
Approved code logo copyright licence terms

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Background

- (a) This licence is for both code sponsors and sponsor affiliates. Its terms give rise to an express licence between the OFT and code sponsors. Notification of its terms by a code sponsor to a sponsor affiliate pursuant to clause 2.3 gives rise to a licence between the OFT and the sponsor affiliate on the same terms as this licence. Any provision of this licence which is in CAPITAL LETTERS applies to code sponsors only. Any provision of this licence which is in *italics* applies to sponsor affiliates only. Provisions of this licence which are neither in italics nor capital letters apply to both code sponsors and sponsor affiliates (together the 'authorised users'.)
- (b) This licence grants an authorised user the right to use the Approved code logo and explains how an authorised user may use the Approved code logo.
- (c) The OFT has the right to grant licences for the use of the Approved code logo, which is owned by the Crown, detailed in Schedule 1 to this licence.
- (d) A licence may only be granted to a sponsor affiliate once its code sponsor has received OFT approval for its consumer code of practice and has agreed to the terms of this licence.

Agreed terms

1 Interpretation

1.1 In this licence, except where the context otherwise requires, the following words and expressions shall have the following meanings:

Approved code	a consumer code of practice that has been formally granted approval by the OFT under the Consumer Codes Approval Scheme
authorised user	a code sponsor or sponsor affiliate
code sponsors	an association or organisation whose own consumer code of practice has been formally granted approval by the OFT under the Consumer Codes Approval Scheme
intellectual property rights	copyright, unregistered trademarks and all other intellectual property rights in any part of the world and

	whether or not registered or registerable
licence	this offer of terms enabling authorised users to use the Approved code logo
OFT	the Office of Fair Trading
parties	the OFT and the other party to this licence
revoked licensees	licensees that have had a licence revoked under the terms of this licence
sponsor affiliate	businesses which have agreed with a code sponsor to comply with that code sponsor's Approved code
suspended licensees	licensees that have had a licence suspended under the terms of this licence
territory	worldwide

- 1.2 The singular includes the plural and vice versa.
- 1.3 When reference is made to a statutory provision this includes all existing and subsequent amendments and modifications and any subordinate legislation made under it from time to time.
- 1.4 Unless the context otherwise indicates, references to clauses, sub-clauses and Schedules are to clauses and sub-clauses of, and Schedules to, this licence.
- 1.5 Headings to clauses in this licence are included for ease of reference only and shall not affect the construction or the interpretation of this licence.
- 1.6 The Schedules to this licence form part of this licence.

2 Grant of licence

- 2.1 The OFT hereby grants the authorised user a non-exclusive licence in the territory to display the Approved code logo from the date of this licence on the terms and conditions set out in this licence.
- 2.2 The authorised users shall not assign or grant sub-licences of the licence granted under clause 2.1 or any part of it to any other party.
- 2.3 THE CODE SPONSOR SHALL NOTIFY ITS SPONSOR AFFILIATES OF THE TERMS OF THIS LICENCE IN WRITING IN THE FORM OF NOTICE ANNEXED AS SCHEDULE 3 TO THIS LICENCE. THE CODE SPONSOR SHALL ALSO NOTIFY ITS SPONSOR AFFILIATES OF ANY AMENDMENTS MADE TO THIS LICENCE FROM TIME TO TIME
- 2.4 THE CODE SPONSOR SHALL ENSURE THAT ITS SPONSOR AFFILIATES ADHERE TO THE TERMS OF THIS LICENCE, AND SHALL MONITOR AND SUPERVISE ITS SPONSOR AFFILIATES' USE OF THE APPROVED CODE LOGO.
- 2.5 THE CODE SPONSOR SHALL NOTIFY THE OFT WITHIN FIVE WORKING DAYS IF IT OR ANY OF ITS SPONSOR AFFILIATES MISUSES THE APPROVED CODE LOGO OR EXPERIENCES ONE OR MORE OF THE TERMINATING EVENTS DETAILED IN CLAUSE 5.2 OF THIS LICENCE.
- 2.6 THE CODE SPONSOR SHALL NOTIFY THE OFT WITHIN FIVE WORKING DAYS OF ANY CHANGES TO THE DETAILS OF ITSELF OR ITS SPONSOR AFFILIATES WHICH WERE REGISTERED WITH THE OFT.
- 2.7 THE CODE SPONSOR SHALL PROVIDE THE OFT WITH DETAILS OF ITS SPONSOR AFFILIATES ON A MONTHLY BASIS IN THE LAST WEEK OF EACH CALENDAR MONTH. SUCH LIST SHALL BE UPDATED TO REFLECT NEW SPONSOR AFFILIATES AND ANY SPONSOR AFFILIATES THAT HAVE HAD THEIR LICENCE TERMINATED BY THE OFT UNDER THE TERMS OF THIS LICENCE, OR CEASED TO COMPLY, OR TERMINATED THEIR AGREEMENT TO COMPLY, WITH THE CODE SPONSOR'S APPROVED CODE.

3 Use of the Approved code logo

3.1 The authorised user may use the Approved code logo on or in any of the following materials provided that such materials relate directly to the authorised user's business and are owned, used or purchased by the authorised user in the course of running its business:

- a) business stationery, including letter heads, order forms and invoices
- b) promotional material including brochures, posters, TV advertising, exhibition stands, mailshots, catalogues, promotional gifts and calendars
- c) newspaper or other advertisements
- d) websites
- e) advertising hoardings
- f) name plaques
- g) windows and doors
- h) business and professional directories, and
- i) commercial vehicles.

Should an authorised user wish to use the Approved code logo on or in any materials not listed in this clause, it must first obtain written consent from the OFT.

All requests to the OFT for consent to use the Approved code logo on or in any materials not listed in this clause shall be sent via the code sponsor.

3.2 The Approved code logo must only be used together with the code sponsor's logo.

3.3 Whenever using the Approved code logo, authorised users must at all times comply with the OFT's 'Approved code logo design guidelines' as detailed in Schedule 2 to this licence, and as amended from time to time.

3.4 The Approved code logo may not be used by authorised users to infer endorsement by the OFT of the authorised user's financial stability or the quality or suitability or safety of goods or services provided by the authorised user, or the authorised user's business its employees or agents in any way.

- 3.5 Authorised users will comply within 14 days with any request made by the OFT to provide examples of each way in which the authorised user uses the Approved code logo.

4 Intellectual property rights and goodwill

- 4.1 The authorised user acknowledges the Crown's ownership and proprietary rights in the intellectual property rights and agrees and acknowledges that:
- a) it will not obtain or seek to obtain any rights in the intellectual property rights for the Approved code logo
 - b) it will not register or attempt to register any of the intellectual property rights for the Approved code logo in any jurisdiction, and
 - c) any goodwill in the Approved code logo that accrues to the authorised user from time to time through use of the Approved code logo is assigned to the Crown and any goodwill attaching to the Consumer Codes Approval Scheme generated by use of the Approved code logo shall accrue to the OFT.
- 4.2 The authorised user shall not adopt or use any mark, symbol or logo which incorporates or is confusingly similar to, or is a colourable imitation of the Approved code logo.
- 4.3 The authorised user shall immediately give notice in writing to the OFT if it becomes aware of any:
- a) infringement or suspected infringement of any of the intellectual property rights, or
 - b) claims made or threatened that the intellectual property rights infringe the rights of any third party.

5 Termination

- 5.1 The OFT shall be entitled to suspend indefinitely or terminate this licence forthwith by written notice to the authorised user in the event of:
- a) any material breach by the authorised user of any of its obligations under this licence which, being a breach capable of remedy, is not remedied within 30 days of notice to the authorised user specifying the breach and requiring its remedy, or
 - b) significant changes being made by the OFT to the Approved Code Logo, or
 - c) the OFT withdrawing approval of the code sponsor's Approved code, or
 - d) the code sponsor withdrawing from the Consumer Codes Approval Scheme, or
 - e) the OFT ceasing to be responsible for administering the Consumer Codes Approval Scheme, or
 - f) there is a fundamental change in the nature of the Consumer Codes Approval Scheme, or
 - g) the OFT, or other regulator, taking enforcement action under any consumer protection legislation against the authorised user, or
 - h) the Consumer Codes Approval Scheme being withdrawn, or
 - i) the authorised user having a Consumer Credit Act licence revoked or refused or being prohibited from practising as an estate agent, or
 - j) conduct by the authorised user which in the opinion of the OFT brings the Consumer Codes Approval Scheme into disrepute, or
 - k) significant trading malpractice by the authorised user, or
 - l) any meeting of creditors of the authorised user being held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being proposed or entered into by or in relation to the other, or
 - m) a supervisor, receiver, administrative receiver or other encumbrancer taking possession of or being appointed over, or any distress, execution or other process being levied or enforced (and not being discharged within seven days) upon, the whole or any substantial part of the assets of the authorised user, or

- n) the authorised user ceasing to carry on a business or being or becoming or appearing unable to pay its debts within the meaning of sections 123 or 268 of the Insolvency Act 1986, or
 - o) a petition being presented or a meeting being convened for the purpose of considering a resolution for the making of an order for the winding up, bankruptcy or dissolution of the authorised user.
- 5.2 In determining whether any of the events listed in clause 5.1 has occurred the OFT may request the authorised user to provide the OFT with any documents or materials relevant to any of the events listed in clause 5.1, and reply to any questions which the OFT may have in relation to the events listed in clause 5.2. The authorised user will comply within 10 working days with any request made by the OFT under this clause.
- 5.3 In the event of either:
- a) a sponsor affiliate's membership of its code sponsor's organisation or its subscription to the code sponsor's Approved code being terminated, or
 - b) a sponsor affiliate no longer subscribing to its code sponsor's Approved code the licence with that sponsor affiliate shall terminate forthwith.
- 5.4 The authorised user may terminate this licence at any time upon written notice to the OFT.
- 5.5 On termination of this licence for any reason the authorised user shall:
- a) not later than five working days from the date of termination remove or obliterate all uses of the Approved code logo on the materials listed in clause 3.1 and any others for which permission has been given, and
 - b) do nothing which may lead any person to believe that the authorised user is still licensed to use the Approved code logo.

6 Data protection

- 6.1 Personal data (within the meaning of the Data Protection Act 1998) will only be made available to the public as is necessary for the purposes stated in clauses 6.1 to 6.4 and processed as is necessary for the purposes of carrying out the OFT's functions under the Enterprise Act 2002.
- 6.2 The OFT will publish the name, phone number, address, website and contact email address of the authorised user on the OFT codes website which is accessible by members of the general public. One of the purposes of the codes website is to provide a facility for visitors to enable them to search for traders who subscribe to an Approved code by location or by membership of a specific Approved code. It also enables consumers to provide feedback about traders to code sponsors and to the OFT.
- 6.3 The OFT also publishes general information on the Consumer Codes Approval Scheme on the OFT codes website. This information is accessible to the public. There are two more parts to the codes website both with restricted access. One part is aimed at providing code sponsors with information they need, such as the Approved code logo and guidance. The other part is aimed at applicant code sponsors and gives access to the application form which they can use to apply for approval. Access to these parts of the business section is restricted to those who have been given a password by the OFT.
- 6.4 The name, address, website, phone number, and email address of existing and former authorised users whose licences have been suspended or revoked will also be stored by the OFT on a central register. The central register will additionally hold a scanned copy of the signed licence and a hard copy of the signed licence. The central register records any action taken by the OFT to ensure a licence has been signed and the date of the licence. The central register is intended to be an internal record of the licensing process. Access to the register is limited to employees of the OFT who will have read only access. Named OFT employees administering the Consumer Codes Approval Scheme in addition have the authority to amend information on the register.

7 Notices

7.1 Any notice given under this licence shall be in writing and may be delivered to the relevant party or sent by recorded delivery or facsimile transmission.

7.2 Notices for the attention of the OFT should be sent to

Consumer Codes Approval Scheme
Office of Fair Trading
Fleetbank House
2-6 Salisbury Square
London EC4Y 8JX

Notices for the attention of the authorised user will be sent to the address notified in the registration process or as subsequently notified under clause 2.6.

7.3 Unless proved otherwise, a notice shall be deemed to have been given, if sent by letter, 48 hours after the date of posting, and if delivered or sent by facsimile during the hours of 9:00 am to 6:00 pm, when left at the relevant address or transmitted (as applicable), and otherwise on the next working day.

8 Severability

8.1 If any provision of this licence is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this licence shall continue in full force and effect as if this licence had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this licence, the OFT and the code sponsor shall immediately negotiate with best endeavours to remedy such invalidity.

9 Waivers

- 9.1 The waiver by either party of a breach or default of any of the provisions of this licence by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provisions. No delay or omission on the part of either party to exercise or avail itself of any right, power or provision that it has or may have under this licence shall operate as a waiver of that right or power or of any breach or default by the other party.

10 Remedies

- 10.1 The rights and remedies of the parties under this licence are cumulative and in addition to any rights and remedies provided by law.

11 Amendments

- 11.1 This licence may be amended, modified or varied by the OFT at any time. Upon notification of an amendment to the licence, authorised users have 15 working days to notify the OFT that they do not accept the amendment. Such notice received by the OFT from an authorised user will automatically terminate that authorised user's licence. Authorised users that do not notify the OFT of their objection to an amendment within 15 working days will be deemed to accept the amendment.

12 No partnership

- 12.1 Nothing in this licence shall be deemed to constitute a partnership between the parties.

13 Entire agreement

- 13.1 Each party confirms that this licence constitutes the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous agreements with respect to its subject matter.

14 Governing law and jurisdiction

14.1 This licence shall be governed by and construed in all respects in accordance with English law and it is irrevocably agreed for the exclusive benefit of the licensor that the courts of England are to have jurisdiction to settle any claim or matter arising in relation to this licence.

15 Signature

Name of code sponsor.....

Address of code sponsor.....

.....

.....

.....

Signature of authorised signatory.....

(Signed for and on behalf of the code sponsor where relevant)

Position of authorised signatory.....

Name of signatory (block capitals).....

Date.....

Schedule 1: Approved code logo



© Crown copyright 2003. All rights reserved. Copyright in the Approved code logo and the Approved code logo design guidelines belongs to the Crown.

The Approved code logo may not be used, copied or reproduced in whole or in part or in any manner or form unless the user has been granted an Approved code logo licence by the Office of Fair Trading.

Schedule 2: Approved code logo design guidelines

Colour specification

Where possible the Approved code logo should be reproduced in blue and gold using the colour breakdowns shown. Where it is not possible to reproduce the logo in blue and gold, you may reproduce it in black and white or monochrome.



Pantone references

Dark blue	655
Gold	132

CMYK breakdown

Dark blue	C100	M 69	Y 0	K 56
Gold	C 0	M 23	Y100	K 30

RGB breakdown (for web/screen only)

Dark blue	R 0	G 0	B 51
Gold	R 204	G 153	B 0

The Approved code logo must:

- always appear with the code sponsor's logo, **never** alone
- always appear to the righthand side of the code sponsor's logo, never above, below or to the left
- comply with the spacing shown
- never be distorted, partially reduced, condensed, broken up, redrawn or added to
- always be the same height as the code sponsor's logo
- never be obscured by other text or images (see logo proximity)
- never be shown smaller than 10mm.

Logo size

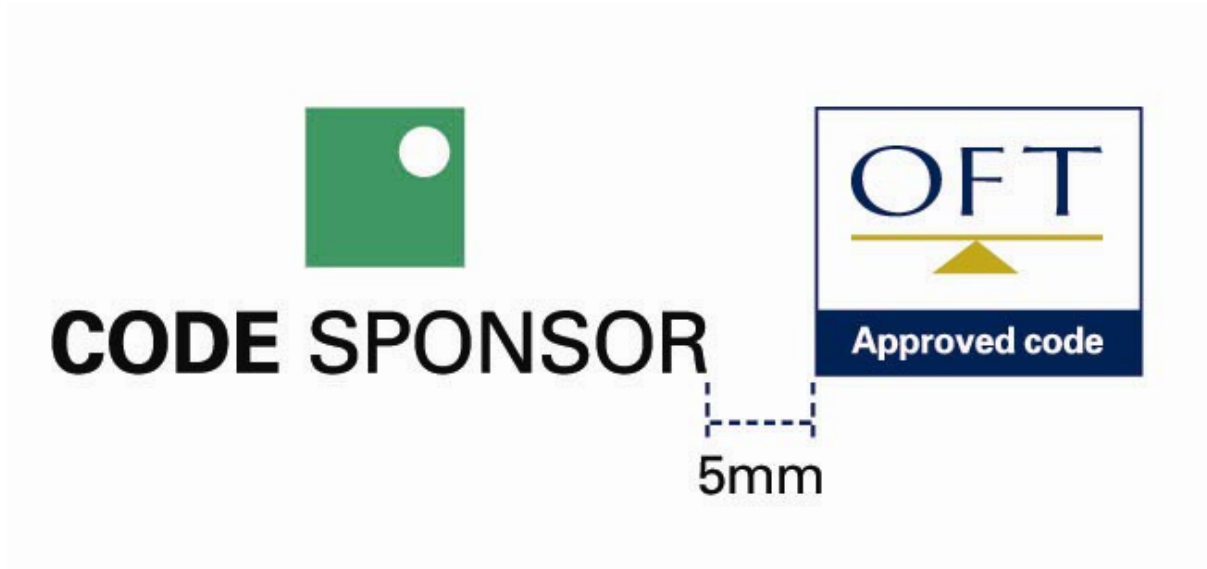
Recommended size is 15mm for use on most communications including letterheads, compliment slips, business cards and so on (see toolkit for full description)



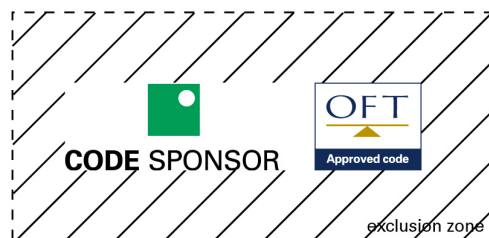
See the Approved code logo toolkit for suggestions of ways you can use the Approved code logo on your letterhead, compliment slips, business cards, adverts website and signage.

Logo spacing

The Approved code logo should be exactly 5mm from the code sponsor's logo when at the recommended size. For other communications, such as shop signage, this will change (see toolkit for a full description).



The exclusion zone, the clear area around the OFT logo and accompanying code sponsor logo, should generally be a minimum of 10mm when used at the recommended size (see toolkit for more information).



Formats

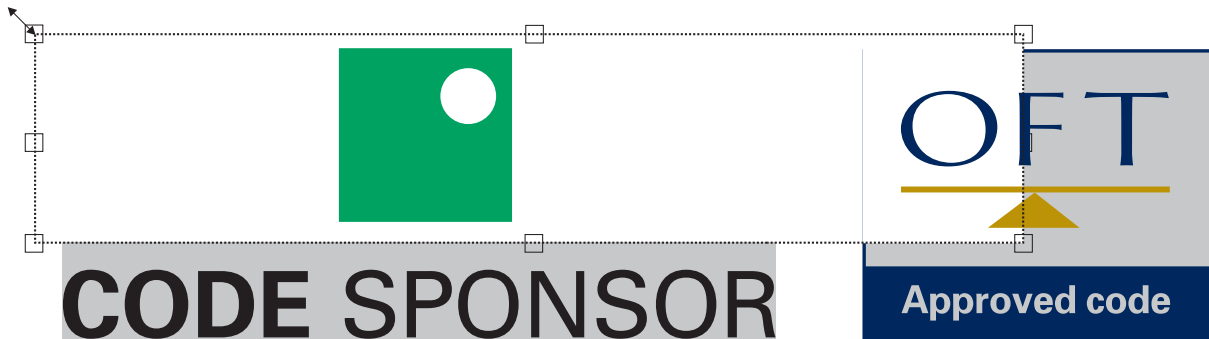
Logos in EPS, TIF and JPEG formats are available for your use from your code sponsor. The EPS and TIF formats offer a higher resolution of the logos and are more suitable for printing purposes.

Changing the size of the logo

Click on the logo to highlight the image so that it is surrounded by eight nodes.

Move the mouse pointer over one of the nodes until it changes to a double-sided arrow.

Click and drag the node to resize the logo image by moving the mouse while holding down the mouse button and letting go when the desired size has been achieved, subject to the restrictions on size described above.



Enquiries

For all enquiries contact your code sponsor.

Other relevant publications are the Approved code logo toolkit, and Approved code logo copyright licence - guidance.

Schedule 3: Letter from code sponsor of an already approved code to all its members

Dear [member]

I refer to the OFT Approved code logo copyright licence terms which were notified to you following approval of our code by the OFT.

A number of our members will have agreed to these terms with the OFT by signing and returning a copy of the licence to the OFT. Other members will not yet have done this.

The purpose of this letter is to notify you that the licensing arrangements with the OFT have now changed. Pursuant to clause 11.1 of the licence, the OFT has amended the licence. The revised terms are shown at Annex 1 to this letter.

These are the new terms on which the OFT permits you to use its OFT-Approved code logo. **There is no need to sign or return the new licence to the OFT.**

The purpose of these changes is to simplify the licensing arrangements and reduce the administrative burdens on you.

Those of our members who have the earlier version of the licence but have not yet signed or returned it to the OFT therefore no longer need to do so.

Those of our members who have signed the earlier version of the licence and returned it to the OFT will already have been informed by the OFT of the proposed termination of that licence.

Should you have any queries relating to this letter, please contact:

[contact details of Code Sponsor].

Yours sincerely

Representative of code sponsor