

Licence Agreement for use of the Tennis Logo

Between

TENNIS AUSTRALIA LIMITED (ABN 61 006 281 125) of Melbourne Park, Batman Avenue, Melbourne, Victoria, Australia trading as 'Tennis Australia'

(**'TA'**)

and

[Insert Tennis Australia coach's name, and address above]

(**'Coach'**)

and

[Insert coach member's company name, ABN and address above]

(**'Company'**)

Recitals

- A. TA is the governing body for the sport of tennis in Australia.
- B. The TA coach members (that is, those persons who are members of Tennis Australia Coach Membership) wish to use the Tennis Logo.
- C. TA has agreed to grant the Coach and Company a licence to use the Tennis Logo locked with the Company's own business logo that has been approved by TA ("**Company Logo**"), and the Coach and Company wish to accept that licence, on the terms and conditions of this Agreement.

It is agreed

1 Licence and consideration

- 1.1 TA grants the Coach and Company a non-exclusive, revocable, royalty-free licence to use the Tennis Logo with the Company Logo as part of a composite logo (attached as Schedule 1), subject to the Coach and Company's compliance with the terms of this Agreement.

2 Conditions of use

- 2.1 In using the Tennis Logo, the Coach and Company agree to comply with the requirements set out below:
 - (a) The Coach and Company are only permitted to use the Tennis Logo locked with the Company Logo whilst the Coach remains a financially qualified member with Tennis Australia Coach Membership.
The Coach and Company must cease use of the Tennis Logo if the Coach ceases to be a member of the Tennis Australia Coach Membership.
 - (b) The Tennis Logo cannot be altered or modified in any way and must only be used as part of a composite logo (not on its own).
 - (c) The Coach and Company must comply with the Coach Composite Logo Guidelines (available on Bounce) as amended by TA from time to time, and any reasonable directions of Tennis Australia, including when using the Tennis Logo locked with the Company Logo on flyers, court signage, marketing banners, letterheads, website and other items to which TA provides its prior written consent pursuant to clause 2.1(e).
 - (d) The Company must submit to TA within 21 days of the date of this Agreement the proposed Company Logo it intends to use in connection with this Agreement, and must not use any other logo locked with the Tennis Logo unless prior approved in writing by TA.
 - (e) All collateral featuring the Tennis Logo locked with the Company Logo must be sent to TA for approval prior to going to print or any other distribution or use.
 - (f) The Coach and Company must comply with any reasonable direction of TA in relation to any use of the Tennis Logo locked up with the Company Logo.

- 2.2 TA reserves the right to from time to time impose additional conditions on the Coach and Company's use of the Tennis Logo locked with the Company Logo.
- 2.3 The Coach and Company acknowledge that if the Coach or Company fail to adhere to the above conditions of use, and otherwise at Tennis Australia's absolute discretion, TA may revoke the Coach or Company's licence set out in clause 1. In the event that this occurs, the licence and this Agreement will automatically terminate, and the Coach and Company must immediately cease all use of the Tennis Logo and, at TA's election, either destroy all collateral material containing the Tennis Logo and/or return such materials to TA on demand.
- 2.4 The Company may terminate this Agreement by not paying the Licence Fee by the next occurring Payment Date. In the event that the Company terminates the Agreement pursuant to this clause 2.4:
- (a) this Agreement will be terminated as between all parties; and
 - (b) the Company and Coach must immediately cease all use of the Tennis Logo and, at TA's election, either destroy all collateral material containing the Tennis Logo and/or return such materials to TA on demand.
- 2.5 For the avoidance of doubt, termination of this Agreement does not affect rights and obligations accrued up to the effective date of termination.
- 2.6 For the avoidance of doubt:
- (a) the Tennis Logo (and all intellectual and other proprietary rights in and arising from the Tennis Logo) remain the property of TA at all times and may not be used by the Coach or Company in any manner whatsoever other than as expressly provided for in this Agreement; and
 - (b) all intellectual property rights arising in or as a consequence of this Agreement and/or the Coach or Company's use of the Tennis Logo locked with the Company Logo shall vest in TA immediately upon creation.

3 Coach's warranties

- 3.1 The Coach represents and warrants to TA that:
- (a) it is the sole or major shareholder of the Company and at all times throughout the term of this Agreement the Coach will legally own 51% or more of the issued share capital in the Company (and will not dispose of, encumber or otherwise deal with any of its shares in the Company without the prior written approval of TA);
 - (b) it is and will remain a director of the Company at all times throughout the term of this Agreement; and
 - (c) it:
 - (i) unconditionally and irrevocably guarantees the Company's due, punctual and proper performance and observance of all its obligations and warranties under or in relation to this Agreement (including the payment of the Licence Fee); and
 - (ii) indemnifies TA from and against any liability incurred by TA in respect of any action, suit, claim, demand, cost or expense (including, without limitation, damage to property, plant or equipment) arising as a direct or indirect result of any act or omission by the Company or the Company's employees, agents or sub-contractors in breach of any warranty or obligation under this Agreement, any legislation, regulation, bylaw, code or standard or out of or referable to any damage, injury or loss caused by or resulting from any wilful act, omission or negligence or recklessness of the Company or its employees, agents or sub-contractors.

4 Liability

- 4.1 The Coach and Company agree to release and indemnify TA, its directors, employees, officers, servants and agents from and against any claim, action, loss, liability, damage, cost or expense whatsoever and howsoever arising (including legal fees on an indemnity basis or, if deemed inappropriate, on a solicitor/client basis) resulting from or in connection with the Coach or Company's use of the Tennis Logo, breach of this Agreement, negligent or wilful act or omission, and/or a claim by a third party that the Company Logo infringes that third party's intellectual property rights.

5 Notices

- 5.1 Any notices required to be given under this Agreement shall be deemed to have been given if delivered by any means to the address of each party as set out above.
- 5.2 A facsimile letter is deemed received upon receipt of a facsimile transmission report evidencing that the facsimile letter was sent in its entirety to the facsimile number of the recipient. A posted letter is deemed received on the third day after posting. A hand delivered letter is deemed received on the day of delivery. An email is deemed received only upon confirmation of receipt by the recipient.

6 General

- 6.1 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- 6.2 The rights and obligations granted to the Coach and Company under this Agreement are personal and cannot be assigned, sub-contracted, encumbered, transferred or otherwise dealt with without the prior written consent of TA.
- 6.3 Nothing contained in this Agreement, nor anything done by either party, shall create a joint venture, partnership, employment or agency relationship between the parties and no party shall represent that it is the joint venturer, partner, employer or employee, or the agent of the other party, nor incur debts on behalf of nor pledge the credit of the other party.
- 6.4 Neither a failure to exercise, nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- 6.5 Any provision of this Agreement that is void or unenforceable in Victoria may be severed from this Agreement without affecting the enforceability of other provisions.
- 6.6 The laws of Victoria shall govern this Agreement. The parties agree to submit to the courts of Victoria.
- 6.7 This clause and clauses 2.1(e), 2.2, 2.6, 3.1(c), 4 and 7 will survive the expiry or termination of this Agreement.
- 6.8 Any right or obligation for the benefit of or imposed upon two or more parties shall bind and benefit each such party jointly and severally.

7 Goods and Services Tax ('GST')

- 7.1 Unless the contrary intention appears, words or expressions used in this clause that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("**GST Act**") have that same meaning. A reference to either party includes a reference to their representative member.
- 7.2 The parties agree and acknowledge that, except where stated to the contrary, all pricing, consideration and amounts otherwise payable under this Agreement exclude GST.
- 7.3 In addition to any GST-exclusive monetary consideration payable the recipient of a taxable supply must pay as part of the monetary consideration an amount equivalent to the GST payable by the supplier in respect of that taxable supply (the "**GST Amount**"). The GST Amount is to be calculated by multiplying the GST-exclusive amount of the monetary consideration by the GST rate applicable to the supply at the time that supply is made. The GST Amount shall be paid to the supplier at the same time and in the same manner as the relevant consideration is otherwise required to be paid or provided.
- 7.4 If a supply made under this Agreement is treated as not subject to GST but is or becomes a taxable supply the supplier may charge and recover from the recipient in addition to any other consideration an amount equivalent to the GST payable in respect of that taxable supply.
- 7.5 If in relation to a supply made under this Agreement an adjustment event occurs that gives rise to an adjustment, then the price of that supply, including any GST, will alter accordingly and where necessary a payment will be made to reflect the price adjustment.
- 7.6 If any party is required to pay, reimburse or contribute to an amount paid or payable by another party in respect of an acquisition from a third party, the GST-inclusive amount for payment, reimbursement or contribution shall be the acquisition price paid by the acquiring party, less any input tax credit it is entitled to claim.

SIGNED AS AN AGREEMENT

Signed for and on behalf of **TENNIS AUSTRALIA LIMITED** by its duly authorised representatives

Authorised Representative (1)

Authorised Representative (2)

Name & Title

Name & Title

Date

Date

Signed by _____

[Insert Coach's name]

on this _____ day of _____ 20_____

by
(Name)

.....
(Signature)

In the presence of:

.....
(Name of witness)

.....
Signature of witness)

Signed for and on behalf of _____

[Insert Company's name]

by its duly authorised representatives

Authorised Representative (1)

Authorised Representative (2)

Name & Title

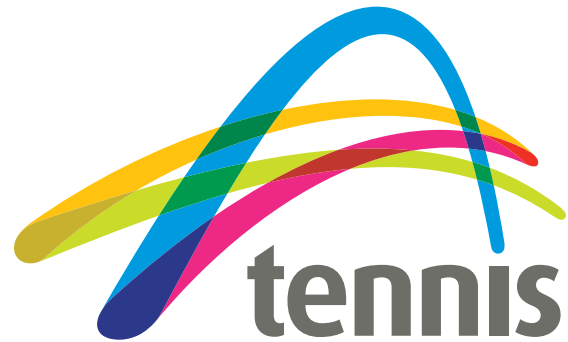
Name & Title

Date

Date

Tennis Logo

Note: the logo which appears below is the Tennis logo, and must be used as part of a composite logo in accordance with the Coach Composite Logo Guidelines. It must not be used on its own without Tennis Australia's separate written consent.



Sample of Composite Logo

Tennis logo locked with Tennis Australia Coach Members' business logo.

