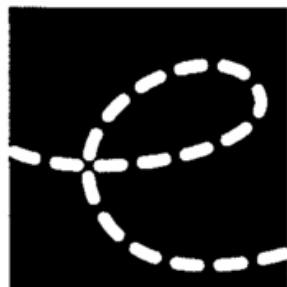
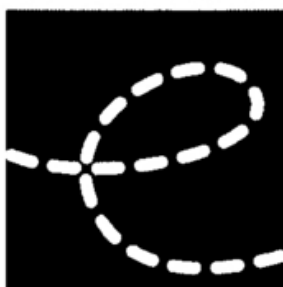


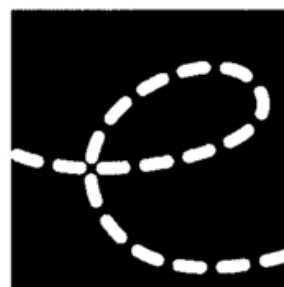
**RULES GOVERNING THE USE OF
CERTIFICATION TRADE MARK No. 1338510**



ethical
clothing
AUSTRALIA



ethical
textiles
AUSTRALIA



ethical
footwear
AUSTRALIA

RULES GOVERNING THE USE OF CERTIFICATION TRADE MARK NO. 1338510

1. DEFINITIONS AND INTERPRETATION

- 1.1 “**Code of Practice**” means an agreement as in force from time to time which is:
- (a) published by Ethical Clothing Australia;
 - (b) between parties which include a trade union representing employees in the TCF industries and a body representing manufacturers or retailers of TCF products; and
 - (c) concerns the conditions of work of persons who perform work in relation to TCF products in premises other than a registered factory.

Current Codes of Practice can be viewed at
[http://ethicalclothingaustralia.org.au/wp-content/uploads/2016/03/Homeworkers Code of Practice Part 1 Manufacturers.pdf](http://ethicalclothingaustralia.org.au/wp-content/uploads/2016/03/Homeworkers_Code_of_Practice_Part_1_Manufacturers.pdf)

- 1.2 “**Dispute**” means a dispute, grievance, difference or claim concerning an Entity’s right to use any of the Accreditation Marks.
- 1.3 “**Entity**” includes an incorporated body, a partnership and an individual.
- 1.4 “**Ethical Clothing Australia**” means Homeworker Code Committee Inc.
- 1.5 “**Ethical Licence**” means a licence agreement with Ethical Clothing Australia in the form of the Schedule to these rules.
- 1.6 “**Accreditation Marks**” means the series of trade marks the subject of trade mark application no. 1338510.
- 1.7 “**TCF**” means textiles, footwear and clothing.
- 1.8 The singular includes the plural and vice versa.
- 1.9 A reference to any gender includes all other genders.
- 1.10 The word “includes” means “includes but is not limited to”.

2. ENTITLEMENT TO USE ETHICAL MARKS

- 2.1 An Entity may only use any of the Accreditation Marks:

- (a) if it is at the time of use accredited to do so by Ethical Clothing Australia under a Code of Practice, and a party to an Ethical Licence; and
- (b) in accordance with both the terms of its accreditation under a Code of Practice and the Ethical Licence.

3. DISPUTE RESOLUTION

- 3.1 If an Entity considers a Dispute exists, it may notify Ethical Clothing Australia in writing of the existence and nature of the Dispute, any matters which it wishes to have taken into account in relation to the Dispute, and of the action it wishes to be taken to resolve the Dispute (“**Dispute Notice**”).
- 3.2 Ethical Clothing Australia must, within fourteen days of receiving a Dispute Notice, refer the Dispute for internal review to a committee of Ethical Clothing Australia consisting of one member nominated by a trade union that is a signatory to a Code of Practice (“**Union Representative**”) and one member nominated by a body representing manufacturers or retailers that is a signatory to a Code of Practice (“**Industry Representative**”).
- 3.3 A committee appointed under rule 3.2 must review the Dispute and use its best efforts to notify the Entity concerned in writing of its decision in relation to the Dispute, within thirty days of the referral of the Dispute to the committee. The committee shall take into account any material provided by the Entity in relation to the Dispute, but is not required to give the Entity a right to appear before the committee.
- 3.4 If the Entity is not satisfied with the decision of the committee appointed under rule 3.2, it may, within thirty days of receiving notification of the committee’s decision, notify Ethical Clothing Australia in writing that it wishes the decision to be reviewed by an appeal committee.
- 3.5 An appeal committee shall consist of a Union Representative, an Industry Representative, and an independent chairperson agreed by the Union Representative and the Industry Representative. If the Union Representative and the Industry Representative are not able to agree on an independent chairperson within fourteen days of the delivery of the request for review, the Institute of Arbitrators and Mediators Australia shall nominate an independent chairperson with expertise in relation to the TCF industry.
- 3.6 An appeal committee must review the Dispute and use its best efforts to notify the Entity concerned in writing of its decision in relation to the Dispute, within sixty days of delivery of the request for review to Ethical Clothing Australia. The appeal committee shall take into account any material provided by the

Entity in relation to the Dispute, and give the Entity a reasonable opportunity to appear before the appeal committee.

- 3.7 To the extent permitted by applicable law, a decision of an appeal committee is final.

SCHEDULE

LICENCE AGREEMENT

FOR CERTIFICATION TRADE MARKS

UNDER THE HOMEWORKERS CODE OF PRACTICE

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LICENCE AGREEMENT

THIS AGREEMENT IS MADE on the date set out in Schedule Item 1

BETWEEN: **HOMEWORKER CODE COMMITTEE INC.**, an incorporated association under the *Associations Incorporation Act 1981* (Vic.) ("**Ethical Clothing Australia**") having an office at Suite A, Level 1, 205 Johnston Street, Fitzroy VIC 3065, Fax (03).8415 0818

AND: The entity whose name, address and ABN are set out in Schedule Item 2 ("**the Licensee**")

RECITALS:

- A. Ethical Clothing Australia is a not for profit association established by the Council of Textile & Fashion Industries of Australia Limited, the Textile Clothing & Footwear Union of Australia, NSW Business Chamber Limited, the Australian Industry Group and others.
- B. Ethical Clothing Australia is the owner of the Australian registered certification trade marks set out in Part 1 of Attachment A, and is the applicant for registration of the Australian certification trade marks set out in Part 2 of Attachment A.
- C. Ethical Clothing Australia is the only entity that may certify goods and services to which the certification trade marks referred to in Recital B ("**the Accreditation Marks**") may be applied.
- D. Ethical Clothing Australia has certified that the Accreditation Marks set out in Schedule Item 3 ("**the Licensed Marks**") may be used on the Licensee's goods ("**Accredited Goods**") and services ("**Accredited Services**") described in Schedule Item 4 on the terms of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

PART ONE

1. APPLICATION OF THIS AGREEMENT

- 1.11 The provisions of Parts One and Five of this Agreement apply to the Licensee.
- 1.12 The provisions of each of Parts Two, Three and Four of this Agreement only apply to the Licensee if that part is listed in Schedule Item 5.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Clauses 2.2 and 2.11 apply to this Agreement, unless the context requires otherwise.

- 2.2 Definitions
- 2.3 “Business Day” means:
- (a) for receiving a Notice under clause 11, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the Notice is received; and
 - (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne.
- 2.4 “Code” means a Code of Practice as defined in the Rules to which the Licensee is a signatory.
- 2.5 “Dispute” means a dispute, difference or claim between the parties arising out of or relating to this Agreement or its subject matter, or the breach, termination or validity of this Agreement.
- 2.6 “Initial Term” means the period of two years from the date set out in Schedule Item 1.
- 2.7 “Guidelines” means the *Trademark Usage Guidelines for Accredited Brands* document provided to the Licensee by Ethical Clothing Australia from time to time. The current Guidelines are Attachment B to this Agreement.
- 2.8 “Notice” includes a notification, request, consent, offer, acceptance or agreement.
- 2.9 “Rules” mean the Rules Governing the Use of Certification Trade Mark No. 1338510 approved under the *Trade Marks Act 1995* (Cth), as in effect from time to time.
- 2.10 “this Agreement” includes the Recitals, the Schedule and any Attachments.
- 2.11 Interpretation
- (a) The singular includes the plural and vice versa.
 - (b) A reference to any gender includes all other genders.
 - (c) A reference to a statute means that statute as in force from time to time, and to any statute passed in substitution for that statute.
 - (d) The word “includes” means “includes but is not limited to”.
 - (e) Where one part of speech of a word is defined, other parts of speech of that word have corresponding meanings.
 - (f) A reference to time is to Melbourne time.
 - (g) A reference to a party includes that party’s legal personal representatives, successors in title and permitted assigns (if any).
 - (h) If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

- (i) Headings are for ease of use and reference only, and do not affect interpretation.

PART TWO -ACCREDITED MANUFACTURERS

3. LICENCE

3.1 Ethical Clothing Australia grants the Licensee a non-exclusive licence to use each of the Licensed Trade Marks, subject to the terms of this Agreement, without the right to sub-license:

- (a) on labels attached to Accredited Goods;
- (b) on packaging for Accredited Goods; and
- (c) in or on promotional media relating to Accredited Goods, including corporate stationary, web sites, bill boards and advertisements, but not including promotional items that are sold or given away.

3.2 Subject to clause 3.3, the licence granted under clause 3.1 shall remain in effect until the earliest of:

- (a) the expiry of the Initial Term;
- (b) the Licensee ceasing to be an Accredited Manufacturer under the Code; and
- (c) the date this Agreement is terminated pursuant to clause 10.

3.3 The licence granted under clause 3.1 shall be extended for a further term of two years if at the end of the Initial Term or any previous further term granted pursuant to this clause:

- (a) the Licensee is an Accredited Manufacturer under the Code;
- (b) the Licensee is not in breach of any provisions of the Code or this Agreement applicable to it; and
- (c) the Licensee has paid all accreditation fees due under the Code in respect of the further term.

4. LABELS

4.1 Labels to be sewn into Accredited Goods which incorporate Licensed Trade Marks must be made in Australia and supplied by a supplier approved by Ethical Clothing Australia, as specified in the Guidelines.

4.2 Labels which incorporate Licensed Trade Marks to be attached to, but not sewn into, Accredited Goods must be supplied by:

- (a) a supplier approved by Ethical Clothing Australia as specified in the Guidelines; or
- (b) a supplier that Ethical Clothing Australia has agreed in writing may supply the labels.

PART THREE - RETAILER SIGNATORIES

5. LICENCE

- 5.1 Ethical Clothing Australia grants the Licensee a non-exclusive licence to use each of the Licensed Trade Marks, subject to the terms of this Agreement, without the right to sub-licence, in the Licensee's retail premises only.
- 5.2 Subject to clause 5.4, the licence granted under clause 5.1 shall remain in effect until the earliest of:
- (a) the expiry of the Initial Term;
 - (b) the Licensee ceasing to be a Retailer Signatory under the Code;
 - (c) the Licensee's stock ceasing to include products supplied by at least one Accredited Manufacturer; and
 - (d) the date this Agreement is terminated pursuant to clause 10.
- 5.3 The Licensee must notify Ethical Clothing Australia within fourteen days if its stock ceases to include products supplied by at least one Accredited Manufacturer
- 5.4 The licence granted under clause 5.1 shall be extended for a Further Term of two years if at the end of the Initial Term or any previous Further Term:
- (a) the Licensee is a Retailer Signatory under the Code;
 - (b) the Licensee's stock includes products supplied by at least one Accredited Manufacturer;
 - (c) the Licensee has not breached any provisions of the Code or this Agreement applicable to it; and
 - (d) the Licensee has paid any fees due under the Code in respect of the Further Term.

PART FOUR

6. USE OF LICENSED TRADE MARKS

- 6.1 Unless authorised by Ethical Clothing Australia in writing, the Licensee shall use the Licensed Trade Marks:
- (a) in accordance with the licence granted to it by this Agreement;
 - (b) in the form set out in Schedule Item 6 only; and
 - (c) in accordance with the Guidelines.
- 6.2 Any text regarding the Code or the Licensee's entitlement to use the Licensed Trade Marks used in conjunction the Licensed Trade Marks or on the Licensee's premises, web sites or promotional material, must be in accordance with this Agreement and the Guidelines, or approved in writing by Ethical Clothing Australia.

7. INDEMNITY

- 7.1 Subject to the Licensee complying with clauses 7.2 and 7.3, Ethical Clothing Australia will indemnify the Licensee against all loss, damage, costs and expenses (including legal costs) arising out of or in connection with any claim made by a third party against the Licensee that the use of the Licensed Trade Marks in accordance with this Agreement infringes the intellectual property of the third party (“**Third Party Claim**”).
- 7.2 The Licensee shall notify Ethical Clothing Australia promptly of any Third Party Claims.
- 7.3 Ethical Clothing Australia shall have the conduct of the defence of any Third Party Claim, provided Ethical Clothing Australia has acknowledged that the Licensee is entitled to indemnification for that claim.

8. PROHIBITED CONDUCT

- 8.1 The Licensee must not:
- (a) claim or represent that it has any rights in the Accreditation Trade Marks, other than those granted by this Agreement;
 - (b) use any Accreditation Trade Mark or any sign substantially identical with or deceptively similar to any Accreditation Trade Mark in a company name, business name, internet domain name or email address; or
 - (c) apply to register a trade mark, business name, company name or internet domain name which incorporates an Accreditation Trade Mark, or any sign substantially identical with or misleadingly similar to an Accreditation Trade Mark.
 - (d) seek revocation of any Accreditation Trade Mark, or assist any other person to do so.

9. ASSISTANCE

- 9.1 The Licensee must notify Ethical Clothing Australia if it becomes aware of any use of an Accreditation Trade Mark, or any trade mark substantially identical with or misleadingly similar to an Accreditation Trade Mark, on or in relation to goods or services which appear not to be accredited under the Code. The Licensee must provide Ethical Clothing Australia with any assistance reasonably required by it in relation to infringement of the Accreditation Trade Marks by such use.

10. TERMINATION

- 10.1 Ethical Clothing Australia may terminate this Agreement by giving notice to the Licensee if:
- (a) the Licensee commits a breach of any provision of this Agreement and fails to rectify the breach within thirty days of notice being given by Ethical Clothing Australia describing the breach and the action which must be taken to rectify it;

- (b) the Licensee has committed a breach of this Agreement on more than three occasions (regardless of whether the breaches have been rectified);
- (c) the Licensee knowingly provides any false information to Ethical Clothing Australia, either before or after the date of this Agreement; or
- (d) the Licensee ceases to carry on business in Australia.

11. NOTICES

- 11.1 Any Notice pursuant to this Agreement shall be in writing. Notices may be delivered by hand, by receipted mail, or by facsimile to the addresses of the parties set out in this Agreement, or such other addresses as the parties may provide to each other in accordance with this clause.
- 11.2 Notice will be treated as given:
- (a) in the case of hand delivery, on the date of delivery;
 - (b) in the case of postal delivery, on the date of delivery recorded by the postal authority;
 - (c) in the case of facsimile, on receipt by the transmitting machine of a message indicating that the whole of the message has been successfully received by the answering machine,
- 11.3 but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

12. GENERAL

- 12.1 Any Dispute shall be resolved in accordance with rule 3 of the Rules, other than to the extent that a party is seeking a grant of urgent interlocutory relief.
- 12.2 This Agreement (and the validity and enforceability of this Agreement) is governed by and is to be interpreted in accordance with the law of the State of Victoria in the Commonwealth of Australia, without reference to its conflict of laws rules. Subject to clause 12.1, the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria, and the federal courts of the Commonwealth of Australia, and irrevocably waive any right they may have to object to those courts exercising jurisdiction on the ground that the court is not a convenient forum.
- 12.3 If this Agreement requires any act to be done on or by a day that is not a Business Day, it may be done instead on the next day that is a Business Day.
- 12.4 This Agreement may only be varied or amended by an instrument in writing signed by duly authorised representatives of the parties.
- 12.5 If any provision of this Agreement is illegal, unenforceable or void in any jurisdiction, then, with respect to that jurisdiction only:

- (a) that provision shall be read down if possible so that it is no longer illegal, unenforceable or void in that jurisdiction; and
- (b) if it is not possible to read down that provision, it shall be severed from the remaining provisions of this Agreement, with respect to that jurisdiction only.

12.6 No act or omission by a party shall constitute a waiver of any of its rights under this Agreement, other than an express waiver of those rights in writing signed by the party to be bound.

12.7 This Agreement may be signed in multiple copies, all of which shall constitute a single Agreement and each of which shall be deemed to be an original.

13. AUTHORITY TO EXECUTE

13.1 Each of the parties warrants its power to enter into this Agreement.

13.2 Any individual executing this Agreement on behalf of a party warrants that he or she has been fully empowered to execute this Agreement and that all necessary action to authorise execution of this Agreement has been taken.

EXECUTED AS AN AGREEMENT

EXECUTED ON BEHALF OF HOMEWORKER CODE COMMITTEE INCORPORATED by

..... (Co-ordinator)

(Name)

.....

(Signature)

.....

(Date)

EXECUTED ON BEHALF OF THE LICENSEE BY

.....(Director / Secretary / Sole Director and Secretary)
(Name)

.....
Signature

.....
(Date)

.....(Director)
(Name)

.....
Signature

.....
(Date)

SCHEDULE

Item 1: **Date of Agreement**
(clause 1.11)

Item 2: **The Licensee**

Name:

ABN:

Address:

Fax:

Item 3: **The Licensed Trade Marks**
(Recital D)

Item 4: **Accredited Goods and Services**
(Recital D)

Item 5: **Applicable Parts of This Agreement**
(Clause 1.12)

Item 6: **Authorised Form of Licensed Trade Mark**
(Clause 6.1)

ATTACHMENT "A"

ACCREDITATION MARKS

Trade Mark

No.

Goods & Services



887980

Class 24: General textile products
Class 25: Clothing and footwear



1338510

Class 24: Textiles and textile goods
Class 25: Clothing, footwear and headgear
Class 35: Retail of clothing, textiles and footwear

ATTACHMENT "B"
GUIDELINES