**ECB ACCREDITED LOGO - LICENCE AGREEMENT**

**-Guidance note-**

Following your successful completion of the ECB accreditation process, the attached document is the agreement between your firm and ECB that gives you the legal right to use the ‘ECB Accredited’ logo:



This explanatory note\* is intended to outline in plain language some of the rights and obligations of your firm and ECB under that agreement. These include, but are not limited to, the following:

* The agreement allows your firm to use the above logos for the sole purpose of showing your firm is accredited.
* It is conditional upon your firm adhering to its terms, including payment of the stipulated licence fees.
* Your firm must not use the logos unless it is accredited. At all times your firm must comply with the accreditation criteria set out in the ECB (Enforcement Conduct Board) Accreditation Criteria and Framework.
* Your firm’s right to use the logo ends if it ceases to be accredited. In that situation, your firm must stop using the logo and not otherwise hold itself out as being accredited..
* Your firm must not use the logo, or otherwise hold itself out as being accredited, if it is subject of a suspension under the ECB (Enforcement Conduct Board) Accreditation Criteria and Framework.

*\*This note is intended to provide general guidance relating to some of the key terms of the agreement, in order to assist firms. It does not form part of your firm’s agreement with ECB and is not a legal aid to its interpretation.*

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**THIS AGREEMENT** is made the DATE SIGNED **October 2023**

# Between

1. Enforcement Conduct Board, a company limited by guarantee whose registered office is at First Floor, 10 Queen Street Place, London EC4R 1BE (registered company number 13907897) (‘ECB’); and
2. Empira Limited ,a company limited by guaranteewhose registered office is at ADDRESS (registered company number INSERT NUMBER) (‘the User’).

**The Parties agree as follows:**

# 1. Interpretation

1.1 ‘Accreditation Criteria’ the accreditation criteria set out in the Criteria and Framework as amended from time to time;

1.2 ‘Licence Fees’ the annual licence fees payable by the User to ECB in accordance with Clause 17;

1.3 ‘Conflicting Brand’ any name, logo or other element which is confusingly similar to the ECB Accredited Logo (which the Parties recognise includes but is not limited to the names ENFORCEMENT CONDUCT BOARD, ECB, and similar names and the individual or collective graphical elements of the ECB Accredited Logo);

1.4 ‘Contract Year’ means the 12-month period starting from the date of this Agreement, and all subsequent 12-month periods the Licence is in force;

1.5 ‘Criteria and the Enforcement Conduct Board (ECB) accreditation criteria and

Framework’ framework at Schedule 3 as may be amended by ECB from time

to time by giving notice to the User in Writing;

1.6 ‘ECB Trade Marks’ the registered marks listed at Schedule 2 as may be updated by ECB from time to time by giving notice to the User in Writing, or any of them;

1.7 ‘ECB Accredited Logo’ the logo or logos listed in Schedule 1;

1.8 ‘Suspension’ suspension of the User pursuant to the Criteria and Framework;

1.9 ‘Licence’ the licence of the ECB Accredited Logo granted at Clause 2;

1.10 ‘Term’ the term specified at Clause 3; and

1.11 ‘In Writing’ includes email.

# 2. Licence

In consideration for and subject to the User’s adherence to its obligations under this Agreement, and annual payment of the Licence Fees, ECB grants the User a non-exclusive non-transferable licence:

1. to use the ECB Accredited Logo
2. in the United Kingdom
3. for the Term
4. in relation to enforcement services provided by the User
5. in order to denote that the User and its practices comply with the Accreditation Criteria (and for no other purpose)

-provided such use is in accordance with this Agreement.

# 3. Term

The Licence will remain in force unless terminated pursuant to Clause 9 or Clause 17 of this Agreement.

# 4. No Warranty

ECB gives no warranty that use of the ECB Accredited Logo does not infringe the rights of any third party. The User acknowledges that use of the ECB Accredited Logo is at its own risk.

1. **User’s Obligations** 
   1. The User shall:
      1. not use the ECB Accredited Logo or any Conflicting Brand other than as authorised by this Agreement;
      2. not do anything which may damage ECB, the ECB Accredited Logo, the names ECB or ENFORCEMENT CONDUCT BOARD, or the reputation or goodwill attaching to any of them; and
      3. comply with any brand guidelines and any other directions concerning use of the ECB Accredited Logo as may be issued by ECB from time to time.
   2. The User shall not use the ECB Accredited Logo unless the User and its practices comply with the Accreditation Criteria.
   3. The User shall not use the ECB Accredited Logo or any Conflicting Brand in any manner which ECB may at its sole discretion consider to be misleading. This includes but is not limited to:
      1. use which conveys or implies that the ECB Accredited Logo or any Conflicting Brand is a trade mark or a badge of origin in respect of the User;
      2. use in any manner which may suggest that ECB endorses the User or any other party, product or service; and/or
      3. use in any manner that represents or suggests that the ECB Accredited Logo is a guarantee of quality in respect of any goods and services provided by the User or any other product or service.
   4. the User shall not, and shall not permit, encourage nor induce any other person, to:
      1. in any part of the world use, attempt to register as a trade mark, or otherwise claim rights in the ECB Accredited Logo or any Conflicting Brand, other than as authorised by this Agreement;
      2. do or say anything, or make any omission (or encourage or induce another to do the same) that may lead to the ECB Trade Marks being removed from any trade marks register; or
      3. do or say anything, or make any omission, which may convey that it has any right, title or interest in or to the ownership of any intellectual property in the ECB Accredited Logo or any Conflicting Brand except under the terms of this Agreement.
2. **User’s warranty**
   1. The User warrants that it has accurately completed any accreditation process set out in the Criteria and Framework, and that the User and its practices comply at all times and in all respects with the Accreditation Criteria.

# 7. Assigning and Sub-Licensing

7.1 ECB may transfer any of its rights or delegate any of its duties under this Agreement.

7.2 The User shall not transfer, license, sub-license, assign or otherwise part with possession of the benefit or burden of this Agreement without the prior written consent of ECB, which ECB may grant or withhold at its absolute discretion.

# 8. Protection of the ECB Accredited Logo

8.1 Use by the User of the ECB Accredited Logo shall not operate to transfer to the User any right in respect of the ECB Accredited Logo. The User acknowledges that all rights in the ECB Accredited Logo including any goodwill associated with it belong to and shall remain vested in ECB.

8.2 If the User becomes aware of any unauthorised use of, or of any infringement of any intellectual property in, the ECB Accredited Logo, or of any claims or actions in connection with the ECB Accredited Logo, it shall promptly notify ECB with full details.

8.3 The User may not bring, defend or settle any action in relation to the ECB Accredited Logo or the ECB Trade Marks. ECB may in its sole discretion bring or defend an action but shall not be obliged to bring or defend any proceedings.

# 9. Termination

9.1 The Licence shall automatically terminate with immediate effect if the User’s accreditation pursuant to the provisions of the Criteria and Framework is removed, or if it otherwise ceases to be so accredited.

9.2 ECB may terminate the Licence with immediate effect by giving notice in Writing to the User if the User:

9.2.1 uses the ECB Accredited Logo or any Conflicting Brand other than as is permitted by this Agreement;

9.2.2 repeatedly breaches any of the terms of this Agreement, or breaches any material term of this Agreement and, where the breach is remediable, ECB has given the User

14 days’ written notice requiring it to remedy the breach and it has failed to do so in the 14-day period;

9.2.3 becomes insolvent, is adjudicated bankrupt, or compounds with, or makes any arrangement with, or makes a general assignment for the benefit of, its creditors;

9.2.4 compulsorily or voluntarily enters into liquidation, except for the purposes of a *bona fide* reconstruction or amalgamation;

9.2.5 has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or

9.2.6 ceases or threatens to cease to carry on its business.

9.3 Either Party may terminate the Licence by giving notice in Writing to the other Party, such notice to terminate on the final day of the Contract Year in which it is served. If the User exercises this right no portion of the Licence Fees that have been paid for that Contract Year shall be repaid to the User, and the User remains liable for any Licence Fees due for that Contract Year.

# 10. Consequences of Termination

On termination of the Licence the User will:

10.1 immediately cease to use and desist from using the ECB Accredited Logo and/or any Conflicting Brand; and

10.2 refrain from doing anything, or making any statement or omission, which falsely conveys or implies that the User is authorised to use the ECB Accredited Logo, that it is accredited by ECB, or that it or any of its practices comply with the Accreditation Criteria.

# 11. Suspension

If a Suspension is imposed then the User shall immediately cease to use and during the period of Suspension desist from using the ECB Accredited Logo and/or any Conflicting Brand, and refrain from any act, statement, or omission that conveys or implies that the User is authorised to use the ECB Accredited Logo, that it is accredited by ECB, or that it or any of its practices comply with the Accreditation Criteria. The User recognises that any breach of this Clause 11 shall constitute a material breach of this Agreement, and an infringement of the ECB Trade Marks.

# 12. Variation

This Agreement may only be amended in Writing once signed by or on behalf of ECB and the User.

# 13. Non-Waiver

No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be a waiver of such right or remedy.

# 14. Severability

If any part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part but otherwise the remainder of this Agreement shall remain valid and enforceable to the maximum extent permissible under applicable law.

# 15. Governing Law & Jurisdiction

This Agreement and its interpretation, construction and effect shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

# 16. Exclusion of Third Party Rights

This Agreement does not create any right enforceable by any person who is not a party to it, except that a person who is the permitted successor to, or assignee of the rights of, a party to this Agreement is deemed to be a party to this Agreement and the rights of such successor or assignee shall, subject to and on any succession or assignment permitted by this Agreement, be regulated by the terms of this Agreement.

# 17. Licence Fees

17.1 Prior to each Contract Year ECB shall notify the User in writing of the Licence Fees that it must pay to ECB. The parties acknowledge that different tiers of Licence Fees may be applicable, depending on the turnover of the User’s organisation or such other criteria set by ECB from time to time.

17.2 At its discretion ECB may increase the Licence Fees each Contract Year.

17.3 The User shall pay the Licence Fees to ECB each Contract Year by BACS bank transfer to a bank account of ECB as notified to the User in an invoice issued prior to each Contract Year. The first Licence Fees shall be paid on the 1st of the calendar month following the date of this Agreement. Subsequent payments shall be made on the anniversary of the first payment.

17.4 The User must ensure it has sufficient funds in its account for the License Fees to be paid on the payment dates under Clause 17.3.

17.5 If the User fails to pay License Fees by a deadline in Clause 17.3:

17.5.1 the User must pay the Licence Fees to ECB within 30 calendar days from the missed deadline. ECB may, but is not obliged to, serve notice on the User reminding them of this deadline; and

17.5.2 if the User does not make payment by the deadline in Clause 17.5.1, ECB may terminate the Licence immediately by written notice to the User (in which case Clause 10 will apply).

17.6 All Licence Fees due under this clause 17 shall be exclusive of VAT. To the extent VAT is payable on the Licence Fees it shall be paid by the User.

**Schedule 1**

# The ECB Accredited Logo



**Schedule 2**

|  |  |
| --- | --- |
| **Trade mark** | **Application/registration number** |
| (series of two marks) | UK00003929927 |
| (series of two marks) | UK00003929945 |

**Schedule 3**

# The Enforcement Conduct Board (ECB) accreditation criteria and framework

1. The Enforcement Conduct Board (ECB) provides independent oversight of debt enforcement work to ensure that those who are subject to enforcement action in England and Wales are treated fairly and protected from poor practice.

1. This framework and criteria have been developed for the first year of accreditation (2023/24), which runs from Monday 18 September 2023 until midnight on the day before the date published by the ECB as the commencement date for the second year of accreditation. For this first year, the ECB will not be fully operational and will not have developed its own standards, complaints handling procedures or full operating model. Accreditation in the first year will demonstrate firms’ commitment to increased accountability, seeking to meet higher standards and supporting independent oversight by the ECB.

1. The framework and criteria will be updated in advance of the accreditation and reaccreditation window opening for the second year of accreditation (likely to be in September 2024).

1. Accreditation will be available to firms that undertake debt enforcement work under the Taking Control of Goods Regulations 2013.

1. Enforcement firms which wish to benefit from ECB accreditation must commit to the accreditation criteria.

# Accreditation criteria

Wording in *italics* below provides commentary on the criteria and/or indicates proposed changes from year 2 onwards.

## 2.1 Standards

Accredited firms must take all reasonable steps to ensure that the firm, and all work carried out in its name, complies with:

1. all applicable laws and regulations, including the Taking Control of Goods Regulations 2013; and
2. the Taking Control of Goods: National Standards (2014) as amended from time to time

(‘National Standards’)

In future years, following development, consultation and implementation of new standards, accredited

firms will be expected to ensure that the firm and work carried out in its name also complies with such standards and codes of practice relating to conduct as ECB may publish.

## 2.2 Quarterly Data Returns

Accredited firms must complete and submit to the ECB Quarterly Data Returns in the form required by the ECB and by the deadline specified.

## 2.3 Audit and transparency

Accredited firms must disclose evidence or data reasonably requested by the ECB to support its oversight functions.

*In future years, following development of the ECB’s operational oversight model, accredited firms will*  *also be expected to cooperate with routine audits carried out by the ECB.*

**2.4 Payment of the levy**

Firms must annually pay the ECB voluntary annual levy by the deadline(s) specified by the ECB.

## 2.5 Standards and Conduct Reviews and complaints

Firms must cooperate with any Standards and Conduct Review (see below) undertaken by the ECB.

Firms must accept the ECB’s findings further to a Standards and Conduct Review as binding, and comply with any sanctions imposed.

*In the first year, the ECB’s complaints handling function will not be operational. However, it may conduct reviews (‘Standards and Conduct Reviews’) related to compliance with standards in the*  *circumstances described below (see ‘Failure to comply with accreditation criteria (standards)’).*

*In future years, following development of the ECB’s processes for handling complaints about accredited firms, these firms will be expected to cooperate with the ECB’s investigation of any complaints and to accept as binding the ECB’s determination of complaints and comply with any sanctions imposed.*

These processes will be consulted upon before they are implemented in future years.

# 3. Accreditation process and outcome

3.1 Firms which wish to apply for accreditation should complete an application form, which will need to be signed or verified by the firm’s Chief Executive or Director (or equivalent) with authority to act on behalf of the organisation.

3.2 The application will need to confirm that the firm will comply with the accreditation criteria.

3.3 The ECB will consider the application for accreditation and may seek further information from the applicant. The ECB will confirm in writing its decision whether to accredit the firm.

3.4 Once the ECB has decided to accredit the firm, it will grant permission to use the ECB accredited logo subject to the return of the signed accredited logo licence agreement.

3.5 The ECB will develop an online register of accredited firms, and if a decision is made to accredit, the firm’s details will be published on that register.

3.6 Accreditation is valid until midnight on the day before the commencement date for the following year of accreditation, as published by the ECB (so accreditation for the 2023/2024 accreditation year will expire by the date set for commencement of the 2024/25 accreditation year, likely to be in September or October 2024).

# 4. Failure to comply with accreditation criteria (non-standards)

4.1 Where the ECB becomes aware that an accredited firm has failed to comply with an aspect of the accreditation criteria which does not relate to standards, the ECB may make a finding that there has been a failure to comply with those criteria.

4.2 In the case of such a finding, the ECB will usually send a warning letter, providing the firm with a reasonable opportunity to remedy the non-compliance or explain why there has been no breach of the accreditation criteria.

4.3 After the expiry of the deadline for responding to the warning letter, the ECB will decide whether to

confirm the finding of non-compliance and, if so, whether to impose any sanction. Sanctions are set out below. The ECB must have regard to any response from the firm to the warning letter and any action taken to remedy the non-compliance.

4.4 The ECB will confirm its decision regarding compliance and any sanction in writing. That letter will

confirm the date on which the decision takes effect, and the deadline for seeking a review of the decision by the Board (including in relation to sanction).

4.5 Where such request for a review is made within the specified deadline, the Board (or any individual or panel which it appoints) will consider that request and any evidence provided in support. The Board (or its appointed individual or panel) will decide whether or not to uphold the ECB’s decision.

# 5. Failure to comply with accreditation criteria (standards)

5.1 Until the ECB has established its full oversight model and implemented its own standards, it will not be set up to monitor compliance with the standards, or to investigate complaints about compliance with the standards. These processes and approaches will be developed, in consultation, over the coming year.

5.2 Until the ECB has established its operating model it will only conduct a Standards and Conduct Review further to concerns about compliance with the accreditation criteria relating to standards if it identifies conduct that may have had or is likely to have a very significant impact on individuals and/or the public in terms of severity and/or scale. This power will be used sparingly and only if deemed necessary, at the ECB’s own discretion.

5.3 Where it is deemed necessary by the ECB to conduct a Standards and Conduct Review, the ECB will appoint an individual or panel to decide the issue (‘the Standards Panel’). The Standards Panel will determine the appropriate procedure to be followed in each case and communicate this to the accredited firm. A sample process is included at Annex A, to indicate the likely approach to investigating concerns about failure to comply with the accreditation criteria relating to standards.

*5.4 In future years, the ECB will implement a transparent process for considering and assessing concerns about failure by accredited firms to comply with the accreditation criteria concerning standards. This will include processes for handling complaints.*

# 6. Sanctions (including removal of accreditation)

1. After finding that a firm has breached the accreditation criteria, the ECB may impose one or more of the following sanctions:

1. issue the firm with a formal note of concern;
2. suspend the firm for a defined period not exceeding 6 months;
3. remove the firm’s accreditation and remove it from the accredited register.
   1. During a period of suspension, a firm may no longer hold itself out as being accredited by the ECB. It must take any steps as specified by the ECB in this regard. The firm must continue to comply with accreditation criteria and all other obligations while the suspension remains in effect.

* 1. *In future years, following development of the ECB’s operational oversight model, the ECB expects to introduce further sanctions that would be available in the event of a breach of the accreditation criteria. These would be subject to consultation prior to implementation.*

# Annex A – Indicative process for conducting a Standards and Conduct Review in relation to concerns about non-compliance with standards

1. Where the ECB identifies a concern that meets the criteria in paragraph 5.2 above, it may decide to appoint an individual or panel to conduct a Standards and Conduct Review (the ‘Standards Panel’).

1. The Standards Panel will appoint an individual responsible for investigating the concern (the

‘Investigator’), and considering any urgency, set an outline timetable for the consideration of the concern.

1. The Investigator will provide a summary of the concern to the accredited firm, explain the process which will be followed in considering the concern, and provide an initial opportunity for the firm to respond to the concern and provide any evidence (without prejudice to the opportunity to do so later in the process).

1. The Investigator will conduct an investigation into the concern, including gathering any evidence.

1. If the Investigator considers there is no case to answer, they will write to the Standards Panel explaining the basis for that view. If the Standards Panel agrees, the matter will be dismissed and the firm will be notified. If the Standards Panel considers there may be a case to answer, the procedure will continue as below.

1. Once the investigation has been concluded, the Investigator will provide the firm with details of the allegations against it and how it is said to have breached the accreditation criteria relating to standards.

The ECB will supply a copy of the relevant evidence, subject to restrictions relating to confidentiality (provided the requirements of natural justice are met).

1. The firm will be given a reasonable time to respond to the allegations in writing, and to provide any evidence.

1. The Investigator will consider whether any further steps are necessary. They will then compile a bundle comprising the allegations, evidence, and firm’s response, and any other relevant materials for consideration by the Standards Panel.

1. The Standards Panel will consider whether any further procedural steps are required in order to decide the matter (for example, if further evidence should be sought or if an oral hearing is required).

1. The Standards Panel will then decide:

1. whether, on the balance of probabilities, the facts are as set out in the formal allegations prepared by the Investigator;
2. whether the facts, as determined, constitute a breach of the accreditation criteria relating to standards; and
3. if so, what (if any) sanction is appropriate.

1. If the Standards Panel determines that there has been a breach of the accreditation criteria relating to standards, they may invite representations from the firm in relation to the potential sanction.

The sanctions available to the Standards Panel are set out above.

1. The Standards Panel will set out its determination of the matter, and any decision on sanctions, in writing.

1. If the firm is dissatisfied with the Standards Panel’s decision, they may seek a review by writing to the Chair of the Board within 21 days of receipt of the Standards Panel’s written reasons. A review may only be requested on the following grounds:

1. There is new evidence available which could not be provided at the time of the Standards Panel’s decision, and would have had a material effect on its determinations and decisions;
2. There was a defect in the procedure followed which had a material effect on the Standards Panel’s determinations or decisions;
3. The sanction was disproportionate or is unjust in all the circumstances.

1. The Board may consider the request for a review itself, or appoint one of its members or another individual or panel to do so (collectively, the ‘Review Panel’).

1. The Board or Review Panel will consider the request, and whether any further information or procedural steps are required to decide the matter (for example, seeking representations from the Investigator).

1. The Board or Review Panel will consider the request for review, along with the formal allegations,

evidence and any other relevant material, and decide whether the Sanctions Panel’s decision should be upheld.

1. The Board or Review Panel’s decision will be communicated to the firm.

1. There is no right of appeal against the Board or Review Panel’s decision.

# Signed for and on behalf of

**Enforcement Conduct Board by:**

Name: Mr Chris Nichols

Signature: 

Job Title: CEO

Date: DATE/10/2023

Signed for and on behalf of Empira Limited **by:**

|  |  |
| --- | --- |
| Name: | ………………………………. |
| Signature: |  |
| Job Title: | ………………………………. |
| Date: | ………………………………. |