

**Accredited Paralegal Logo
Trade Mark Licence Conditions (adopted 15 February 2017)**

1. Interpretation

1.1 In these Conditions, including the recitals, unless the context requires otherwise: -

“Accredited Paralegal” means a person who has a current membership and authorisation from the Society under the Status and who agrees to comply with these Conditions;

“Brand Guidelines” means the guidelines, rules, recommendations and instructions issued from time to time by the Society in relation to the use of the Marks;

“Marks” means the logo(s) and other marks from time to time specified by the Society for use by Accredited Paralegals of the same grade (under the Status) as that of which the Accredited Paralegal is a member, which may include but are not limited to the terms “ACCREDITED PARALEGAL”, “THE LAW SOCIETY OF SCOTLAND ACCREDITED PARALEGAL” and those registered under United Kingdom trade mark numbers 3212842 and 3212845;

“Membership Period” means the period during which the Accredited Paralegal is an Accredited Paralegal under the Status;

“Paralegal Services” means services undertaken in support of a Supervising Solicitor, limited to the practice area(s) in which the Accredited Paralegal is authorised by the Status of Operation to practise;

“Practising Year” means (in the first year of an Accredited Paralegal’s membership of the Status) the period of up to one year commencing from date of accreditation until the next renewal date or (in subsequent years of membership) the period of one year commencing on the date on which the Accredited Paralegal’s renewal of their accreditation as an Accredited Paralegal becomes effective;

“Purpose” means (subject to Condition 10.2) use by the Accredited Paralegal in relation to identifying the Accredited Paralegal as an Accredited Paralegal with a current membership and authorisation from the Society under the Status, in the course of marketing, promoting and supplying Paralegal Services (save that in respect of any Mark which is a registered trade mark, the Purpose shall not include use of that Mark in relation to goods or services in respect of which it is not registered);

“Regulated Employer” means either an employer of the Accredited Paralegal which is a practice regulated by the Society pursuant to the Solicitors (Scotland) Act 1980, as amended or an organisation (other than a law firm) which employs practicing Solicitors but which organisation itself is not regulated by the Society;

“Status” means the Status for accrediting paralegals operated by the Society in association with the Scottish Paralegal Association;

“Scheme of Operation” means the General Competencies, Additional Competencies, CPD regime, Standards for Accredited Paralegals, admission and registration procedures and complaints regime for Accredited Paralegals as approved by the Society’s Council on 7

as may be amended from time to time, together with all other rules, guidance, standards promulgated or directions given by the Society in relation to the entry to, and operation and membership of, the Status and the conduct of paralegals registered under it;

“**Society**” means the Law Society of Scotland; and

“**Supervising Solicitor**” is any Scottish solicitor, with an unrestricted Practising Certificate, for whom from time to time the Accredited Paralegal does work.

“**Territory**” means the territory in which the Society has rights in the Marks.

- 1.2 The headings in these Conditions are inserted for convenience only and shall not affect its construction.
- 1.3 Words denoting the singular include the plural and vice versa, words denoting a gender include all genders and words denoting persons include all legal entities.
- 1.4 Unless the context otherwise requires, references in these Conditions to any “Condition” will be deemed to be a reference to the relevant condition of these Conditions.
- 1.5 References in these Conditions to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2. Duration

- 2.1 Unless terminated or cancelled earlier under Condition 10, or suspended or revoked by the Society by written notice to the Accredited Paralegal, the Accredited Paralegal’s right to use the Marks shall come into effect on the commencement of the Membership Period and shall expire automatically at the end of the Membership Period without notice being required.
 - 2.1 Save as expressly set out in these Conditions, nothing contained in these Conditions shall vest in the Accredited Paralegal any rights of any nature in the Marks or any other proprietary rights of the Society.

3. Licence to use the Marks

- 3.1 The Society hereby grants to the Accredited Paralegal a revocable non-exclusive non-transferable licence (without any right to sub-licence except to a Regulated Employer and then only in compliance with Condition 4) to use the Marks in the Territory for the Purpose only and that during the Membership Period and subject to these Conditions.
- 3.2 The Accredited Paralegal shall use only those Marks deemed by the Society as suitable for the grade of membership of the Status enjoyed by the Accredited Paralegal.
- 3.3 No other rights under the Marks are granted to the Accredited Paralegal and the Society reserves the right to use (and licence the use of) the Marks for any purpose both inside and outside the Territory.

4. Use of the Marks by Regulated Employers

- 4.1 The Accredited Paralegal may permit his or her Regulated Employer to use the Marks, subject to the remainder of this Condition 4.

- 4.2 All use of the Marks by a Regulated Employer shall be subject strictly to the terms of the Conditions, which shall apply to the Regulated Employer *mutatis mutandis*.
- 4.3 The Accredited Paralegal shall ensure the Conditions, and this Condition 4, are brought to the attention of the Regulated Employer and in the absence of a Regulated Employer a Supervising Solicitor.
- 4.4 Any permission under Condition 4.1 shall terminate if the Accredited Paralegal's right to use the Marks is terminated under these Conditions (unless the Regulated Employer employs another paralegal accredited under the Status whose right to use the Marks has not been terminated.)
- 4.5 Any permission under Condition 4.1 shall be suspended if the Accredited Paralegal's right to use the Marks is suspended under these Conditions (unless the Regulated Employer employs another paralegal accredited under the Status whose right to use the Marks has not been suspended.)
- 4.6 The Accredited Paralegal shall ensure that the use by the Regulated Employer of the Marks complies in all respects with the Conditions, failing which the Accredited Paralegal shall immediately notify the Society of any breach or failure on the part of the Regulated Employer and shall provide the Society with all assistance and information required by the Society for it to take such remedial action as it considers necessary.

5. Compliance and standards

- 5.1 The Accredited Paralegal shall ensure that the services marketed, promoted and/or supplied by him or her under the Marks conform to and comply in all respects with the Scheme of Operation and all applicable laws and regulations of governmental or other competent authorities in the Territory from time to time, and any established professional standards in the European Union.
- 5.2 The Accredited Paralegal will permit the Society or its authorised representative on request to review, inspect and audit the marketing, promotion and supply of the said services and their compliance with the Scheme of Operation. If the Society determines that any such service fails to meet the Scheme of Operation or any of the other standards referred to in Condition 5.2, it shall give notice to the Accredited Paralegal. On receipt of such notice, the Accredited Paralegal shall forthwith rectify the failure and in the meantime shall if the Society so requires cease all use of the Marks in connection with the marketing, promotion and supply of all services objected to by the Society until the Society confirms in writing that the Accredited Paralegal may recommence such use.

6. Use of the Marks and marking

- 6.1 The Accredited Paralegal shall use the Marks in the form stipulated from time to time by the Society and shall observe strictly the Brand Guidelines and any directions given by the Society as to the colours and size of representations of the Marks and their manner and disposition in relation to all advertising, promotional and other documentary material which makes use of the Marks, in whatever format (including but not limited to digital or electronic format.) The Accredited Paralegal shall not use the Marks in any fashion not permitted by the Brand Guidelines unless with the express prior written approval of the Society.
- 6.2 The Accredited Paralegal shall make use of the Marks only for the Purpose and, in particular, shall not use the Marks in any way which would tend to allow any of them to become generic,

lose its distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the goodwill, reputation and image of the Society.

- 6.3 The Accredited Paralegal shall not use the Marks accompanied by other trade marks (whether registered or not) logos or words describing products or services unless the Marks is sufficiently distinguished from the surrounding and adjacent graphics and/or text.
- 6.4 The Accredited Paralegal shall not adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable intimation of, the Marks, or unfairly competes with the Marks.
- 6.5 The Accredited Paralegal shall not at any time, whether during or after termination of these Conditions, apply anywhere in the world to register any trade marks identical to or so similar to the Marks as to be likely to deceive or cause confusion.
- 6.6 The Accredited Paralegal understands and agrees that the exercise of the licence of the Marks granted to the Accredited Paralegal under these Conditions is subject to all applicable laws, enactments, regulations and other similar instruments in the Territory (including, without limitation, all applicable local laws relating to advertising, broadcasting, health and safety, the provision of legal services, and telecommunications), and that the Accredited Paralegal shall at all times be solely liable and responsible for such due observance and performance. The Accredited Paralegal will obtain at his or her own expense all licences, permits and consents necessary for the marketing, promotion and supply of services by the Accredited Paralegal in the Territory.
- 6.7 The Society does not warrant that the use of the Marks by the Accredited Paralegal shall not infringe the rights of any third party.
- 6.8 The Society shall not be obliged to procure or prosecute the registration of any of the Marks as registered trade marks nor to maintain any such registration if granted.
- 6.9 Without limitation to the Rules of the Scheme of Operations, the Society may at any time without liability or penalty whatsoever in its sole discretion withdraw, alter or replace any of the Marks by written notice to the Accredited Paralegal, and the Accredited Paralegal shall be bound to comply with the terms of any such notice forthwith.

7. Misuse of the Marks

- 7.1 If the Accredited Paralegal learns of any misuse, infringement or threatened infringement of the Marks or of any action detrimental to the Marks or of any third party allegation that the Marks are liable to cause deception or confusion to the public, the Accredited Paralegal shall forthwith and without delay notify the Society giving full particulars of such circumstances and shall make no comment or admission to any person other than the Society in respect of such circumstances. The Society shall have the conduct of all proceedings relating to the Marks and shall in its sole discretion decide what action (including but not limited to litigation, arbitration or compromise) if any to take in respect of any infringement or alleged infringement of the Marks or passing-off or any other claim or counterclaim brought or threatened in respect of the use of the Marks.
- 7.2 All rights of the Accredited Paralegal as licensee pursuant to Section 30 of the Trade Marks Act 1994 are hereby expressly excluded.

7.3 The Accredited Paralegal will at the request of the Society give full co-operation to the Society (including the provision of documentation and making relevant people available) in any action, claim or proceedings brought or threatened in respect of the Marks.

8. Ownership of the Marks

8.1 The Accredited Paralegal shall not, by virtue of these Conditions or his or her accreditation under the Status, obtain or claim any right, title or interest in or to the Marks except the rights of use as are specifically set out in these Conditions, and hereby acknowledges and agrees that all such use of the Marks by the Accredited Paralegal shall be for the benefit of the Society and the goodwill accrued to the Accredited Paralegal arising from his or her use of the Marks (but no greater or other goodwill) shall accrue to and be held in trust by the Accredited Paralegal for the Society which goodwill the Accredited Paralegal agrees to assign to the Society forthwith at the Society's request at any time whether during or after the expiry or termination of these Conditions.

8.2 The Accredited Paralegal undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the Marks nor to do any act which might assist or give rise to an application to revoke or remove the Marks or which might prejudice the right or title of the Society to the Marks, nor to challenge the right or title of the Society to the Marks.

8.3 The Accredited Paralegal will on request give to the Society or its authorised representative any information as to the Accredited Paralegal's use of the Marks which the Society may require and will render any assistance required by the Society in maintaining the registration of the Marks.

9. Liability

9.1 Nothing in these Conditions will exclude or limit in any way either party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any matter for which it would be illegal for that party to limit or exclude, or attempt to limit or exclude, its liability.

9.2 The Society accepts no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable.

9.3 Subject to Conditions 9.1 and 9.2 above, the liability of the Society to the Accredited Paralegal in any Practising Year for any loss, damage or claim arising in respect of these Conditions is limited to an amount equal to the fee actually paid by the Accredited Paralegal to the Society for the Accredited Paralegal's membership of the Status for that Practising Year.

9.4 The Accredited Paralegal shall indemnify and keep the Society (together with its officer-bearers, employees and agents) fully indemnified against any and all claims, liabilities, actions, proceedings, costs, expenses, losses, injuries, interest, damages and demands whatsoever which may be brought against or suffered by the Society arising out of or resulting from (a) breach of these Conditions by the Accredited Paralegal, (b) acts or omissions of the Accredited Paralegal, (c) the use by the Accredited Paralegal of the Marks and/or (d) the marketing, promotion and/or supply of any products or services by the Accredited Paralegal.

10. Suspension, Termination and Cancellation

- 10.1 The Accredited Paralegal's right to use the Marks for the Purpose is conditional upon their employment either with a Regulated Employer or, in the absence of a Regulated Employer, an organisation which employs a Supervising Solicitor.
- 10.2 In the event that the Accredited Paralegal is not in the type of employment described in Condition 10.1, the Purpose for which the Accredited Paralegal may use the Marks shall, until the Accredited Paralegal enters such employment, be limited solely to the use of the term 'Accredited Paralegal' in order to seek new employment.
- 10.3 The Society may forthwith terminate the Accredited Paralegal's right to use the Marks under these Conditions by written notice to the Accredited Paralegal if:
- (a) the Accredited Paralegal is in material breach of his or her obligations under these Conditions and fails to rectify that breach within 30 days of being called upon to do so;
 - (b) the Accredited Paralegal is in breach of his or her obligations under the Scheme of Operation and either fails to rectify that breach within 30 days of being called upon to do so, or the Society takes the view that the breach is so serious that the Accredited Paralegal's right to the Mark should be immediately terminated;
 - (c) the Accredited Paralegal is unable to pay his or her debts as they fall due or grants a trust deed for creditors or is sequestrated or ceases for any reason to carry on business or takes or suffers any similar action in consequence of a debt or is otherwise insolvent;
 - (d) the reputation or public standing of the Accredited Paralegal becomes damaged in such a way that the Society considers the continuance of the Accredited Paralegal's participation in the Status is likely to cause detriment to the reputation or goodwill of the Society or of Scottish solicitors or of Scottish paralegals;
 - (e) in the opinion of the Society, the Accredited Paralegal has engaged in conduct which has damaged, or is likely to damage, the reputation of the Society or of Scottish solicitors or of Scottish paralegals or has brought, or is likely to bring, the Society or Scottish solicitors or Scottish paralegals into disrepute; or
 - (f) the Accredited Paralegal challenges any of the Society's rights in or to the Marks or any of them.
- 10.4 The Accredited Paralegal's right to use the Marks under these Conditions shall forthwith terminate without notice of any kind being required to be given to the Accredited Paralegal if the Accredited Paralegal ceases to be accredited under the Scheme.
- 10.5 On expiry or termination of the Accredited Paralegal's right to use the Marks under these Conditions however arising: -
- (a) all rights and licences granted in favour of the Accredited Paralegal under these Conditions shall cease forthwith;
 - (b) the Accredited Paralegal shall (notwithstanding the expiry or termination of these Conditions for any reason) at the reasonable request and expense of the Society do all acts and execute all such further documents, forms and authorisations as may be required to vest in the Society or its nominee the full property, right, title and interest in and to the intellectual property rights referred to in Condition 8.1;

- (c) the licence to use the Marks shall cease except in relation to actions permitted or required by this Condition 10;
- (d) the Accredited Paralegal shall not market, promote and/or supply any products or services of any type or description under or by reference to the Marks or any confusingly similar mark;
- (e) the Accredited Paralegal shall return to the Society or (at the Society's option) destroy any and all promotional and other items or materials bearing or incorporating the Marks, or shall ensure that the Marks are removed from all such items or materials;
- (f) the Accredited Paralegal shall cease to describe or hold himself or herself out as an Accredited Paralegal under the Status;
- (g) the Accredited Paralegal shall (if so requested by the Society) deliver to the Society a certificate in the form required by the Society signed by the Accredited Paralegal warranting that the terms of this Condition 10.3 have been complied with in full and agreeing to indemnify the Society fully for any breach of such warranty; and
- (h) all provisions of these Conditions which in order to give effect to their meaning need to survive its termination (including but not limited to Conditions 4.4, 4.6, 6.5, 6.7, 6.8, 7.3, 8, 9, 10.5, 10.6, 10.7, 10.8, 11, 12 and 13) shall remain in full force and effect after termination.

- 10.6 The Accredited Paralegal shall do nothing after the expiry or termination of this Agreement which might lead any person to believe that the Accredited Paralegal is still licensed to use the Marks or is an Accredited Paralegal or is in any way connected with the Society or the Status.
- 10.7 The Accredited Paralegal hereby irrevocably appoints the Society to be the Accredited Paralegal's attorney empowered to execute and deliver on behalf of the Accredited Paralegal any deed or other document necessary to give effect to the provisions of this Condition 10.
- 10.8 On expiry or termination of these Conditions for any reason the accrued rights of either party against the other in respect of the period up to and including the date of termination or expiry shall remain unaffected.

11. No endorsement

Nothing contained in these Conditions shall be interpreted as an endorsement by the Society of the products or services or the activities or undertakings (commercial or otherwise) sold, advertised, promoted or marketed by or on behalf of the Accredited Paralegal. Save as expressly provided for in these Conditions in relation to the Marks, the Accredited Paralegal undertakes not to use or permit the use by his or her employers, partners, employees, agents, representatives, associated companies or contractors of, the name, logos, trade marks or any other aspect of the branding or public identity of the Society nor to state or imply that the Society (or of any of the officers or office bearers of the Society), endorses or supports any products supplied or services provided by the Accredited Paralegal or any such employer, partner, employee, agent, representative, associated company or contractor.

12. Notices

Any notice required to be given under these Conditions will be served personally, by first class recorded delivery post or by fax. Any such notice shall be served on the Society at its head

office address. Any such notice shall be served on the Accredited Paralegal at the address held by the Society for him or her on its register of members of the Scheme. Any notice so given will be deemed to have been duly served if personally delivered, on the date of delivery, if posted, forty eight (48) hours after posting, or if faxed at the time and date specified on the fax confirmation receipt issued by the sender's fax machine, and in proving service it will be sufficient to produce a copy of the notice properly addressed or numbered with the relevant post office receipt for despatch by first class recorded delivery post or the fax confirmation receipt (as the case may be).

13. General

- 13.1 The Society shall not be held responsible for any failure or delay by it in carrying out its obligations in terms of these Conditions which is due to circumstances beyond its reasonable control.
- 13.2 If any provision of these Conditions is found by any court of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this letter and the remainder of such provision shall remain in full force and effect.
- 13.3 These Conditions constitute the entire understanding between the parties regarding the arrangements between them concerning the use by the Accredited Paralegal of the Marks, and supersedes any prior arrangements, understandings, promises or agreements made or existing between the parties in relation thereto, save that nothing in this Condition shall preclude the Society from enforcing the Rules of the Status against the Accredited Paralegal.
- 13.4 Nothing in these Conditions shall operate to create a partnership or joint venture between the Accredited Paralegal and the Society or (save as expressly set out herein) constitute one of them the agent of the other for any purpose.
- 13.5 These Conditions do not create any legal rights, benefits or causes of action for any other party other than the Society and the Accredited Paralegal.
- 13.6 No amendment, waiver or variation of these Conditions shall be binding on the Society unless it is in writing signed on behalf of both parties.
- 13.7 No failure or delay by either party in enforcing any provision of these Conditions shall be construed as a waiver of any of its rights under these Conditions.
- 13.8 Any waiver granted by either party of any breach of, or any default under, any provision of these Conditions by the other party shall not be deemed a waiver of any subsequent breach of or default and will in no way affect the other terms of these Conditions.
- 13.9 The parties agree that an action for damages may be an insufficient remedy to protect the interests of the Society fully, and the Accredited Paralegal agrees that notwithstanding any rule of law to the contrary the Society shall at its option be entitled to seek interdict, injunction or any other interim remedy against the Accredited Paralegal or any other person.
- 13.10 These Conditions and the rights to the Marks granted under them are strictly personal to the Accredited Paralegal, who will not be entitled to assign, transfer or sub-contract any of his or her rights or obligations under these Conditions without the Society's prior written consent (except as expressly provided for in Condition 4.) The Society shall be entitled in its sole discretion to sub-contract, licence or assign any of its rights or obligations under these Conditions.

- 13.11 These Conditions shall be governed by and interpreted in accordance with Scots Law, and the Accredited Paralegal and the Society hereby submit to the exclusive jurisdiction of the Scottish Courts, save that the Society may take action and/or raise proceedings in such courts as it deems appropriate and in any jurisdiction if such action and/or proceedings are in its opinion required in order to enforce, protect, defend or maintain its intellectual property rights.
- 4.7 The Accredited Paralegal may permit his or her Regulated Employer to use the Marks, subject to the remainder of this Condition 4.
- 4.8 All use of the Marks by a Regulated Employer shall be subject strictly to the terms of the Conditions, which shall apply to the Regulated Employer *mutatis mutandis*.
- 4.9 The Accredited Paralegal shall ensure the Conditions, and this Condition 4, are brought to the attention of the Regulated Employer and in the absence of a Regulated Employer a Supervising Solicitor.
- 4.10 Any permission under Condition 4.1 shall terminate if the Accredited Paralegal's right to use the Marks is terminated under these Conditions (unless the Regulated Employer employs another paralegal accredited under the Status whose right to use the Marks has not been terminated.)
- 4.11 Any permission under Condition 4.1 shall be suspended if the Accredited Paralegal's right to use the Marks is suspended under these Conditions (unless the Regulated Employer employs another paralegal accredited under the Status whose right to use the Marks has not been suspended.)
- 4.12 The Accredited Paralegal shall ensure that the use by the Regulated Employer of the Marks complies in all respects with the Conditions, failing which the Accredited Paralegal shall immediately notify the Society of any breach or failure on the part of the Regulated Employer and shall provide the Society with all assistance and information required by the Society for it to take such remedial action as it considers necessary.

