



Agreement between
Be a Tidy Kiwi and
[INSERT HERE]

[DATE]

THIS AGREEMENT is made [DAY] [MONTH] [YEAR]

BETWEEN: **Be a Tidy Kiwi Trust** 2234752, a duly incorporated Charity in New Zealand (CC40344; NZBN 9429043100071) of 6 Olympic Place, New Lynn 0602, Auckland New Zealand, ("the Owner")

AND [eg: **FGC member name here**] ("User")

Recitals

- A. **Whereas** the Owner manages the BE A TIDY KIWI brand (the "BATK brand"), in which it owns copyright, and which it has registered as a trade mark in New Zealand;
- B. **And Whereas** the Owner desires to make the BATK brand available to users in New Zealand;
- C. **And Whereas** the Owner has caused the development of Logo Use Guidelines governing the use of the BATK brand in New Zealand (the "Logo Use Guidelines") a copy of which are annexed hereto as Appendix A;
- D. **And Whereas** the User wishes to use the BATK brand in accordance with the Logo Use Guidelines;

NOW IT IS HEREBY AGREED as follows:

1. Grant of Permission to Use

- 1.1 The Owner hereby grants the User permission to use the BATK brand for the set fee of \$900.00 NZ per annum.

2. Territory

- 2.1 The User shall be permitted to use the BATK brand throughout New Zealand only.

3. Duration

- 3.1 Subject to the right to termination hereinafter contained, the permission to use the BATK brand shall be effective for 1 year, from the date of this Agreement.

4. Standard of Quality

- 4.1 Permission to use the brand shall extend to use on the goods and services set out in Appendix B, provided that they comply with the standard of quality in materials, design, workmanship and service set by the Owner (herein referred to as "the Standard of Quality") in the Logo Use Guidelines.
- 4.2 The Owner shall have the right of inspection for how the BATK brand is used in order that the Owner can exercise the necessary quality control over the User under this Agreement to ensure they meet the Standard of Quality.
- 4.3 The User will co-operate with all and any reasonable requests by BATK to provide examples of how the BATK brand is being used.

5. Preservation of Goodwill to which the BATK brand relates

- 5.1 The User agrees not to use any other trademarks which are similar to, or substantially similar to or so nearly resemble the BATK brand as to be likely to cause deception or confusion, in the field of advertising and/or promotion.
- 5.2 The User will use its best endeavours to preserve the value and the validity of the BATK brand and in particular will:
 - (a) endeavour to create, promote, and retain goodwill in the use of the BATK brand;
 - (b) give to the Owner any information as to the User's use of the brand that the Owner may request and otherwise render any necessary assistance to the Owner in maintaining the brand as duly registered;
 - (c) use the BATK brand correctly, spelt and laid out as per the Logo Use Guidelines and in a form approved by the Owner.

6. Infringements

- 6.1 In the event that the User learns of any infringement or threatened infringement of the brand or that any third party alleges or claims that the brand is liable to cause deception or confusion to the public, the User shall forthwith notify the Owner giving particulars thereof and the User will provide necessary information and assistance to the Owner.

7. Applicable law and Arbitration

7.1 This agreement is governed by New Zealand law.

7.2 The parties agree to discuss any differences that arise between them as a result of this agreement in good faith and, in the event such discussions do not resolve the matter within a reasonable time, to refer the matter to a single arbitrator agreed on by the parties or, in default, appointed by the Executive Director of the Arbitrators and Mediators Institute of New Zealand. The parties will contribute equally to the costs of any arbitrator.

8. Indemnity

8.1 The Owner shall not be responsible for acts or defaults of the User or of the User's employees or representatives and the User shall indemnify and keep indemnified the Owner in respect of any and all costs, claims, damages, losses and/or expenses (including legal costs and expenses), which may be made against or suffered or incurred by the Owner in respect thereof.

9. Assignment and Sub-Licencing

9.1 This Agreement is personal to the User who may not, without the prior written consent of the Owner, assign, transfer, charge or deal in any other manner with this Agreement or its rights hereunder or part or parts thereof, or purport to do any of the same, nor subcontract any or all of its obligations hereunder.

9.2 The User shall not purport to grant any right or licence hereunder to any third party whether by common law, or otherwise.

10. Termination

10.1 The Owner may at any time terminate this Agreement immediately if;

- (a) The User commits a material breach of this Agreement which is not capable of being remedied;
- (b) The User commits a breach of this Agreement which is capable of being remedied, but has not done so within 20 days of notifying the breach to BATK.

10.2 The User may terminate this agreement on giving 3 months notice to BATK.

11. Cessation of Permitted Use

11.1 If the Agreement is terminated for any reason, the User will immediately:

- (a) Cease all use of the BATK brand;
- (b) Cease to advertise or promote the BATK brand.
- (c) Cease all use of the BATK brand and any Confidential Information provided by the Owner.

12. Notices

12.1 Notices sent under this Agreement may be sent via email to the email address shown as part of its signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Licence Agreement as of the date first written above.

Be a Tidy Kiwi Trust

The User

.....

.....

(signature)

(signature)

Name:

Name:

Title:

Title:

Email:

Email:

How to pay:

Direct credit

Bank: BNZ

Amount due: \$900.00 + GST \$135 = **\$1035.00**

Account no: 02-0152-0243773-000

Statement details

Particulars: Your organisation (abbreviation)

Code: BATK-L

Reference: Year

A Tax invoice will be sent 30 days before renewal.

APPENDIX A

Please refer to attached document:
BATK Logo Use Guidelines.pdf

If this document is not included with this agreement please request a copy from:
Email : info@beatidykiwi.nz

APPENDIX B

Use of the BATK brand is licensed on the following goods and services. Others may be added by written agreement between the parties.

Carrier bags made of paper; shopping (carrier) bags of card; garbage sacks of paper; for packaging; refuse sacks of paper; reusable material (carrier) bags; bags of paper for foodstuffs; bags of paper for refuse bins.

Websites; advertisements; outdoor advertising; advertising materials for dissemination in paper form; packaging materials made of cardboard;

Audiovisual teaching materials (printed matter);

Diaries (printed matter); trading cards (printed matter);

Training guides/manuals in the form of printed matter;

Documentation (printed matter);

Personal organisers (printed matter);

Work manuals (printed matter);

Bookbinding material; (stationery);

Pens (writing instruments); pencils; pencil boxes;

Books; brochures; photographs; stationery;

Instructional and teaching material (except apparatus);

Certificates; block notepads;

Clothing; footwear; headgear;

Badges for wear;

Education; dissemination of educational material.