




**Australian
Competition &
Consumer
Commission**

**Final assessment of Certification Trade Mark applications
1483503, 1483504, 1483505, 1483506, 1483507, 1483508, 1483509
lodged by the Australasian Furnishing Research & Development Institute**

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) applications.

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

- (a) the approved certifiers demonstrate the attributes necessary to competently certify the goods and/or services 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 *Competition and Consumer Act 2010* (the CCA) and the principles relating to unconscionable conduct (Part 2-2), unfair practices (Part 3-1), and safety of consumer goods and product related services (Part 3-3) in Schedule 2 (Australian Consumer Law) of the CCA.

Signed.....  (Deputy Chair)

Date..... 28 April 2016



Our ref:
Your ref:
Contact officer: Joanne Palisi
Contact phone: 02 6243 1323

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28/04/2016

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

By email: fep@ipaaustralia.gov.au

Dear Registrar

Certification Trade Mark Application Nos. 1483503, 1483504, 1483505, 1483506, 1483507, 1483508, 1483509 – Australasian Furnishing Research and Development Institute (ARFDI)

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) Nos. 1483503, 1483504, 1483505, 1483506, 1483507, 1483508 and 1483509.

A certificate detailing the ACCC's assessment and a certified copy of the rules are attached. The applicant has been notified.

If you have any queries about this matter, please contact me on 02 6243 1323.

Yours sincerely

Joanne Palisi
Director
Merger and Authorisation Review Division

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



28 April 2016

Commissioner

Date

AFRDI PRODUCT CERTIFICATION SCHEMES

Introduction

AFRDI, which is the Australasian Furnishing Research & Development Institute Limited (trading as Furntech and also known as AFRDI and Furntech-AFRDI) is an independent not-for-profit technical organisation, serving buyers and sellers of furniture, operating a system of quality and performance certification for furniture, related manufactured products and components and materials through a range of product certification schemes (AFRDI Product Certification Scheme).

Under these schemes Furntech certifies products based on certain regional, national, international and AFRDI standards. These, and any additional requirements, are known as the Certification Criteria. Details of the Certification Criteria and the particular scheme and products to which they relate are set out in AFRDI documents identified in Appendix 1 to the Rules (see below).

Suppliers of products certified by Furntech under these schemes are licensed by Furntech (pursuant to a licence agreement between the supplier and Furntech) to promote those products as Furntech or AFRDI certified products typically by inclusion in lists of certified product as published on Furntech's website and by use of certain Furntech or AFRDI certification trademarks on swing tags, brochures and in advertising.

The terms and conditions of the AFRDI product certification schemes are set out in the Rules and Certification Agreement which follow.

Rules

1. An application for certification under an AFRDI Product Certification Scheme may be made by any supplier of furniture or furniture components, typically to the Australian or New Zealand market, but not excluding markets beyond.
2. Furntech shall not certify (nor issue a licence to) any applicant who does not satisfy Furntech that it is of good repute and good financial standing. Furntech may conduct due diligence by way of marketplace enquiries to establish the bona fides of a client.
3. An applicant for certification must:
 - a) provide Furntech with samples of goods sought to be certified for the purpose of testing and/or evaluation by Furntech,
 - b) pay to Furntech a sum to perform the testing and/or evaluation described above,
 - c) pay to Furntech a licence fee for certification, and
 - d) satisfy any other certification conditions, which Furntech may from time to time prescribe.
4. Furntech shall prescribe appropriate technical or other standards or specifications of performance, safety, and quality which it requires to be met for particular products and product categories to gain certification (the "Certification Criteria"). Furntech shall provide upon request a copy of the Certification Criteria as applicable at the time of request to the Registrar of Trade Marks.

5. In the event that Furntech determines to its satisfaction that one or more products of an applicant for certification meet the Certification Criteria, Furntech shall agree to license the supplier in accordance with a certification agreement, as set out in Appendix 2 to these Rules (the "Certification Agreement"). For the duration of the Certification Agreement the supplier shall be a Certified User.
6. The form of the Certification Agreement set out in Appendix 2 may be amended by Furntech as it deems fit.
7. Furntech may amend or alter the Certification Criteria as it deems fit. In the event of any amendment or alteration of the Certification Criteria:
 - a) Furntech shall, at its discretion, publish on its website notice of any amendment or alteration to the Certification Criteria and shall where it considers it appropriate, notify Certified Users of such amendments or alterations;
 - b) The Certification Criteria as amended shall apply to all products for which certification is sought, or renewed;
 - c) For existing certified products Furntech shall determine whether the existing product is required to be retested or re-evaluated in the light of the amendments or alterations to the Certification Criteria, and in those cases where Furntech considers such retesting or re-evaluation is required, shall notify the Certified User, and upon receiving such notification the Certified User shall provide Furntech with such product samples for retesting and/or re-evaluation as required by Furntech.
8. Furntech shall establish and maintain a register containing:
 - a) the name and address of all Certified Users;
 - b) the date of registration and number allotted to each Certified User; and
 - c) such other particulars as Furntech considers necessary or desirable.

The Register of Certified Users may be inspected by an appropriate person at the premises of Furntech during normal business hours.
9. Furntech shall keep at its principal office a copy of:
 - a) these Rules; and
 - b) the Certification Criteria, including any amendments.
10. In the event of a dispute between Furntech and an applicant for certification the dispute is to be referred to a third party acceptable to both Furntech and the applicant. In the event that Furntech and the applicant cannot agree to a mutually acceptable arbitrator, an arbitrator shall be appointed by the President of the Institute of Arbitrators and Mediators Australia.

Appendix 1**AFRDI Product Certification Criteria**

Subject Matter	AFRDI Document Reference	Applicable Product Certification Scheme
Plastic Monobloc Chairs	0006P-1	Blue tick
Height Adjustable Office Chairs	0006P-2	Blue tick
Tables and Storage -- School and Educational Furniture	0006P-4	Blue tick
Chairs -- School and Educational Furniture	0006P-5	Blue tick
Storage Units	0006P-6	Blue tick
Office Swivel Chairs -- Rated Load	0006P-7	Blue tick
Non-domestic Tables	0006P-8	Blue tick
Non-domestic Lounges	0006P-9	Blue tick
Fixed Height Chairs	0006P-10	Blue tick
Multiple Seating	0006P-11	Blue tick
Fixed Height Chairs -- Rated Load	0006P-12	Blue tick
Leather	0006P-3	Leather
Green tick	0006P-13	Green tick
Bunks, Cots and other products covered by Consumer Protection Notices	0006P-14	Orange tick

DATED

**AUSTRALASIAN FURNISHING
RESEARCH AND
DEVELOPMENT INSTITUTE
LIMITED**

and

XXXXXX

**PRODUCT CERTIFICATION
AGREEMENT -
NO. Axxx**

This agreement is made on the date set out in Schedule 1 between the AUSTRALASIAN FURNISHING RESEARCH & DEVELOPMENT INSTITUTE LIMITED ("AFRDI"), which is a company limited by guarantee incorporated in Tasmania having its office at Newnham Drive, Newnham, Tasmania 7248, and which in this agreement is called "Furtech" and "the User" named in Schedule 2.

WHEREAS:

- A. Furtech is the owner in Australia and New Zealand of the trade marks set out in Schedule 3, collectively the AFRDI Trade Marks, which have been, are now, or will in future be, used by Furtech and/or by persons approved by Furtech in Australia, New Zealand and beyond to advertise and promote certain items of furniture or furniture components as having been certified by Furtech.
- B. The User supplies furniture or furniture components as listed in Schedule 4, which products meet certain standards of performance, safety and quality as prescribed by Furtech ("Certification Criteria") and wishes to advertise those goods for sale or to promote and sell those goods in association with one or more of the AFRDI Trade Marks.
- C. Furtech is willing to grant the User a licence to use the AFRDI Trade Marks upon the terms set out in this agreement.

IT IS AGREED THAT:

Use of the AFRDI Trade Marks

1. Subject to this agreement, upon the User paying to Furtech the payment(s) specified and the product(s) having been successfully tested and/or evaluated, Furtech grants to the User a licence to use one or more of the AFRDI Trade Marks and in the colours as prescribed by Furtech.
2. The User may use the particular AFRDI Trade Mark or Marks only on or in relation to the particular certified product ("Authorised Product") in the particular colour or colours ("Authorised Colour") and for the particular period ("Authorised Period") as set out in Schedule 4 for that product.
3. During the relevant Authorised Period, all Authorised Products produced or sold by the User shall at all times:
 - a) conform to the Certification Criteria existing at the time of the original certification; or

- b) In the event that the Certification Criteria are amended or altered by Furntech during the Authorised Period, conform to the Certification Criteria as amended, as advised by Furntech.
4. In the event that the User wishes to have products certified in addition to those listed in Schedule 4, the User shall provide Furntech with sufficient representative samples of the product for testing and/or evaluation by Furntech.
 5. The User shall be liable for additional charges incurred in testing and/or evaluating product provided by the User pursuant to clause 4 herein.
 6. Subject to this agreement, in the event that further product tested and/or evaluated meets the current and applicable Certification Criteria of Furntech, that product is to be added to Schedule 4 as certified product.
 7. The User shall use the AFRDI Trade Marks only in a manner as authorised by Furntech.

Duration of Agreement

8. Unless otherwise terminated, this agreement shall remain in force for the period indicated in Schedule 4 after which it may be renewed in accordance with current and applicable Certification Criteria.

Transfer of Licence

9. The licence provided by this agreement is not transferable to any other person or company without the written permission of Furntech, which permission shall not be unreasonably withheld in the event of a proposed transfer to a reputable, responsible and solvent assignee, which assignee otherwise satisfies the applicable Certification Criteria.

Requirement to Notify Changes in Products

10. If the materials or methods of manufacture of any of the products listed in Schedule 4 change from those certified by Furntech in each instance the User shall advise Furntech of the change(s) prior to the first sale of the changed product (including reasonable allowance for any time that may be required to evaluate these changes in terms of the Certification Criteria) and if required by Furntech, pursuant to clause 4 above, shall submit a sample or samples (as determined by Furntech) of the changed product to Furntech for assessment and/or retesting.

Samples for Quality Monitoring

11. Upon request by Furntech the User shall supply to Furntech up to five samples per year of each of the products listed in Schedule 4, for testing and evaluation. If requested by Furntech such samples are to include or consist of particular individual specimens from the User's stock, including that displayed for sale, as may be selected by Furntech.

12. Where Furntech forms a view, on reasonable grounds, that any of the products listed in Schedule 4 do not comply with those previously tested and/or evaluated and certified by Furntech, the User shall supply to Furntech upon request a further sample or samples of such products for testing and/or evaluation by Furntech.
13. In the event that products supplied to Furntech pursuant to any of clauses 10, 11 or 12 herein are tested by Furntech and found not to comply with those previously tested and/or evaluated and certified, Furntech may suspend, restrict or revoke the licence to use the trade marks in respect of any or all of the products listed in Schedule 4.

Complaints Register

14. The User agrees to maintain a register of complaints from consumers arising from the sale of products listed in Schedule 4 and to provide copies of the register and of records of complaints and any action taken to Furntech within 30 days of receiving a written request from Furntech.

Improper Use of Logos by Others

15. In the event that Furntech becomes aware of any instance of improper use of the AFRDI Trade Marks, whether through notification by a User or otherwise, Furntech shall investigate and take whatever action in respect of that use, as it considers appropriate. The User is advised to consult the Furntech web page www.furntech.org.au for practical details pertaining to Trade Mark use.

Product Liability Insurance Cover

16. The User shall maintain a product liability insurance policy covering all of the products in Schedule 4. Such product liability insurance policy shall be with a reputable insurance company with the conditions and amount of such cover to be in line with normal industry practice. Upon request by Furntech, the User shall provide details of its product liability insurance policy to Furntech.

Breaches of Agreement by User

17. In the event that:
 - a) It appears to Furntech that the use of the AFRDI Trade Marks by the User or by authorised agents of the User may mislead purchasers or intending purchasers;
 - (i) that products not included in Schedule 4 are endorsed or certified by Furntech; or
 - (ii) as to the nature of Furntech's endorsement of products listed in Schedule 4;

- b) the User fails to submit products already in Schedule 4 for reassessment as required by this agreement within 30 days of a written request by Furntech to so do;
- c) products purporting to answer the description of those listed in Schedule 4 are found by Furntech to be different from the samples originally submitted for testing or are tested by Furntech and found not to comply with the Certification Criteria applicable at the time of certification;
- d) the User fails to pay the required fees within 60 days of becoming due;
- e) it appears to Furntech that the User is no longer of good repute;
- f) the User becomes bankrupt, is made the subject of winding up proceedings or it appears to Furntech that the User is no longer of good financial standing;
- g) the User is otherwise in breach of this agreement;

Furntech may suspend, restrict or revoke the licence to use the trade marks in respect of any or all of the products listed in Schedule 4.

18. In the event that Furntech considers any of the grounds (a) to (g) of clause 18 herein apply and that the suspension, restriction or revocation of the licence provided by this Agreement may be warranted, Furntech shall first notify the User of its concerns, setting out details of the ground or grounds which it considers may apply and allow the User at least 14 days from receipt of that notice to respond.

Where Use of Certification Marks are Restricted or Terminated

19. Any restriction to the licence to use the AFRDI Trade Marks, made pursuant to clause 17 herein is to be notified in writing to the User and is, from the date of receipt by the User, deemed to be part of this agreement.
20. In the event that Furntech imposes suspension, revocation or restrictions on the use of the AFRDI Trade Marks pursuant to this agreement, the User shall upon request withdraw from use any promotional material in which the AFRDI Trade Marks appear. The User shall, upon request, deliver to Furntech all written promotional material in which the AFRDI Trade Marks appear.
21. Upon termination of this agreement or the removal of products from Schedule 4 the User shall upon request withdraw from use any promotional material in which the AFRDI Trade Marks appear. The User shall, upon request, deliver to Furntech all written promotional material in which the AFRDI Trade Marks appear.

Notices

22. Any notice or other communication by Furntech given or made under this agreement shall be deemed to be duly given or made if posted, e-mailed or

faxed to the User at the address of the User shown in Schedule 2 or as subsequently notified by the User to Furntech.

Disputes

23. In the event of a dispute between Furntech and the User the dispute is to be referred to a third party acceptable to both Furntech and the User. In the event that Furntech and the User cannot agree to a mutually acceptable arbitrator, an arbitrator shall be appointed by the President of the Institute of Arbitrators and Mediators Australia.

SCHEDULE 1 Data

SCHEDULE 2 Name and Address of User

SCHEDULE 3 List of AFRDI Trade Marks

Trade Mark	Applicable Australian or New Zealand Trademark number (if any)
	Australian Trade Mark Application 1483503 New Zealand Trade Mark Registration 958501
	Australian Trade Mark Application 1483504 New Zealand Trade Mark Registration 958502
	Australian Trade Mark Application 1483505
	Australian Trade Mark Application 1483506

Trade Mark	Applicable Australian or New Zealand Trademark number (if any)
 <p data-bbox="354 583 456 653">Green Tick Product Certification</p>	<p data-bbox="516 415 997 447">Australian Trade Mark Application 1483507</p> <p data-bbox="516 491 1019 522">New Zealand Trade Mark Application 956506</p>
	<p data-bbox="516 674 997 705">Australian Trade Mark Registration 535812</p> <p data-bbox="516 722 1045 753">New Zealand Trade Mark Application 99890059</p> <p data-bbox="516 798 997 829">Australian Trade Mark Registration 839361</p>
	<p data-bbox="516 919 997 951">Australian Trade Mark Application 1483508</p> <p data-bbox="516 995 1029 1026">New Zealand Trade Mark Registration 956511</p>
	<p data-bbox="516 1144 997 1176">Australian Trade Mark Application 1483509</p> <p data-bbox="516 1220 1029 1251">New Zealand Trade Mark Registration 956512</p>

SCHEDULE 4 List of Certified Products

Type	Model Name/ Number	Based on Standard	Test Level	Certificate Number	Start Date of Certification	Expiry Date of Certification	Trade Mark	Colour
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IN WITNESS whereof the parties have executed this agreement.

SIGNED for and on behalf of
Australasian Furnishing Research
and Development Institute Limited

.....

SIGNED for and on behalf of

.....

From: [Palisi, Joanne](#)
To: [FEP](#)
Subject: Final Assessment - CTMs by AFRDI Furntech [SEC=UNCLASSIFIED]
Date: Thursday, 28 April 2016 11:08:50 AM
Attachments: [CTM #1483503, 1483504, 1483505, 1483506, 1483507, 1483508, 1483509 - Australasian Furnishing Research and Developme](#)
[CTM #1483503, 1483504, 1483505, 1483506, 1483507, 1483508, 1483509 - Australasian Furnishing Research and Developme](#)
[CTM Nos 1483503, 1483504, 1483505, 1483506, 1483507, 148 =Windows-1252Q3508, 1483509 =96 AFR](#)

Dear Registrar please find attached documents relevant to the ACCC's assessment of the AFRDI and Furntech CTMs.

Regards
Joanne

Joanne Palisi
Director | Coordination & Strategy
Merger & Authorisation Review
Australian Competition & Consumer Commission
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