

REGULATIONS

for the issue by The International Mohair Association Limited  
of Certificates for the use of Mohair  
Certification Trade Mark Registered Nos.

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DEFINITIONS

1. In these regulations unless there be anything in  
the context inconsistent therewith:

(a) "Trade Mark" means the Trade Mark allowed by the  
Registrar to be registered in Australia under Nos.  
C315,261; C315,262; C315,263; C315,264

(b) "The Company" means "The International Mohair  
Association Limited".

(c) "The Association" means "The International Mohair  
Association"

(d) "The Committee" means the Trade Mark Committee  
appointed by the Company.

(e) "Person" means any individual, firm or body  
corporate.

(f) "Register" means the Register kept by the Committee  
for the Company of the authorised users of the mark.

(g) "Authorised User" means any person for the time  
being entered in the Register.

(h) "Certificate" means any Certificate issued or  
renewed by the Committee in accordance with these  
Regulations.

(i) "Mohair" means hair whether or not subjected to any process of Manufacture or recovery, from the coat of the Angora goat.

#### PROPRIETORSHIP

2. The Trade Mark is the absolute property of the Company and may not be used by any person otherwise than in accordance with these Regulations.

3. The power of issuing and renewing and withdrawing a Certificate is vested in the Committee.

#### REGISTER

4. A Register shall be kept containing (in addition to any other particulars that may from time to time be deemed necessary by the Committee) the names, addresses and trade descriptions of each Authorised User and the description of goods for which he is authorised to use the Mark, together with the date of his registration, and particulars of renewal or withdrawal of his Certificate.

#### CONDITIONS IN REGARD TO ISSUE OF CERTIFICATE

5. The Trade Mark shall be used only in relation to goods of the following specification, that is to say :

Yarns, threads, textile piece goods, textile articles, blankets, curtains, upholstery fabrics, articles of clothing, rugs and floor coverings all containing no less than 25% Mohair by weight.

In using the Trade Mark an Authorised User is permitted to differentiate between the application of the Trade Mark to products containing the required 25% minimum Standard of Mohair and to those containing substantially higher proportions up to and including 100% by weight. The breakpoint between the different grades of product will be determined by the

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Authorised User and the differentiation made apparent by the use of gold or silver coloured backgrounds on which the Trade Mark will be printed or otherwise displayed.

6. Every applicant for the issue of a Certificate for the use of the Trade Mark must prove to the satisfaction of the Committee :

- (a) That he is of good repute and of good financial standing and carries on or intends to carry on a bona fide business in goods in relation to which the Trade Mark may be used.
- (b) That he has executed an agreement in the form set out in Schedule A to these regulations.
- (c) That he has paid the initial and prescribed annual fee.

7. The Committee shall charge fees for use of the Trade Mark as follows:

- (1) an initial fee of U.S. \$250.00 to be paid in respect of the first year, by each person to whom a Certificate for the use of the Trade Mark is issued, and
- (2) an annual renewal fee of U.S. \$250.00.

8. Any Applicant who complies to the satisfaction of the Committee with the conditions contained in Regulations 5 and 6 above shall be entitled to the issue of a Certificate.

FORM OF THE CERTIFICATE

9. The following shall be the form of Certificate for the use of the Trade Mark:



This is to certify that

of

is authorised up to and inclusive of the                      day

of                      of this year to use the Trade Mark of which

an exact copy appears upon this Certificate in

relation to

subject to and in accordance with the Regulations

for the time being of the Company.

Dated this                      day of                      19

Signature for and on behalf of the Company

This Certificate is personal and is not

assignable.

CONDITIONS AS TO USE OF THE TRADE MARK

10. (a) Subject to the provisions of these regulations a Certificate shall continue in force until the            day of            next following the date of issue thereof.

(b) On proof to the satisfaction of the Committee of the loss or destruction of any Certificate that is in force, the Committee may issue a duplicate thereof on payment of the sum of U.S. \$10.00, and on compliance by the Applicant with such condition as the Committee may think fit to impose in respect of such issue.

11. (a) The manner of use of the said Trade Mark shall be as follows:

(1) labels incorporating the said Trade Mark and approved by the Company (hereinafter called "approved labels") to be attached or applied by or on behalf of the Authorised user to goods conforming to the specification set out in paragraph 5 hereof;

(2) advertisements relating to the goods and featuring the said Trade Mark.

(b) In making use of the said Trade Mark the Authorised User shall not alter the same in any respect whatsoever or make any addition thereto provided that nothing in these Regulations shall interfere with the separate use by a proprietor or Registered User of his Trade Mark in relation to goods with which he is or may be connected in the course of trade.

(c) In conjunction with the sale to bona fide customers of piece goods conforming to the said specification the Authorised User shall be at liberty to supply approved labels for application or attachment by such customers or agents for and on behalf of the Authorised User to garments made substantially wholly from goods supplied by the Authorised User and conforming to the said specification.

PROVIDED however, that the Authorised User shall not be at liberty to supply an approved labels as aforesaid unless and until he shall have just obtained an Undertaking in writing from such customers in the form set out in Schedule B hereto.

12. The Committee shall be entitled to call for evidence from persons authorised by them to use of the said Trade Mark to satisfy them that the Mark is being applied in accordance with these Regulations and may send representatives to the premises of persons who have been so authorised for the purpose of satisfying themselves that these Regulations are being observed.

CONDITIONS AS TO RENEWAL OF CERTIFICATE

14. (a) A Certificate may be renewed on payment of the fee prescribed in Regulation 7.

(b) The prescribed fee must be paid to the Committee or be received by them in cash not later than the 31st day of December in each year; but by special permission of the Committee renewal fees may be accepted at any time thereafter.

(c) The Committee may refuse to renew the Certificate of an Authorised User who has committed a breach

of these Regulations, or refused to comply therewith.

BREACH OF REGULATIONS

15. (a) If an Authorised User shall commit any breach of these Regulations, or shall in any way use or cause to be used the Trade Mark in an unauthorised or improper manner, or be convicted of any offence tending to the discredit of his reputation and good faith as a trader or become bankrupt, or make any composition or arrangement with his creditors, or, in the case of a Corporation, go into liquidation save for the purpose of reconstitution or have a Receiver appointed over its assets, his Certificate shall be liable to be cancelled.
- (b) In the event of the Committee cancelling a Certificate or refusing to renew the same, or in the event of an Authorised User dying or not renewing his Certificate, all dies, tabs, labels, tickets, tallies transfers, labelled coverings and cases bearing or indicating the Trade Mark, and all blocks for marking the same, shall forthwith be delivered to the Committee for the purpose of being destroyed, or at the opinion of the Committee, satisfactory proof shall be given of this having been done, and after the cancellation, refusal to renew, or failure to renew the Certificate, the Authorised User, or in the case of death his representative shall not sell, or expose for sale, any goods bearing the Trade Mark except with the consent of the Committee, which shall not be unreasonably withheld.

### APPEALS

16. In the event of the issue or the renewal of a Certificate being refused or a Certificate being cancelled by the Committee the person concerned shall during the period of thirty days immediately succeeding the date of such refusal or cancellation have the right to appeal against such refusal or cancellation to the Registrar of Trade Marks, provided that he at the same time gives notice of such appeal to the Corporation. The decision of the Registrar on such appeal (after submission to him of such written and/or verbal representation as the parties desire to make or as he shall require) shall be final and binding on the Corporation and the person concerned.

### POWER TO AMEND

17. Provided that the Registrar of Trade Marks consents, the Committee may from time to time alter these Regulations or make new Regulations wholly or in part in lieu thereof, but no such alteration or new regulation shall affect the user of the Trade Mark by an Authorised User during the current year of his Certificate, nor unless and until he has received two calendar months' notice in writing of such new or altered regulations.

### DELEGATION OF POWERS

18. The Committee may from time to time delegate its Powers or any of them to sub-committee and to Inspectors or Officers duly appointed by a Resolution of the Committee and who may be appointed and selected to represent the Committee, subject always to such conditions as the Committee may from time to time impose.



19. Any notice given by the Committee in pursuance of these Regulations to an Authorised User, shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to such authorised User at his address on the Register.

SCHEDULE A

AGREEMENT TO BE EXECUTED BY AUTHORISED USERS

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

BETWEEN \_\_\_\_\_ (hereinafter called "The Company") of the one part and \_\_\_\_\_ of \_\_\_\_\_ in the State of \_\_\_\_\_ (hereinafter called "the Authorised User") of the other part.

WHEREAS the Company has registered in Australia a Trade Mark (hereinafter referred to as "the Trade Mark") under No. \_\_\_\_\_ and to be known as the Mohair Certification Trade Mark, AND such mark is the absolute property of the Company and may not be used by any person except under and by virtue of a Certificate issued under the Regulations of the Company



NOW IT IS HEREBY AGREED that in consideration of the payment of U.S. \$250.00 by the Authorised User to the Company (the receipt of which sum the Company hereby acknowledges) and of the guarantee and agreements on the part of the Authorised User hereinafter contained the Company agrees to permit the Authorised User up to and inclusive of the day of next to use the Trade Mark upon and in relation to:

being goods referred to hereinafter and will issue him a Certificate authorising the use by the said Authorised User of the Trade Mark in relation to such goods and the

Authorised User hereby guarantees and agrees with the Company that so long as he shall remain Authorised User pursuant to this Agreement he will only use or cause to be used

- (a) the said Trade Mark in relation to goods of the Class(es) covered by the Regulations of the Company.
- (b) He will at all times and in all respects comply with the Regulations for the time being of the Company a copy of which he acknowledges he has received read and understood.

AND the Company on its part agrees :

That on due payment from time to time by the Authorised User of the renewal fees prescribed, and on compliance with and observance by the Authorised User of the Regulations for the time being of the Company the Committee will from time to time renew to the Authorised User his said Certificate, AND IT IS HEREBY AGREED between the parties hereto that this Agreement shall remain in force if and so long as the Certificate originally granted thereunder shall from time to time be renewed as herein provided.

AS WITNESS etc.

SCHEDULE B

Undertaking to be given by Customers of  
A\_u\_t\_h\_o\_r\_i\_s\_e\_d\_ U\_s\_e\_r\_s

I/We \_\_\_\_\_ of \_\_\_\_\_

in consideration of  
supplying to me/us labels incorporating Australian Certification  
Trade Mark No. \_\_\_\_\_ in Class \_\_\_\_\_  
of \_\_\_\_\_

HEREBY UNDERTAKE AS FOLLOWS for ourselves, our successors,  
assigns and agents:

1. THAT we shall not apply, attach or use the said labels  
in any manner except as agents for and on behalf of \_\_\_\_\_  
and upon \_\_\_\_\_  
or to garments made wholly from (trimmings excepted) cloth  
supplied by \_\_\_\_\_  
being goods of the following specification:

2. THAT if requested by \_\_\_\_\_  
for any reason not to make any further use of the said  
labels and/or to return the same we shall forthwith comply  
with such request.