



AUSTRALIA'S SERVICE STANDARD

AussieHost National

TRAINING PROVIDER & OPERATIONAL AGREEMENT

1. This License is issued by the Licensor to:
- 2.

Name: _____

Address: _____

Telephone: _____ Facsimile: _____

Email: _____

This document constitutes the entire agreement between the parties and no earlier representation, warranty or agreement, in relation to any matter dealt with in this agreement, has any force or effect from the date of this agreement.

For the purposes of fulfilling the following agreement, the Licensor hereby grants to the above Organisation/Person the rights to use intellectual property in general, the copyright, trademarks, certification and other AussieHost materials referred to in Appendix A, but only for the purposes of the presentation of the AussieHost range of products.



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- 1.1 This agreement does not create a fiduciary relationship between AussieHost and the Training Provider.
- 1.2 The Agreement provides for non-exclusive rights to sell and present the products and services listed in Appendix A to specified groups of businesses within the territory of:

Those businesses to which sales approaches cannot be made are listed on Appendix C and updated from time to time.
- 1.3 The Training Provider will agree to devote sufficient time to the marketing, co-ordination and installation of AussieHost products to meet the targets set of the products detailed in Appendix A.
- 1.4 In the event of disputes between the Licensor and the Training Provider the decision of AussieHost will be final.
- 1.5 This Agreement is valid for an initial period of 12 months.
- 1.6 AussieHost may at the end of the initial period (above) extend the License on an annual basis subject to satisfactory performance. The conditions of the License renewal will include annual sales targets to be established for the renewal term.
- 1.7 Training Providers will not offer to sell, conduct or develop anywhere in Australia, training programs that are similar or encompass similar concepts to those products offered by AussieHost without express permission from AussieHost.
- 1.8 The Agreement may be terminated by the Training Provider upon 60 days written notice. AussieHost may terminate this License by providing 60 days written notice.
- 1.9 AussieHost may immediately terminate the Agreement without notice if the Training Provider:
 - 1.9.1 If the Training Provider, following fourteen (14) days written notice requiring it to do so, or on more than two (2) occasions within 12 months, fails to perform any of its agreements or obligations under this Agreement.
 - 1.9.2 If the Training Provider fails to pay any sum of money due to the Licensor, within 60 days of due date.
 - 1.9.3 If the Training Provider ceases conducting the Business.
- 1.10 Upon expiration or earlier termination of this Agreement, all rights and interests of Training Providers shall terminate and Training Providers shall immediately:



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- 1.10.1 Cease operation of the Business, and the use in any capacity of the AussieHost name or brand or related marks.
- 1.10.2 Cease using any other intellectual property of AussieHost, returning all manuals, stationery, forms, advertising matter, bulletins, software programs procedures and any other property received by the Training Provider in connection with the Business (without retaining any copies).
- 1.10.3 Cease to conduct any products or training programs or use any training or consultancy systems that are provided by AussieHost.
- 1.10.4 Change any public record or entry, which indicates any association with AussieHost.
- 1.11 Training Providers will only purchase their stocks from the Licensor (or authorised agent).
- 1.12 AussieHost may, from time to time, introduce additional products, enhanced materials or programs. Training Providers will be required in consultation with Licensor to add these additional products and enhancements to their product/service range.
- 1.13 AussieHost and ARA logos are trademarks. No reproduction can be undertaken without the express approval of AussieHost.
- 1.14 AussieHost is the owner of various intellectual property rights, including the "AussieHost" name and brand, the AussieHost Brand Partners Scheme and copyright and all AussieHost Program Materials from time to time including those referred to in the First Schedule.
 - 1.14.1 The Training Provider acknowledges AussieHost's ownership of its intellectual property.
 - 1.14.2 The Training Provider acknowledges that in connection with the Licence System, AussieHost will be providing the Training Provider with substantial Confidential Information of AussieHost, and that the disclosure of this information to third parties has the potential to cause AussieHost substantial economic harm. The Training Provider will not impart this Confidential Information to any third party without AussieHost's express prior written consent, and then only on the basis that the Training Provider shall ensure, and the third party receiving the information will agree to likewise protection of all such Confidential Information for the benefit of AussieHost.



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2. Marketing

- 2.1 Training Providers will undertake, in association with the Licensor to market, promote, actively sell and deliver/install the full range of products and services covered by this agreement.
- 2.2 Training Providers will co-ordinate and administer the marketing, promotion and implementation of products in their territory in a businesslike manner.
- 2.3 Training Providers will ensure any advertising, promotion or direct mail they undertake in their territory does not mislead the consumer.
- 2.4 No advertising or listing in any telephone or other directory, including Yellow Pages that use the words "AussieHost", will be placed without the written approval of AussieHost.
- 2.5 Training Providers will, in consultation with Licensor ensure all materials that they may distribute to clients and prospective clients meet the AussieHost standards and reflect acceptable commercial quality in layout, content and presentation.
- 2.6 The success of the AussieHost marketing effort is dependent on an exchange of information. Training Providers will keep AussieHost informed regularly advising:
 - a. Special promotional activity
 - b. Required information about course participants
 - c. Territory market trends
 - d. Potential sales opportunities.
- 2.7 Training Providers will construct and then continue to maintain a complete territory database by providing AussieHost with complete information on all potential AussieHost clients in their territory.
- 2.8 The Licensor will keep Training Providers informed of:
 - a. National market trends
 - b. Planned national promotions/advertising/direct mailings
 - c. Sales & Marketing Opportunities

and will pass to Training Providers leads and enquiries received from within their territory.



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3. Quality and Service

- 3.1 Only a person accredited by AussieHost may present or facilitate specific courses based on their level of accreditation.
- 3.2 AussieHost reserves the right to audit each Trainer's delivery of the course and the service being provided.
- 3.3 Each course shall cover the entire course content in the prescribed order and be presented in the manner set down by AussieHost in the AussieHost Trainer/Leader Guide attached to each product.
- 3.4 A full participant's kit must be provided to each course participant.
- 3.5 Training Providers are responsible for the maintenance of quality in the covered by their Agreement. They will therefore regularly audit their Trainers and will provide AussieHost with audit reports on all Trainers that they have used in their territory during the previous year.

In addition, AussieHost reserves the right to audit delivery of any product at any time.

- 3.6 Each product must be presented as outlined in the relevant Trainer's Guide. Product content or presentation may not be changed, deleted, or added to, without the express and written agreement of AussieHost.

4. Quality of Licensor / Training Provider Operation

- 4.1 The integrity of AussieHost is dependent on the quality of service and performance of AussieHost Franchisees, Training Providers and Trainers. All those associated with AussieHost must themselves behave and be a product of the AussieHost product in terms of the service they provide.
- 4.2 Training Providers must at all times ensure that:

- Correspondence
- Reports
- Presentations
- Written proposals
- Documentation

are produced to match the professional standard of materials produced by AussieHost.

- 4.3 Brochures, fact sheets or other promotional material distributed by Training Providers must be original materials. Training Providers may not use photocopies of AussieHost promotional materials. This clause does not preclude a Training Provider developing their own promotional materials and photocopying these for circulation within their territory following approval AussieHost.

5. Course Materials

- 5.1 Participant kits and other materials will be purchased for courses in the prescribed packs from Licensor at prices established between Licensor and the Training Provider.
- 5.2 Suggested Prices and trade terms are set down in the price list, which is included as Appendix D to this agreement. Prices may be changed, however, 60 days notice will be given of any price change.

6. Courses and Participants

- 6.1 The dignity of participants is important and Training Providers and their Trainers are required to show appropriate professional and cultural sensitivity in the delivery of all courses.
- 6.2 Trainers will have participants complete a course record form at the first session of each course. Certificates with the participant's name will then be supplied from AussieHost ready for the Trainer to sign and present either at the end of the last session of the course or at another designated time.
- 6.3 The minimum and maximum number required to conduct a course is set down in Appendix E.
- 6.4 A schedule of public course dates will be provided by the Training Provider for a 'rolling' quarter. AussieHost will have these collated and published each month in a variety of ways including Direct Mail, appropriate magazines and on the AussieHost Website.
- 6.5 As there is no prescribed pass or fail level for the course, the Training Providers and their Trainers are responsible for the standard of courses and for ensuring that participants undertake all components of the course to an adequate level.

- 6.6 Should an employee attending a course, paid for by their employer, fail to meet an adequate level of course participation the Trainer shall discuss the issue with the Training Provider. The Training Provider will then approach the employer. Assistance of AussieHost may be requested in these circumstances and granting of a certificate may be withheld.

7. Trainers

- 7.1 AussieHost reserves the right to appoint or approve the appointment of all Trainers involved in product delivery. This applies to Trainers proposed by Training Providers for local training and by Corporate and/or educational institutions for in-house training purposes. AussieHost reserves the right to refuse candidates selected to become Trainers, or to require that trained Trainers not be used should they prove to be unsuitable at training or in the future. Selection criteria for Trainers appointed will be provided to Licensor.
- 7.2 All potential AussieHost Trainers who wish to be considered for accreditation to deliver AussieHost products must first participate in the relevant workshop followed by appropriate training. All potential Trainers will be assessed as to their suitability by AussieHost Trainers and informed at each stage whether they will advance to the next stage of training.
- 7.3 At the end of Trainer training, should the Trainer be suitable, the AussieHost Trainer will advise the candidate whether they are ready to present the workshop on their own or need the added experience gained by team-teaching, for a specifically discussed time period or until they reach an agreed standard.
- 7.4 Trainers must renew their Trainer certificate annually. Renewal is based on assessment and on presentation and content criteria as specified at Trainer training and updated from time to time.
- 7.5 AussieHost reserves the right to require Trainers to attend Trainer training meetings and Advanced Proficiency courses as part of continuing quality control. AussieHost reserve the right to advise Trainers on additional materials and performance techniques, particularly in light of participant feedback.

- 7.6 AussieHost Trainers should present a minimum of 4 workshops per year. Once a Trainer has not led a course for a year and/or the material has changed significantly, the Trainer must participate in a retraining process before they can again lead courses.
- 7.7 Licensor is responsible to ensure the Training Provider and their Trainers maintain quality control standards of delivery and attend Trainer training meetings and Advanced Proficiency courses to ensure their continuing high standards of delivery.
- 7.8 Should a Trainer, at any time not meet any of the above criteria, AussieHost will advise the Training Providers in writing, giving two months notice that either the Trainer must meet the quality standards or the Trainer must not be engaged to lead any further workshops.
- 7.9 AussieHost requires that a contract between the Training Providers and the Trainer exist to cover the needs of both parties and to provide a strong framework for the relationship. This agreement should cover responsibilities, remuneration, duties, performance criteria, grievance processes and protection of copyright.

8. Administration

- 8.1 Training Providers should have either a phone number that is professionally answered during working hours or an answer phone with a professional message. All greetings must indicate that this is a AussieHost office. Working hours are deemed to be 8.30 am to 5.30 pm, Monday to Friday, excluding public holidays.
- 8.2 Training Provider will, at the beginning of the financial year provide a sales forecast to the Licensor.

A six monthly review of the forecast will be conducted between the Licensor and the Training Provider.

- 8.3 Training Providers must follow standard business accounting procedures, obtaining a ABN and GST numbers if necessary and paying tax for their Trainers, or adding GST to the Trainer's fee, if they are GST registered, according to the conditions of their contract.
- 8.4 Training Providers must, at all times, follow established procedures in the distribution of correspondence materials and supporting documents that match the professional standard of materials provided by AussieHost .



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9. Copyright

9.1 Training Providers will be vigilant in the policing of copyright and immediately report to AussieHost any infringements that come to their attention.

9.2 The Training Provider agrees to be bound by the copyrights on all materials. The materials used in the workbooks and the product videos **MAY NOT BE COPIED OR USED IN ANY WAY.**

10. Training Providers are not agents of AussieHost and will not indicate by work or actions that they are in anyway authorised or empowered to create any obligation or liability on behalf of AussieHost.

11. This Agreement or any of the materials covered by this Agreement may not be directly or indirectly transferred or assigned to another party without prior written consent of AussieHost.

12. The Training Providers shall indemnify the AussieHost for and against any liability or obligation and all claims, damage costs or expenses arising out of or in connection with the operation of the Training Provider's business.

13. AussieHost shall have the right to institute a system for regular interactive quality control assessments, the purpose of which is to assess and discuss the operation of the Training Provider, this agreement and related issues.

14. The parties agree that nothing in this Agreement implies a relationship of partnership agency employment or otherwise between them except as specifically set out above.

15. This agreement commences _____ and is valid until _____



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I/we have read the above agreement in full outlining the mutual obligations and responsibilities of the Franchisee Organisation and AussieHost. The undersigned agree to abide by the terms and conditions of this agreement.

Training Provider
Organisation: _____

Signature: _____ Date: _____
(Training Provider)

Signature: _____ Date: _____
(AussieHost)

Signature: _____ Date: _____
(Licensor)



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APPENDIX A

Products and Services covered by this Agreement:

- AussieHost Customer Service Training Program
- AussieHost Business Certification



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APPENDIX B

Minimum performance criteria

To remain as an Accredited AussieHost Training Provider, the following minimum workshop places must be sold and delivered annually

Minimum Workshop places _____ per year.



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APPENDIX C

The following accounts or prospective accounts may not be directly approached without prior reference to the Licensor

- Westfield Malls
- State Tourism Industry Councils
- Tafes



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APPENDIX D

Recommended selling price for AussieHost products and services:

AussieHost Products	Licensee Costs	Recommended Selling Price
AussieHost Customer Service Skills	\$70.00	\$295
AussieHost Business Accreditation Initial	\$155.00	\$295
AussieHost Business Accreditation Renewal	\$95.00	\$195



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APPENDIX E

The recommended minimum and maximum attendance at all courses is set out below.

AussieHost Workshops	Minimum	Maximum
AussieHost Customer Service Skills	1	20



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APPENDIX F

Special Conditions