



Cairngorms Brand Charter (the “Charter”)

The Cairngorms National Park is an outstanding place. The brand image should indicate a customer promise to give the best the area can offer and should inspire high quality, sustainable and authentic experiences, products and services. We will grant you use of the Park brand to help promote your business or event on you agreeing to the terms set out below.

I, (business owner or authorised signatory)
on behalf of (name of business)
confirm, agree and undertake that:

- We are proud to operate within the Cairngorms National Park.
- We meet, and will continue to meet, all current legislative and regulatory requirements, guidance and best practice relating to our business, activities and sector.
- We are committed to providing quality products and services, and to continually strive to improve our business and customer offering.
- We will always respect the special nature of the Cairngorms National Park and carry out our activities in ways that protect and improve the environment of the Cairngorms National Park.
- We will work to provide our customers with a distinctive and authentic experience of quality.
- Where possible we purchase goods and services from sustainable sources. We recognise that local products are part of the authentic experience and using them can have a positive effect on the environment.
- We will strive to enhance the reputation of the Cairngorms National Park as a great place to live, visit and do business.
- We will not act in any way which will bring the Cairngorms National Park or any businesses within it into disrepute.
- We will abide by the Conditions of Use relating to the Cairngorms National Park brand.

Signed

Date

Conditions of Use relating to the Cairngorms National Park Brand (the “Conditions of Use”)

- We acknowledge that all rights in the Cairngorms National Park brand (including all goodwill relating thereto and the Trade Mark referred to below) (the “**Brand**”) are the exclusive property of the Cairngorms National Park Authority of 14 The Square, Grantown-on-Spey, PH26 3HG (the “**CNPA**”)
- We acknowledge that the Cairngorms National Park name and logo is a registered Community Trade Mark with registration number 0043227003 (the “**Trade Mark**”).
- We acknowledge and agree that we are authorised to use the Brand only in accordance with the Charter, these Conditions of Use, and CNPA’s brand guidelines (as made available by CNPA from time to time) (the “**Brand Guidelines**”). The Brand Guidelines will be provided to you in our brand welcome pack provided to businesses approved to use the Brand.
- We are granted no right by CNPA to allow other people to use the Brand, and we undertake not to purport or attempt to give other people the right to use the Brand.
- We acknowledge the right to use the Brand is limited to use in relation to products and services which comply with the Charter, these Conditions of Use, and the Brand Guidelines.
- We are granted no right to use the Brand upon the body of any product, such as clothing, mugs or toys, is given. Separate permission must be obtained for such use.
- We acknowledge the Brand must be used only in conjunction with our own brand and not in isolation, or where it is the defining feature of any item or material. Separate permission must be obtained for such use.
- We will not do anything to weaken, damage or devalue the Brand or which is likely to bring CNPA into disrepute, examples of which would include creating a logo which is confusingly similar to the Trade Mark, or using the Brand in a context which may be obscene, offensive, blasphemous, illegal, defamatory, fraudulent or affiliated to a political or religious viewpoint.
- We will allow CNPA to investigate our use of the Brand on request and will make any changes regarding our use of the Brand which CNPA require as a result of this. We will provide any information CNPA request in relation to any investigation.
- We agree that we have no rights to the Brand other than as granted in these Conditions of Use.
- We will not apply to register any rights in relation to the Brand in any jurisdiction.
- We acknowledge that rights to use the Brand are being provided on a temporary basis and that CNPA may withdraw our right to use the Brand at any time. In such an event we will cease all use of the Brand.
- We acknowledge that rights to use the Brand are being provided on a royalty-free, “as-is” basis and that CNPA makes no guarantee in respect of and accepts no liability in respect of (so far as is permissible by law) the use of the Brand (including any non-infringement of third party brands).
- We indemnify and will keep indemnified CNPA against any loss, cost, expense, damage or other liability it incurs as a result of our use of the Brand.
- We will promptly notify CNPA of any actual, suspected or threatened misuse of the Brand or any claim that use of the Brand infringes the rights of any third party. CNPA will have exclusive control of any legal proceedings relating to such matters, and we will provide all assistance CNPA require in relation thereto.
- These conditions and the attached Charter shall be governed and construed in accordance with Scottish law and we hereby irrevocably submit to the exclusive jurisdiction of the Scottish courts.