



AUSTRALIAN POWER LIFTING UNION LTD

COMPETITION, STANDARDS AND USE OF BRANDING LICENCE AGREEMENT

A. Definitions

1. In this document, the following terms have defined meanings.
 - (a) **Agreement Date** means the date listed in the Schedule.
 - (b) **Affiliate Club** means the entity listed in the Schedule.
 - (c) **APU** means Australian Powerlifting Union Ltd A.C.N 623 702 812.
 - (d) **Affiliate Club's Contact Email** means the email address listed in the Schedule
 - (e) **Affiliate Club's Location** means the address listed in the Schedule.
 - (f) **Licence Agreement** means this Competition, Standards and Use of Branding Licence Agreement.
 - (g) **Licence Fee** means the amount listed in the Schedule
 - (h) **Schedule** means the reference schedule to this Licence Agreement.
 - (i) **Term** means a one-year period commencing on the Agreement Date and ending 12 months thereafter unless terminated earlier as provided for in Clause 47 of this Licence Agreement
 - (j) **Website** means <https://www.powerlifting-apu.com/> or such other website used by APU as its primary website from time to time.

B. Entry into Licence agreement

2. The Affiliate Club and the APU both agree to enter into this Licence Agreement and to be bound by its terms.

C. Affiliate Club must have separate Licence Agreement for each separate premises

3. In the event that the Affiliate Club operates multiple powerlifting facilities at separate locations, the Affiliate Club agrees that it must enter into a separate Licence Agreements for each powerlifting facility that it operates.
4. The Affiliate Club agrees that this Licence Agreement is for the Affiliate Club's powerlifting facility operated at the Affiliate Club's Location.

D. Use of Trademark and Branding Intellectual Property

5. In exchange for the payment of the Licence Fee, during the Term the APU grants to the Affiliate Club a licence:

- (a) to use APU's trademarks and other branding; and
 - (b) promote itself as an APU Affiliated Club.
6. The Affiliate Club agrees to use the APU's trademarks and other branding reasonably and in good faith.
 7. In the event that this Licence Agreement is terminated, the licence will be revoked on the date of termination of the Licence Agreement.

E. Affiliate Club to host APU Competition at least once per year

8. During the Term, the Affiliate Club agrees to host one APU sanctioned powerlifting competition at the Affiliate's Club Location or such other location as agreed in writing by the Affiliate Club and the APU.
9. The Affiliate Club agrees to notify the APU as to the date of the competition in writing at least three months before the date of the competition with such date subject to the approval of the APU. The APU will act reasonably when approving the date of the competition.
10. The APU agrees to advertise on the Website the date and location of the Affiliate Club's powerlifting competition.
11. The APU sanctioned competition hosted by the Affiliate Club is to be conducted in accordance with the APU's competition rules and regulations as published on the Website.

F. Affiliate Club to host referee and official training course at least once per year

12. During the Term, the Affiliate Club agrees to host one referee and powerlifting competition official training course (**Officials' Training Course**) at the Affiliate Club's Location or such other location as agreed in writing by the Affiliate Club and the APU.
13. The Affiliate Club will not charge the APU for use of its facilities at the Officials' Training Course.
14. The Affiliate Club agrees to notify the APU as to the date of the Officials' Training Course in writing at least three months before the date of the Officials' Training Course with such date subject to the approval of the APU. The APU will act reasonably when approving the date of the Officials' Training Course.
15. The APU agrees to advertise on the Website the date and location of Officials' Training Course.
16. The Officials' Training Course hosted by the Affiliate Club is to be conducted in accordance with the APU's rules as published on the Website.
17. Both the APU and the Affiliate Club will notify participants of the Officials' Training Course that the course will only proceed if 10 persons register for the Officials' Training Course and pay the required fee by a date at least 14 days before the date of the Officials' Training Course.

18. The cost for the Officials' Training Course will be paid by the participants of the Officials' Training Course. The fee per participant for the calendar financial year will be published on the Website and will be collected by the APU.
19. The APU agrees to provide the Affiliate Club with the instructors and the course material for the Officials' Training Course.
20. In the event that less than 10 persons have registered for the Officials' Training Course and paid the required fee to the APU by a date at least 14 days before the date of the Officials' Training Course, the APU reserves the right to cancel the Officials' Training Course by written notice to the Affiliate Club.
21. In the event that the Officials' Training Course is cancelled:
 - (a) the Affiliate Club agrees to notify the courses' participants as soon as reasonably practicable;
 - (b) the APU will refund the entirety of the participant's fee to the participant.

G. Affiliate Club to host one coaching and education training course at least once per year

22. During the Term, the Affiliate Club agrees to host one coaching and education training course (**Coaching Course**) at the Affiliate's Club Location or such other location as agreed in writing by the Affiliate Club and the APU.
23. The Affiliate Club will not charge the APU for use of its facilities at the Coaching Course.
24. The Affiliate Club agrees to notify the APU as to the date of the Coaching Course in writing at least three months before the date of the Coaching Course with such date subject to the approval of the APU. The APU will act reasonably when approving the date of the Coaching Course.
25. The APU agrees to advertise on the Website the date and location of the Coaching Course.
26. The Coaching Course hosted by the Affiliate Club is to be conducted in accordance with the APU's rules as published on the Website.
27. Both the APU and the Affiliate Club will notify participants that the Coaching Course the course will only proceed if at least 10 persons register for the Coaching Course and pay the required fee by a date at least 14 days before the date of the Coaching Course.
28. In the event that less than 10 persons have registered for the Officials' Training Course and paid the required fee to the APU by a date at least 14 days before the date of the Coaching Course, the APU reserves the right to cancel the Coaching Course by written notice to the Affiliate Club and the course's participants.
29. The cost for the Coaching Course will be paid by the participants of the Coaching Course. The fee per participant for the calendar financial year will be published on the Website.

30. In the event that less than 10 persons have registered for Coaching Course and paid the required fee to the APU by a date at least 14 days before the date of the Coaching Course, the APU reserves the right to cancel the Coaching Course by written notice to the Affiliate Club.
31. In the event that the Coaching Course is cancelled:
 - (a) the Affiliate Club agrees to notify the courses' participants as soon as reasonably practicable;
 - (b) the APU will refund the entirety of the participant's fee to the participant

H. APU's obligations

32. During the Term, the APU agrees to provide the Affiliate Club with the following equipment.
 - (a) Banners advertising the APU to be displayed at the Affiliate Club's premises.
 - (b) Signage advertising the APU to be displayed at the Affiliate Club's premises.
33. During the Term, the APU agrees to do the following.
 - (a) The APU will state on the Website that the Affiliate Club is an affiliate club to the APU.
 - (b) The APU will state on its social media pages that Website that the Affiliate Club is an affiliate club to the APU.
 - (c) The APU will permit the Affiliate Club to enter a team in the APU's state championship. The Affiliate Club must still pay the required entry fee for each competitor.
 - (d) The APU will provide the Affiliate Club with APU branded t-shirts (up to a maximum of 10) at the relevant State Championship in the state in which the Affiliate Club is located.

I. Compliance with APU By-laws and Code

34. The Affiliate Club agrees to comply with APU's bylaws and Competition Codes as published on the Website from time to time.
35. For example, and without limitation, the by-laws and competition codes that the Affiliate Club must comply with include the following which may be accessed via the Website.
 - (a) Venue and meet directors guide.
 - (b) Competition and Championship.
 - (c) APU bylaws.
 - (d) Anti-doping policy.
36. The Affiliate Club acknowledges and agrees that the APU may amend its bylaws and competition codes at any time.

37. The APU agrees to notify the Affiliate Club in writing each time the APU's bylaws and competition codes are amended.
38. In the normal course, the APU will notify the Affiliate Club of any amendment by email sent to the Affiliate Club's Contact Email.

J. APU to Assist Affiliate Club in meeting obligations

39. In the event that an Affiliate Club does not comply with this Licence Agreement or the APU's bylaws and Competition Codes, the APU agrees to assist the Affiliate Club with meeting its obligations.

K. Conditions if Affiliate Club does not have an Affiliate's Club Location

40. The following clauses in this section of the Licence Agreement apply if the Affiliate Club does not have an Affiliate Club Location. For the avoidance, of doubt, if an address is listed in the Schedule as the Affiliate Club Location, the clauses in this section will not apply.
41. An Affiliate Club may hold an APU event at a alternative location approved by APU in writing (**Alternative Approved Location**) including the following events.
 - (a) An APU competition.
 - (b) An Officials' Training Course.
 - (c) A Coaching Course
42. The Affiliate Club must obtain written approval from the APU consenting to the Alternative Approved Location at least 28 days before the date of the event that the Affiliate Club proposes to hold.
43. In order to obtain approval from the APU, the Affiliate Club must provide the following information to the APU in writing.
 - (a) The address of the Alternative Approved Location.
 - (b) The owner/manager of the Alternative Approved Location.
 - (c) The hire fees (if any) for the Alternative Approved Location.
 - (d) Whether the Alternative Approved Location has insurances including public liability insurance.
44. Any event held at the Alternative Approved Location must be in accordance with the APU's bylaws and Competition Codes as published on the APU's website from time to time.
45. The Affiliate Club is responsible for all costs associated with hiring the Alternative Approved Location (if applicable).
46. The Affiliate Club is responsible for all costs associated with holding the event at the Alternative Approved Location as prescribed by the APU's bylaws and Competition Codes as published on the APU's website from time to time.

L. Termination of Licence Agreement

47. This Agreement may be terminated by either party without fault upon 14 days written notice to the other party.
48. In the event that this Licence Agreement is terminated, all banners, signage and promotional material (other than APU branded t-shirts) shall be returned in good condition to the APU

**SCHEDULE TO THE LICENCE
AGREEMENT IS ON THE
FOLLOWING PAGE**

Schedule to Licence Agreement

Item Number	Term	Meaning
1.	Affiliate Club	
2.	Agreement date	
3.	Affiliate Club's Contact Email	
4.	Affiliate's Club Location	
5.	Licence Fee	