

## Terms of use for the BICSc Corporate Member logo

### 0. Introduction

Detailed below are the terms of use for The British Institute of Cleaning Science (BICSc) Corporate Member logo. BICSc has copyright, design and trade mark rights to this logo. This membership logo can only be used by a current Corporate Member of the Institute which accepts the terms of this contract and the BICSc Code of Practice in full and agrees to comply with them.

Failure to agree to these requirements, removes entitlement to use the logo. Usage of the logo shall constitute consideration for, agreement to, and acceptance of the following terms and conditions by the user.

### 1. Commencements and Duration

- 1.1.0 This contract shall start on the date the annual subscription fee and any joining fee have been paid.
- 1.2.0 This contract (and therefore your right to use the logo) will end in the event of any of the following scenarios:
  - 1.2.1 Either party notifies the other that this contract is being terminated.
  - 1.2.2 Either party breaches any part of this contract and, where rectification is possible, does not complete this rectification within 14 days of being notified to do so.
  - 1.2.3 Either party breaches any part of this contract for a third time (whether or not they have previously rectified breaches when notified to do so under 1.2.2).
  - 1.2.4 Corporate membership of BICSc ends for any reason. This includes failure to pay subscription fees in full when they become due

### 2. Licence

- 2.1.0 In return for entering into the terms of this contract, we grant the Corporate Member a non-exclusive, royalty-free licence to use the BICSc Corporate Member logo (without alteration of any kind) subject to the terms of this contract. Explanatory Note: *“non-exclusive” means that others may also have this right. “Royalty-free” means that there is no payment to BICSc for using the logo in this way, but there must be compliance with this contract.*

- 2.2.0 The Corporate Member may only use the logo provided electronically by BICSc. Upon renewal of membership an updated logo will be provided if it is necessary.
- 2.3.0 The Corporate Member may not sub licence or assign any rights or obligations under this contract. Explanatory Note: *Permission to use the logo that this contract grants only applies to the BICSc member involved (e.g. the registered company, not any resellers, subsidiaries or partners). If the same registration number is used and therefore the corporate entity is the same, the subscription can be transferred. If membership is transferred to a third party, this contract ends (1.2.4) and the new organisation, although a member, must enter into a new contract with us.*

### **3. Title & Goodwill**

The Corporate Member accepts that BICSc is the owner of the copyrights and trade mark rights on this logo.

### **4. Trade Mark Registrations**

- 4.1.0 The Corporate Member must not apply to register the logo as a trade mark or other type of intellectual property rights anywhere in the world for any category of goods or services.
- 4.2.0 The Corporate Member shall not apply for, or obtain registration of any intellectual property right (e.g. trade or service marks) in any country which consists of or comprises the word “cleaning science”, “BICSc”, “BICSc (Corporate) Member” or any confusingly similar words or wording and also to the BICSc logos.

### **5. Duties of the Parties**

The Corporate Member shall not do anything to diminish BICSc’s rights in the logo or impair any registration BICSc may have with its logos. The BICSc logo may only be used on the following occasions:

- A. On the Corporate Member’s website (The Corporate Member must only display the Yoshki verified BICSc Corporate Member logo on its website. No other version of the BICSc Corporate Member logo is permitted to be used on the website on any page).
- B. On the Corporate Member’s letter headed paper, compliment slips, positioned at the bottom left, with the logos of any other accreditations/memberships.
- C. In the email signature of employees of the Corporate Member (positioned below the signature as part of other relevant accreditations/memberships).
- D. On the Corporate Member’s vehicles.

The BICSc logo must not be printed on company training materials or other company products. For any other usage the logo, prior written permission will need to be obtained from BICSc by contacting [info@bics.org.uk](mailto:info@bics.org.uk).

The BICSc Corporate Member logo may be used in print format supplied by BICSc, whereby:

- A. The standard size of the logo has a 52.5 mm length and 26.5 mm height.
- B. The logo can be altered in size as long as the measurements are proportional to the standard size logo.
- C. The minimum size of the logo is 18 mm length and 9.1 mm height.
- D. The maximum size of the logo is 350 mm length and 17.66 mm height.

To use the BICSc Corporate Member logo on the website, instructions provided in the [BICSc Corporate Member Logo Guide](#) must be followed and adhered to. Only the Yoshki verified BICSc Corporate Member logo may be used.

## **6. Quality Control & Approval Procedures**

- 6.1.0 The Corporate Member must comply with the acceptable use policy for the logo, this specifies how the logo should be used to prevent incorrect usage, such as:
  - 6.1.1 Deceptive, misleading or confusing to customers or the public.
  - 6.1.2 Damaging the rights.
  - 6.1.3 Is perceived to alter the logo or the perception of it (e.g. by using the logo in the wrong size, resolution or colour).
- 6.2.0 If requested by BICSc, the Corporate Member will (promptly and without cost to BICSc) provide BICSc with copies of any website or other materials which include the BICSc logo, details of the duration of use and the number of uses. If the use is on a webpage or in other electronic 'location' that requires password access to view it, the Corporate Member shall provide BICSc with a password for that purpose on request.

Explanatory Note: *If BICSc receives complaints about logo usage, BICSc needs to be able to investigate this.*

## **7. Effect of Termination**

- 7.1.0 When this contract is terminated:
  - 7.1.1 As soon as membership has lapsed the licence to use the logo ends and therefore the logo must be removed immediately from all items/documents/vehicles.
  - 7.1.2 The Corporate Member shall not sell or offer any services of any type or description under or by reference to the logo or any confusingly similar mark.
- 7.2.0 Termination of this contract by either party shall be without prejudice to the right to seek compensation for breach of any provisions of this contract.

## **8. Force Majeure**

If and to the extent that either party is prevented or delayed from performing any of its obligations under this contract by force majeure, it shall promptly notify the other party, specifying the matters constituting force majeure together with such evidence in verification thereof as it can reasonably give and specifying the period for which it is estimated that the prevention or delay will continue. The party so affected shall then be relieved of any liability to the other for failure to perform or for delay in performing (as the case may be) its obligations, but shall nevertheless use its best endeavours to resume full performance of its obligations under this contract provided that, if the force majeure continues for a period of one month or more following notification, the party not affected by the force majeure may terminate this contract by notifying the other at least 14 days in advance. Such notification shall be of no effect if the party affected by the force majeure resumes full performance of its obligations under this contract before the expiry of the notice period.

## **9. Other Provisions**

- 9.1.0 This contract, together with any documents referred to in it, constitutes the whole contract between the parties relating to its subject matter and supersedes any prior drafts, contracts, undertakings, representations, warranties and arrangements of any nature whether in writing or oral relating to such subject matter.
- 9.2.0 No variation of this contract shall be effective unless made in writing.
- 9.3.0 No term of this contract shall be enforceable under the Contracts (Rights of Third Parties) Act of 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 9.4.0 No failure to exercise or any delay in exercising by either party to this contract of any right, power, privilege or remedy under this contract shall impair or operate as a waiver of such right, power, privilege or remedy.
- 9.5.0 Any time, date or period mentioned in this contract may be extended by written contact between the parties but otherwise, and except as expressly provided, as regards any time, date or period originally fixed or any time, date or period so extended, time shall be of the essence.
- 9.6.0 Nothing in this contract shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.
- 9.7.0 This contract shall be governed by, and construed in accordance with, the law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts except in matters of enforcement of the judgement of an English court where courts more local to the parties may be used.
- 9.8.0 On the basis of this contract, BICSc reserves the right to take legal action if any of the above mentioned is not adhered to.

Logo Example

