



HINCHINBROOK SHIRE COUNCIL LOGO PERMIT

Item 1	Applicant:	
Item 2	Address of Applicant:	
Item 3	Permitted Use:	
Item 4	Term:	For the stated use above only
Item 5	Logo: (as attached to this Permit)	Description: Hinchinbrook Shire Council logo - Corporate
		Template No: CC_C_0001

The Applicant and the Hinchinbrook Shire Council agree as follows:

1. The Applicant may, subject to Conditions 3 and 4, use the Logo during the Term for the Permitted Use only.
2. The Applicant's right to use the Logo is non-exclusive.
3. The Applicant must submit any material which it intends to distribute and which incorporates the Logo to the Hinchinbrook Shire Council ("the Council") for approval before publication or distribution and must not publish or distribute the material without approval.
4. When using the Logo for the Permitted Use, the Applicant must not make any alterations or additions to the version described at Item 5 above without the prior written consent of the Council.
5. The Applicant acknowledges that the Logo is the exclusive property of, and is owned by, the Council.
6. The powers of an authorised user that are set out in section 26 of the *Trade Marks Act 1995* are expressly excluded from all rights in the Logo.
7. The Applicant must not at any time either during the Term or after the expiration of the Term apply for registration of any trade mark, business name, company name or domain name which includes any words or logos that are the same as, substantially identical to or deceptively similar to the Logo.
8. The Applicant must not grant any right to use the Logo to any person (whether by way of assignment, sub-licence or otherwise) without the prior written consent of the Council.
9. The Applicant indemnifies the Council in respect of all actions, suits, causes of action, costs, claims, demands and expenses made upon or against the Council arising out of or in any way connected with:
 - (a) the use of the Logo by the Applicant or any person claiming through or under the Applicant;
 - (b) a breach of this Permit by the Applicant; or
 - (c) a negligent act or omission on the part of the Applicant in connection with the use of the Logo under this Permit.

- 10. If the Applicant is in breach of these conditions and does not remedy the breach within seven (7) days after service by the Council upon the Applicant of a written notice requiring the Applicant to rectify the breach, the Council may immediately terminate this Permit by notice in writing to the Applicant.
- 11. Upon the expiry of the Term or the earlier termination of this Permit, the Applicant must:
 - (a) immediately and permanently discontinue any use of the Logo and any marks or names which in the opinion of the Council are confusingly similar to the Logo or any other materials which may in any way indicate or tend to indicate that the Applicant was in any way associated with the Council;
 - (b) as soon as practicable permanently remove, destroy or obliterate at the expense of the Applicant all signs containing any reference to the Logo; and
 - (c) refrain from doing anything tending to indicate that the Applicant is or way authorised to use the Logo or is or was in any way associated with the Council.

.....

Executed as an Agreement.

Agreement Made (date):.....

Executed for and on behalf of Hinchinbrook Shire Council by:

.....
<i>Name</i>	<i>Title</i>	<i>Signature</i>
Authorised Hinchinbrook Shire Council Officer		

In the presence of:

.....
<i>Name of Witness</i>	<i>Signature of Witness</i>

Executed by Applicant:

.....	X.....
<i>Name</i>	<i>Title (if representing an organisation)</i>	<i>Signature</i>

In the presence of:

.....
<i>Name of Witness</i>	<i>Signature of Witness</i>