

LICENCE TO USE COVER OF EXCELLENCE™ AND PROFESSIONALS WHO CARE TRADE MARKS

The Professional Standards Council (“PSC”) is the owner of the registered Trade Mark **(COVER OF EXCELLENCE and Star Device)™** and owner of the Trade Marks **COVER OF EXCELLENCE™** and **PROFESSIONALS WHO CARE™** (registration pending) All persons falling within clause 4 of this licence (“Authorised Users”) are authorised under licence from the PSC to use the Trade Mark in the usual conduct of their business or profession subject to the following terms of use:

1. The Authorised User acknowledges that the PSC is the owner and applicant for registration of the Trade Marks and undertakes not to do or cause any thing to be done that may adversely affect the PSC’s rights in relation to the Trade Marks or call into question the validity of the Trade Marks or its pending registration.
2. The PSC will exercise quality control over the use of the Trade Marks. The Trade Marks must only be used in accordance with the COVER OF EXCELLENCE™ Style Guide as applies from time to time. The use is authorised strictly in conformity with the specifications in the Style Guide and the directions of this licence.
3. The Authorised User may only reproduce the Trade Marks in the form in which it is provided and must ensure that a Trade Mark legend in the appropriate form appears whenever the Trade Mark is used. References to COVER OF EXCELLENCE™ in the text of correspondence must also use a Trade Mark legend.
4. The Trade Marks may only be used by persons to whom a Professional Standards Scheme, pursuant to the Professional Standards Acts (NSW) 1994 applies, and only for as long as the said Scheme applies to the person acting in performance of his or her occupation in respect of which this scheme applies.
5. If the Authorised User suspects any infringement or threatened infringement of the Trade Marks or any misleading or deceptive conduct relating to the Trade Marks it must immediately notify the PSC giving full particulars of all relevant circumstances.
6. From time to time but in any case not less than once every twelve months, the Authorised User may be requested to submit to its occupational association at its own expense samples of all promotional material, advertising and stationery in or on which the Trade Marks are used.
7. This authority to use takes effect from the date of its issue.
8. Any use is deemed to be acceptance of the terms of the licence. If the Authorised User uses, or permits or allows to be used, the Trade Marks other than according to this document it will be infringing the Trade Marks.
9. The PSC may terminate this licence with an Authorised User by written notice for non-compliance of the above.