

LICENCE AGREEMENT:

NAME:

COMPANY NAME:

DATE:

Sign and Return to

ANZL Ltd
C/o 33 Dent Street
Toowoomba Qld 4350

Australia and New Zealand Locksmiths Association (ANZLA)Ltd.
and
Australia and New Zealand Locksmiths Ltd.

SCHEDULE

In Witness Whereof the parties have executed these presents the day and year first herein before written.

ITEM 1 Licensed User

Name _____

Company Name _____

Address _____

_____ State _____ Post code _____

Signed for and on behalf of the Licensed User by:-

Name _____

_____ Dated _____

(Signature of Signatory of Licensed User)

In the presence of:

Name _____

(Signature of Witness)

Dated _____

Signed for and on behalf of THE COMPANY by:-

Name _____ Secretary

_____ Dated _____

(Signature of Signatory for Australian and New Zealand Locksmiths Ltd)

In the presence of:

Name _____

(Signature of Witness)

Dated _____

Australia and New Zealand Locksmiths Association (ANZLA)Ltd.
and
Australia and New Zealand Locksmiths Ltd.

THIS AGREEMENT: is made this day of

BETWEEN: AUSTRALIA AND NEW ZEALAND LOCKSMITHS LTD here after called THE COMPANY, having its registered office at c/- 61 Henley Beach Road, MILE END 5031 SA

AND: The persons whose name and address is set out in Item 1 of the Schedule (“the Licensed User”) of the other part.

WHEREAS:

Australia and New Zealand Locksmiths Ltd is the registered owner manufacturer of the ANZLA (ALA) profiles (as defined).

The Licensed User is a company, partnership or person who is a financial member of the Australia and New Zealand Locksmiths Association (ANZLA) Ltd and has successfully completed the ANZLA Trade Competency Test in Master Keying and or who meets specified criteria established by ANZLA from time to time, and has requested that ANZLA supply the profiles and components thereof for the Licensed User’s use and nominated as Licensed User for the purpose of being supplied with the profiles.

It is recognised by both parties that the ANZLA system is a security locking system. In order to preserve such security and the rights of THE COMPANY as registered owner of the Australia Designs, the parties are desirous of setting form in this Agreement the terms and conditions upon which the ANZLA profiles supplied by THE COMPANY to the Licensed User may be used by the Licensed User.

In consideration of THE COMPANY supplying the ANZLA system, profiles and components thereof for the Licensed User agrees as follows:-

1. (1) In this agreement unless the context otherwise requires the following words shall have the meanings ascribed to them in this Clause:-

“ANZLA profiles” means a lock cylinder, key blank, keys and pins which form part of the ANZLA system.

“the Australia and New Zealand Locksmiths Association System” means a six (6) pin locking system (comprising lock cylinders, key blanks, keys and pins) which is the subject matter (as to certain features) of the Australia and New Zealand Locksmiths Ltd design.

“the ANZLA System” means Australian Registered Designs relating to the ANZLA system (of which THE COMPANY is the owner).

“Stocks” means supplies of the ANZLA system, profiles or components thereof supplied by THE COMPANY to the Licensed User from time to time whether directly or through an intermediary.

“Supply Agreements” means the arrangements and agreements made between THE COMPANY and the Licensed user for the supply of the ANZLA system and / or profiles or components.

Australia and New Zealand Locksmiths Association (ANZLA)Ltd.
and
Australia and New Zealand Locksmiths Ltd.

“Third Party” means any person, firm, corporation or organisation which is not a party to this agreement.

When the context so requires words importing the singular shall include the plural and vice versa.

Words importing one gender shall include other genders and vice versa: wordings importing corporation shall include natural persons and vice versa.

DURATION OF AGREEMENT

2. (1) This agreement shall commence on the date hereof and shall continue until the nomination is withdrawn pursuant to Clause 8 hereof.

Notwithstanding the provisions of sub-clause 2 (1), the provisions of this agreement are hereby deemed to apply to all stocks whether supplied to the Licensed User before or after the commencement of this agreement.

SECURITY OF STOCK

The Licensed User covenants:-

To keep all stocks under the maximum degree of physical security possible at the Premises at all times.

Not to part with possession of any stocks otherwise than for the supply to the Licensed users clients in accordance with this agreement.

To allow representatives of ANZLA to inspect the premises from time to time for the purpose of evaluating the degree of physical security afforded by the premises.

To comply with all reasonable directions of ANZLA to improve the degree of physical security afforded by the premises to stocks.

Maintain stock lists and records of all stocks.

Conduct regular inspections of stock. Report to ANZLA any stock which ceases to be under the Licensed users control otherwise than in accordance with this agreement.

ACQUISITION AND DISPOSAL OF STOCK

The Licensed User covenants:-

To order supplies of the stock only for the purpose of fulfilling firm customer orders or maintaining a minimum quantity of stocks reasonably required by the Licensed User for the efficient conduct of its business.

not to cause or permit any keys, key blanks or other components or the ANZLA system to be made available to any third party in any way whatsoever other than by retail sale in accordance with this agreement.

Australia and New Zealand Locksmiths Association (ANZLA)Ltd.
and
Australia and New Zealand Locksmiths Ltd.

DISTRIBUTION OF KEYS

The Licensed User covenants:-

To purchase all key blanks used in the ANZLA system from THE COMPANY and identify such key blanks as having been issued by the Licensed User to his own company.

Not to sell or part with possession of any keys or key blanks which have not been cut for the final use to any third party.

Not to duplicate ANZLA keys cut by another licensed user.

MAINTENANCE OF RECORDS

6. (1) When sold as a "Restricted System" the Licensed User shall maintain for each ANZLA System supplied by the Licensed User sufficiently detailed records to show the following:-

the name and address of the owner of each ANZLA System.

the address at which each ANZLA System is installed.

the number of keys originally supplied.

The number of keys subsequently cut and supplied including the particulars of their coding and their key stamping.

The day of supply of each of the foregoing and of the customers order or letter of authority.

a written signatory authority form from the owner to whom the Licensed User sold the system naming those persons authorised to obtain duplicate keys for such system and containing specimen signatures of such persons.

6. (2) When sold as a 'Semi-Restricted System' the Licensed User shall maintain for each such ANZLA System supplied by the Licensed User sufficiently detailed records to show the following:-

the name and address of the owner of each ANZLA System

contact name and phone number

address of where system is installed or mainly used

the original date of supply

The Licensed User shall use best endeavours to protect the security and integrity of the ANZLA System.

The Licensed User will make available all records kept pursuant to Clause 6 to THE COMPANY

Australia and New Zealand Locksmiths Association (ANZLA)Ltd.
and
Australia and New Zealand Locksmiths Ltd.

for inspection when requested.

QUALITY

7. The Licensed User covenants:-

that it will do all things within its power to ensure that all key duplications by the Licensed User in connection with each ANZLA system is of the highest professional quality and in accordance with locksmithing standards as established from time to time by ANZLA.

that it will duplicate keys to code using its best technical resources and expertise.

Only cut keys from ANZLA key blanks provided by THE COMPANY.

WITHDRAWAL OF NOMINATION

8. (1) the nomination of the Licensed User may be withdrawn without notice by THE COMPANY at any time if the Licensed User:-

fails to observe any of the covenants, conditions or stipulation's contained or implied on its part in this agreement; or

ceases to conduct business in which it can use the systems or components thereto in accordance with this agreement; or

be guilty of an offence or contravention of the law punishable by imprisonment.

be unable to pay its debts as they fall due or become insolvent or compound with its creditors or assigns its assets for the benefit of this creditors: or

has a receiver or receiver and manager or investigator or liquidator or provisional liquidator appointed or if an application is presented for the appointment of a liquidator or provisional liquidator; or

being a sole trader ceases to be same or being a partnership changes its composition or being a company cease to be controlled by the person or persons who control the company at the date hereof; or

fails to pay any amount owing by the Licensed User to THE COMPANY pursuant to any agreement whether written or oral express or implied between the Licensed User and THE COMPANY for 30 days after the date for payment of such amount. Or in the absence of a date for payment being specified then 30 days after written demand has been made by THE COMPANY to the Licensed User for the payment of such amount; or

sells, manufacturers or services products covered by this agreement in contravention to any art of this agreement.

fails to maintain membership of the Australia and New Zealand Locksmiths Association.

Australia and New Zealand Locksmiths Association (ANZLA)Ltd.
and
Australia and New Zealand Locksmiths Ltd.

8. (2) Upon withdrawal of nomination this agreement shall terminate immediately as provided for in Clause (2) hereof and the Licensed User will within seven (7) days return all stocks to the purchasing source of such stocks for credit at the invoicing cost hereof.

Any costs involved in the return of stocks pursuant to Clause 8. (2) will be borne by the Licensed User.

NO ASSIGNMENT

The Licensed User shall not assign its rights and / or obligations hereunder without the prior written consent of ANZLA to such assignment.

NO VARIATION

No variation of the terms contained in this agreement shall be of any affect whatsoever unless in writing executed by the parties hereto or their permitted assigns.

EXCLUSIVE OF CERTAIN RELATIONSHIPS

Nothing in this Agreement shall constitute or be deemed to constitute an employer/employee relationship between THE COMPANY and the Licensed User for any purpose whatsoever.

SEVERANCE

Should any clause, sentence, provision, paragraph or part of this agreement for any reason whatsoever be adjusted by any Court of competent jurisdiction or be held by any other competent government authority to be invalid, unenforceable or illegal, such judgement or holding shall not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the clause, sentence, provision, paragraph or part of this agreement directly involved in the matter, controversy or proceeding in which such judgement or holding shall have been rendered, and the remainder of this agreement shall remain in full force and effect.

GOVERNING LAW

The interpretation and performance of this Agreement shall be governed by the law of the State or Country in which the Licensee use's the System.