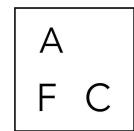


AUSTRALIAN FASHION BRAND CERTIFICATION TRADE MARK RULES



MAARA COLLECTIVE



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1. Background and purpose

The Australian Fashion Certification Trade Mark (**AF CTM**) has been established to enable the Australian fashion industry to communicate its unique and progressive credentials and act as a helpful shopping aid to consumers around the world. The AF CTM has been created to become a unifying platform that strengthens and advances the reputation of Australian fashion both at home and abroad, creating jobs and delivering economic prosperity. This is achieved through a strict certification process.

The Company owns the AF CTM set out in **Schedule A**.

The AF CTM builds public trust and recognition and provides Australian consumers with confidence that goods displaying the AF CTM meet the standards and requirements of these Australian Fashion Certification Trade Mark Rules (the **Rules**).

The AF CTM does not represent strictly Australian made products, but products created by Australian brands, therefore marketing and communications must not indicate that products are made in Australia if they are not. Any products that claim to be Australian made must adhere to applicable ACCC guidelines and Australian Consumer Laws.

The Trade Marks Act sets out and protects the rights provided by Certification Trade Mark (**CTM**) registration. Registration provides CTM owners with the exclusive right to use the CTM. Under the Trade Marks Act, the ACCC must be satisfied that certain criteria are met before CTMs can be registered. The ACCC is satisfied these criteria are met for registration of the AF CTM.

The Registrar of Trade Marks administers the Trade Marks Act. The Registrar is an officer of IP Australia, the Australian Government agency that administers Australia's intellectual property system for patents, trade marks and designs. The Company has filed a copy of the Rules with the Australian Trade Marks Office in accordance with s.173 of the Trade Marks Act.

2. Definitions and interpretation

2.1 In the Rules, the following definitions apply, unless the context otherwise requires:

ACCC means the Australian Competition and Consumer Commission.

AF CTM means Australian Fashion Certification Trade Mark.

Applicant means fashion & textile businesses (including their employees and agents) wishing to obtain certification to use the AF CTM for a fashion brand they own.

Australian Made means at least 50% of the goods of the brand the Applicant is seeking certification for undergo their last substantial transformation in Australia pursuant to s 255(2) of *the Competition and Consumer Act 2010*. Goods are substantially transformed in a country if:

- (a) the country was the country of origin of each significant ingredient or significant component of the goods;
- (b) all, or virtually all, processes involved in the production or manufacture of the goods happened in that country; or

- (c) as a result of one or more processes undertaken in that country, the goods are fundamentally different in identity, nature or essential character from all of their ingredients or components that were imported into that country.

Australian Majority Employees means at least 75% of employees are based in Australia, where any employee is involved in any aspect of working to create the final product.

Australian Owned means at least 75% Australian ownership, including in aggregate, the ultimate individual owner/s and/or beneficiaries of any trust or any holding companies.

Australian Tax Domiciled means Australia remains an Applicant's primary tax domicile, meaning that the majority tax on their brand is paid in Australia.

Brand Guidelines means the guidelines published by the Company from time to time available at www.australianfashion.org.

Brand Materials has the meaning given to that term in clause 8.1.

Certified Brand means a brand operated by an Applicant that has been granted a Licence to use the AF CTM by a Certification Administrator.

CTM has the meaning given to that term in part 1.

Certification Administrator means a person authorised by the Company to assess and certify that an Applicant meets the eligibility criteria set out in Rules [2.2\(d\)3](#) to 6.

Certification Period means a period ending 2 years after the date of initial certification or renewal of certification.

Company means Australian Fashion Council Ltd ABN 57 167 225 774.

Decision means a decision made by the Company regarding whether an Applicant should be granted a Licence after review of an application for a Licence, in accordance with Rule [2.2\(d\)3](#).

Determination has the meaning given to that term in Rule 10.3(c).

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

Licence means a non-exclusive right permitting a Certified Brand to use the AF CTM in accordance with these Rules.

Licensed Business means a business that is the owner of a Certified Brand.

Licence Fee Period means a period ending 12 months after the date the annual licence fee was paid in accordance with Rule 4.

Modern Slavery Statement has the meaning given to that term in section 12 of the *Modern Slavery Act 2018* (Cth).

Notice means a notice in English and delivered by prepaid post or email. A Notice delivered by prepaid post is taken to be received 5 business days from the date of posting or, if from a place outside Australia, 14 business days from the date of posting. A Notice delivered by email is said to be received on the day the email was sent. A Notice sent on a non-business day or after 5.00pm on a business day or is taken to be received on the next business day.

Request has the meaning given to that term in Rule 10.1.

Rules has the meaning given to that term in in part 1.

Trade Marks Act means *the Trade Marks Act 1995* (Cth).

Website means the Company's website found at www.australianfashion.org.

2.2 In these Rules, unless context otherwise requires:

- (a) words in singular in the plural and vice versa;
- (b) where a word has been defined, other parts of speech and grammatical forms of that word or phrase have corresponding definitions;
- (c) a reference to using the AF CTM on a product is deemed a reference to displaying the AF CTM on the product itself, or on any packaging use for its delivery, or on any collateral associated with the advertising of the Product; and
- (d) a reference to a schedule is a reference to a schedule of the Rules.

3. Certification

3.1 Applicants wishing to obtain Certification for a brand will be required to apply via an application, the form of which will be notified to Applicants from time to time. Initially applications will be made via an online form on the Website. The Company set out the requirements and documents that will need to be submitted to qualify for Certification.

3.2 All brands must be producers of clothing, accessories and footwear (both physical and digital).

3.3 A Licensed Business may only use the AF CTM in association with the Certified Brand's products. Certified Brands must meet **at least two** of the following compliance tests. Its brand must:

- (a) be **Australian Made** - proof to be provided by submitting a written statutory declaration signed by a company director;
- (b) be **Australian Owned** - proof to be provided by company deed or other documentation outlining the primary country of residence of shareholders;
- (c) have **Australian Majority Employees** - proof to be provided by submitting a statutory declaration signed by a company director, annexing an organisational chart outlining job roles by country or list of job roles by country; and/or
- (d) be **Australian Tax Domiciled** - proof to be provided via company tax documentation (confidential financial figures may be redacted) or via a signed statutory declaration by an authorised third party (accountant or auditor) stating that tax was primarily paid in Australia.

3.4 An Applicant must:

Authentic Australian Design

- (a) ensure its brand's design, development and R&D functions are headquartered in Australia;
- (b) commit to original and authentic design to maintain the integrity and aspirational positioning of the its brand, or contribute to its foundation as a heritage Australian brand;
- (c) avoid cultural misappropriation in the design process of any culture, including First Nations, and abide by the Protocols For Using First Nations Cultural And Intellectual Property In The Arts;
- (d) educate its organisation on the above commitments;

AF CTM Brand Alignment

- (e) reflect and celebrate the Australian Fashion CTM brand attributes and values as listed on the AF CTM website. Brand attributes include: Effortless Style; Raw Nature; Boundless Optimism; and Fearless Innovators. Values include: Collaborative Community; Generosity; Commitment to People and Planet; Honest Quality; Diversity and Cultural Integrity;
- (f) position its brand with a premium profile by committing to elevated creativity, and quality materials and make;
- (g) contribute both creatively and economically to the reputation of the AF CTM by holding an established profile as a design-led business with at least one year's market presence or by having an established standing as a heritage Australian brand.

Environmental Commitment

- (h) have a transparent environmental impact strategy published on its brand's website, or within nine months of certification if certified before December 2022. The Applicant's brand's environmental impact strategy should include:
 - (i) current status and future goals;
 - (ii) commitment to environmentally responsible decision-making across its operations;
 - (iii) environmental impacts that the Applicant's brand is encouraged understand and work towards include, but are not limited to:
 - (A) *Responsible Consumption and Production* including operating models that emphasise premium quality and longevity, discourage over-production and embrace product stewardship and circularity (UN SDG 12);
 - (B) pollution of waterways and impacts on *Clean Water & Sanitation* (UN SDG 6);
 - (C) impacts of waste and microplastics on *Life Below Water* (UN SDG 14);

- (D) impacts related to *Life On Land* including deforestation, land degradation and biodiversity loss (UN SDG 15); and
- (E) and impacts of business operations on carbon emissions and climate change via *Climate Action* (UN SDG 13);

(i) educate its organisation on the above commitments;

Social Commitment

(j) have a transparent social impact strategy with its brand's policies articulated live on the brand website, or within nine months of certification if certified before December 2022. The Applicant's brand's social impact strategy should include:

- (i) current status and future goals;
- (ii) commitment to socially responsible decision-making across its operations;
- (iii) social impacts to be considered include, but are not limited to:
 - (A) good governance that enables sound, inclusive and representative decision-making at all business levels, along with ethical policy implementation leading to *Peace, Justice and Strong Institutions* (UN SDG 16);
 - (B) practices that enable productive employment, fair work for all and social protection throughout the supply chain via *Decent Work and Economic Growth policies* (UN SDG 8);
 - (C) a commitment to diversity and inclusivity across hiring and professional development practices. To not discriminate on the grounds of age, gender, sexual orientation, disability, ethnicity, immigration background, low-income status or any other status that may qualify an individual as being part of a previously excluded population, working towards *Gender Equality* and *Reduced Inequality* (UN SDG 5 and SDG 10);
 - (D) practices delivering safe and healthy workplaces and ensuring access to quality health services and information for workers wherever such services are not available as part of universal healthcare creating *Good Health and Wellbeing* outcomes (UN SDG 3); and
 - (E) practices upholding high standards of *Customer Stewardship* through honest, diverse and inclusive marketing, and through ethical data management and privacy policies;

(k) educate its organisation on the above commitments; and

Enterprise sized businesses

(l) for enterprise sized businesses (over \$100 million in revenue):

- (i) implement a 'Reconciliation Action Plan' within three years of certification to ensure First Nations people are considered within the business strategy; and
- (ii) publish a Modern Slavery Statement.

4. Annual Licence Fee Structure and Certification Renewal

- 4.1 A Licence is granted for a period of 2 years. This applies to both initial certification and recertification.
- 4.2 The Licence Fee is paid annually and the Licensed Business must pay the Licence Fee each year on the renewal date within the 2 year licensing period. Details of the annual Licence fee are set out on the Website. AFC members must pay the discounted 2 year bundle fee in the first year.
- 4.3 The Company may prescribe other fees or an amendment to the Licence Fees on notice from time to time.
- 4.4 Where the Licensed Business does not agree to any amendments to the Licence Fees the Licensed Business may terminate in accordance with Rules 12.5 - 12.6(b) and will cease being a Licensed Business without incurring additional fees.
- 4.5 Upon renewal of a Licence and payment of the annual Licence Fee, a Licensed Business must provide the following to the Company regarding the Certified Brand:
 - (a) where there have been changes to their business or organisation, evidence in accordance with Rule [2.2\(d\)3](#) and Schedule B; or
 - (b) where there have been no changes to their business or organisation, a declaration executed by an authorised representative of the Licensed Business stating that there have been no changes to the business or organisation.
- 4.6 Where a Licensed Business has undergone changes during the 2 year certification period and no longer meets the qualifying criteria for the licence, it is expected to self-report to the Company as soon as those changes are known so as to terminate the Licence.

5. Certification Administration Process

- 5.1 An Applicant can apply to become a Certified Brand by completing the application form on the Website.
- 5.2 The Company will appoint a Certification Administrator who will act as an approved certifier in the review and certification of brands. The Company may also appoint an operations manager to oversee and manage the work of the Certification Administrator.
- 5.3 Each application will be processed by the Certification Administrator, who will:
 - (a) check the online submission for completeness;
 - (b) request documentation from the Applicant as required to ensure it meets the required criteria;
 - (c) offer a meeting with the Applicant to ensure it understands the requirements of these Rules and to allow the Applicant to ask all other questions for clarity; and

- (d) ensure each Applicant understands how it can get the most value from the AF CTM, i.e. the various ways the AF CTM can be used to create value for the organisation, etc.

5.4 In some cases, the Certification Administrator will point the Applicant towards resources for the cultural, design, environmental and social requirements. This may be of need particularly to small businesses who may lack the resources of larger organisations.

5.5 The Applicant must agree to these Rules and pay their annual Licence fee.

5.6 The Certification Administrator will provide the AF CTM implementation and brand guidelines to the Licensed Business for the Certified Brand.

5.7 The Administrator will check on application, or at 9 months, that the Licensed Business has published the necessary documentation and statements on the company website for the Certified Brand.

5.8 Upon the annual renewal date of the AF CTM the following activities will take place:

- (a) an email is sent to each AF CTM Licensed Business to remind them of the upcoming renewal; and
- (b) as per Rule 4, as part of the renewal process, the Licensed Business will be asked to self-report if any of the qualifying criteria have changed in their business for the Certified Brand since the initial application e.g.:
 - (i) a change of ownership in the business to majority foreign ownership;
 - (ii) international markets becoming larger than domestic markets; and/or
 - (iii) the design process being moved offshore.

5.9 The AF CTM Licensed Business would be asked to sign a written statement that there are no substantial changes in the business's makeup that would no longer have the Certified Brand qualify for the AF CTM.

5.10 The Administrator will check that the Licensed Business has published the necessary documentation and statements on their website.

5.11 Where an Applicant does not meet the eligibility criteria to qualify for Certification or comply with the Conduct requirements in Rule [Error! Reference source not found.4](#), the Application will be rejected.

5.12 In instances where an application is rejected, an Applicant may request a review of the Decision in accordance with Rule 10.

6. AF CTM Usage Obligations

6.1 The AF CTM can only be used in association with the products of the Certified Brand, and which meet the criteria set out in the Australian Consumer Law. It may not be applied to other products sold by the Licensed Business that sit under an unrelated brand name.

- 6.2 The Certification Trade Mark must always be used with the descriptor, 'Australian Fashion'. This applies to use both in Australia and in export markets, unless specified by the Company.
- 6.3 Every Applicant should establish systems and policies to effectively meet its obligations and ensure that its employees and agents know their responsibilities in relation to the use of the AF CTM.
- 6.4 Applicants will ensure employees and agents understand the qualifying criteria and intent of the certification, and will refrain from implying that the AF CTM infers that goods produced by the certified brand are Australian made, when this is not the intention of the trademark. Applicants whose goods are Australian made and wish to communicate this must make this claim separately and must comply with consumer laws with regard to 'Australian Made' products and other claims.
- 6.5 An authorised user of the AF CTM is not permitted to alter the design of the AF CTM under any circumstance.
- 6.6 The AF CTM must be used in accordance with Brand Guidelines published by the Company from time to time. If the form of the AF CTM is altered by the Company, then users may be required to use only the modified version of the AF CTM.
- 6.7 Every Licensed Business acknowledges that:
- (a) the Company is the registered owner of the AF CTM and holder of the exclusive rights conferred upon it by the Trade Marks Act; and
 - (b) a Licensed Business has no right, title, or interest in the AF CTM other than the rights granted for the Certified Brand. An approved user who becomes aware of a potential infringement of the AF CTM should report the matter to the Company.
- 6.8 The Applicant must set out a list of product categories for goods that the Applicant wishes to promote with the AFC CTM in its application. Upon acceptance of an application, the Company retains the list of product categories on file. In circumstances where a Licensed Business wishes to amend the product category list, it must notify the Company in writing or via the online portal (if available).

7. Conduct

- 7.1 The Applicant acknowledges and agrees it has read and understood Rules 4.1 – 4.6.
- 7.2 The Applicant pledges to strengthen and advance the reputation of Australian fashion both at home and abroad.
- 7.3 The Applicant recognises that the AF CTM builds public trust and recognition, allowing consumers to trust the goods or services displaying it.
- 7.4 The Applicant pledges to uphold the commitments set out in clause 3.4 being the:
- (a) Authentic Australian Design;
 - (b) AF CTM Brand Alignment;
 - (c) Environmental Impact Commitment; and

(d) Social Impact Commitment,

evidence supporting these commitments are to be submitted based on Schedule B.

8. Intellectual Property

8.1 Each Licensed Business grants to the Company a non-exclusive, worldwide, royalty free, irrevocable, sub-licensable licence to use the brand's trade marks, logos and other materials that the Licensed Business provides to the Company for the purposes of promoting the AF CTM and/or Australian fashion (**Brand Materials**).

8.2 Each Licensed Business indemnifies the Company against any loss or expense arising out of or in connection with any claim by a third party that the Company's use of the Brand Materials infringes the Intellectual Property Rights of any third party.

9. Amendment and Review

9.1 The Company may vary these Rules from time to time by applying to the Registrar of Trade Marks, pursuant to s.178 of the Trade Marks Act.

9.2 Where the Company varies the Rules, the Company will inform each Licensed Business, setting out the variation in the form of a Notice.

10. Review of Decisions and mediation

10.1 In instances where an application is rejected, an Applicant may request, at their cost, an independent review of the Decision (a **Request**).

10.2 A Request must:

- (a) be in writing to the Company;
- (b) be received by the Company within 21 days of receipt of the Decision by the Applicant; and
- (c) include all grounds and associated evidence on which the review is sought.

10.3 Within 30 days of receipt of a Request, the Company must:

- (a) consider the Request;
- (b) make a determination as to whether the Decision should be maintained, or be changed pursuant to the Request; and
- (c) report the determination and the reason for the determination to the Applicant in writing,

(Determination).

10.4 The Company may appoint another person to assist in reviewing the Decision and making a Determination.

10.5 Where a Determination made in accordance with Rule 10.3 reverses a Decision of the Company, an Applicant may be granted Certification.

- 10.6 Where a Determination made in accordance with Rule 10.3 maintains a Decision of the Company, an Applicant may elect to have the decision resolved by way of mediation in accordance with Rule 10.7 and the Applicant will bear the cost of any mediation.
- 10.7 Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved by mediation in accordance with the ACICA Mediation Rules. The mediation shall take place in Sydney, Australia and be administered by the Australian Centre for International Commercial Arbitration (**ACICA**). If the dispute has not been settled pursuant to the said Rules within 60 days following the written invitation to mediate or within such other period as the parties may agree in writing, the dispute shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one
- 10.8 In the case certification is terminated for non-compliance with any of the rules set out by the Company in relation to use of the AF CTM or other qualifying criteria, the previously authorised Licensed Business will have the right to appeal the decision. The Company will appoint an independent mediator to review the decision. All costs related to an appeal shall be borne by the Applicant.

11. Misuse of AF CTM or failure to comply with conduct requirements

- 11.1 A Licensed Business may be required, from time to time, to permit the Company to undertake an audit to determine the compliance of that Licensed Business with these Rules.
- 11.2 The Company shall conduct an annual compliance audit of a sample of Licensed Businesses selected at random from its Licensed Business register.
- 11.3 Misuse of the AF CTM, by an authorised Licensed Business or unauthorised user, is a serious matter which could undermine the integrity and reputation of the AF CTM in the eyes of certified brands and consumers. Consumers are key stakeholders in the AF CTM and associated campaigns, and therefore must feel reassured that the AF CTM is being used in a manner that complies with the Rules.
- 11.4 Consumers can make complaints through the 'contact us' page of the Website or AF CTM website. The Company will investigate every complaint received, and to keep all parties to each complaint informed as to its progress and outcome.
- 11.5 The rules and conditions provided at Rules 11.8 - 11.18 of this Code establish a complaints process that applies to the AF CTM and to every Licensed Business.
- 11.6 The process includes a compliance investigation phase, an appeals mechanism involving assessment of the complaint by the Company and the possible initiation of an independent compliance audit to determine compliance with the rules and conditions.
- 11.7 All complaints, investigations and outcomes will be recorded by the Company in a complaints log and held for a 2 year period.
- 11.8 Where the Company receives a complaint about the use of the AF CTM by a Licensed Business, the Company will:

- (a) write to the complainant, in the form of a Notice, to acknowledge receipt of the complaint;
- (b) advise the Licensed Business, in the form of a Notice, that a complaint has been received and include details of the complaint; and
- (c) initiate a compliance investigation within 14 days of receipt of the complaint by the Company.

11.9 Where a compliance investigation is initiated:

- (a) the Licensed Business has 14 days to respond to the Notice and provide evidence of:
 - (i) current details of their business;
 - (ii) how the AF CTM is being used;
 - (iii) the products or services the AF CTM is being used for;
 - (iv) the employee or agent using the AF CTM; and
 - (v) any other information demonstrating the Licensed Business use of the AF CTM;
- (b) the Company will review the evidence and determine whether the complaint is valid; and
- (c) the Licensed Business may be required to undergo an independent compliance audit, conducted according to the Rules, at the discretion of the Company.

11.10 Where the compliance investigation determines that the complaint is:

- (a) invalid, there will be no further action; or
- (b) valid and the Licensed Business is in breach of the Rules, the Company may take further action.

11.11 The Company will inform the Licensed Business of the outcome of the compliance investigation, under Rule 11.10, in the form of a Notice setting out:

- (a) whether the Company is satisfied that the Licensed Business has complied with the Rules;
- (b) any actions that are to be taken by the Licensed Business considering the compliance investigation; and
- (c) whether the Company intends to take any further action, within 14 days of completing the compliance investigation.

11.12 Where a Licensed Business receives a complaint directly about its use of the AF CTM, the Licensed Business must advise the Company of the complaint, including the details, in the form of a Notice. The Company will manage the complaint in accordance with Rules 11.8 to 11.18.

11.13 Where a Licensed Business has breached the Rules, the Company may:

- (a) suspend the Certification for a specified period; or
- (b) terminate the Certification in accordance with Rule 12.

11.14 Where a Certification is suspended under Rule 11.13, the Licensed Business has an opportunity to rectify the breach. In the instance where the breach cannot be rectified or cannot be rectified within the specified period, the Company may terminate the Certification in accordance with Rule 12.

11.15 Where the Company receives a complaint about the use of the AF CTM by a non-licensed business, the Company can:

- (a) write to the complainant, in the form of a Notice, to acknowledge receipt of the complaint;
- (b) write to the non-licensed business, in the form of a Notice, setting out:
 - (i) the complaint, including details of the complaint;
 - (ii) the Rules in accordance with which the AF CTM may legally be used;
 - (iii) a request for the business to discontinue use of the AF CTM for the non-Certified Brand, including destroying any products, packaging used for its delivery, or any collateral associated with the advertising of the Product(s) that bear the AF CTM, within 14 days of receipt of the Notice by the business; and
 - (iv) a request that legal costs, an account of profits and/or damages be paid, within 14 days of receipt of the complaint by the Company.

11.16 In addition to any right of the Company, where the conduct of the non-licensed business has caused damage, the Company can commence legal action, or any other action, against the business at any stage.

11.17 Where the non-licensed business fails to rectify a complaint set out in a Notice received in accordance with Rule 11.15(b) the Company will have recourse to take other action, including legal action.

11.18 Within 30 days of completing a compliance investigation in response to a complaint received in accordance with Rule 11.4, the Company will inform the complainant of the outcomes of the compliance investigation, in the form of a Notice, setting out:

- (a) whether the Company is satisfied that the business is complying with the Rules and if the complaint against the non-licensed business has been resolved;
- (b) any actions that are to be taken by the business considering the compliance investigation; and
- (c) whether the Company intends to take any further action.

12. Termination of Licence

12.1 The Company may terminate a Licence.

12.2 Where the Company terminates a Licence, the Company will inform a Licensed Business of the intention to terminate their Licence, in the form of a Notice, setting out:

- (a) the reason for termination;

- (b) a demand for the Licensed Business to discontinue all use of the AF CTM on all products, marketing material, packaging and any other matter that bears the AF CTM or any reference to it; and
- (c) the specified time frame within which the Licensee must discontinue all use of the AF CTM.

12.3 Any products bearing the AF CTM, or any reference to it, not disposed of by the Licensed business within the specified time frame must be dealt with at the Licensed Business's cost to erase the AF CTM, or any reference to it.

12.4 Where the Company terminates a Certification in accordance with Rule 12.1, the specified time frame under Rule 12.2(c) is between 14 business days Declaration and 4 calendar months, depending on the severity of the breach and at the Company's discretion.

12.5 A Licensed Business may terminate their Certification by giving Notice to the Company at any point after being granted Certification.

12.6 Where a Licensed Business terminates their Certification in accordance with Rule 12.5:

- (a) the Licensed Business must discontinue all use of the AF CTM on all products, marketing material, packaging and other matters that bear the AF CTM or any reference to it within the specified time frame. Any products bearing the AF CTM, or any reference to it, not disposed of within the specified time frame must be dealt with at the Licensed Business's cost to erase the AF CTM, or any reference to it; and
- (b) the specified time frame under Rule 12.6(a) is:
 - (i) 1 month or the end of the Certification Period, whichever is first; or
 - (ii) up to 4 calendar months and is at the Company's discretion.

12.7 Where a Licensed Business fails to comply with:

- (a) a Notice given by the Company in accordance with Rule 12.2; or
- (b) Rule 11.9,

the Company will have recourse to take other action to have the Certified Brand owned by the Licensed Business removed from the Australian Fashion Directory online. The Company may reserve its right to commence legal action to recover any associated costs in the exercise of deregistration or damages associated with any economic loss experienced by the Company from the behaviour of the Licensed Business.

SCHEDULE A – Australian Fashion Certification Trade Mark



SCHEDULE B – Supporting Documentation

Authentic Australian Design	Supporting Documentation
Ensure design, development and R&D functions are headquartered in Australia (Rule 3.4(a)).	<p>The Applicant may submit an organisational chart or list of job roles and descriptions pertaining to the design, development and R&D functions of an Applicant.</p> <p>To the extent possible, evidence of an Applicant's organisational charts, list of job roles and descriptions should be de-identified.</p>
Commit to original and authentic design to maintain the integrity and aspirational positioning of the Australian Fashion brand (Rule 3.4(b))	Evidence of original and authentic design will be verified by a Certification Administrator.

AF CTM Brand Alignment	Supporting Documentation
Contribute both creatively and economically to the reputation of the AF CTM by holding an established profile as a design-led business with at least one year's market presence (Rule 3.4(g)).	Emerging brand Applicants may be asked to submit evidence of market activity.

Environmental Commitment	Supporting Documentation
Have a transparent environmental impact strategy with the applicant brand's current status and future goals articulated on the brand website, or within nine months of certification if certified before December 2022 (Rule 3.4(h)).	<p>The Applicant may provide a website link to the published page that demonstrates the applicant brand's environmental impact strategy including current status, future goals, sustainable decision-making across its operation and commitment to understanding and working towards environmental impacts as specified in the above rules.</p> <p>Evidence of environmental commitment will be verified by a Certification Administrator.</p>
Educate the applicant organisation on the above commitments (Rule 3.4(i)).	The Applicant may provide evidence of its approach towards educating its organisation about its environmental impact strategy, which will be verified by a Certification Administrator.

Social Commitment	Examples of documentation that may be requested as evidence
Have a transparent social impact strategy with the applicant brand's policies articulated live on the brand website, or within nine months of certification if certified before December 2022 (Rule 3.4(j)).	The Applicant may provide a website link to the published page that demonstrates the applicant brand's social impact strategy including current status, future goals, ethically responsible decision-making across its operation and commitment to understanding and working towards social impacts as specified in the above rules. This will be verified by a Certification Administrator.
Educate the Applicant's organisation on the above commitments (Rule 3.4(k)).	The Applicant may provide evidence of its approach towards educating its organisation on its social impact strategy, which will be verified by a Certification Administrator.

Enterprise sized businesses (over \$100 million in revenue)	Examples of documentation that may be requested as evidence
Implement a 'Reconciliation Action Plan' within three years of certification to ensure First Nations people are considered within the business strategy (Rule 3.4 (l)(i)).	The Applicant may provide a copy of the Reconciliation Action Plan to the Certified Administrator.
Publish a Modern Slavery Statement (Rule 3.4(l)(ii)).	The Applicant may provide a website link to its Modern Slavery Statement, which will be verified by a Certification Administrator.

SCHEDULE C – Declaration

Declaration Example

I, *[insert name]* do solemnly and sincerely declare as follows:

I represent the Certified Brand *[insert Certified Brands' name]* regarding the Certification / Certification renewal of their Certification to use the Australian Fashion Certification Trade Mark.

I am authorised to make this Declaration on behalf of the Certified Brand, as a representative of the Business which owns the Brand (*insert name of business if different from brand name*) and I make this Declaration on information and documentation available to me.

I have read and understood the Rules associated with the Australian Fashion Certification Trade Mark.

Tick which applies

For Certification Application

From the information and documentation made available to me, I declare that the Applicant meets the eligibility criteria to be considered for a certification to use the Australian Fashion Certification Trade Mark.

For Certification Renewal

From the information and documentation made available to me I declare that there have been no changes within or to the Business that would affect the Certified Brand's eligibility for a Certification to use the Australian Fashion Certification Trade Mark.

And I make this solemn Declaration conscientiously believing the same to be true.

Signed and Declared At *[insert city]*, *[insert State]*, Australia dated this day *[insert day]* of *[insert month]*, *[insert year]*.

By:

..... (Signature of *[insert name]*) *[insert position]*

[insert address]

In The Presence Of:

..... (Signature of witness) *[insert name of witness]* *[insert title of witness]* *[insert address of witness]*

..... DATE

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F C