



# Terms and conditions of Logo use

## Bodies corporate engaging one or more Licensed Building Practitioners

The Crown (“We”, “Us”, “Our”), acting by and through the Chief Executive of the Department of Building and Housing, own the attached Licensed Building Practitioner logo (the LBP logo). This agreement sets out the terms on which we authorise you to use the LBP logo.

You hereby agree that you will:

- 1) Only use the LBP logo while you engage a Licensed Building Practitioner (LBP) and only to promote the fact that you engage LBPs.
- 2) Only use the LBP logo in its entirety as shown in the electronic copy We give to you, except that you may alter the size of the LBP logo and may use the LBP logo in black and white.
- 3) Ensure that all of your advertising and publications (excluding stationery or signage), in any medium that features the LBP logo includes the following statement, either in writing or orally, as applicable to the medium:  
*We use Licensed Building Practitioners—always check the LBP Register to ensure your building practitioner is currently licensed.*
- 4) Not use the LBP logo in any way that might mislead the public or bring the LBP Scheme into disrepute.
- 5) Only use the Licensed Building Practitioner logo (the LBP logo) while:
  - a. you are identified on the register of Licensed Building Practitioners (the Register) as associated with a LBP,
  - b. you regularly engage one or more LBPs, and
  - c. that LBP is authorised to use the LBP logo.

For the avoidance of doubt, should you cease to regularly engage one or more LBPs as part of your business the above means that you will immediately cease to use the LBP logo and will not recommence use of the LBP logo until the terms of this agreement are satisfied.

- 6) Immediately stop using the LBP logo if We direct you to do so.
- 7) Not use, register or apply to register any other sign that is, in our view, confusingly similar to the LBP logo either while you offer the services of an LBP or at any other time.
- 8) Not forward to any person or other organisation the electronic copy of the LBP logo We will give to you or any copy of that electronic copy (in any form), except as necessary to enable another person to organise or create material intended to promote you as engaging LBPs.
- 9) Not dispute Our ownership of the LBP logo at any time or register or apply to register the LBP logo.
- 10) Indemnify Us against all loss, damage, liability, cost and expense suffered or incurred by Us as a result of your breach of these terms, including where you misrepresent yourself as:
  - regularly engaging LBPs and / or
  - holding your organisation out as being licensed.

You understand that if you breach the terms of this agreement action may be taken against you, including under Section 314 of the Building Act 2004, the Fair Trading Act 1986 or the Copyright Act 1994.

We reserve the right to change these terms of use of the LBP logo or replace the LBP logo with another logo at any time and you agree to comply with any such changes.

Signed by ..... Print name .....

On behalf of .....

‘Engaged’ LBP (name(s))..... BP Number .....

Name ..... BP Number .....

Date ..... / ..... / .....

