licensor with regard to the use of the Mark and/or the Materials.
12. The Licensor may, at its discretion, amend or delete any of the Marks or Materials listed in the Schedule at any time on written notice to the Licensee.
13. The Licensee acknowledges that WCHL is the owner of the Mark and that all goodwill derived from the Licensee's use of the Mark shall accrue to WCHL. If, at any time, the Licensor (on behalf of WCHL) or WOL or WCHL requires the Licensee to provide a confirmatory assignment to WCHL of that goodwill, the Licensee shall immediately execute it (including after the end of this Agreement).
14. The Licensee shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or that may invalidate or jeopardise any registration of the Mark.
15. The Licensee undertakes that it will not use the word "Wombles" in the registered name of any entity through which it undertakes its activities, whether as the name of any company, partnership, social enterprise, charity or otherwise, and will comply with the Licensor's Group Names Guidelines from time to time (a copy of the current version of which can be found on the Licensor's website at [www.thewomblescommunity.com](http://www.thewomblescommunity.com)).
16. The Licensee shall not apply for, or obtain, registration of the Mark for any goods or services in any country or in connection with any domain name or social media account.
17. The license set out in this Agreement shall commence on the Effective Date shall continue until terminated as set out below.
18. Without affecting any other right or remedy available to it, the Licensor may terminate this Agreement with immediate effect by giving notice to the Licensee if the Licensee commits a material breach of this Agreement.
19. This Agreement shall automatically terminate with immediate effect (without notice to either party) on the termination of the Head License.
20. Either party may terminate this Agreement at any time by giving to the other not less than sixty days' written notice of termination.
21. On expiry or termination of this Agreement for any reason, all rights and licenses granted

pursuant to this license shall immediately cease and the Licensee shall immediately cease all use of the Mark and Materials.

22. The Licensee shall not assign, transfer, mortgage, charge, subcontract, declare a trust over, or deal in any other manner with any or all of its rights under this Agreement.
23. No one other than WOL or a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.
24. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at the postal address specified in the Licence Form; or sent by email to the email address for each party as specified in the Licence Form.
25. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
26. The Licensor acknowledges that the Licensee has a number of affiliated groups. This License does not apply to or extend to such affiliated groups. Accordingly (i) this License does not grant any rights to any such affiliated group, whether in respect of the use of the Mark and/or the Materials, the undertaking of any activities by any such affiliated group, or otherwise; and (ii) the Licensee shall not be responsible for the activities of any such affiliated group.
27. For the avoidance of doubt:
  - (i) the Licensee is entitled to use the word “Wombles” as part of its Approved User Group Name including use on its social media platforms, website, domain names and email addresses;
  - (ii) in the event of any breach of this Agreement by the Licensee, the Licensor’s only remedy shall be to terminate this Agreement in accordance with clause 18, and the Licensor shall not be entitled to any compensation in respect of any such breach;
  - (iii) the Licensee confirms that they are authorized and empowered to sign this License Form on behalf of the User Groups.

## **SCHEDULE – THE MATERIALS**

- Resources supplied on The Wombles Community Portal:
  - Logos
  - Images
  - Branding Assets
  - Certificates
  - Posters