

RESTAURANT/HOTEL AGREEMENT

with

CERTIFIED AUSTRALIAN ANGUS BEEF PTY LTD ACN 074 583 707

THIS AGREEMENT is made the _____ day of _____ 20____

BETWEEN: CERTIFIED AUSTRALIAN ANGUS BEEF PTY LTD
("CAAB Pty Ltd")
Registered Office: 389 Canterbury Road, Surrey Hills, Victoria, 3127.
Postal Address: Suite 1A Level 2, 802 Pacific Highway, Gordon, NSW 2072

AND Name

AddressPostcode.....

Tel: Fax:

Email.....

Mobile:("the Restaurant/Hotel")

RECITALS

- A CAAB Pty Ltd represents Registered Breeders of Angus cattle and wishes to promote the name of Angus beef as the highest quality beef and to promote the sale of Angus cattle bred from bulls registered with the Angus Society of Australia Inc.
- B CAAB Pty Ltd is the registered proprietor of the Certified Australian Angus Beef® Trade Mark specified in Schedule A ("the Trade Mark") in respect of Australian Angus Beef.
- C CAAB Pty Ltd has agreed to apply income generated from the Angus Branded Beef Program towards the promotion and marketing of Certified Australian Angus Beef®
- D CAAB Pty Ltd has agreed to licence every sector of the Certified Australian Angus Beef® supply chain ("the Licensees") in the use of the Certified Australian Angus Beef® product to ensure the quality and integrity of the product.
- E CAAB Pty Ltd has entered into a Certified Australian Angus Beef Licence Agreement with one or more processors and distributors ("the Licensed Processors and Distributors") experienced in the processing and marketing of beef, especially to exclusive outlets requiring a reliable supply of high quality beef.

- F Certified Australian Angus Beef Pty Ltd has agreed to designate approved suppliers of Angus cattle to the Licensed Processors and the Licensed Processors have agreed to use only Angus cattle from Angus Australia Members/ Licensed Suppliers.

AGREEMENT

1. APPOINTMENT OF THE RESTAURANT/HOTEL

- 1.1 CAAB Pty Ltd agrees to licence the Restaurant/Hotel on a non-exclusive basis for the use and sale of Certified Australian Angus Beef® and the Restaurant/Hotel accepts engagement on the terms and conditions set out in this Agreement.
- 1.2 During the term of appointment, the Restaurant/Hotel is permitted to advertise or otherwise promote its appointment by CAAB Pty Ltd and use any identifications, Trade Marks and/or logos approved by CAAB Pty Ltd for this purpose.
- 1.3 In order to assist in the sale of Certified Australian Angus Beef®, CAAB Pty Ltd will promote and publish the names of Restaurant/Hotels which have been licenced by CAAB Pty Ltd.

2. TERM

- 2.1 The engagement is effective from the date of this Agreement, and remains in force unless terminated under Clause 7 of this Agreement or by mutual agreement.

3 SUPPLY AND INTEGRITY OF PRODUCT

- 3.1 The Restaurant/Hotel agree to safeguard the integrity of the Trade Mark and the Certified Australian Angus Beef® product.
- 3.2 The Restaurant/Hotel agrees to purchase Certified Australian Angus Beef® only from Licensed Distributors and to use only Certified Australian Angus Beef® and no other beef or meat product in product offered and sold by the Restaurant/Hotel as being Certified Australian Angus Beef®.
- 3.3 The Restaurant/Hotel will provide to CAAB Pty Ltd, information and feedback that may assist the further development of Certified Australian Angus Beef® and enable CAAB Pty Ltd to accurately audit the purchase and sale of Certified Australian Angus Beef® product purchased and sold, and customer comment on the product.

4 RESPONSIBILITIES OF THE RESTAURANT/HOTEL

- 4.1 The Restaurant/Hotel agrees that all Certified Australian Angus Beef® marked product supplied to the Restaurant/Hotel less reasonable trimming is offered for sale as Certified Australian Angus Beef®.
- 4.2 The Restaurant/Hotel agrees to post a sign supplied by CAAB Pty Ltd for public viewing indicating the Restaurant/Hotel serves Certified Australian Angus Beef®
- 4.3 The Restaurant/Hotel agrees to offer a full money back guarantee for all Certified Australian Angus Beef® served whereby if the customer is not completely satisfied with the beef, their meal cost will be refunded.
- 4.4 The Restaurant/Hotel agrees that only CAAB Pty Ltd approved menu references to Certified Australian Angus Beef® may be used from a list of such references supplied by CAAB Pty Ltd, providing that alternative menu references to Certified Australian Angus Beef® may be specifically approved by CAAB Pty Ltd.

- 4.5 The Restaurant/Hotel agrees that a final draft of all proposed menus referencing Certified Australian Angus Beef® are to be approved by CAAB Pty Ltd prior to printing.
- 4.6 The Restaurant/Hotel agrees that only CAAB Pty Ltd approved point of sale materials are used where the Certified Australian Angus Beef® Trade Mark is displayed unless alternative materials developed by the Restaurant/Hotel and showing the Certified Australian Angus Beef® Trade Mark are specifically approved by CAAB Pty Ltd.
- 4.7 The Restaurant/Hotel agrees that where Certified Australian Angus Beef® is not the only beef product on the menu, Certified Australian Angus Beef® menu items will be clearly segregated from other beef menu items, and must be clearly identified by use of the Certified Australian Angus Beef® Trade Mark or the Certified Australian Angus Beef word mark.

5. SPECIFICATIONS OF PRODUCT

- 5.1 The Certified Australian Angus Beef® product purchased from a Licensed Distributor will be in cryovac bags bearing the Certified Australian Angus Beef® Trade Mark and those bags packed in cartons bearing the Certified Australian Angus Beef® Trade Mark.
- 5.2 Any other specification that may be advised by CAAB Pty Ltd from time to time.

6. LIMITATIONS

- 6.1 The Restaurant/Hotel releases and indemnifies CAAB Pty Ltd from and against claims demands and actions arising in relation to the marketing sale and consumption of Certified Australian Angus Beef® supplied under this Agreement including but without limiting the generality of the foregoing any claims demands or actions that relate to food health and food safety.
- 6.2 The Restaurant/Hotel agrees to only do what is set out in the terms of this Agreement in regard to CAAB Pty Ltd and Certified Australian Angus Beef®.
- 6.3 The Parties agree that CAAB Pty Ltd is neither an agent of the Restaurant/Hotel, nor the Licensed Distributor; and the Restaurant/Hotel agrees that CAAB Pty Ltd is not responsible for the payment by the Restaurant/Hotel of any other liability that may be incurred between the Licensed Distributor and the Restaurant/Hotel.

7. DEFAULT

- 7.1 If the Restaurant/Hotel fails to operate within the terms of this Agreement, CAAB Pty Ltd has the right to cancel the Agreement, subject to Clause 7.2.
- 7.2 If a default is not remedied within fourteen (14) days of a notice to remedy being delivered to the defaulting party, the non-defaulting party may terminate this Agreement.

8. GOVERNING LAW

- 8.1 This Agreement is to be governed by the laws of the State of Victoria and the Commonwealth of Australia as applicable.

Signed for and on behalf of
Certified Australian Angus Beef Pty Ltd
(Authorised Signatory)

.....
(Name – Please Print)

Signed for and on behalf of the
Restaurant/Hotel
(Authorised Signatory)

.....
(Name – Please Print)

SCHEDULE A

Australian Trade Marks

Number:	731806
Class:	29
Status:	Registered – renewal due 8 April 2017
The Trade Mark	CAAB & Device
Number:	751093
Class:	29
Status:	Registered – renewal 15 December 2017
The Trade Mark	CAAB & Ribbon
Number:	729753
Class:	29
Status:	Registered – renewal due 12 March 2017
The Trade Marks:	EXPORT GOLD
Number:	975169
Class:	29
Status:	Registered – renewal due 21 October 2013
The Trade Mark	Black Angus Series
Number:	729754
Class:	29
Status:	Registered – renewal due 12 March 2017
The Trade Marks:	BLACK LABEL
Number: Class:	840742
Status:	29
The Trade Mark	Registered – renewal due 29 June 2010 AAB & Ribbon
Number:	
Class:	916191
Status:	29, 31, 35 & 42
The Trade Marks:	Registered – renewal due 12 June 2012 CAAB



