



[NAME OF PROSPECTIVE LICENSOR SYNDICATE/COMPANY]
[ADDRESS OF PROSPECTIVE LICENSOR SYNDICATE/COMPANY]

[DATE]

Dear Sirs,

Merchandising and Participation Agreement
The Replica Flying Club Limited (“the Company”)

[] [Syndicate/Limited] is/are owner(s) of the Spitfire Kit number 73 (“the Aircraft”) purchased from [Supermarine Aircraft] [and registered with designation []].

The Company provides certain maintenance and support services to the owners of aircraft similar to the Aircraft (subject to the terms in the separate syndicate agreement).

The Company owns all rights in the name “The City of Oxford Squadron” (“the Squadron”) including trade marks and domain names, get-up and such other intellectual property as may be created from time to time by the Company in relation to the Squadron and its activities and appearances.

The Company wishes for the Aircraft to participate in events, displays and activities either singly or as part of the Squadron (“Events”).

You wish the Aircraft to participate in such Events and authorise the Company on the following terms:

1. In consideration of the payment to you by the Company of the fee (as calculated in accordance with paragraph 4 below) you:
 - 1.1 grant the Company an exclusive irrevocable licence to all intellectual property rights in any images, film or other media which feature the Aircraft whilst it is participating in Events (whether singly or as part of the Squadron); and
 - 1.2 agree to the Aircraft being promoted by the Company as forming part of the Squadron and to include the Aircraft in Events (where required) subject to your approval under paragraph 3.2 below.
2. You agree that:
 - 2.1 all intellectual property rights in the Squadron including without limitation all rights in markings, emblems and logos and images, film or other media of the

Squadron or the Aircraft's participation in any Event shall remain the property of the Company;

- 2.2 where you have agreed to participate in an Event:
 - (a) it is your responsibility to provide a suitably qualified pilot to fly the Aircraft and where such pilot requires reimbursement of expenses for such Event then it is your responsibility make such payment;
 - (b) for static displays - ensure that the Aircraft is prepared for delivery to the Event location at the agreed date and time;
 - (c) for flying displays – ensure that the Aircrafts is appropriately prepared, fuelled and ready to fly at the agreed dates and times to comply with Event schedules and timetables; and
 - (d) apply Squadron markings to the Aircraft in a form to be agreed by you and the Company.
- 2.3 where an Event requires the Aircraft/pilot to hold a licence/rating or permit you shall provide the Company with a copy of the same and shall immediately inform the Company in the event that such certificate, licence or permit is revoked or has conditions or other restrictions attached to it [which may affect the Aircraft's ability to participate in any Event];
- 2.4 any request for information regarding the Squadron or the Squadron's participation in an event received from a third party shall immediately be passed to the Company who shall have sole rights to negotiate with the third party in relation the Squadron or the Aircraft's involvement in such event;
- 2.5 you shall not commit or contract with a third party either on behalf of the Company or the Squadron and you shall not hold yourself as representing the Squadron without the prior written consent of the Company;
- 2.6 you shall not give an interview or make any press statement about the Squadron without the prior written approval of the Company.

3. The Company agrees that:

- 3.1 it shall use reasonable endeavours to promote and publicise the Squadron and shall negotiate all offers in relation to the Squadron;
- 3.2 it shall give you not less than 30 days notice of any requirement for the participation of the Aircraft in an Event;
- 3.3 where you have agreed for the Aircraft to participate in an Event, it shall provide you with details of the Event schedule, appearance requirements, health and safety procedures and such other information as has been provided to the Company by the Event organiser;
- 3.4 if you cannot provide a pilot for the Aircraft for any Event, at your request it may provide you with contact details of alternative pilots with appropriate experience for your consideration but the Company shall not be responsible for your selection of pilot;

- 3.5 it shall obtain such consents, licences and permissions as are necessary for the Squadron to participate in any Event and shall liaise and update you of the progress of such applications prior to such Event;
- 3.6 shall provide such ground crew as may be reasonably necessary for any Event;
- 3.7 shall hold suitable public liability insurance if required
4. The fee payable to you shall be:
 - 4.1 calculated as a percentage of the appearance fee paid to Company by the Event organiser after deduction by the Company of all fees and other costs incurred by the Company in connection with Squadron or the Aircraft's appearance at the relevant Event; and
 - 4.2 the fee shall be paid to your designated account within 14 days of the Company being paid by the Event organiser.
5. The Company shall not be liable to you for fees or other payment or reimbursement of costs if an Event does not take place due to circumstances beyond Company's control and it shall not be liable for any expenses or consequential losses suffered by you.
6. The Company does not guarantee the Aircraft's participation in all or any Events or any minimum number of Events or guarantee any minimum income in any calendar year.
7. This agreement shall commence on the date this letter is countersigned by you and shall continue unless terminated by either you or the Company by giving the other party not less than 12 months' written notice.
8. In the event that this agreement is terminated in accordance with paragraph 7 above then you agree that:
 - 8.1 all Squadron markings shall immediately be removed from the Aircraft; and
 - 8.2 you will return any property or publicity materials owned by or relating to the Squadron that you or your directors, members, partners, employees or agents may have in their possession.
9. Nothing contained in this Agreement shall be construed as an assignment or grant to you of any rights title or interest in or to the intellectual property rights it being understood that all rights in and to the intellectual property relating to the Squadron and its appearance at Events are reserved by the Company.
10. You acknowledge that all information received by you in connection with the Squadron and the Squadron's participation in Events is of a confidential nature and has or will have been communicated to you in the strictest confidence on terms requiring you not to divulge or permit such information to be divulged to third parties nor to permit such information to be used by third parties and not to use such information so as to gain unfair advantage over or compete with the Company at any time whether before or after the expiry of the term of this agreement and the you

warrant and undertake with the Company that you shall not do or omit to do anything which might result in a breach of such terms

11. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
12. All notices which are required to be given under this agreement shall be in writing and shall be sent to the address of the recipient set out in this agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this paragraph. Any such notice may be delivered personally or by first class prepaid letter or fax transmission and shall be deemed to have been served if by personal delivery when delivered if by first class post 48 hours after posting and if by fax transmission when dispatched.
13. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
14. This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Yours faithfully,

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For and on behalf of
Replica Flying Company Ltd

We hereby acknowledge receipt and accept the contents of this letter

Signed
[NAME OF RECIPIENT]

Date