

## **Protection and administration of Darjeeling in United Kingdom**

The procedure is as follows:

1. Application in Form-I
2. Signing of appropriate Licence Agreement attached as Schedule IV on plain paper, signature on all pages by the authorized signatory of the applicant company with official company seal on the last page. This is to be sent to Tea Board by post. The Licence agreement is for use of the Darjeeling word and logo marks. Use of Darjeeling logo is optional.
3. Payment of Use Fees as per Schedule V – to be made at the time of sending Licence / Use agreement.
4. Issuance of Licence Number to applicant (signed photocopy of agreement will be sent to the applicant at this stage). This user Licence number is to be carried on all packs along with the statement. “Darjeeling - Registered Certification Marks of Tea Board, India under U.K. Registration Nos. 1307518 & 2162741, used under Licence”. This statement can be put on side panel of packs.
5. Annual filing of form given under Schedule VI on quantities sold under the Darjeeling Logo/Word (for renewal of permission).

Form 1

**On the Letterhead of Applicant**

I/We\* wish to execute the Licence Agreement with the Tea Board of India for use of the "DARJEELING Logo", U.K. Registration No. 1307518 and DARJEELING (word) U.K. Registration No. 2162741 in class 30 and enclose an A/C payee demand draft for GB£ \_\_\_\_\_ payable to the Tea Board of India towards part payment of the annual Licence Fee.

I/We\* agree to abide by the attached Regulations as well as the terms of the Licence Agreement in relation to my/our\* use of the Certification Mark/s.

1. Name of applicant in block letters (specify whether company, partnership, individual, etc):
2. Description of applicant (please circle those which are applicable): Packer / Importer / Bulk Supplier or Wholesaler / Owner of Retail Store / Tea Boutique / Others: (please specify) \_\_\_\_\_
3. Address:
4. Telephone numbers:
5. Fax No.
6. E-mail address:

I hereby declare that the aforesaid information is true and correct to the best of my knowledge and belief.

Place:

Date:

\_\_\_\_\_  
(Authorized Signatory of the Applicant or the Applicant)

*Verification:*

\* Checked and verified the above information and recommended that the applicant is a member of the Tea Trader's Association of \_\_\_\_\_ and/or is also a member of Tea Council of \_\_\_\_\_ and/or an Importer and/or Re-exporter of Darjeeling Tea.

Place :

Date :

(Authorised Signatories of Tea Trader's Association and/or Tea Council of \_\_\_\_\_ or the Indian Tea Exporter having User Licence Number \_\_\_\_\_ of DARJEELING CTM.

*\*strike out whichever is not applicable.*

**SCHEME RELATING TO  
CERTIFICATION MARKS 1307518 AND 2162741 FOR  
"DARJEELING LOGO" AND THE "DARJEELING WORD"  
IN CLASS 30 IN THE UNITED KINGDOM  
CERTIFICATION MARK 1307518:**

**Darjeeling Logo  
CERTIFICATION MARK 2162741:  
DARJEELING**

**Principal Address of Tea Board of India : 14 Biptabi Trailokya Maharaj Sarani,  
(Brabourne Road), PO Box No 2172, Calcutta 700001, India**

## **1. INTRODUCTION TO THE CERTIFICATION MARKS LICENCE PROGRAM**

### **A. The Tea Board of India**

All teas produced in the tea growing areas of India are administered by the Tea Board, India ("the Board") under the Tea Act, 1953 (hereinafter, the Tea Act).

The Board was established by the Indian Government in 1953 for the purposes of controlling the Indian tea industry. The constitution of the Board is diverse and its members represent the Indian Parliament, owners of tea estates, growers of tea, the Governments of the principal tea growing states of India, employees of tea estates and gardens, exporters of tea, internal traders of tea, tea manufacturers and tea consumers.

The objects of the Board are, inter alia, to regulate the production and cultivation of tea in India, to encourage research, to regulate the sale and export of tea, to provide training in tea testing and fixing grade standards of tea, and improving the marketing of tea in India and elsewhere. The Board has numerous statutory duties and functions under the Tea Act and its various enabling Orders which govern production, marketing and export of teas.

The Board is not involved in the manufacture or trade of tea and is run on a non-profit making basis.

### **B. Tea From The District of Darjeeling, India**

The District of Darjeeling is situated in the state of West Bengal, India. Since about 1835, tea has been cultivated, grown and produced in certain tea gardens geographically located in the areas within the State. Due to the unique and complex combination of agro-climatic conditions prevailing in the region and the production regulations imposed by the Board, such tea has a distinctive and naturally occurring quality and flavour which has won the patronage and recognition of discerning consumers all over the world. Consequently, such tea, known worldwide as DARJEELING tea, has acquired both domestic and international reputation. Any member of the trade or public in India or abroad ordering or purchasing DARJEELING tea will expect the tea to be the tea cultivated, grown and produced in the defined region of the District of Darjeeling and to have the special characteristics associated with such tea.

Since its establishment, the Board has had sole control over the growing and exporting of Darjeeling tea. It is that control which has given rise to the reputation enjoyed by Darjeeling tea.

### **C. The Licensing Program**

The Licensing Program is necessary in order to ensure that the reputation of DARJEELING tea is maintained and that use of the DARJEELING certification marks continues to guarantee that tea sold under the marks is produced in the defined regions of the District of Darjeeling and meets the criteria laid down by the Board. The Board has therefore registered the "DARJEELING Logo" and "DARJEELING" (the word mark) as certification marks in the United Kingdom (U.K. Registration Nos. 1307518 & 2162741 respectively). It is in the interests of both the tea trade and the tea consumer that the Board decided to register the two marks as certification marks as the Board is run on a non-profit making basis.

The Board has put in place a licensing program to ensure the supply chain integrity for DARJEELING tea so that the tea leaving the shores of India and claimed as Darjeeling tea in the United Kingdom is genuine DARJEELING tea. A Licence to use the certification marks will be granted without discrimination to anyone who applies, provided the tea meets the required criteria.

All Licences to use the Certification Marks incorporate these Regulations by reference, in order to put in place a system that meets the dual objective of ensuring that (a) tea sold as DARJEELING tea in the United Kingdom is genuine DARJEELING tea and (b) all sellers of genuine DARJEELING tea are duly licenced. This Licence program affords the Board the necessary information and control over the U.K. tea industry to ensure that tea sold in the United Kingdom under the Certification Marks adheres to the standards for DARJEELING tea as set forth in these Regulations.

## **2. GENERAL DEFINITIONS**

For the purposes of these Regulations, unless the context otherwise requires, the following definitions shall apply:

- (a) "Proprietor" means Tea Board of India, 14 Biplabi Trailokya Maharaj Sarani (Brabourne Road), P O Box No 2172, Calcutta 700001, India;

- (b) "Certification Marks" means the certification marks "DARJEELING" (word), U.K. Registration No. 2162741 and the Darjeeling Logo, U.K. Registration No. 1307518 depicted in Schedule I hereto;
- (c) "Person" shall include any company or association or body of individuals, whether incorporated or not;
- (d) "Licence" means a licence issued by the Proprietor in accordance with these Regulations;
- (e) "Licencee" means any person with a subsisting Licence from the Proprietor to use the Certification Marks;
- (f) "Packet tea" means tea packed in unit packs or containers of the types which are ordinarily put up for the purposes of retail sale under the Certification Mark/s.

### **3. DEFINITION OF "DARJEELING TEA"**

"DARJEELING tea" is tea that:

- (a) is cultivated, grown or produced in the tea gardens in the geographic areas listed in the attached Schedule II and which have been registered with the Proprietor in accordance with the provisions of the (Indian) Tea Act, 1953 or any relevant law which may replace this Act;
- (b) has been cultivated, grown or produced in one of the tea gardens listed in Schedule III (which may be amended from time to time by the Proprietor);
- (c) has been processed and manufactured in a factory located in the geographic areas listed in the attached Schedule II as aforesaid; and
- (d) when tested by expert tea tasters on behalf of the Proprietor, is determined to have the distinctive and naturally occurring organoleptic characteristics of taste, aroma and mouth feel typical of tea cultivated, grown and produced in the region of Darjeeling, India. Tea tasters are considered competent to evaluate these characteristics as a result of many years of practical training and experience in the assessment of tea and their highly refined sensory perception, in particular, in relation to the sensations of smell, taste and mouth feel of different types of tea.

#### **4. OWNERSHIP OF CERTIFICATION MARKS**

The Certification Marks are the absolute property of the Proprietor and shall not be used by any person except a Licencee. The power of issuing and terminating a Licence is vested in the Proprietor. The decision to issue and/or cancel a Licence is dependent solely on conformance with the criteria set forth herein.

#### **5. USE OF THE CERTIFICATION MARKS**

- 5.1. So as to ensure that the Certification Marks are only used by a Licencee pursuant to the standards set forth in this section, all Licencees will be required to execute a Licence attached as Schedule IV governing their use of the Certification Marks. In consideration of the rights of Licenced use of the Certification Marks granted to the Licencees, the Proprietor shall charge Licencees Licence fee in terms of schedule attached as Schedule V. Every applicant for a Licence to use the Certification Marks undertakes that the tea in respect whereof it will use the Certification Marks conforms to these Regulations and the terms of the Licence.
  
- 5.2 The Certification Marks shall be applied to or used only in relation to such tea that satisfies the characteristics of DARJEELING tea as set forth in Section 3 of these Regulations. Specifically, except as set forth in Sections 5.3 and 5.4 below, the Certification Marks, whether used in conjunction or isolation, shall always be used to certify that 100% of the tea derives from a single tea garden in Darjeeling, India, as such gardens are listed in Schedule III.
  
- 5.3 The Certification Marks may be used in relation to a blend of DARJEELING tea drawn from more than one tea garden in Darjeeling, India, as listed in Schedule III, only if each tea constituting the blend has been derived from a single tea garden in Darjeeling, India, as such gardens are listed in Schedule III. In such case, the packaging for the tea must clearly indicate that the tea is a blend of DARJEELING tea with prominent use of the term “blend” or the term “blended.”
  
- 5.4 The Certification Marks may not be used in relation to a mixture of DARJEELING tea with teas of origin other than Darjeeling, India. If DARJEELING tea is one of the components of a tea mixture that includes some portion of tea that does not conform to the characteristics defined in Section 3, the tea mixture must not be named or referred to as “DARJEELING Tea” and the word “Darjeeling” may only be used and must be used on the packaging to accurately set forth the proportion of DARJEELING tea in the tea mixture (e.g., in

a list of ingredients). In such cases, the term “Darjeeling” must appear in a font, design and size that does not misrepresent to the consumer the content and origin of the mixture.

5.5 The Certification Marks shall be applied to packaging for DARJEELING tea so that they are clearly visible to purchasers / consumers. All representations of the Certification Marks shall be accompanied by an indication that they are certification marks of the Proprietor. Subject to these Regulations, the Licencee shall decide the way in which the Certification Marks may be represented including specifications as to colour, size and lettering of the Certification Marks (with the exception of the DARJEELING Logo, which must appear as presented in Schedule I hereto) and what matter of any description may be used in close association with the Certification Mark and in what relationship, except that the Certification Marks must appear in a different size or font than the Licencee’s trademarks and company name. In the event of any representation of the Certification Mark being considered unsuitable by the Proprietor, the Licencee shall terminate such use.

5.6 Licencees may not use or seek to register the Certification Marks as a trademark, or as part of a trademark or trade name, for the goods or services of the Licencee.

## **6. HOW THE SCHEME WILL BE POLICED / MONITORED**

6.1 To help ensure the integrity of the supply chain of DARJEELING tea and so that the Proprietor may monitor the quantity of DARJEELING tea imported to and sold in the United Kingdom, and for the purpose of ensuring that tea other than tea described in Section 3 of these Regulations is not being sold as DARJEELING tea, for each calendar year, all Licencees shall submit to the Proprietor an annual report of purchases, sales and inventory of DARJEELING tea, in the form of Schedule VI (the “Annual Report”). The Annual Report for each calendar year shall be due to the Proprietor immediately on the expiration thereof.

5.2 So that the Proprietor may monitor the legitimacy and quality of DARJEELING tea sold in the United Kingdom, at the Proprietor’s request, Licencee shall submit to the Proprietor a sample of tea sold by the Licencee and/or packaging used by the Licencee. Licencee shall submit any samples requested pursuant to this paragraph to the Proprietor within two (2) weeks of receipt of such request from the Proprietor.

5.3 So that the Proprietor may monitor the legitimacy and quality of DARJEELING tea sold in the United Kingdom, the Proprietor shall be entitled to inspect, prior to and after the grant of a Licence, during business hours and with reasonable notice to applicant/Licencee, any premises where DARJEELING tea is being processed, packed or stored, for the purpose of ensuring that the standards laid down by the Proprietor are being adhered to and complied with. Any Licence will be conditional on the Proprietor being so satisfied.

## **6. REGISTER OF LICENCEES**

6.1 The Proprietor shall keep at its offices a Register wherein shall be entered the names, addresses and trade descriptions of each Licencee, the date of his registration, particulars concerning the cancellation of any previous Licence, and such other particulars as may from time to time be prescribed or deemed necessary by the Proprietor.

6.2 The Register will be available for inspection at Director of Tea Promotion, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), P O Box No 2172, Kolkata 700 001, India and other offices of the Proprietor. Any person wishing to inspect the Register shall give reasonable notice to the appropriate office of the Proprietor where such inspection is to take place.

## **7. BREACH OF LICENCE**

7.1 These Regulations are incorporated into all Licences by reference. The Proprietor and/or Licencees may terminate a Licence without prejudice to their other remedies forthwith by notice in writing to the other if the other party commits a breach of the Licence; provided that if the breach is capable of remedy the notice shall only be given if the party in breach shall not have remedied the same within one month of having been given notice in writing specifying the breach and requiring it to be remedied.

7.2 If a Licencee uses the Certification Marks in an unauthorized, misleading or deceptive manner, or in any manner that defames or causes disrepute to DARJEELING tea, or if Licencee is convicted of any offense leading to the discredit of his reputation or good faith as a trader, or is adjudicated bankrupt, or goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or has a receiver appointed over his assets, the Proprietor may terminate the Licence.

7.3 Except as otherwise set forth herein, and specifically subject to Sections 7.1 and 7.2, the Proprietor may not terminate a Licence.

7.4 If the Proprietor terminates a Licence pursuant to the provisions of the Licence and these Regulations, the former Licencee may not use the Certification Marks for any purpose. This provision survives termination of a Licence by the Proprietor.

## **8. PROCEDURE FOR RESOLVING DISPUTES**

In the event of the issue of a Licence being refused or a Licence being terminated by the Proprietor, the person concerned shall, during the period of sixty days immediately succeeding the date of such refusal or termination, have the right to appeal against such refusal or cancellation to the High Commission of India, India House, Aldwych, London WC2B 4NA provided that he at the same time gives notice of such appeal to the Proprietor. The decision of the High Commission of India on such appeal (after submission to it of such written and/or oral representations as the parties decide to make or as it shall require) shall be final and binding on the Proprietor and the person concerned.

## **9. NOTICES**

Any notice given by the Proprietor to a Licencee pursuant to the Licencee's Licence shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Licencee set forth in its Licence. Any notice given by an Licencee to the Proprietor shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Proprietor at Director of Tea Foundation, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), PO Box 2172, Kolkata 700 001, India.

## **10. POWER TO AMEND**

Subject to the consent of the U.K. Registrar of Trade Marks and the Trade Marks Act, 1994, the Proprietor may alter these Regulations in accordance with the provisions of the law for the time being in force in England. Licencees will be given six months' notice of any proposed amendments.

## **11. DELEGATION OF POWERS**

The Proprietor may authorise such persons as deemed appropriate by it to make tests and inspections in pursuance of paragraph 5.3 of these Regulations on its behalf. Such persons may include, for example, expert tea tasters, public analysts or such other persons or bodies deemed competent under the relevant food laws and regulations in force in India from time to time. The Proprietor may require that such authorised user obtain a certificate from such a person in order to be entitled to use the Certification Marks. For the purpose only of making tests and inspections, the Proprietor may from time to time delegate its powers to a Management Committee duly appointed by a Resolution of the Proprietor, and/or its Board who may be appointed and selected to represent the Proprietor, subject always to such conditions as the Proprietor may from time to time impose.

**SCHEDULE I**

**DARJEELING WORD CERTIFICATION MARK UNDER REGISTRATION NO.**

**2162741 IN CLASS 30**

**AND**

**DARJEELING Logo CERTIFICATION MARK**

**UNDER REGISTRATION NO. 1307518 IN CLASS 30**

## **SCHEDULE II**

The following areas within the District of Darjeeling in the State of West Bengal, India;

- (i) hilly areas of Sadar sub-division
- (ii) hilly areas of Kalimpong sub-division
- (iii) Kurseong sub-division excluding the areas in the District of Darjeeling Authority's Jurisdiction List numbered 20, 21, 23, 24, 29, 30 and 33. These areas under above seven jurisdiction list numbers, are non-hilly areas of the Kurseong sub-division of the district of Darjeeling, which are not capable of producing tea of the requisite standard.

### SCHEDULE III

- |                                  |                                  |                                |
|----------------------------------|----------------------------------|--------------------------------|
| 1. Alloobari                     | 33. Margaret's Hope              | 65. Samabeong                  |
| 2. Ambiok (Hilton)               | 34. Marybong                     | 66. Selimbong (Rongbong)       |
| 3. Arya                          | 35. Mim                          | 67. Soom                       |
| 4. Avongrove                     | 36. Mission Hill                 | 68. Singtom                    |
| 5. Ambootia                      | 37. Moondakotee                  | 69. Steinthal                  |
| 6. Badamtam                      | 38. Mohan Majhua                 | 70. Sungma                     |
| 7. Barnesbeg                     | 39. Makaibari                    | 71. Selim Hill                 |
| 8. Bannockburn                   | 40. Mullotar                     | 72. Singbulli                  |
| 9. Balasun                       | 41. Mahalderm                    | 73. Sivitar                    |
| 10. Chongtong (Sirisi)           | 42. Monteviot                    | 74. Springside                 |
| 11. Chamong                      | 43. Nagri                        | 75. Soureni                    |
| 12. Castleton                    | 44. Nagri Farm                   | 76. Singell                    |
| 13. Dhajea                       | 45. North Tukvar                 | 77. Sepoydhoorah<br>(Chamling) |
| 14. Dooteriah                    | 46. Narbada Majhua               | 78. Seeyok (Spring Valley)     |
| 15. Dilaram                      | 47. Nurbong                      | 79. Tukvar (Puttabong)         |
| 16. Edenvale                     | 48. Namring & Namring<br>(Upper) | 80. Tumsong                    |
| 17. Ging                         | 49. Oaks                         | 81. Turzum                     |
| 18. Gielle                       | 50. Okayti                       | 82. Tindharia                  |
| 19. Glenburn                     | 51. Orange Valley                | 83. Thurbo                     |
| 20. Gopaldhara                   | 52. Pandam                       | 84. Tukdah                     |
| 21. Goomtee                      | 53. Pashok                       | 85. Teesta Valley              |
| 22. Giddapahar                   | 54. Phoobsering                  | 86. Upper Fagu                 |
| 23. Gyabaree &<br>Millikthong    | 55. Poobong                      | 87. Vah Tukvar                 |
| 24. Happy Valley                 | 56. Pussimbing (Minzoo)          |                                |
| 25. Jogmaya                      | 57. Phuguri                      |                                |
| 26. Jungpana (Jungpapa<br>Upper) | 58. Rangaroon                    |                                |
| 27. Kalej Valley                 | 59. Ringtong                     |                                |
| 28. Kumai (Snowview)             | 60. Risheehat                    |                                |
| 29. Lingia                       | 61. Rohini                       |                                |
| 30. Liza Hill                    | 62. Runglee Rungliot             |                                |
| 31. Longview<br>(Highlands)      | 63. Rungmook/Cedars              |                                |
| 32. Lopchu                       | 64. Kanchaan View                |                                |

## **SCHEDULE IV**

### **CERTIFICATION MARKS LICENCE AGREEMENT**

#### **User Licence Number:**

This Licence, effective as of the date of full execution, is by and between Tea Board, India, a statutory body created by authority of the Government of India, B.T.M. Sarani (Brabourne Road), PO Box No 2172, Calcutta, India ("Licensor"), on the one hand, and \_\_\_\_\_ (name) doing business at \_\_\_\_\_ ("Licencee"), on the other hand.

**WHEREAS** the Licensor is the owner of the Certification Marks "DARJEELING Logo", U.K. Registration No. 1307518 and DARJEELING (word) U.K. Registration No. 2162741 in class 30 and any reference to 'Regulations' in this Licence is a reference to the Regulations governing the use of these Certification Marks;

**WHEREAS** the Licencee has applied to the Licensor for a Licence entitling Licencee to use the Certification Marks subject to Licencee's compliance with the said Regulations or any modification thereof, and the terms hereof;

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the terms and conditions hereinafter contained, the Licensor hereby agrees to permit Licencee to use the Certification Marks in respect of DARJEELING tea which meets the criteria set out in paragraph 3 of the Regulations.

#### **1. INCORPORATION OF THE REGULATIONS**

The Regulations, including all definitions set forth therein, are hereby incorporated by reference. By execution of this Licence, Licencee agrees to abide by the terms of the Regulations and the terms of the Regulations shall be deemed terms of this Licence.

#### **2. OBLIGATIONS AND ACKNOWLEDGEMENTS OF LICENCEE**

- 2.1 Licencee shall display its User Licence Number on all packets and packaging materials containing DARJEELING tea.
- 2.2 Licencee undertakes and guarantees that the use of the Certification Marks shall be subject to the requirements set forth by the Proprietor in the Regulations.

2.3 Licencee shall not use the Certification Marks in a manner which is deceptive or which could bring them into disrepute.

2.3 Licencee will refrain from using or registering the Certifications Marks as trademarks or as part of trademarks or trade name.

2.5 Licencee undertakes that it will not claim or cause, permit suffer or assist others to claim any interest in the Certification Marks

2.6 Licencee acknowledges that any and all rights created by the use of the Certification Marks are the sole property of the Proprietor.

### **3. LICENCE FEE**

Licencee agrees to pay to the Licensor Licence fee as indicated in Schedule V to these Regulations.

### **4. DURATION**

This Agreement shall come into force from the date hereof and shall continue for as long as Licencee is in conformance with the terms of this Licence.

### **5. BREACH**

Licencee shall be responsible for the consequences of any breach of this Licence on its part, and shall be fully liable for any damages that may result from such breach of this Licence.

### **7. TERMINATION**

In the event of the Licensor terminating the Licence pursuant to the Regulations, all items bearing or indicating the Certification Mark, and all blocks for making the same, shall forthwith be delivered to the Licensor for the purpose of being destroyed, or else satisfactory proof (in the opinion of the Licensor) shall be given of this having been done. After the termination, the Licencee shall not sell or expose for sale, any goods bearing the Certification Marks except with the consent of the Licensor.

**7. NOTIFICATION OF INFRINGING USERS / THIRD PARTY LAWSUITS**

- 7.1 Licencees undertake to bring to the notice of the Proprietor all cases of wrongful use or infringement of the Certification Marks, registration or attempted registration of a trademark identical with or similar to the Certification Marks. In the event of the Proprietor undertaking any opposition to or any action to restrain or punish such act or acts, the Licencee agrees to co-operate fully and freely with the Proprietor and undertakes to do all such acts and things as the Proprietor shall reasonably require to assist the Proprietor in any legal proceedings in respect of infringement or use or registration of the Certification Marks or any mark similar thereto.
- 7.2 If the Licencee or any of its customers is sued as a direct result of use of the Certification Marks, the Licencee, on service upon it of any notice of any such claim, shall forthwith give the Proprietor written notice thereof and of all particulars thereof and the Proprietor shall have the right to participate in the defense of such suit by its own counsel and at its own expense.

**8. MISCELLANEOUS PROVISIONS**

- 8.1 If any term, paragraph or provision of this Agreement shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, paragraph or provision thereof, and such invalid term, paragraph or provision shall be deemed to have been deleted from this Agreement.
- 8.2 This Licence shall be governed by and construed in accordance with the laws of England.

IN WITNESS WHEREOF, the parties have executed this Licence effective as of the last date set forth below:

The Tea Board of India

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE V

In consideration of the rights of Licenced use of the Certification Mark/s granted to the Licencee, the Proprietor shall charge the Licencee Licence fee. As of the date of execution of this Agreement, Licencee shall pay the following fee:

In GB £:	One time registration £ 50  Annual Fees – 0.5 pence per kilo of teas purchased.
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The Licence fees shall be paid by Licencee to the Proprietor at the beginning of each year based on average purchases of Licencee over last three years. A reconciliation shall occur at the end of each year, at the time of renewal of the Licence, based on the actual quantities sold by the Licencee and calculated at the applicable rate

The Proprietor has the power to revise the use fees upwards by giving six months' notice in writing to the Licencee, provided two years have elapsed following the effective date of this Agreement. The Proprietor will act fairly in determining the amount of use fees as it is a non profit-making body.

**SCHEDULE VI**

**ANNUAL TRANSACTIONS / INVENTORY OF DARJEELING TEA**

**(on Licencee's letterhead)**

User Licence Number:

Name:

Address:

Date:

Dear Sir(s),

The following is my/our declaration relating to the sale and stock of Darjeeling Tea held by me/us over the period stated above.

Opening stock of Darjeeling Tea as on: 1<sup>st</sup> January (year) : \_\_\_\_\_ kg.

Qty. of Darjeeling Tea purchased during the 12 month period : \_\_\_\_\_ kg.

COO No.	Supplier/source of purchase	Tea Garden Mark	Invoice number	Grade	Quantity	No .of packages

Qty. of Darjeeling Tea sold during the 12 month period: \_\_\_\_\_ kg. including

Qty of Darjeeling Tea exported during the 12 month period: \_\_\_\_\_ kg

Destination of Darjeeling Tea sold

- 1.
- 2.
- 3.

Any other detail:

(Qty. sold under logo mark)

(Qty. sold under word mark)

Closing stock of Darjeeling Tea as on 31<sup>st</sup> December ( year) : \_\_\_\_\_ kg.

I/we\* hereby certify that the information given above is correct and that we have not concealed any material facts.

\_\_\_\_\_  
Signature of Licencee.