



TERMS AND CONDITIONS FOR USE OF TRADE MARK

1. For the purposes of this agreement, the permit holder is the holder of a refrigerant trading authorisation or a refrigerant handling licence as granted, issued or provided by Australian Refrigeration Council Limited ("ARC") as constituted from time to time.
2. The permit holder shall not commit any act, communication, error, omission, enter into any agreement, undertaking, arrangement or like event that shall or has the potential to bring the Tick into disrepute, expose ARC to any legal action or use the Tick for any purpose that contravenes any term or implied term of this agreement.
3. The permit holder has elected to use, place and advertise the Trade Marked tick ("**Tick**") as set out above and acknowledges that the registered owner is ARC.
4. No act, error, omission, agreement, undertaking, arrangement or like event shall allow the permit holder to fetter the intellectual and proprietary rights ARC possesses over the Tick.
5. The permit holder acknowledges that by perusing this document and adopting the use of the Tick, the permit holder agrees to comply with all terms and conditions herein and agrees to use the Tick in a bona fide fashion for the benefit of the refrigeration and airconditioning industry.
6. This agreement does not in any way seek to transfer the ownership of the Tick to the permit holder, their agents or any third party.
7. The permit holder shall wherever possible place on conspicuous display the Tick label but shall not place any label so as to expose ARC to any legal action, complaint or nuisance.
8. The permit holder must use their best endeavours to ensure that the Tick is promoted as an industry endorsed legitimate and professional permit holder and/or commission within the Australian airconditioning industry.
9. The permit holder shall do all things necessary to promote the Tick within the refrigeration and airconditioning industry.
10. The permit holder shall diligently, properly and fully comply with all reasonable directions and instructions from ARC relating to the Tick, its placement, location, design, registration and ownership.
11. The permit holder shall ensure that the permit holder's agents, employees, third parties or personnel will not represent the Tick in a manner that may contravene any express or implied term of this agreement.
12. The permit holder will not defame or otherwise impugn the representatives of ARC.
13. Nothing in this agreement is to be treated as creating a relationship of either franchisee or franchisor between the parties with specific regard to the Tick.
14. ARC may prohibit the permit holder from continuing to use the Tick if the permit holder contravenes any express or implied term of this agreement.
15. The permit holder shall not pass this agreement onto any other person, natural or otherwise, for the purpose of utilising the Tick without ARC's express consent.
16. No waiver by either ARC or the permit holder of any provision of this agreement shall be deemed to be a release or repudiation of this agreement. Any purported release of this agreement by one party shall be made by writing to the other party as soon as reasonably possible of which the other party shall not unreasonably not accept.
17. In the event that the permit holder ceases to be bound by any or all of the provisions of this agreement, the permit holder must return to ARC any material whatsoever that carries or bears the Tick and the permit holder must immediately cease using the Tick in any material within the refrigeration and airconditioning industry.