

# HOLIDAY SUN WISE PROGRAMME AGREEMENT

This is a legal agreement between Australian Leisure Concepts (ALC) ABN: 77 049 110 881 and an establishment in which ALC's property will be stored.



Owner of equipment: SYDCAN Enterprises PTY LTD as trustee for the SYDCAN family trust T/A Australian Leisure concepts.

ACN: 115 446 627

Details of equipment: \_\_\_\_\_

Name of Establishment: \_\_\_\_\_

Address: \_\_\_\_\_

## AUSTRALIAN LEISURE CONCEPTS TERMS AND CONDITIONS

1. I agree to join Australian Leisure Concepts "Holiday Sun Wise" Programme.
2. I understand that there is a registration fee of \$ \_\_\_\_\_ for my property.
3. I agree to an exclusive supply for 5 years of all of the Holiday Sun Wise inclusions and future inclusions including and not limited to 1) Beach Umbrellas 2) Securing Devices 3) Boogie Boards 4) Cooler Bags 5) Deck Chairs. This clause will not apply in the event that ALC cannot supply the above mentioned or associated equipment. (refer clause 15)
4. I understand that the beach umbrellas supplied are supplied "free of charge" and that media space is available for Logo Branding.
5. I agree to maintain 1 Umbrella per room at all times for the FREE use of my guests to use on the beach.
6. I agree to take supply of a number of umbrella securing devices (supplied free of charge) and keep present at reception for the use of guests when using the umbrella.
7. ALC will not be held responsible or liable for any loss of the programme or subsequent losses incurred by an unexpected decision from councils or relevant bodies terminating approval of the umbrella supply.
8. I understand that at no stage do I or the above mentioned property own any part of the products supplied in the programme.
9. I agree to advising all guests that it is essential to use the umbrella securing device at all times.
10. I agree to display the supplied correct use of beach umbrella forms in a viewable and noticeable area within view of the umbrella i.e. inside of closet door where umbrella is stored.
11. I agree to the correct use of all equipment or text supplied by Australian Leisure Concepts or The Cancer Council.
12. I understand as a Sun Wise establishment I am required to maintain, actively promote and make available all of the products and text that Sun Wise status requires throughout the agreed 12 month period.
13. I agree to display safety and how to use instructions prior to umbrellas being available for guest use at all times.
14. I agree to promote the use of umbrellas at all times to my guests
15. This agreement shall only come into effect and be legally binding upon the parties once ALC gives you written notification that it has sufficient media endorsement and sufficient numbers in your region to proceed.
16. I accept that by signing this form I am in agreeance with all of the terms and conditions and as such will take delivery of all the programme inclusions at the time of delivery.
17. I agree to at all times to advise any guests utilizing the equipment that on windy days the equipment is not to be used.

We, the undersigned, agree to all the Terms and Conditions stated above:

Signed by ALC \_\_\_\_\_

Print Name/Position: \_\_\_\_\_

On this date: \_\_\_\_\_

Signed by the Establishment: \_\_\_\_\_

Print Name/Position: \_\_\_\_\_

On this date: \_\_\_\_\_

