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## ANZAP Trade Mark

### Licence and Usage Rules and Guidelines

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If you have any questions regarding the use of the Australia and New Zealand Association of Psychotherapy Ltd (ANZAP) Trade Marks, please contact:

President  
ANZAP  
PO Box 4087  
Homebush South NSW 2140

Email: [president@anzapweb.com](mailto:president@anzapweb.com)

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# Part 1: Guidelines for the Use of the ANZAP Registered Psychotherapist<sup>®</sup> Trade Mark

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## What is the ANZAP Registered Trade Mark?

ANZAP has registered the trade mark “ANZAP Registered Psychotherapist<sup>®</sup>” as a visual means for members to be identified as professional psychotherapists who are members of ANZAP and meet our ethical, professional development, and supervisory standards.

## Why ANZAP has a Registered Trade Mark?

The key reason for having the trade mark is to establish a publicly recognisable sign that will distinguish ANZAP psychotherapists from others. Unfortunately, in Australia, there is no public registration or standard applying to the use of the terms psychotherapy and psychotherapist. As a result, it is possible, and happens, that people with little or no training can identify themselves as practicing psychotherapy.

A publicly recognisable trade mark helps to protect the professional integrity of ANZAP members and to establish a publicly recognisable symbol and standard.

The approach is similar to that taken by the Australian Association of Social Workers (AASW) who are in a similar situation to ANZAP and use their registered trade marks to protect the status of their members.

It is expected that over time the public will come to recognise the trade mark as a standard to be sought out and valued for the professionalism and training that use of this trade mark symbolises.

## Impact on Other Professional Organisations

ANZAP’s registration of the form of words “ANZAP Registered Psychotherapist” is not designed to limit or prevent members of other professional psychotherapy organisations from using the words psychotherapist or psychotherapy. Indeed, we have specifically chosen to register a form of words that uniquely identifies our members who are licenced to use the trade mark without any constraint on other people using the terms psychotherapist and psychotherapy utilising an appropriately distinct forms of words that do not imply that they are ANZAP registered or ANZAP members.

ANZAP recognises and values the diversity and development of appropriate modes of practice by colleagues in other organisations such as ANSJA, NSWIPP and other like-minded organisations.

## Who Can Use the ANZAP Registered Trade Mark?

The use of the ANZAP Registered Trade Mark is available to those members who meet and continue to meet the following conditions:

- ANZAP Clinical or Provisional Members who are financial members at the time of use
- Australian Members Only (see note below about New Zealand members)
- Are members who have trained with ANZAP or whose qualifications ANZAP has recognised as equivalent to ANZAP trained members
- Have registered with ANZAP to use the Trade Mark
- Fully comply with ANZAP's professional development requirements
- Fully comply with ANZAP's supervisory requirements
- Agree to comply with ANZAP's code of ethics

Note: That members who register to use the trade mark must ensure that it is only applied to their name and not to any practice name.

### Aotearoa/New Zealand Members

The ANZAP Trade Mark is registered with IP Australia and is not currently registered in New Zealand. As a result, use of the registered trade mark could be illegal in Aotearoa/New Zealand. ANZAP may consider registration of the trade mark in NZ at a later time, but the situation is complicated by the registration of psychotherapists by PBA NZ. The regulation of psychotherapists in NZ reduces the value and need for the trade mark and may potentially not be possible.

## Registering to Use the ANZAP Trade Mark

In order to use the ANZAP Trade Mark, eligible members are required to register by completing the application form at the end of this document and agreeing to the Licensing Agreement and Conditions of Use of the ANZAP Trade Mark and agreeing to abide by its terms and conditions, as set out on page 6 of this document. This is a once off application which remains in force while ever the applicant remains a member of ANZAP.

All eligible ANZAP members who choose to use the trade mark must adhere to the conditions of use contained within this guide, as this will ensure that your legal requirements are met and that the integrity and value of the trade mark is maintained.

### Why a Separate Registration Process?

Members may ask, given that the conditions for clinical and provisional membership are effectively the same as the requirements for being licenced to use the trade mark why there is a separate system. Essentially the granting of a trade mark to ANZAP places an obligation on ANZAP to ensure that it has a record of who is licenced to use the trade mark. The protective aspects of a registered trade mark can only be maintained where ANZAP can demonstrate that it has and will take all steps to protect the integrity of the trade mark.

As not all members may choose to utilise the trade mark, we cannot rely on the register of members as a register of those licenced to use the trade mark and will accordingly maintain a separate register of those licenced to use it.

## Where and How can the Trade Mark be Used?

The trade mark can only be used in accordance with the licensing agreement and conditions of use. There are a range of ways the trademark can be used, including on:


- Office signage
- Websites and other social media (in line with the ANZAP Code of Ethics)
- Email signatures
- Business cards
- Independent/private practice letterhead and stationery
- Individual signatures on reports
- In publishing or in advertising (in line with the ANZAP Code of Ethics)
- Promotional brochures
- Listing in a public directory


### Format of the Trade Mark

The ANZAP trade mark is

ANZAP Registered Psychotherapist®

The trade mark is purely the set of words themselves. There is no image associated with the trade mark.

However, it is essential that the  symbol is placed at the end of the words to indicate that the words are a registered trade mark.

In MS word this can most easily be achieved by typing the following characters in sequence (R). Word will normally insert the  symbol to replace this sequence. Other packages will have their own mechanism for inserting this symbol.

### Examples of Usage

1. After your name:

Dr J Citizen (ANZAP Registered Psychotherapist®)

**or**

Dr J Citizen  
(ANZAP Registered Psychotherapist®)

(Preferred format)

2. Complex requirements:

Where members have other titles that necessarily must be presented on their letters,

business cards or other material (e.g. AHPRA registration or other professional body memberships). The trade mark may be placed in an appropriate alternative location provided that it clearly indicates the individual practitioner and not an organisation or practice name.

## Protecting Our Trade Mark

In order to protect the ongoing registration of the trade mark and maintain the integrity of the use of the trade mark in the public's mind, ANZAP will robustly defend and vigilantly monitor the use of the trade mark. Strict compliance with the licenced use of the trade mark is critical in order to ensure it retains the integrity, impact and purpose.

It is the responsibility of each individual licensee to comply with the terms and conditions of the license to use the ANZAP trade mark.

In addition, ANZAP will regularly monitor compliance with the Licensing Agreement and Conditions of Use of the ANZAP Trade Mark (as outlined in Part 2 of these Guidelines).

Any unauthorised use or infringement of the trade mark may be subject to disciplinary action by ANZAP under the Constitution or Code of Ethics, or legal action if applicable

# Part 2 - Licensing Agreement and Conditions of Use of the ANZAP Trade Mark

## Licence Agreement and Conditions of Use

1. “ANZAP Registered Psychotherapist®” is a trade mark registered in the name of ANZAP (referred to as “the trade mark”). The trade mark remains at all times the legal property of the Australia and New Zealand Association of Psychotherapy Ltd (ANZAP).
2. The trade mark is available to eligible members of ANZAP who are licensed by ANZAP to use the trade mark (referred to as a “licensee”). Eligible licensees of this trade mark must have completed an ANZAP psychotherapy qualification (or completed a qualification assessed by ANZAP as comparable to the ANZAP training, including but not limited to any bridging program) agree to abide by the ANZAP Code of Ethics (which can be viewed at [www.anzapweb.com](http://www.anzapweb.com)), confirm they are not currently subject to any sanction for an ethics breach, and confirm they have met and will continue to meet ANZAP’s ongoing professional development and supervisory requirements.
3. A licence entitles the licensee to use the “ANZAP Registered Psychotherapist®” trade mark only for as long as the licensee is an eligible ANZAP member and continues to meet the conditions set out in this licence.
4. The trade mark is for individual use only and is not to be used as a practice or company endorsement, or to advertise any professional development course in relation to the promotion of any event.

A licensee’s right to use the trade mark is not exclusive. A licensee may not assign or transfer his or her right to use the trade mark. A licensee may not sub-license any third party to use the trade mark

5. Licensees must continually maintain the currency of their eligibility to use the trade mark.
6. Licensees agree to their name being placed on a public register of the trade mark users which will be accessible on the ANZAP website.
7. Where a licensee ceases to be eligible to use the trade mark they are licensed to use, the license will terminate and the trade mark must be removed from all stationery, signage, websites and all electronic or digital media (as applicable) no later than one (1) month from the cessation of their eligibility.

8. To protect the integrity of the trade mark and its recognition in the community and across the psychotherapy profession, the trade mark may only be used strictly in accordance with the conditions of use as set out in this guide.
9. The trade mark must not be used in any way which could:
  - Bring ANZAP into disrepute; or
  - Be in breach of any of the provisions within the ANZAP Code of Ethics; or
  - Suggest ANZAP endorsement of any person who is not eligible to use the trade mark.
10. ANZAP will at its sole discretion, conduct audits of licensee's eligibility to use a trade mark at any time.
11. If a licensee breaches, or otherwise fails to comply with any of the terms and conditions of the license to use the trade mark, ANZAP may at its sole discretion, immediately terminate the license of that licensee by notice in writing to the licensee. This will be called a termination notice. On receipt of a termination notice, the trade mark must be removed from all stationery, signage, websites and all electronic or digital media (as applicable) of that former licensee. Any use of the trade mark thereafter will be regarded as unauthorised use, and the person may be subject to disciplinary action by ANZAP under the Constitution or Code of Ethics or legal action may be commenced.
12. ANZAP may change the trade mark at any time and may change any of the terms and conditions of use associated with the trade mark at any time on giving reasonable notice in writing to the licensee.
13. A licensee must not share the trade mark with any other person, and doing so will jeopardise their own licensing agreement to use the trade mark.
14. ANZAP may at its sole discretion suspend or cancel a license to use a trade mark following a substantiated breach of the Code of Ethics or any finding by a regulatory or legal tribunal.
15. ANZAP may undertake any investigations necessary to ascertain if a breach of the conditions of use of an ANZAP trade mark has occurred.



## ANZAP Trade Mark Licence Application

I \_\_\_\_\_ being a member of the Australia and New Zealand Association of Psychotherapy Limited hereby apply for a licence to use the trade mark “ANZAP Registered Psychotherapist®”.

I acknowledge that I:

- Have read and agree to comply with the *Licence Agreement and Conditions of Use* included in the ANZAP Trade Mark Licence and Usage Rules and Guidelines document.
- Am an ANZAP Clinical or Provisional Member who is currently financial and practicing in Australia.
- Have an ANZAP qualification (or have a qualification ANZAP has recognised as equivalent to the ANZAP training).
- Fully comply with ANZAP’s professional development requirements.
- Fully comply with ANZAP’s supervisory requirements.
- Agree to comply with ANZAP’s code of ethics.

**Signed**

**Date**

Return this document to the ANZAP office by:

Standard Post:

ANZAP  
Trademark Licence Registration  
PO Box 4087  
HOMEBUSH SOUTH NSW 2140

**or**

Email to: [info@anzapweb.com](mailto:info@anzapweb.com)

**or**

Fax to: (02) 9012 0546