

APPLICATION FOR A LICENCE TO USE THE ARMADALE LOGO

Introduction

The Armadale Logo is owned by ARA but may be used by organisations which have an appropriate connection with the Armadale region to co-brand their organisations and positively promote that connection.

If you wish to use the Armadale Logo to co-brand your organisation, you should complete this Application Form and forward it to ARA.

ARA will consider your Application and advise you whether or not your application is successful.

ARA will not charge for you to use the Armadale Logo, but ARA does impose conditions on how you may use the Logo which must be strictly followed.

If ARA grants you the right to use the Armadale Logo, that right is subject to the terms and conditions set out in this Agreement. Consequently, you should read the terms and conditions of this Agreement carefully, as they will be binding upon you immediately upon acceptance of your application.

Schedule

Date of Application:	200
Please provide the following details relating to your organisation:	Name: (you, your) ABN /ACN: _____ Address: Address for correspondence: (if different from Address) Your activities: Your connection with the Armadale region:
Please provide the following details of a contact for your organisation:	Contact's Name: Position: Email Address: Phone: Mobile:

Please fully describe the proposed:	Layout* of the Armadale Logo with your brand	
	Use of the Armadale Logo with your brand	

*** Important Note: Your application must be accompanied by a diagram depicting how the Armadale Logo will be presented in conjunction with your brand including colours, scale, position and context. A separate application is required for each proposed mode of use.**

You acknowledge that you have read and agreed to the terms of this Agreement and that these terms represent the entire agreement between you and ARA on the matters contained in it and cannot be modified except by agreement in writing by you and ARA.

Corporations / etc

Executed by you in accordance with your Constitution:

Signature of Director/Company Secretary

Signature of Director

Name of Director/Company Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

Sole Traders / Partnerships / etc

Signed by you in the presence of:

Signature of Witness

Your signature

Name of Witness (BLOCK LETTERS)

Your name (BLOCK LETTERS)

Address of Witness

It is agreed

1. The Granting of a Licence

1.1 ARA has the sole and absolute discretion to:

- (1) decide whether you should be permitted or denied the right to use the Armadale Logo in the layout described in your application;
- (2) determine which factors are relevant to that decision; and
- (3) impose restrictions on the manner in which you may use the Armadale Logo.

1.2 If ARA approve your Licence application, ARA grant to you a free-of-charge, personal, non-exclusive, non-transferable right to use the Armadale Logo subject to the terms of this Agreement.

2. Term, Renewal and Continuation of Licence

2.1 Your right to use the Armadale Logo under the terms of this Agreement (your **Licence**) commences on the date ARA notify you that your application for a Licence has been accepted (**Commencement Date**) and has a term of 12 months (**Term**).

2.2 You may terminate the Licence at any time for any reason.

2.3 You may request renewal of your Licence for a further term of 12 months by giving ARA written notice to that effect between 3 and 6 months before the end of the Term.

2.4 ARA reserves the right to deny your application for renewal for any reason.

2.5 If this Agreement is not terminated before it expires and ARA allows you to continue to use the Armadale Logo after expiration, it continues as Licence from month to month. In this case it may be terminated by ARA giving you at least 1 month's written notice expiring at any time.

2.6 ARA may immediately terminate this Agreement by notice in writing if you:

- (1) breach any term of this Agreement and fail to rectify that breach within 7 days after receipt of a notice in writing from ARA requiring you to do so;
- (2) commit any repeated or persistent breaches of any of the terms and conditions of this Agreement; or
- (3) (or if you are a corporation – your directors or employees) engage in any serious misconduct which is detrimental to ARA's name, goodwill, reputation or interests or the Armadale Logo.

3. Use of Trade Marks

3.1 You must only use the Armadale Logo:

- (1) to positively promote and identify your organisation with the Armadale region and the Armadale Community;
- (2) while your organisation has a connection with the Armadale region described in the Schedule or another connection that ARA otherwise approve;
- (3) in the Layout you have described in the Schedule or as ARA otherwise approve; and
- (4) for the Use you have described in the Schedule or as ARA otherwise approve.

3.2 You must:

- (1) permit ARA and its representatives to review your use of the Armadale Logo and inspect any documents or other items you use in connection with any of your activities under this Agreement to ensure you are complying with the terms of this Licence; and
- (2) inform ARA of any changes in the information you have provided to ARA this application or which you otherwise provide to ARA.

3.3 You must not:

- (1) use the Armadale Logo on its own or as part of any other identification or name in connection with any product, service, or organisation which ARA have not authorised;
- (2) invalidate or dispute ARA's ownership of the Armadale Logo; and
- (3) use any other mark or logo which is similar to or substantially similar to the Armadale Logo as to be likely to cause deception or confusion.

4. Indemnity

4.1 You indemnify ARA against:

- (1) all losses incurred by ARA;
- (2) all liabilities incurred by ARA; and
- (3) all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by you in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal),

arising directly or indirectly as a result of or in connection with:

- (4) your exercise of your rights or performance of your obligations under this Agreement;
- (5) your conduct of your organisation's business activities;
- (6) a breach by you of any of your warranties or obligations under this Agreement; or
- (7) your negligence or willful act or omission.

4.2 You must pay ARA all liabilities, costs and other expenses referred to in clause 4.1, whether or not you have paid or satisfied them.

5. Continuing Rights

5.1 ARA's rights of termination conferred under this Agreement are in addition to any right of action or remedy which ARA has against you in respect of any breach of the terms and conditions of this Agreement.

5.2 The termination or expiration of this Agreement does not affect any right of action or other remedy which ARA has before termination in respect of any prior breach of the terms and conditions of this Agreement, including any breach which is the ground of termination.

6. Effect of Expiration or Termination

6.1 Upon the expiration or termination of this Agreement the Licensee must immediately cease using the Armadale Logo or any part of it.

6.2 At ARA's sole discretion, ARA may enter into a separate written agreement with you which may vary the effect of clause 6.1.

7. Assignment

7.1 ARA may assign all or any of ARA's rights under this Agreement.

7.2 You may not assign all or any of your rights under this Agreement.

8. Further Assurance

You must promptly at your own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

9. Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

10. Entire Understanding

10.1 This Agreement:

(1) is the entire agreement and understanding between you and ARA on everything connected with the subject matter of this Agreement; and

(2) supersedes any prior agreement or understanding on anything connected with that subject matter.

11. Variation

An amendment or variation to this Agreement is not effective unless it is in writing and signed by you and ARA.

12. Waiver

12.1 A failure or delay by you or ARA to exercise a power or right does not operate as a waiver of that power or right.

12.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

12.3 A waiver is not effective unless it is in writing.

12.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

13. Governing Law and Jurisdiction

13.1 The law of Western Australia governs this Agreement.

13.2 You and ARA submit to the non-exclusive jurisdiction of the courts of Western Australia and the Federal Court of Australia.