



# Terms and conditions of Logo use

## Individual Licensed Building Practitioner

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 are a Licensed Building Practitioner (LBP) and only to promote yourself as an LBP.
- 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: *Always check the LBP Register to ensure that your building practitioner is currently licensed.*
- 4) Not use the LBP logo in any way that could mislead the public or bring the LBP Scheme into disrepute.
- 5) Immediately stop using the LBP logo if you cease to be a registered LBP or if We direct you to do so.
- 6) Immediately inform the organisation listed on the Register as associated with you (eg your employer) if you cease to be a registered LBP or if We direct you to stop using the LBP logo.
- 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 are registered as 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 a registered LBP.
- 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 being an LBP.

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

We reserve the right to change the 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** ..... **BP Number** .....

**Date** ...../...../.....