

PRACTICE SAFE SUN AGENCY 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 and program administered.

Owner of equipment:

Sydcan Enterprises Pty Ltd ACN 115 446 627 as trustee for the Sydcan Family Trust T/as Australian Leisure Concepts

Details of equipment:

Number of Beach Umbrellas: _____

Number of Umbrella Securing Devices: _____

Number of Cancer Council of Australia Flyers: _____

Number of How to Use Brochures: _____

Number of Posters: _____

A4 logo flag? YES/NO _____

Miscellaneous _____

Details of establishment:

Name of Establishment: _____

Contact: _____

Position: _____

Phone number: _____

Fax number: _____

Mobile number: _____

Postal address: _____

Street address: _____

Email address: _____

We, the undersigned, agree to all Terms and Conditions stated right.

Signed by ALC

Print Name: _____

Print Position: _____

Date: _____ / _____ / _____

Signed by the Establishment:

Print Name: _____

Print Position: _____

Date: _____ / _____ / _____

TERMS AND CONDITIONS

1. We agree to join the "Practice Safe Sun" program ('the Program') and administer all required aspects of the program.
2. The term of this Agreement is one (1) year, with a five (5) year loyalty proviso that we will not otherwise take provision of similar product as described in this agreement (including but not limited to branded umbrellas). There after, this Agreement will be re-negotiated for any extension of the program period.
3. We agree to the exclusive supply by ALC of beach umbrellas and umbrella securing devices ('Equipment') throughout the term of this Agreement. ALC agrees to supply Equipment in amounts specified by this Agreement and we agree to accept delivery of this Equipment at the time of delivery.
4. We understand that all Equipment is provided free of charge and that media space on the beach umbrellas is available for logo branding which funds the program. Should the logo branding conflict with the Establishment's operation, ALC agrees to negotiate, in good faith, to find an alternative sponsor with branding better suited to the Establishment's operations. If this situation cannot be resolved both parties can terminate this agreement.
5. We understand that all Equipment supplied remains, at all times, the property of ALC, or its associated entities.
6. We understand that as a participant in the Program, we are required to actively promote the use of, to make available, and to take reasonable care of, any Equipment and any associated safety and use instructions supplied by ALC under this Agreement.
7. We agree to maintain the supply of the Practice Safe Sun program as a free service at all times to all who wish to utilise this service.
8. We agree to keep the beach umbrella securing devices (to be supplied by ALC) in an easy accessible area and to ensure that every user of the beach umbrella receives a securing device, and to advise users that it is essential to use these umbrella securing devices whenever the beach umbrellas are in use.
9. We agree to display/supply all supplied safety and how-to-use instructions to customers/users. In particular, we agree to advise users/patrons that the beach umbrellas are not to be used on windy days.
10. We understand that ALC will not hold us liable for the loss of Equipment due to theft, loss, or damage sustained in the ordinary course of use.
11. In the event of a change of ownership or management, this Agreement is assignable along with any other management rights throughout the term of this Agreement, including at lead times prior to supply of Equipment. This Agreement may be freely assigned from ALC to any related entity set up for the purposes of realising the Program.
12. We agree that neither ALC nor ourselves are required to carry out any obligation to the extent that we are prevented from doing so by circumstances beyond our reasonable control, including, but not limited to, any decision by government, preventing or limiting the use of Equipment.
13. I understand that if ALC is unable to attract sufficient media endorsement in our region to proceed, both ALC and us will have the right to terminate this Agreement at no cost, and that at termination, all rights, duties and obligations under this Agreement will be at an end.
14. We agree to have SPF 30+ Broad Spectrum Water Resistant Sun Screen available through our retail outlet. (Applicable for all PSS agencies whose commercial agreements allow retail).
15. I understand and agree to all of the clauses as stated here in this contract.

