

THIS AGREEMENT is made

2016

BETWEEN:

CARAVAN INDUSTRY ASSOCIATION OF AUSTRALIA LIMITED (ABN 70 057 668 041) of Suite 6, Level 1, 214 Graham Street, Port Melbourne.
("Licensor")

(NAME) (ABN) (ADDRESS)

and

of

("Licensee")

and

(NAME) (ADDRESS)

of

(jointly and severally "the Covenantors")

BECAUSE:

- A The Licensor is the peak national body representing the industry interests of recreational vehicles manufacturer, suppliers, repairers and agents, retail dealerships and caravan parks in Australia.
- B The Recreational Vehicle Manufacturing Accreditation Program ("RVMAP") is an industry focused compliance program developed by the Licensor for approved Australian manufacturers and importers, offering accreditation to approved participants who commit to ensuring that Recreational Vehicles that they sell in Australia comply with technical and National Standards.
- C The Licensor promotes RVMAP in advertising campaigns, communications materials, government and regulator advocacy and relevant trade shows and expositions where consumers may be alerted to the benefits of a purchasing an recreational vehicle product that carries the Badge of the Licensor.
- D The Licensee desires to be accredited under RVMAP.

OPERATIVE PROVISIONS:

1. Definitions and Interpretation

1.1. In this agreement, unless the context otherwise requires:

“Badge” means a badge issued to the Licensee by the Licensor, which contains the “Key” trade mark or trade marks described in Annexure 1;

“Code” means the RVMAP Code, which is a code that sets out the minimum specifications that manufacturers must satisfy in the manufacture of their Recreational Vehicles in order to be regarded as compliant with the RVMAP program annexed to this agreement as Annexure 2 as amended or substituted from time to time by written notice to the Licensee from the Licensor;

“Compliance Standards” means Technical and National Standards referred to or annexed to this agreement as Annexure 3 as amended or substituted from time to time by written notice from the Licensor to the Licensee;

“Logo” means the trade marks described in Annexure 1;

“Rules” means the RVMAP Rules, which set out the framework and purposes of the RVMAP Program and the procedures, assessments and performance that must be observed for the RVMAP Program to be delivered in accordance with its stated purpose and objectives in accordance with this agreement;

“Recreational Vehicle” includes, without limitation:

- (a) Towable caravans;
- (b) Camper trailers
- (c) Fifth wheelers;
- (d) Slide-on van units;
- (e) Motorhomes; and
- (f) Other types of Recreational Vehicles which may be involved in the caravanning and camping industry

“RVMAP” means the Recreational Vehicle Manufacturing Accreditation Program;

“RVMAP material” means promotional material, stickers, Badges, program framework materials and instructions and all other things belonging to Licensor with respect to the RVMAP including any trade marked material other than the Badge and the Logo.

1.2. Interpretation

In this agreement, unless necessarily inconsistent with the context:

- (a) a reference to a person (including a party) includes the person's personal representative, successors and permitted assigns;
- (b) headings are for convenience only and do not affect interpretation of this agreement; and
- (c) if a payment or other act would be made or done on a day that is not a business day, then it must be made or done on the next business day; and
- (d) this Agreement shall not be construed adversely to a party only because that party was responsible for preparing this agreement.

2. Term

- 2.1. The initial term of this agreement is for the period commencing upon the signing of this agreement and ending 31 January 2017.
- 2.2. This agreement, including this clause 2, shall be renewed automatically and without need for notice for a further period of 12 months unless:
 - (a) either party gives not less than sixty days' notice prior to expiry that it does not want to renew this agreement; or
 - (b) this agreement is terminated in accordance with its provisions.

3. Licence

- 3.1. The Licensor grants to the Licensee a personal non-exclusive licence to use the:
 - (c) Badge;
 - (d) Logo; and
 - (e) any RVMAP materialduring the Term of this Agreement.

- 3.2. The Licensee must not register a business name incorporating the Logo.
- 3.3. The Licensee acknowledges and agrees that all right title and interest in the Badge, Logo and any RVMAP material provided by the Licensor to the Licensee is that of the Licensor and shall remain that of the Licensor and that the Licensee shall not obtain any right title or interest in the Badge, Logo and any RVMAP material or any goodwill associated with the Badge, Logo and any RVMAP material.

4. Payments

- 4.1. The Licensee must pay the Licensor the initial fee set out in the Schedule on execution of this agreement.
- 4.2. The Licensee must pay the Licensor the annual fee set out in the Schedule within 14 days of the execution of this agreement and on the first day of any subsequent term if this agreement is renewed in accordance with clause 2.
- 4.3. The Licensor may, at its discretion, vary the annual fee payable under clause 4.2 by giving not less than three months prior written notice before the expiry of the then current term of this agreement.
- 4.4. The Licensor will provide the Licensee with RVMAP material, including promotional items, badge hardware, templates, guidance notes and checklists as set out in the Rules. The costs of these items as at the date of this agreement are set out in Annexure 4 and the Licensee must pay the Licensor for these items within fourteen days of provision of a tax invoice. The Licensor may from time to time, by giving not less than three months prior written notice before the expiry of the then current term of this agreement, vary the costs of the items with effect from the commencement of the renewed term.
- 4.5. Renewal of this agreement under clause 2 will be conclusive evidence of acceptance of variations to fees by the Licensor.

5. Obligations of Licensee

- 5.1. During the term of this Agreement, the Licensee must:
 - (a) comply with:
 - i. the Compliance Standards;
 - ii. the Code; and
 - iii. the RVMAP;

- (b) pay all sums payable under this agreement (including clause 4) (time being of the essence);
- (c) comply with all obligations at law required to conduct its business;
- (d) not engage in misleading or deceptive conduct or otherwise contravene any law;
- (e) only use the RVMAP material provided by the Licensor to the Licensee in accordance with this agreement and the directions of the Licensor from time to time;
- (f) not register any company name, business name or trade mark incorporating the RVMAP;
- (g) not take any action or omit to do anything that could reasonably bring the RVMAP or the business of the Licensor into disrepute;
- (h) not represent or pass-off that it is authorised to act on behalf of the Licensor;
- (i) remit a monthly return to the Licensor or its nominee indicating:
 - i. the number of units that have been produced by the Licensee and badged under the RVMAP
 - ii. the number of employees (both full time and part-time) of the Licensee; and
 - iii. the number of retail sales of units bearing the RVMAP badge by the Licenseefor the purpose of maintaining a database of industry statistics;
- (j) not represent that any goods or services of the Licensee have the approval of the Licensor;
- (k) not allow or suffer any third party to use the RVMAP material for any purpose whatsoever, irrespective of whether a fee is paid by the third party to the Licensee;
- (l) only make statements (whether written or otherwise) in relation to or in the context of the Badge or Logo in a manner first approved in writing by the Licensor in its absolute discretion; and
- (m) comply with any reasonable directions of the Licensor as issued from time that relate to use of the Badge or the Logo or the RVMAP.

6. Breach

- 6.1. If the Licensor reasonably believes that the Licensee is in default of its obligations under any of clauses 4, 5, 9 and 13 then the Licensor may serve on the Licensee a notice of default specifying the default.
- 6.2. If the Licensee does not comply with a notice given under clause 6.1 within ten (10) business days then the Licensee has committed a material breach of this agreement and the Licensor reserves the right to terminate this agreement by written notice with immediate effect.
- 6.3. If the Licensor identifies behaviour by the Licensee which is regarded as being deleterious to the reputation of Licensor or the RVMAP and of such serious nature as not to be tolerated then the Licensor may terminate the agreement with the Licensee with immediate effect. Without limitation, a breach of clause 5.1(k) is a breach of such serious nature.

7. Termination

- 7.1. Either party ("Terminating Party") may end this Agreement immediately by written notice to the other party ("Defaulting Party") if:
 - (a) the Defaulting Party commits a material breach of this agreement as set out in clause 6.2 or 6.3;
 - (b) the Defaulting Party commits a material breach of this Agreement which is incapable of remedy;
 - (c) the Defaulting Party becomes incapable of performing its obligations under this agreement;
 - (d) the Defaulting Party commences winding-up, a controller is appointed over the assets of the Defaulting Party or the Defaulting Party ceases to trade; or
 - (e) the Defaulting Party, or if the Defaulting Party is a company, a director (as defined in section 9 of the Corporations Act 2001), manager or other executive employee of the Defaulting Party, is convicted of an indictable offence or an offence involving dishonesty.
- 7.2. Termination of this Agreement under this clause is without prejudice to any other right (whether arising under this Agreement, at general law or otherwise) which may have accrued to the Terminating Party.
- 7.3. On termination or expiry of this Agreement or the expiry of any extension of the term of this Agreement for any reason, the Licensee will immediately:

- (a) deliver up to the Licensor all RVMAP material (including any Badges) and will remove all signage and any marketing or advertising or documents referring to the RVMAP or using or making reference to the Licensor or the Logos; and
- (b) on request by the Licensor, cause Badges affixed to Recreational Vehicles in the possession or control of the Licensee to be removed from those Recreational Vehicles.

7.4 If the Licensee does not comply with this agreement, including by failing to return all the materials in its possession in accordance with this clause, then the Licensee will indemnify the Licensor for all costs incurred by the Licensor on an indemnity basis.

8 Assignment

- 8.1 The Licensor may at any time assign its rights under this agreement by written notice to the Licensee.
- 8.2 The Licensee must not assign or sub licence its rights under this agreement without the prior written consent of the Licensor.
- 8.3 Any transfer of beneficial ownership of shares in the Licensee shall constitute an assignment for the purposes of this clause.

9 Reviews

- 9.1 The Licensor may at its election conduct regular and random reviews of the Licensee's activities no less than once every six (6) months.
- 9.2 The Licensee must provide all reasonably necessary access and assistance to allow reviews to be carried out.
- 9.3 The Licensor will provide the Licensee with notice of not less than seven (7) days of any review unless otherwise agreed between the parties.
- 9.4 A review will include procedures and investigations:
 - (a) for the purpose of ensuring that the Rules are being followed by the Licensee and that the standing and reputation of the RVMAP accreditation is protected accordingly;

- (b) that may include a minimum of one (1) production vehicle of each model of recreational vehicle produced by the Licensee to be inspected to ensure that construction has been carried in accordance with the Compliance Standards;
- (c) regarding records maintained by the Licensee that may be examined for completeness and accuracy to ensure that all Recreational Vehicles constructed during the Term of this Agreement are represented by appropriate records on the Licensee's database; and
- (d) to ensure that the Licensee is not manufacturing a second stream of Recreational Vehicles of lesser standard to the RVMAP standard and selling this with the possible inference that non-compliant vehicles are in fact RVMAP accredited.

9.5 The Licensor also reserves the right to conduct random reviews of units produced by the Licensee where such units are on display at trade shows, dealer showrooms or other places where they may be accessed for inspection by potential purchasers.

10 Dispute Resolution

10.1 Any dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to mediation in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Rules for the Mediation of Commercial Disputes. The costs of the mediator shall be met equally by the parties.

10.2 If the dispute or difference is not settled within 30 days of the submission to mediation (unless such period is extended by agreement of the parties), it shall be submitted to arbitration in accordance with, and subject to, the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitrations.

10.3 Nothing in this provision shall prevent an application for interlocutory relief. The Licensee acknowledge and agree that because of the possibility of damage to the reputation of the Licensor, damages may not be a sufficient remedy in the event of a breach of this Agreement and that injunctive relief may be appropriate.

11 GST

11.1 Unless otherwise expressly indicated, amounts payable under this agreement are exclusive of GST. If GST is payable as a consequence of any supply made by one party to the other, the party receiving the supply must, upon provision of a valid tax invoice, also pay to the party making the supply an amount equal to the GST payable in respect of the supply.

11.2 Each party must ensure that each invoice it presents to the other party under this Agreement in respect of any GST amount is a valid tax invoice.

12 Covenants

12.1 The Covenantors covenant and agree that:

12.1.1 The Licensee shall comply with this Agreement; and

12.1.2 The Covenantors shall not by act or omission conduct themselves in a manner that would breach this Agreement if they were the Licensee.

13 Warranties

The Licensee warrants that, as at the date of this Agreement and for the term of this Agreement, including additional terms:

13.1 it holds all necessary licences, permits and authorisations to conduct its business.

13.2 it is solvent and, if the Licensee is an individual, it is not an undischarged bankrupt.

13.3 it is not a “declared organisation” within the meaning of the *Criminal Organisations Control Act 2010 (Vic)* or equivalent legislation in other jurisdictions.

14 General

14.1 The governing law of this Agreement is the State of Victoria and the parties submit to the exclusive jurisdiction of the Courts of Victoria.

14.2 This agreement represents the entire agreement between the parties in connection with its subject matter and supersedes any prior understanding or agreement between the parties. Each party must do all things necessary to give effect to this agreement.

14.3 The Licensee consents to the Licensor disclosing the Licensee’s entry into this Agreement and the termination of this Agreement to third parties. The terms of this Agreement are otherwise confidential, except to the extent necessary to give effect to clauses 5.1(i), 9 and 10.

14.4 Interest shall accrue on any outstanding money at the rate prescribed from time to time by the *Penalty Interest Rates Act 1983 (Vic)* as amended or substituted from time to time and calculated on a daily outstanding basis.

- 14.5 This agreement does not create a relationship of agency, trust or partnership between the parties.
- 14.6 The Licensee acknowledges and agrees that the Licensor does not impose a system or marketing plan and that this agreement is not a franchise agreement within the meaning of the Franchising Code of Conduct.
- 14.7 Written communications between Licensor and the Licensee will be by email to the address nominated for each party in the schedule. Emails shall be deemed to have been received two (2) hours after they have been sent.

EXECUTED as an **AGREEMENT** this

day of

2016

EXECUTED by **CARAVAN INDUSTRY**)
ASSOCIATION OF AUSTRALIA)
LIMITED ABN 70 057 668 041 in accordance)
with its Constitution and section 127 of the)
Corporations Act 2001)

Director

Director

SIGNED SEALED AND DELIVERED by the said)

(insert name of Covenantor) in the presence of:)

in the presence of:

Witness

EXECUTED by)
))
in accordance with its Constitution and section 127)
of the *Corporations Act 2001*)

(Sole) Director

Director

Schedule

Licensor: Caravan Industry Association of Australia (ABN 70 057 668 041)
of: Suite 6, Level 1, 214 Graham Street, Port Melbourne
Email: rvmap@caravanindustry.com.au

Licensee: [name] ABN
of: [address]
Email: [email]

Covenantors: [name]
of: [address]
Email: [email]

Initial fee: (a) \$10,000; or
(b) if the Licensee is a current member of the state trade caravanning association in which the Licensee conducts its main operating activities in Australia, or a current contributor to the Licensor's national marketing and advocacy fund (having supplied the last four months of production figures for the purpose of calculation) at the time of execution, the initial fee payable shall be reduced to \$5,000; or
(c) if the Licensee is a current member of the state trade caravanning association in which the Licensee conducts its main operating activities in Australia, and a current contributor to the Licensors' national marketing and advocacy fund (having supplied the last four months of production figures for the purpose of calculation) at the time of execution, the initial fee payable shall be reduced to \$3,000; or
(d) if the execution of this Agreement occurs prior to 1 March 2016, and the the Licensee is a current RVMAP participant as at 1 January 2016 the initial fee payable shall be \$0

Annual Fee: (a) \$2,000; or
(b) if the Licensee is a current member of the state trade caravanning association in which the Licensee conducts its main operating activities in Australia, or a current contributor to the Licensor's national marketing and advocacy fund, the annual fee payable shall be reduced to \$1,000; or
(c) if the Licensee is a current member of the state trade caravanning association in which the Licensee conducts its main operating activities in Australia, and a current contributor to the Licensor's national marketing and advocacy fund, the annual fee payable shall be reduced to \$500.

Annexure 1

Trade Marks

Trade Mark Certificate of Registration

Australian Trade Mark Registration 1691868

| | |
|--------------|--|
| Owner | Caravan Industry Association of Australia Limited |
| Mark | ACCREDITATION KEY (Logo) in Classes 16, 35, 36, 41, 42, 43 |
| Our Ref | 1028235 |
| Renewal Date | 12 May 2025 |



Annexure 2

RVMAP Code

As set out within the RVMAP portal contained on the Licensor's website – www.caravanindustry.com.au as amended or substituted from time to time. A copy may be provided by the Licensor to the Licensee in writing on request.

Annexure 3

Technical and National Standards

As set out in within the RVMAP portal contained on the Licensor's website – www.caravanindustry.com.au as amended or substituted from time to time. A copy may be provided by the Licensor to the Licensee in writing on request.

Annexure 4

Costs and fees

As set out in within the RVMAP portal contained on the Licensor's website – www.caravanindustry.com.au as amended or substituted from time to time. A copy may be provided by the Licensor to the Licensee in writing on request.