

**LICENCE AGREEMENT**  
(no modifications)

*Between*

**The Template Warehouse (ABN 83581576056)**  
(‘TTW’)

*and*

**The Purchaser**

**Please ensure you read all the licence agreement before purchasing from The Template Warehouse. A purchase indicates you have read and agree to abide by the conditions in this licence agreement, and any future amended lawful conditions. Please take special note of Section 26 of the licence agreement and the Special Conditions to which Section 26 refers. These Special Conditions are outlined in Schedule 1 of the licence agreement.**

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“**Moral Rights**” means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing at the Commencement Date or which may come into existence on or after the Commencement Date.

“**Parties**” means the parties to this Agreement.

“**Registered Training Organisation**” means a vocational education and training establishment registered under the Act or equivalent Australian Commonwealth or other State legislation.

“**Schedule**” means a Schedule to this Agreement.

“**Soft Copy**” refers to the format in which communications or information is distributed. For the purpose of this agreement, “Soft Copy” means electronic in a commonly available software program. Soft Copy materials may be distributed via different mediums such as via download, an email or burnt to a CD or DVD.

1.2 In this Agreement, unless the contrary intention appears:

- (a) a reference to a clause number is a reference to its subclauses;
- (b) words in the singular number include the plural and vice versa;
- (c) words importing a gender include any other gender;
- (d) a reference to a person includes bodies corporate and unincorporated associations and partnerships;
- (e) a reference to a clause is a reference to a clause or subclause of the clause in which that reference is made;
- (f) a reference to a subclause is a reference to a subclause of the clause in which that reference is made;
- (g) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and
- (h) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

## 2. TERM

This Agreement commences on the Commencement Date and subject to the terms and conditions of this Agreement will continue until the expiry date specified in Schedule 1.

### **3. LICENCE**

- 3.1 In consideration for the License Fee and subject to the terms and conditions of this Agreement, the Licensor grants to the Licensee, a non-exclusive, non-transferable license to use the Materials globally for the purpose the Materials was designed only. For example, a Project Management Plan Template is to be used to write the Project Management Plan for a project for the individual, their business or their employers business only. The Materials (i.e. Project Management Plan Template) is not to be distributed, resold, made available (via any other means either free or at cost) or used for any other purpose/s.
- 3.2 The Parties agree that:
- (a) the License granted in clause 3.1 does not include the right to:
    - (i) grant sub-licenses;
    - (ii) reproduce or copy the Materials.
  - (b) the Materials are not to be Commercialised by the Licensee; and
  - (c) the Licensee acknowledges and agrees that The Template Warehouse owns the Intellectual Property Rights in the Materials.

### **4. UPDATES**

The Licensor is under no obligation under this Agreement to maintain or to provide updates, if any, to the Licensee in relation to the Materials during the term of this Agreement.

### **5. LICENCE FEE**

The Parties agree that the Licensee shall pay the License Fee (plus GST if applicable) to the Licensor immediately upon placing an order for Materials. Returns and refunds will not be accepted after products have been dispatched and/or delivery has taken place.

### **6. OTHER COSTS AND CHARGES**

- 6.1 The cost for Materials is as per the current pricing schedule at the time of purchase and is inclusive of GST and is based on Soft Copy download from the Template Warehouse website.
- 6.2 The Licensee shall pay the Licensor 100% of the cost for the License Fee, Materials and GST (if applicable), upon placing an order. Returns and refunds will not be accepted after products have been dispatched and/or delivery has taken place.
- 6.3 Payment of all monies shall be by way of direct deposit. Credit terms will not be offered.
- 6.4 The Licensor will, upon full payment by the Licensee, dispatch to the Licensee the Materials immediately via Soft Copy download from The Template

Warehouse website. Where technical issues occur, the Licensor will dispatch within a reasonable time the Materials via an alternative electronic means.

- 6.5 The right to use the purchased Materials will only pass when full payment of the cost of the Materials (including the License Fee) has been made and accepted.
- 6.6 The Materials will be supplied in Soft Copy.
- 6.7 There is no minimum order number.

## **7. NO ENDORSEMENT**

The Parties agree that the Licensee will obtain prior permission in writing from The Template Warehouse, to claim any endorsements by or from The Template Warehouse or make reference to The Template Warehouse in any other publicity to promote or market its operations as a result of or in relation to this Agreement. Requests by the Licensee to the Licensor must be in writing.

## **8. ERRORS**

- 8.1 If at any time during the Agreement the Licensee becomes aware that there is an error in the Materials, the Licensee will endeavour to notify the Licensor of the perceived defect.
- 8.2 The Licensor will not be liable for any damage or loss caused by an error in the Materials.

## **9. INDEMNITY**

- 9.1 The Licensee agrees it will indemnify The Template Warehouse, the Licensor and its officers, employees and agents (“those indemnified”) from and against any loss or damage (including loss of profits, consequential loss or reasonable legal costs and expenses) or claims made by any person arising out of:
  - (a) the Licensee’s use of, or inability to use, the Materials;
  - (b) the content contained in the Material being inaccurate or incomplete;
  - (c) any breach by the Licensee of this Agreement; and
  - (d) any infringement or alleged infringement of the rights, including Intellectual Property Rights, of any person as a result of the Licensee’s use of the Materials.
- 9.2 This clause will survive termination of this Agreement.

## **10. EXCLUSION OF LIABILITY**

- 10.1 The Licensee acknowledges and agrees that the Licensor and its officers, employees and agents will not be liable for any loss or damage including loss of profits, or consequential loss howsoever caused, including through negligence, incurred by any person arising from:

- (a) the Licensee's use of, or inability to use, the Materials; and
  - (b) the content contained in the Materials being inaccurate or incomplete.
- 10.2 The Licensee acknowledges and understands that the Licensor does not give any warranties in respect to income or product growth associated with the resources.
- 10.3 The Parties agree that to the extent permitted by law, the Licensor excludes all implied terms (including conditions and warranties) applicable under this Agreement.
- 10.4 This clause will survive termination of this Agreement.

## **11. WARRANTIES**

- 11.1 The Licensee warrants that:
- (a) it will not infringe the rights including Intellectual Property Rights or Moral Rights of any person in the performance of this Agreement;
  - (b) it will not engage in activity, i.e. enter into any license, agreement or understanding with any person which is likely to conflict with its obligations under this Agreement; and
  - (c) it will not deal with the Intellectual Property Rights in the Materials in a manner that is inconsistent with this Agreement.

## **12. ACKNOWLEDGMENT**

- 12.1 The Licensee acknowledges that this Agreement does not:
- (a) mean the Licensee or any establishment conducted by it is a Registered Training Organisation or amount to recognition that the Licensee or any establishment conducted by it is a Registered Training Organisation; and
  - (b) authorise the Licensee to confer any award or to offer to confer any award.

## **13. SUSPENSION**

- 13.1 The Licensor may suspend this license for a period of not more than 28 days upon the issuance of a Show Cause / Suspension Notice, during which time the Licensee agrees not to use the Materials.

## **14. TERMINATION**

- 14.1 The Licensor may terminate this Agreement immediately by notice in writing to the Licensee if:
- (a) the Licensee is in breach of any term of this Agreement and such breach is not remedied within seven (7) days of notification by the Licensor;

- (b) the Licensee Commercialises the Materials and/or modifies or alters the Materials (other than for personal use);
- (c) the Licensee becomes, or is to become subject to any form of insolvency administration;
- (d) the Licensor, in its discretion, gives seven (7) days written notice to terminate the Agreement;
- (e) the Licensor has reasonable grounds for believing that the Licensee is using the Materials in an inappropriate manner.

14.2 Upon termination of this Agreement, the Licensee must:

- (a) immediately discontinue use of the Materials;
- (b) return to the Licensor, upon request, all copies of the Materials;
- (c) destroy or permanently delete all copies of the Materials; and
- (d) do such further things as may be reasonably requested by the Licensor to protect its interests and its Intellectual Property Rights in the Materials.

14.3 In the advent of 15.2 (b) occurring, the Licensee is not entitled to be reimbursed the original costs associated with purchasing Materials from the Licensor.

## **15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties on the subject matter.

## **16. ASSIGNMENT AND NOVATION**

The benefit of this Agreement must not be assigned or novated by the Licensee.

## **17. WAIVER**

No right under this Agreement shall be deemed to be waived except by notice in writing signed by the Licensor.

## **18. VARIATION**

The provisions of this Agreement shall not be varied, except by agreement in writing signed by the Parties.

## **19. CONFIDENTIALITY**

All parties agree to keep confidential, and not to disclose to any person the facts of the agreement, the terms of this agreement or any matter incidental thereto. In addition, the Licensee agrees to keep confidential all information pertaining to the Licensor (including, but not limited to) the Materials.

## **20. DISPUTES**



Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the Parties or their representatives must be submitted to mediation through an independent mediator chosen by agreement between the Parties, the costs of which will be borne equally by both Parties.

## **21. NO RELATIONSHIP**

Nothing in this Agreement constitutes a Party, the partner, employee, agent, or legal representative of the other Party for any purpose or creates any partnership, agency or trust, and no Party has any authority to bind the other Party in any way.

## **22. GOVERNING LAW**

This Agreement will be governed by and construed according to the law of the State of Queensland, Australia.

## **23. NOTICES**

23.1 A notice or other communication under this Agreement is effective if it is in writing, signed by or on behalf of the Party and is either delivered by hand, posted, or a copy transmitted electronically to the Party at the registered office of the Party or posted to the address set out in the Agreement or other such address as is notified by the Party in writing from time to time.

23.2 A notice sent by:

- (a) mail will be regarded as being given when delivered at the address to which it is sent; and
- (b) transmitted electronically will be regarded as been given when the machine on which the notice is sent reports in writing that the notice has been transmitted satisfactorily.

23.3 The address for the Licensor under this Agreement is set out below or as the person notifies the sender:-

Licensor:           **The Template Warehouse**  
Address:           PO Box 199, Petrie, Queensland, Australia  
Email:              coolthingsfast@gmail.com.au

## **24. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signature on the counterparts were a single copy of this agreement. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as. Signatures on the same counterpart and on a single copy of this Agreement.

## **25. SPECIAL CONDITIONS**

The Licensor and the Licensee agree to be bound by the Special Conditions set out in Schedule 1.

## **26. SIGNATURE AND AGREEMENT EXECUTION**

This Agreement is deemed to have been executed (agreed to and signed by the parties) as an agreement by the Parties upon purchase or in the case of free templates the download of Materials by the Licensee via the Template Warehouse website [www.thetemplatewarehouse.com.au](http://www.thetemplatewarehouse.com.au)

A purchase indicates the Licensee has read and agrees to abide by the conditions in this licence agreement, and any future amended lawful conditions.

## SCHEDULE 1

1. Commencement Date: The date the Material/s are downloaded from The Template Warehouse website:  
[www.thetemplatewarehouse.com.au](http://www.thetemplatewarehouse.com.au)
2. Expiry Date: There is no expiry date, or until terminated in accordance with clause 15 of this license agreement (whichever occurs first).
3. Materials: Soft Copy forms and templates available on the Template Warehouse website:  
[www.thetemplatewarehouse.com.au](http://www.thetemplatewarehouse.com.au)
4. License Fee: The price as listed on the Template Warehouse website.
5. Copyright Ownership Notice: © Copyright in the materials supplied to the Licensee is held by The Template Warehouse.  
  
Copyright protects this document.

### Special Conditions

1. The Licensee agrees not to access, download or use the Materials unless the Licensee has read and signed (downloading of Materials from The Template Warehouse website [www.thetemplatewarehouse.com.au](http://www.thetemplatewarehouse.com.au) constitutes a signature) this licence agreement.

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