

"ANNEXURE A"



TRADEMARK LICENCE AGREEMENT

Made and entered into by and between:

ASSOCIATION OF SOUTH AFRICAN TRAVEL AGENTS

and

_____ (Name of Applicant)

1. Definitions

In this Agreement, unless inconsistent with or repugnant to the context:

- 1.1 "ASATA" shall mean Association of South African Travel Agents;
- 1.2 "the Member" shall mean _____
- 1.3 "the Trademark" shall mean and include:
 - 1.3.1 The mark consisting of the logo "ASATA" the property of ASATA, in respect of which ASATA has applied for registration to the Registrar of Trademarks in classes 39 and 42; the application numbers being respectively 82/1811 and 82/1812; and
 - 1.3.2 The trademarks, if any, duly registered pursuant to such applications;
- 1.4 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the neuter.

2. Preamble

It is recorded that:

- 2.1 ASATA is a duly constituted voluntary organization of persons having perpetual succession.
- 2.2 ASATA was brought into existence by members of the travel industry in South Africa who subscribed to the view that it was their duty to regard the interests of the travelling public as being their paramount concern.
- 2.3 ASATA developed its logo, the subject matter of the Trademark, which has been used by ASATA since its inception and as such has become known to the travelling public, when used by a travel agent, as an indication of the good reputation and financial soundness of that agent.
- 2.4 To protect its rights and through it, those of its members in the trademark, ASATA is proceeding with the registration thereof.
- 2.5 The member is a member of ASATA in good standing.
- 2.6 The member wishes to be licensed to use the Trademark.

3. Grant of Licence

ASATA hereby grants to the Member/Partner for the period and subject to terms and conditions herein set out, a non-exclusive licence to use the trademark in connection with its business as a travel business (but not in connection with any other business it may undertake from time to time) for the purposes of indicating to its customers and potential customers that it is a Member/Partner of ASATA and as such, it subscribes to the Code of Conduct prescribed by and subject to the provisions of the Constitution of ASATA.

4. Use of trademark

During the currency of this Agreement the Member/Partner shall only make use of the Trademark in such a manner as ASATA shall approve and shall, if instructed by ASATA to do so, desist from using and/or displaying the Trademark in any particular manner in which it has been using it or intends using it. Should the Member/Partner fail to comply with any such instruction ASATA shall be entitled, without prejudice to any other rights it may have, to immediately cancel the Agreement.

5. Duration

5.1 The licence granted in terms of 3 (three) and this Agreement, shall commence on the date of approval of Membership / Partnership and both shall terminate forthwith upon the Member/Partner ceasing, for any reason whatsoever, to be a Member/Partner of ASATA.

5.2 This Agreement shall likewise terminate forthwith in the event of the Member being sequestered, or surrendering its estate or being wound up, whether voluntarily or compulsorily, or being placed under judicial management, or permitting a judgement, sounding in money, of any competent Court to remain unsatisfied without an appeal being lodged, where competent, for a period of 14 (fourteen) days or more.

6. Result of termination

Immediately upon this Agreement being terminated, for whatever reason it is terminated and without prejudice to any other rights ASATA may have in terms hereof or otherwise, the Member/Partner shall desist forthwith to use the Trademark (or any mark or logo which is calculated to deceive third parties as being the Trademark or the logo of ASATA) in any form or manner and in particular, but without derogating from the generality of the foregoing, the Member/Partner shall:

6.1 cease, should it be so doing, to exhibit the Trademark inside, outside and on its premises;

6.2 refrain from using the Trademark on any of its letterheads, business communications, brochures and all the other documents and publications of any other nature which it may produce or cause to be produced, including electronically;

6.3 not in any way, whether by reference to or use of the Trademark or otherwise, indicate it is still a member of ASATA.

7. Failure to comply with item 6

In the event of the member having ceased to be a Member/Partner in terms of point 6 (six) above, failing to comply with the provisions of point 6 (six), ASATA shall be entitled to make immediate application to any court of competent jurisdiction or such Order against the Member/Partner as ASATA may be advised.

Thus done and signed at _____ on the _____ day of _____
20____ in the presence of the undersigned witnesses.

Name of Person completing form

Signature

Position in Company _____

AS WITNESSES:

1.
Full Name **Signature**

2.
Full Name **Signature**