Canterbury Bankstown Council
Terms & Conditions for Use of Brand

1 This agreement

1.1 Establishment of agreement

Thank you for applying to use the Canterbury Bankstown Council Brand.

The terms and conditions that are set out below are the conditions under which the Brand must be used by you. It is important that you read these terms before you begin using Brand because when you click the “I Accept” button below or use the Brand for the first time:

(1) you are confirming that you not only have read these terms but that you agree to be bound by them when using the Brand; and

(2) a legally binding agreement is formed between us (Canterbury Bankstown Council (Council)) and you as an individual, or as an authorised employee or agent of the company which you represent and which applied for the right to use the Brand, subject to Council providing written notice of acceptance of your application to use the Brand as set out below (Acceptance Notice).

Once you have accepted the terms of this agreement by clicking the “I Accept” button you agree to waive any right you may have to assert that the fact that you indicated your acceptance of this agreement electronically does not constitute actual acceptance.

Council will issue you a written Acceptance Notice if it accepts your application. By issuing the Acceptance Notice, Council grants you a limited, revocable, non-transferrable and non-exclusive licence to use the Brand subject to the terms of this agreement (Licence).

This agreement and the Licence will commence on delivery of the Acceptance Notice.

1.2 Amendment of terms

Council may amend the terms in this agreement at any time by posting amended ‘Terms and Conditions for Use of Brand’ on Council’s website. The amended Terms and Conditions will be effective immediately and you will be bound by them from that time. You should visit Council’s website periodically to review the Terms and Conditions.

1.3 Definitions

To make this agreement easier to read we have used terms that have specific definitions. These terms appear in this agreement with a capital letter as their first letter and when they are used they have the meaning set out at the end of this agreement.

2 The rights you have to use the Brand

2.1 Ownership

The Brand is, and will at all times be, exclusively owned by us. Entering into this agreement or using the Brand does not give you any right to ownership of the Brand or any part of it.
Council is the owner of all Intellectual Property rights in or associated with the Brand, including any future Intellectual Property rights or interests that Council may gain from time to time.

You will not have any rights to use or profit from the use of the Intellectual Property in or associated with the Brand other than in accordance with this agreement.

Nothing in this agreement or Council's acceptance of your application to use the Brand grants or should be deemed to grant to you any right, title or interest in or to the Brand.

2.2 Licence to use

Council has agreed to allow you to use the Brand under a licence only, subject to the terms of this agreement and the Acceptance Notice.

You acknowledge that the right to use the Brand under licence is not exclusive to you and Council can allow any other person or corporate entity to use the Brand on any terms it sees fit.

2.3 Permitted use

You are only allowed to use the Brand for the purpose, on the material(s) and/or in the circumstances set out in your application for use of the Brand and approved in the Acceptance Notice (Permitted Use).

You are also only allowed to use the Brand in its entirety, in the true and correct version set out in Annexure 1, 2 or 3 without modification, with the exception that you may change its size (but not the size of any individual elements of the Brand) or use it in black and white.

2.4 No transfer

You are not allowed to transfer or Assign the Licence or this agreement to any other person or company, nor are you allowed to let anyone else use the Brand under your Licence, without obtaining Council’s permission in writing first.

2.5 Modification and termination

Council reserves the right in its sole discretion and for any or no reason to:

1. suspend, terminate or modify your Licence from time to time and at any time by written notice to you, effective immediately; and
2. take action against any use that does not conform to this agreement, infringes any of Council's intellectual property rights or other rights, or violates applicable Law.

2.6 No challenge

You agree not to challenge or assist others to challenge the Brand (except to the extent such restriction is prohibited by applicable Law), and you agree not to register or attempt to register any domain names, trademarks, trade names, or other distinctive brand features that are confusingly similar to the Brand or those of Council.

3 What you can’t do

3.1 Protecting the Brand
Council has put a lot of time into developing the Brand and as such it needs to impose some restrictions on you as a condition of allowing you to use it. As well as observing these restrictions yourself, it is a condition of your use of the Brand that you not allow any other person to breach these restrictions.

3.2 Specific restrictions

When using the Brand you must not do any of the things that are listed below.

(1) Vary, de-compile, disassemble, modify or alter the Brand.

(2) Use a modified, varied or altered version of the Brand without our prior written permission.

(3) Transfer, sub-license, sell, rent, lease, lend or duplicate the Brand.

(4) Copy any graphics from the Brand for any purpose, including but not limited to development of a similar Brand.

(5) Copy or forward an electronic copy of the Brand to any person or organisation, except where necessary to facilitate the Permitted Use (e.g. to your printer or sign writer).

(6) Dispute Council’s ownership of the Brand or register or apply to register the Brand as a trade mark.

(7) Remove or obscure any trademark or copyright symbols when using the Brand.

(8) Use the Brand in any way which:

(a) is associated with any political parties, persons or other entities;

(b) condones, endorses or markets an act or product (except as otherwise specifically allowed under the Permitted Use);

(c) would breach any Law;

(d) would infringe the legal rights of another person (such as copyright);

(e) would suggest or represent that you are the owner of the Brand;

(f) in an obscene, threatening or libellous manner;

(g) could mislead the public or bring Council into disrepute; or

(h) could be derogatory or defamatory to Council or otherwise damage or decrease the value of the goodwill associated with the Brand and Council.

4 What you must do

You must do the following things as a condition of your use of the Brand (in addition to anything else you are required to do under this agreement):

(1) Use the Brand in accordance with the terms of this agreement and any written directions provided to you from time to time.

(2) Comply with any Laws that apply to your use of the Brand.
(3) Protect the security of any documents, links, passwords and/or versions provided to you to facilitate use of the Brand.

(4) Inform Council immediately of any unauthorised use of the Brand.

(5) Obtain Council’s written consent before you use the Brand in any marketing you undertake and only undertake that marketing in accordance with the terms of our consent (unless otherwise specifically allowed under the Permitted Use).

5 What Council can do

5.1 Generally

You agree that Council can do the following things in relation to your use of the Brand without informing you that Council is doing them on each occasion.

(1) Store your contact information with Council’s records.

(2) Disclose your business names and the existence of the Licence.

5.2 Modified or new Brand

Council may amend, vary or replace the Brand from time to time and at any time. When Council changes or replaces the Brand it may, but is not obliged to:

(1) provide you with the amended or new Brand; or

(2) require you to use the amended or new Brand in replacement of the Brand under the Licence.

6 Warranties and representations

6.1 No liability

Council will not be liable to you for your use of the Brand including (but not limited to) for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages arising out of this agreement, your Licence or your access to and use of, or inability to access or use, the Brand.

This limitation will apply even if Council was or should have been aware or advised of the possibility of such damages and notwithstanding any other failure or omission, to the extent allowed by Law.

6.2 Your warranty

You warrant to us that you:

(1) have made your own enquiries in relation to the Brand and how it can be used by you;

(2) you have not relied on any representation made by Council, either verbally or in writing, when deciding whether to enter into this agreement; and

(3) are authorised and have the legal power to enter into this agreement.

6.3 Indemnity
You agree to fully indemnify us against any Claims made against us which may arise from your access to and use of the Brand.

You also agree to waive, release and hold harmless Council, its affiliates, agents and employees from any Claims arising from your access to and use of the Brand.

7  End of this agreement

7.1 Termination by Council

Council may terminate this agreement immediately at any time and for any reason by providing you with written notice to that effect. This ability to terminate is at Council’s discretion and does not attract any penalty or Claim.

7.2 Termination by you

You can terminate this agreement at any time and for any reason by providing us with written notice to that effect or by ceasing to use the Brand.

7.3 End of Licence

Unless otherwise terminated in accordance with this agreement, the Licence will end on the date and/or in the circumstances set out in the Acceptance Notice.

7.4 Effect of end

When this agreement ends you must immediately stop using the Brand and not use it again unless Council permits you to do so in writing. You must immediately withdraw any publicly available materials which display the Brand.

8  Miscellaneous matters

8.1 Non-merger

If any term of this agreement needs to operate after this agreement ends then that term survives termination of this agreement (i.e. that term continues to apply even though the agreement has ended).

8.2 Unenforceability

Any provision of this document which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

8.3 Governing law

The law in force in the State of New South Wales governs this document. The parties:

(1) submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this document; and

(2) may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of forum non conveniens.
9 Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Assign</td>
<td>means any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.</td>
</tr>
<tr>
<td>Claim</td>
<td>against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.</td>
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<tr>
<td>Council</td>
<td>means Canterbury-Bankstown Council (ABN 45 985 891 846).</td>
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<tr>
<td>Intellectual Property</td>
<td>means all intellectual property rights conferred by law including (without limitation):</td>
</tr>
<tr>
<td></td>
<td>(1) patents, designs, formulas, plans, specifications or other documents;</td>
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<tr>
<td></td>
<td>(2) copyright, trademark, trade business, company names, business names, websites, URLs or email addresses; and</td>
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<tr>
<td></td>
<td>(3) all other proprietary rights and all other intellectual property defined in Article 2 of the Convention establishing the World Intellectual Property Organisation (July 1967).</td>
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<tr>
<td>Law</td>
<td>means all legislation, regulations, by-laws, common law and other legally binding order.</td>
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<tr>
<td>Brand</td>
<td>means the Brand(s) as shown in Annexure 1, 2 &amp; 3.</td>
</tr>
<tr>
<td>You</td>
<td>The person or party making the application to use the Brand.</td>
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</tbody>
</table>
Annexure 1
Brand [Split CB + Where Interesting Happens]
Annexure 2
Brand [Split CB + Where Interesting Happens + Interchanging Suburb]
Annexure 3
Brand [Where Interesting Happens + Interchanging Suburb]