

TCAC
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**Australian
Competition &
Consumer
Commission**

GPO Box 3131
Canberra ACT 2601

23 Marcus Clarke Street
Canberra ACT 2601

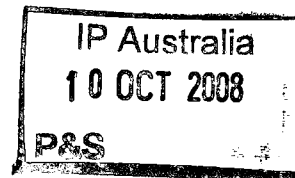
tel: (02) 6243 1111
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www.accc.gov.au

Our Ref: C2008/1005
Your Ref: TM 252
Contact officer: Jasmine Tan
Contact phone: (02) 6243 1363

7 October 2008

The Registrar of Trade Marks
IP Australia
PO Box 200
WODEN ACT 2606



Dear Registrar

Certification Trade Mark Application No. 1075655

The Australian Competition and Consumer Commission (the ACCC), in accordance with the provisions of the *Trade Marks Act 1995*, has completed its final assessment of Certification Trade Mark (CTM) No.1075655.

A certificate detailing the ACCC's assessment is attached, as well as a certified copy of the rules. The applicant has been notified.

If you have any queries on this matter, please contact Jasmine Tan on (02) 6243 1363.

Yours sincerely

Dr Richard Chadwick
General Manager
Adjudication Branch



**Australian
Competition &
Consumer
Commission**

**Final Assessment of Certification Trade Mark Application 1075655
lodged by Straatmans Holding Company Pty Ltd**

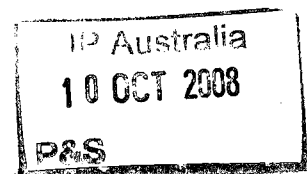
The Australian Competition and Consumer Commission (the ACCC), in accordance with the requirements of the *Trade Marks Act 1995*, has completed its Final Assessment of the above Certification Trade Mark (CTM) application.

The ACCC's Final Assessment is that it is satisfied that:

- (a) the approved certifiers demonstrate the attributes necessary to competently certify the goods in respect of which the CTM is to be registered;
- (b) the rules governing the use of the CTM would not be to the detriment of the public;
and
- (c) the rules governing the use of the CTM are satisfactory having regard to the principles relating to restrictive trade practices set out in Part IV of the *Trade Practices Act 1974* (the Act); the principles relating to unconscionable conduct set out in Part IVA of the Act; and the principles relating to unfair practices, product safety and product information set out in Part V of the Act.

Signed.....  (Deputy Chair)

Date..... 1/10/08



Certified copy
pursuant to section 175(2)(b)
of the *Trade Marks Act 1995*

RULES

Governing the use in Australia of 1075655

Commissioner

John Kelly
2/10/08
Date

THE CERTIFICATION TRADE MARK

of

STRAATMANS HOLDING COMPANY PTY LTD ACN 102 598 729

ATF COCONUT DISCRETIONARY TRUST

("STRAATMANS HOLDING")



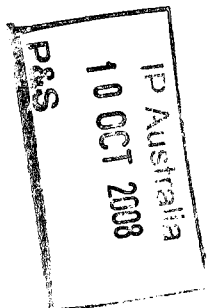
The Trade Mark

1. The "Trade Mark" is the device shown above, and is the subject of Australian Certification Trade Mark No. 1075655 for services in classes 35, 43 and 44 namely:

Class: 35 Council services including local government administration and marketing services and the provision of community services; business services provided by a local government authority; advertising; business management; business administration; accounting; business management assistance; business information, inquiries and investigations; business management and organisation consultancy; commercial or industrial management assistance; compilation of information into computer databases; demonstration of goods; organisation of exhibitions for commercial or advertising purposes; business management of hotels and resorts; marketing research and studies; on-line advertising on a global computer network

Class: 43 Services for providing food and drink; temporary accommodation services; hotel and resort services; accommodation bureaux; rental of temporary accommodation; hospitality services; bar and restaurant services; holiday camp services; tourist homes; hotel reservations; hotels; motels; providing motel and resort facilities

Class: 44 Agriculture, horticulture and forestry services; farming and forestry equipment rental; gardening; landscape gardening; lawn and tree care; plant nurseries; tree surgery.



Definitions:

2. In these rules:

- a. "Approved User" means a person approved to use the Trade Mark, in accordance with these rules.
- b. "Fee for Use" means the fee paid by the Approved User to use the Trade Mark and is the amount stated in Schedule "A" to these rules.
- c. "Net" means a net when fixed to a coconut palm tree which is designed to entrap coconuts. The Net may also guide coconuts into a basket which may be lowered, to enable the safe removal of the coconuts. The Net is a net provided by Coconet International Pty Ltd, one or more of its subsidiaries and/or one or more of its authorised suppliers or licensees.
- d. "Straatmans Holding" means Straatmans Holding Company Pty Ltd (ACN 102 598 729) as trustee for Coconut Discretionary Trust.
- e. "Approved Property" means a property which has been inspected in accordance with these rules and deemed to comply with the requirements of rule 9.
- f. "Juvenile Tree" means a coconut palm tree which is less than ten (10) metres tall.
- g. "Exempt Tree" means a coconut palm tree identified in an exemption notice issued in accordance with rule 12.
- h. "Maintenance Program" means a system of maintaining a Juvenile Tree and an Exempt Tree, in which the relevant trees are trimmed, at least twice every calendar year.

Property in the Trade Mark

3. The Trade Mark is the absolute property of Straatmans Holding and shall not be used by any person except under and by virtue of a certificate issued in accordance with these rules or with the express authority of Straatmans Holding.

Use of the Trade Mark

4. Straatmans Holding may from time to time alter these rules or make new ones wholly or partly in lieu thereof, provided that the Registrar of Trade Marks and the Australian Competition and Consumer Commission approve the changes.

5. The power of issuing, renewing and withdrawing a certificate is vested in Straatmans Holding.
6. Commencement of use of the Trade Mark by the Approved User in respect of services provided at an Approved Property shall be allowed, provided:
 - a. the Approved User has complied with the requirements of rule 9; and
 - b. Straatmans Holding is satisfied that both the use of the Trade Mark and the marketing thereof by the Approved User will not offend the provisions of the *Trade Practices Act 1974*, or the guidelines on misleading or deceptive conduct set out by the Trade Practices Commission from time to time.
7. Use of the Trade Mark by the Approved User will be allowed to continue in respect of an Approved Property provided the Approved User complies with and continues to comply with the requirements set out in these rules.
8. Use of the Trade Mark by the Approved User is subject to the control of Straatmans Holding. Straatmans Holding may take such steps as necessary to ensure the continued observance of the requirements of these rules. The Approved User acknowledges Straatmans Holding's rights to exert such control.

Conditions for Qualification of Applicant to Use the Trade Mark

9. In order to qualify for use of the Trade Mark, an applicant must meet the following conditions:
 - a. provide details of the property location and number of coconut palm trees planted thereon for each property owned or maintained by the applicant;
 - b. have a Net installed on each coconut palm tree on the property identified by the applicant which is not a Juvenile Tree or which is not a tree for which an application for status as an Exempt Tree has been made;
 - c. each Net must be of a sufficient standard to entrap all falling coconuts within the Net;
 - d. each Net must also be;
 - i. highly wind resistant,
 - ii. weatherproof,

- iii. of a construction which is resistant to damage by rodents,
- iv. constructed of low density polyethylene or of a material of equivalent durability, and
- v. all ancillary hardware items are to be constructed from stainless steel or of a material of equivalent durability; and

Application for status as an Exempt Tree

- 10. If there is one or more coconut trees on the property to which the applicant does not wish to affix a Net then the applicant may apply to have the trees declared as Exempt Trees.
- 11. An application for status as an Exempt Trees must:
 - a. be in writing;
 - b. state the reasons for requesting status as an Exempt Tree;
 - c. explain how safety will be ensured in the absence of a Net being fitted; and
 - d. provide an undertaking that the relevant tree will be entered into a Maintenance Program.
- 12. Straatmans Holding will upon receipt of an application for status as an Exempt Tree, assess the application. Once satisfied that the application is in accordance with the requirements of rule 11 Straatmans Holding will issue an Exemption Notice.
- 13. Status as an Exempt Tree must be reassessed annually.

Application and Procedures for Permission to Use the Mark

- 14. An application to use the Trade Mark shall be made in writing and addressed to CTM Officer, Coconet International Pty Ltd, PO Box 3109, Tannum Sands Qld 4680 and shall include:
 - a. payment of an application fee as stipulated in Schedule "A" of these rules; and
 - b. Completion and submission of the form *Application to become an Approved User of Certification Trade Mark No. 1075655 and Undertakings by the Applicant*, as detailed in Schedule "B" to these rules.
- 15. Upon receipt of an application in accordance with rule 10 of these rules, the CTM Officer shall arrange for an inspection of the applicant's property to verify that the applicant complies with the requirements of rule 9.

16. Upon completion of the inspection, the CTM Officer will issue a notice to the applicant stating whether the applicant's property complies with rule 9 and is an Approved Property. In the event that the applicant does not satisfy the conditions of rule 9, the CTM Officer must notify the applicant in writing including reasons for the failure to comply.
17. Upon the applicant's receipt of the notice confirming that they have an Approved Property, the applicant must pay to Straatmans Holding the Fee for Use.
18. Upon receipt of the payment of the Fee for Use, Straatmans Holding shall –
 - a. issue the Approved User with a certificate to be displayed in a prominent position on or within the Approved User's main business premises; and
 - b. issue the Approved User with a letter of acknowledgement;
 - c. issue the Approved User with any required decals and digital images of the Trade Mark; and
 - d. allow the Approved User to use the Trade Mark in respect of the services for which the Trade Mark is registered and which meet the prescribed standards on the Approved Property.

Maintaining Use of the Trade Mark

19. In order to maintain use of the Trade Mark the Approved User must:
 - a. ensure that each and every Net at the Approved Property is maintained in good working order;
 - b. ensure that a Net is installed in each and every existing or new coconut palm tree on the Approved Property, or in the case of a Juvenile Tree and an Exempt Tree they are entered into a Maintenance Program;
 - c. provide evidence that each and every Net on the Approved Property has been and will continue to be serviced at least twice every calendar year;
 - d. display the certificate in a prominent position, which is readily viewable by the public, on or within the Approved User's main business premises;
 - e. display the digital image of the Trade Mark on the Approved User's website; and

- f. pay to Straatmans Holding the Fee for Use annually in advance and falling due on 1 July.
- 20. The Fee for Use will be indexed to increase annually in line with the annual consumer price index.
- 21. The Trade Mark may not be used by an Approved User in its corporate brochures or media releases without receiving prior approval from Straatmans Holding.
- 22. Straatmans Holding shall establish and maintain a register which shall contain details of all Approved Users of the trade mark. This register shall be kept at the office of Straatmans Holding –

1/100 Goonoon Street
Gladstone, Qld 4680

and will be available for inspection of the public during the normal business hours of the said office.

- 23. Upon proof to the satisfaction of Straatmans Holding of the loss of destruction of a certificate that is in force, Straatmans Holding may authorise the issuance of a duplicate thereof.
- 24. Approved Users and applicants for Approved User status will advise Straatmans Holding of any change of address.
- 25. All communications regarding certificates and information in respect of the Trade Mark should be addressed to:

Coconet International Pty Ltd
PO Box 3109
Tannum Sands Qld 4680

Monitoring of the Use of the Mark

- 26. Straatmans Holding reserves the right to conduct random audits of Approved Properties to confirm that the Approved User continues to comply with the requirements of rule 19.
- 27. In the event that the Approved User is not complying with the ongoing requirements of rule 19, Straatmans Holding shall notify the Approved User of same in writing and the Approved User shall within fourteen (14) days of receipt of said notification, either:
 - a. comply with the requirements as set out in rule 19; or
 - b. shall surrender their right to use the Trade Mark.

28. Upon expiry of the period for which an Approved User has been authorised to use the Trade Mark, or upon surrender by an Approved User of their right to use the Trade Mark, the Approved User –
 - a. agrees not to use the Trade Mark including use in its advertising or other promotional activities; and
 - b. will destroy all advertising or other promotional items/devices bearing the Trade Mark, including all unused stickers, tags, posters and the like bearing the certification trade mark.
29. Any notice given by or on behalf of Straatmans Holding in the pursuance of these rules shall be deemed to have been duly given if it is forwarded by prepaid letter addressed to the party concerned at the address on Straatmans Holding's records.
30. In the event that any person is aggrieved by any decision of Straatmans Holding to:
 - i. refuse to grant a certificate to use the Trade Mark; or
 - ii. cancel a certificate

then that person may appeal to an independent appeal body to be agreed between the parties. In default of any agreement then either party may apply to a court of their choosing. Following such appeal the parties or either of them shall decide whether and upon what conditions, the said aggrievement shall be redressed.

SCHEDULE A

**TO THE RULES FOR THE USE OF THE CERTIFICATION
TRADE MARK OF STRAATMANS HOLDING COMPANY PTY LTD
(ACN 102 589 729) ATF COCONUT DISCRETIONARY TRUST**

Fees

Application Fee	\$300.00 plus GST
Fee for Use	\$500.00 plus GST

SCHEDULE B

**TO THE RULES FOR THE USE OF THE CERTIFICATION
TRADE MARK OF STRAATMANS HOLDING COMPANY PTY LTD
ACN 102 589 729 ATF COCONUT DISCRETIONARY TRUST**

**Application to become an Approved User of
Certification Trade Mark No. 1075655 and
Undertakings by the Applicant**

I/ We,
of(the applicant)
hereby apply to become an Approved User of Trade Mark No. 1075655 held by
Straatmans Holding Company Pty Ltd as trustee for Coconut Discretionary Trust.

I/We have complied with the requirements set out in rule 9 of the rules, as
repeated below, for the use of the Trade Mark of the Straatmans Holding
Company Pty Ltd as trustee for Coconut Discretionary Trust.

9. In order to qualify for use of the Trade Mark, an applicant must meet
the following conditions:
- a. provide details of the property location and number of coconut
palm trees planted thereon for each property owned or maintained
by the applicant;
 - b. have a Net installed on each coconut palm tree on the property
identified by the applicant or in the case of a Juvenile Tree and an
Exempt Tree they are entered into a Maintenance Program;
 - c. each Net must be of a sufficient standard to entrap all falling
coconuts within the Net;
 - d. each Net must also be;
 - i. highly wind resistant,
 - ii. weatherproof,
 - iii. of a construction which is resistant to damage by rodents,
 - iv. constructed of low density polyethylene or of a material of
equivalent durability, and
 - v. all ancillary hardware items are to be constructed from
stainless steel or of a material of equivalent durability; and

Evidence of meeting these requirements is attached.

I/We undertake to comply with all the rules from time to time governing the use of
this Trade Mark (a current copy of which rules, including Schedule "A" and "B", I
acknowledge having received and read) and I agree that non-fulfilment of this
undertaking shall involve the surrender of my right to use the Trade Mark.

Signed for an on behalf of the applicant

Signature:.....

Name: _____

Position: _____

Dated this day of 2.....