



PO Box 581, Mossman, QLD 4873
e: info@horsenorth.com.au
m: 0474 634 766
www.horsenorth.com.au

Club *HN* Participating Business Terms & Conditions

Horse North is the sole and exclusive owner of all right, title and interest including all intellectual property rights in and to the contents, logos, style, design, look and feel, trade names and trademarks to a certain Programme (including and all future versions thereof) called "*Club HN*"

While the parties shall work hand-in-hand for the benefit of both, the parties acknowledge and agree that the participating businesses shall, from a legal perspective, act as and shall be an independent contractor and not an employee or agent of *Horse North*. Nothing in these Terms and Conditions shall create a partnership, joint venture, agency, or franchise between the parties in the legal sense of these terms. The participating businesses shall not sign any document in the name of or on behalf of *Horse North* nor shall it hold itself out as being an agent of *Horse North* or as having apparent authority to contract for or bind *Horse North*.

The *Club HN* participating business:

1. Agrees to provide a real and meaningful offer that is ideally exclusive to *Club HN* Members. We would prefer the discount offer shall not be a generally available benefit which has been 'repackaged' for the purpose of gaining access to the *Club HN* businesses participation programme.
2. Agrees to provide a **discount or value adding offer** valid for a minimum period of 1 month from the date of joining the programme.
3. Agrees that the discount must specify a 'percentage' or 'dollar value' discount. Wording such as 'varying levels of discount', 'up to X%', 'approximately X%' or 'X% to X%' should not be used.
4. If providing a discount - agrees to provide a discount of 5% or more or a discount which equates to \$5 or more off the normal price. Those offering a 'dollar value' discount must equate it in value to a 5% or more discount. (This applies to commercial enterprises only and excludes not-for-profit organisations.)
5. Agrees to word the discount or **value adding offer** in plain and simple language.
6. Agrees that all discount offers shall give equal treatment to cash and credit card transactions (if credit cards are accepted by the business as payment).
7. Accepts the responsibility to ensure that the offer will be readily available to *Club HN* Members and that all existing and new staff will be made aware of the discount.
8. Agrees to the details of the offer being listed on the *Horse North* website and Facebook page and in communication from *Horse North* to *Club HN* Members at the sole discretion of *Horse North*.



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9. Agrees that all promotional artwork relating to the participating *Club HEN* business is supplied as high resolution suitable for web promotion or charged at an agreed rate.
10. Agrees to clearly display the "*Club HEN* business" (decals/posters) in all business outlets (if supplied).
11. Agrees that all discounts or value adding offers are subject to approval by *Horse North*, who reserves the right to reject any discount or business it deems inappropriate.
12. Agrees to keep *Horse North* and its contractors fully indemnified against any costs (including legal fees), claims, damages and expenses that may be incurred by *Horse North* and/or its contractors as a result of the business provider failing to perform its obligations under this agreement and/or in connection with the supply, or any failure to supply, the offer.
13. Agrees that the offer may not be changed, substituted or withdrawn without the prior written consent of *Horse North*.
14. Agrees that the details of the offer are not changed more often than monthly; the participating business will receive no more than one monthly FOC update to the *Horse North* website *Club HEN* page and *Horse North* social media pages.
15. Agrees to immediately remove all "*Club HEN* business" logos and decals from display when participation in the *Club HEN* programme ceases.
16. Acknowledges that the business is registered and has an ABN.
17. Acknowledges that, where applicable, the business is licensed and insured to carry out the trade advertised (for example, electricians, plumbers, financial advisors, trainers, instructors and accountants).
18. Agrees to allow *Horse North* to make enquiries and exchange information with any relevant legal & governing bodies.



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I have read and understood these terms and conditions.

Signed:

Name (please print)

Company:

Date of joining as *Horse North* participating business: