

**License Agreement between CRV Solutions Ltd t/a COURIER
EXPERT and (Licensee)**



Courier Expert

Your Name:	
Courier Number: (Courier Expert to issue)	
Area to be Licensed:	

Company Name:

Address:

Postcode:

Telephone:

Fax:

Email:

Contact Name:

Contact Tel:

Company Registration Number (if applicable):

VAT Registration Number (if applicable):

License Agreement by and between
CRV Solutions Ltd T/A COURIER EXPERT the Licensor
And the Licensee

This agreement is entered by and between CRV Solutions Ltd and Client ("Name specified on Page (2) two") (Collectively the "Parties")

Definitions:

- **"License"** means the rights to operate a courier business in a given area using the Courier Expert trading brand. The client, the License holder understands that he/she will conduct his business in the area where rights have been granted.
- **"Licensee"** means you (the purchaser) who wishes to engage with CRV Solutions Ltd to use the Courier Expert brand and supply Courier Services in Licensees area.
- **"Licensor"** means CRV Solutions Ltd trading as Courier Expert and any other trading names CRV Solutions Ltd may use in the future.
- **"Agreement"** means this Agreement, which shall apply to the contract of License between the Licensor and the Licensee.
- **"You and "Your"** may be used to refer to The Licensee.
- **"We" and "Us"** may be used to refer to The Licensor.

To carry out this purpose, the parties hereby agree as follows:

1. LICENSEE OBLIGATIONS

- A. Duties to be performed by Licensee:** Licensee agrees to market and promote their area as considered acceptable by Courier Expert. Licensee accepts that all costs incurred by marketing, advertising and any other promotions done, shall solely be responsibility of the Licensee and the results will affect the growth of the business of the Licensee.
- B. Compliance with Law:** Licensee acknowledges that Courier Expert exercises no control over the goods carried by the Licensee, the employees or sub-contractors of the Licensee. The Licensee ensure that they will comply with applicable laws of the UK and abroad that govern the carriage and transportation of goods, the Licensee agrees that all relevant insurances relating to the collection and delivery are in place.
- C.** The Licensee has a period of (6) Six months from the date of the Agreement to start trading in their area. If the (6) Six months time period has lapsed then the License will be revoked and no refunds will be given.

2. COURIER EXPERT LICENSE

- A. The Licensee has the authority to conduct business as a courier company providing all services that are provided by Courier Expert.
- B. The Licensee shall only canvas work in their designated postcode area(s).
- C. The License allows the Licensee to use the Courier Expert branding registered or otherwise.
- D. The License allows the Licensee to advertise that they are the representatives of Courier Expert in their licensed area. The Licensee can portray that they are Courier Expert in their licensed area. All work that comes in must be passed to the Licensor.
- E. In no way does this License make any reference that the Licensee will make a profit from operating a courier business in their licensed area using the Branding. The Licensee is reminded that they are entering into an agreement to use the Courier Expert branding to make their business a success.
- F. The Licensee ensures that proof of delivery notes will be used and all proof of delivery notes will be forwarded to Courier Expert within 48 Hours.
- G. The Licensee will be offered first refusal of any work that comes in assuming that they can deliver it to the client's requirements, do it for the agreed price and meet any legal requirements associated with that delivery. If not then the Licensor arrange for someone else to do the delivery.
- H. The Licensee will receive 60% of the fee for standard work. If the Licensee does not want to take a particular delivery then the licensor will arrange for someone else to do it.
- I. The Licensee will also receive 10% in addition, for any work generated from their own advertising, irrespective of whether the licensee performs the delivery or not.
- J. Any monies owed to the licensee will be paid 30 days from the date of the invoice.
- K. Courier Expert in its part will use current and future methods to promote, supply and provide as part of the Courier Expert brand, the following, but is not limited to or is committing to:
 - We take your bookings and payment from customers.
 - Your own listing/page on our website
 - Starter printed literature, at the published cost.
 - National advertising done from head office in Peterborough.
 - Your full details on our national website www.courierexpert.co.uk
 - You will receive unlimited support form Head Office.
 - Full rights to trade as Courier Expert in your designated area.
 - Yell.com listing.
 - Google maps listing.
 - Your own 0844 number, diverted to your mobile and secondly, to our office.

3. CONSIDERATION

- A. The Parties hereby agree that the total consideration under this Agreement to be paid by the Licensee to Courier Expert is fixed and is earned as of the date of execution of this Agreement.
- B. The License fee to be paid weekly by, Credit or Debit Card, BACS, or Cash.

Weekly License fee of £9.99 per week (plus VAT)

These fees are based upon a realistic figure that would be needed to cover minimum administration per week. The weekly fees paid do not warrant Courier Expert to use money raised from license fees to further it's advertising or commit us to promote your area.

- C. Failure of Licensee to pay any amount due with 14 days of the due date shall result in the termination of this Agreement and render the remaining consideration immediately due and payable.

4. CONFIDENTIALITY

- A. *Confidential Information Defined:* Each Party acknowledges that it will have access to certain information of the other Party concerning the other Party's business, plans, customers, technology, methodology and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information includes, but is not limited to: descriptions, business plans, software, internet designs, test data, other data, reports, recommendations, marketing plans, advertising materials, customer lists, business records, projections, products, services, product information, service information, financial information, other plans or proposals, proprietary information and any other information disseminated by one Party to the other to further the purpose of this Agreement and the performance thereof.
- B. *Non-Confidential information.* Information is not confidential if it is generally known or available to the public, it is known to one party before the other party disclose it, it was independently received by a Party from the third party or it was developed independently of the other Party.
- C. *Obligations of Non disclosure.* The Parties promise and hereby agree:
- i. To hold Confidential Information in strict confidence;
 - ii. To use confidential Information only for purposes of carrying out this Agreement;
 - iii. To only disclose the Confidential Information to those Party's officers, employees and agents as are deemed necessary to carry out purpose of this Agreement; and
 - iv. Not to disclose confidential Information to third parties without the other party's prior written approval.

The parties hereby agree that these obligations shall remain in full force and effect during the term of this Agreement and for one (1) year following termination of this Agreement.

5. WARRANTIES

- A. Courier Expert represents and warrants that it has the full power and authority to enter into this Agreement. The goods and services furnished under this Agreement are provided "as is," without any express or implied warranties including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Specifically does not predict nor guarantee the success and growth of business.
- B. Licensee represents and warrants that it has the full power and authority to enter into this Agreement. Licensee further represents and warrants that Licensees services, products, materials, data and information used by the Licensee and by it's customers and users in connection with this Agreement do not, as of the date of this Agreement operate in any manner that would violate any applicable law or regulation.

6. LIMITATION OF LICENSORS LIABILITY

In no event shall Courier Expert be liable for any lost revenue, lost profits, loss of data, rights or services, loss of interruption of client's business, special, incidental, punitive, indirect or consequential damages, suffered by the client, whether or not Licensee has been advised of the possibility of such loss, injury and/or damages. Courier Expert's maximum aggregate liability to Licensee related to or in connection with this agreement will be limited to £100.00 GBP hereunder.

7. PARTIES INDEMNITY OBLIGATIONS

- A. Licensee shall indemnify Courier Expert against any claims, liabilities, and costs, including reasonable attorneys' fees, and defend any third party claim or suit against Courier Expert arising out of Licensees have the right to fully control the defence and any settlement of the claim or suit.
- B. Courier Expert shall indemnify Licensee against all claims, liabilities and costs, including reasonable attorneys' fees, and defend any third party claim or suit against Licensee arising out of Courier Expert's acts. Licensee shall promptly notify Courier Expert in writing of such claim or suit and shall have the right to fully control the defence and any settlement of the claim or suit.

8. EXCUSED DELAY IN PERFORMANCE

Neither Party shall be liable for, any delay of performance, due to causes beyond its reasonable control. This includes but is not limited to: acts of god, delays associated with adjustments needed to comply with road traffic incidents, adverse weather conditions, and the arrival of new competitors. The time for completing the performance that has been delayed shall be extended by a period equal to the delay caused.

9. MODIFICATIONS

This Agreement may be amended at any time but any amendments must be in writing and signed by both Parties.

10. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

11. GENERAL PROVISIONS

- A. Sole Agreement: This entire Agreement between Courier Expert and the Licensee.
- B. Either party may change its address appearing in this Agreement by giving written notice of the change to the other party.
- C. Independent Contractors: The Licensee is an independent contractor and does not have the power or authority to enter into any agreement for, or on the behalf of Courier Expert. This Agreement does not create a partnership, joint venture, or employment relationship of any kind.
- D. Notice. All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by either same day courier, certified mail, overnight courier, facsimile, or hand delivery to the parties at the respective addresses set forth below or to such other address as the party to receive the notice has designated by notice to the other party:

If to Licensee:

(Use details from page (2) Two)

If to Courier Expert

CRV Solutions Ltd T/A COURIER EXPERT,
Unit 35 Eventus Business Centre,
Sunderland Rd, Northfields Industrial Estate,
Market Deeping, Peterborough. PE6 8FD

All notices shall be effective (i) when delivered personally, (ii) three (3) days after deposit in mail accordance with terms of this section, (iii) the business day when delivered by national recognised courier (e.g. Courier Expert, DHL, UPS, TNT, FedEx etc), or (iv) the business day on which facsimile transmittal is completed before 5.00pm, provided transmission is followed by notice under on of “(i)” through “(iii)” above.

- E. *Assignment.* Licensee may not assign its rights or delegate its duties under this Agreement either in whole or in part without prior written consent of Courier Expert, except that Licensee may assign this Agreement in whole as part of a corporate reorganisation, consolidation, merger, or sale of substantially all of its assets. Any attempted or delegation without such consent shall be void.

12. TERMINATION

- A. *Term.* The term of this Agreement shall commence on the date of signing this Agreement and shall expire Ten (10) years after this Agreement is executed. Licensee has an option of leaving services by giving two (2) weeks written notice.
- B. *Termination of cause.* Either party will have the right to terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- C. *Misconduct:* Any act deemed to be of gross misconduct may and can lead into this Agreement being terminated. In the case of gross misconduct the termination will be executed by Courier Expert immediately and all monies owing will become due immediately and all associated materials, marketing and digital information will be returned to the control of Courier Expert.
- D. If this Agreement is terminated by us for whatever reason we shall offer or transfer the license to whoever we want without consulting you.
- E. The initial license fee is not refundable under any circumstances.

Licensee Agreed and Accepted	Licensor Agreed and Accepted
Company Name (if applicable):	Company Name: CRV Solutions Ltd
Trading As (if applicable):	Trading As: Courier Expert
Name(s):	Name(s):
Signatures(s): (Signature of Directors if Limited Company)	Signatures(s):
Address:	Address: CRV Solutions Ltd T/A COURIER EXPERT Unit 35 Eventus Business Centre, Sunderland Rd, Northfields Industrial Estate, Market Deeping, Peterborough PE6 8FD
Date:	Date: