



Australian Fibre Collective

PO Box 408 Corowa NSW 2646

ABN 43 478 868 730

www.australianfibrecollective.org

e-mail- australian.fibrecollective@gmail.com

Trademark Application Form

Registered Business Name or Organisation _____

Name of Authorised Representative (or person if applying as individual) _____

Position of Authorised Representative _____

Trading Name (if Different from above) _____

ABN: _____ Or ACN: _____

Address: _____

Postal Address: _____

Mobile: _____ Phone: _____

Email: _____

Please attach a list of products you wish to licence as well as documentation to prove origin and supply chain

Warranty and Indemnity

1.1 Warranty by the Licensee

In consideration of being authorised to use the Trade Marks by the Licensor and in accordance with Part III of the Code of Practice, the applicant warrants that:

the applicant agrees to be bound by the rules and conditions outlined in the Code of Practice;

the applicant acknowledges that any licensing agreements with the Australian Fibre Collective Inc. does **not** entitle them to voting rights with that organisation.

the applicant will ensure that the Products at all times comply with the rules and conditions for the use of the Trade Marks as detailed in the Code of Practice and, in particular, that each of the Products meets the relevant criteria set out in the Code of Practice for use of the Logo with the origin claim to be made in respect of the Product;
the applicant will maintain documentary records sufficient to demonstrate the compliance of the Products with the relevant criteria set out in the Code of Practice;
the applicant will cooperate fully with the Australian Fibre Collective or its representatives if required to submit to a compliance audit or investigation in respect of its use of the Logo;
all material published by the Licensee on the Australian Fibre Collective website is true and correct, complies with the law and does not infringe the rights of any third party;
the person signing this warranty and indemnity is authorised to do so on behalf of the Licensee.

1.2 Indemnity by the Licensee

- a. The Licensee must indemnify and keep indemnified the Australian Fibre Collective Inc and the Commonwealth against any claims made by any third person in connection with the Licensee's use of the Trade Marks.
- b. The Licensee will also indemnify the Australian Fibre Collective against all losses, costs, demands, expenses and liabilities whatsoever arising out of or referable to any circumstances which would not have arisen but for a breach of the warranties given in clause 1.1.

2. Continuing Obligation

The indemnity stated in clause 1.2 is a continuing obligation separate and independent from the Licensee's obligations under Code of Practice and survives the term of any authorisation to use the Trade Marks granted to the Licensee pursuant to the Code of Practice. It is not necessary for the Australian Fibre Collective Inc to incur any expense or make payment before enforcing such indemnity.

3. Governing Law

This warranty and indemnity will be construed in accordance with and be governed by the laws of the State of Victoria and the parties hereby submit to the jurisdiction of the Courts of the State of Victoria including the Federal Court of Australia.

Name of Authorised
Signatory

Signature

Date: _____

In the Presence of
Witness

Signature of Witness

Date: _____