



APPLICATION FOR A LICENCE TO USE THE “amazingalbany” BRAND

Introduction

The “amazingalbany” brand has been designed to assist in the promotion of Albany as a holiday destination to potential intrastate, interstate and international visitors. The Brand reflects aspects of Albany widely recognised as positive attributes; the expansive bays, vistas or ocean with undulating land masses in the background and the iconic whale.

The “amazingalbany” brand is owned by the City of Albany and has been registered with Intellectual Property Australia. It may, however, be used by external organisations that have an appropriate connection with the Albany region to co-brand their organisations and positively promote Albany as a tourism destination.

The strength of this brand is reinforced by correct usage and consistency of application. If you wish to use the “amazingalbany” logo to co-brand your organisation, you must complete the Schedule to this agreement (Appendix 1) and forward the entire document to the address below.

Your application will be considered and you will be advised in writing whether or not your application is successful.

The City of Albany will not charge a fee to use the “amazingalbany” brand, however the City of Albany does impose conditions on how you may use the brand which must be strictly followed. These specifications are outlined in the attached “**amazingalbany” Brand Style Guide**.

If the COA grants you the right to use the “amazingalbany” brand, 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.

Appendix 1 – Schedule to Agreement (to be signed prior to usage)

Appendix 2 – “amazingalbany” Style Guide

Please forward signed document to:-
Tourism Development Officer
City of Albany
PO Box 484
ALBANY WA 6331
Fax: (08) 98414099

Queries can be directed to Tourism Development officer by telephoning (08) 98 419333 or email to staff@albany.wa.gov.au

It is agreed

1. The Granting of a Licence

1.1 The COA has the sole and absolute discretion to:

- (1) decide whether you should be permitted or denied the right to use the "amazingalbany" brand 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 "amazingalbany" brand.
- (4) If the COA approve your Licence application, COA grant to you a free-of-charge, personal, non-exclusive, non-transferable right to use the "amazingalbany" brand subject to the terms of this Agreement.

2. Term, Renewal & Continuation of Licence

2.1 Your right to use the Albany Logo under the terms of this Agreement (your **Licence**) commences on the date COA notify you that your application for a Licence has been accepted (**Commencement Date**) and has a term of 24 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 24 months by giving COA written notice to that effect between 3 and 6 months before the end of the Term.

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

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

2.6 COA 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 COA 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 COA's name, goodwill, reputation or interests or the "amazingalbany" Logo.

3. Use of Trade Marks

3.1 You must only use the "amazingalbany" brand:

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

3.2 permit COA and its representatives to review your use of the "amazingalbany" 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
inform COA of any changes in the information you have provided to COA this application or which you otherwise provide to COA.

3.3 You must not:

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

4. Indemnity

4.1 You indemnify COA against:

- (1) all losses incurred by COA;
- (2) all liabilities incurred by COA; 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 COA 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 COA's rights of termination conferred under this Agreement are in addition to any right of action or remedy which COA 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 COA 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 Albany Logo or any part of it.

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

7. Assignment

7.1 COA may assign all or any of COA'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:

10.1 is the entire agreement and understanding between you and COA on everything connected with the subject matter of this Agreement; and

10.2 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 COA.

12. Waiver

12.1 A failure or delay by you or COA 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 COA submit to the non-exclusive jurisdiction of the courts of Western Australia and the Federal Court of Australia.

APPENDIX 1

Schedule to Agreement

Date of Application:	
Business name:	
Contact's Name & Position	
Email Address	
Telephone number	
Correspondence address	
Your business activities:	
Your connection with the Albany / Great Southern region:	
Please fully describe Layout* of the proposed amazingalbany logo with your brand;	

(Important Note: Your application must be accompanied by a diagram depicting how the amazingalbany 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 COA on the matters contained in it and cannot be modified except by agreement in writing by you and COA.

Your name (BLOCK LETTERS) _____

Signature: _____

In the presence of:

Name of Witness (BLOCK LETTERS) _____

Address of Witness _____

Signature _____