

Terms and Conditions for Use of the NISO Member Logo

Date last Modified: 9/9/2010



1. Definitions:-

“Logo User” means any party who has signed the terms and conditions for the use of the NISO Member Logo. *(Insert link to become a logo user)*

“Member” means any party who has paid the current year membership fee (see membership fee details on the NISO website)

“NISO” means The National Irish Safety Organisation having its registered office at A11 Calmount Park, Calmount Avenue, Ballymount, Dublin 12.

2. Ownership of the NISO Member Logo

The National Irish Safety Organisation (hereinafter called “NISO”) logo is owned by NISO.

3. Eligibility to Use the NISO Member Logo

- i. The use of the NISO Member Logo is subject to the terms and conditions as set out below. By using the NISO Member Logo you agree that you have read, understood and accept these Terms and Conditions for Use of the NISO Member Logo.
- ii. The use of the NISO Member Logo is available for current NISO members and Logo Users only.

4. Permitted Use of the NISO Member Logo

- i. A Logo User may display the NISO Member Logo on its stationery in any size (with the correct proportions maintained), provided it is legible and is not altered in any way from the logo given by NISO to the Logo User.
- ii. The NISO Member Logo may only appear on a Logo User's website as an embedded link and may not appear as a copy of the image. This embedded link will be provided by email upon request.
- iii. Any other use of the logo must be approved in writing in advance by NISO's Operations Manager or their nominee.

5. Revocation/withdrawal/expiration of the right to use the NISO Member Logo

On notification of revocation or withdrawal or expiration of permission to use the NISO Member Logo the Logo User shall immediately cease to issue documentation in print or electronic form displaying the logo (or any other permitted use under Clause 4(iii) above) or implying in any way that it is permitted to use the NISO Member Logo.

6. Scope of the use of the NISO Member Logo and Limit of Liability

- i. The use of the NISO Member Logo by Logo Users merely denotes the Logo User as such but does not confirm the Logo User's compliance with recognised safety standards.
- ii. In granting a Logo User licence to use the NISO Member Logo, NISO does not endorse any activities performed by Logo Users and the NISO Member Logo should not be used to imply any such endorsement.
- iii. To the fullest extent permitted by the applicable law, NISO will not be liable for any loss or damages to the Logo User or any other third party arising out of the Logo User's use of the NISO Member Logo.
- iv. NISO reserve the right to distribute the logo by whatever means deemed suitable and are not responsible for errors in printing, duplication or transmission and/or any associated costs incurred by the Logo User.
- v. NISO reserve the right to withdraw the right to use the NISO Member Logo at any time and for any reason without notice. If the right to use the NISO Member Logo is withdrawn due to a breach of the within terms and conditions by the Logo User then there will be no refund of the prepaid and unused portion of the licence fee [if a fee was applicable]. However if the logo is withdrawn for any other reason, any prepaid and unused portion of the licence fee will be refunded [if a fee was applicable].
- vi. NISO reserve the right to refuse permission to use the NISO Member Logo to any party (which NISO may in its absolute discretion determine). Payment of the licence fee does not automatically entitle that party to use the NISO Member

Logo. If permission is refused the licence fee paid by electronic means or other wise will be returned forthwith [if a fee was applicable].

- vii. Use of the NISO Member Logo is reserved for Corporate members. Individual members are not permitted to use the NISO Member Logo.

7. Reservation of NISO's rights

- i. NISO may modify and/or update the NISO Member Logo and/or the within terms and conditions from time to time for any reason without notice or liability to any third party however NISO will display the amended Logo and/or terms and conditions on the NISO website.
- ii. All Logo Users should check the current logo and the current terms and conditions on the NISO website each time they wish to use the NISO Member Logo. The continued use of the NISO Member Logo by Logo Users signifies their acceptance of any such revised terms and conditions. These amended terms and conditions will take effect from the time they are first published on the NISO website.
- iii. If a Logo User does not agree with or accept the amended terms then they should not use the NISO Member Logo.
- iv. NISO may assign any of their rights and/or transfer, sub-contract or delegate any of our obligations under these terms and conditions. These terms and conditions are personal to the Logo User and are entered into by them for their own benefit and not for the benefit of any third party.

8. Consequences of breach of these terms and conditions

- i. The within terms and conditions will be vigorously enforced by NISO and any breach by the Logo User of the within terms and conditions **will** result in the automatic revocation of the permission to use the NISO Member Logo. The foregoing is without prejudice to the right of NISO to enforce their legal rights under the within terms and conditions and their right to damages and losses incurred by NISO in the event of a breach of the within terms and conditions by the Logo User.
- ii. The Logo User acknowledges that should they breach the within terms and conditions that they agree to reimburse and indemnify NISO against all costs, losses and expenses (including NISO's legal fees incurred as a result of such breach) incurred by NISO or on their behalf or by their affiliates, if they are incurred as a result of any such breach of these terms and conditions.

9. Waiver and severance

Any waiver or delay by either party in exercising any right or remedy under these terms shall not constitute a waiver of that, or any other right or remedy. If any provision of

these terms and conditions is held to be invalid or unenforceable by any court or other competent authority, all other provisions will remain in full force and effect.

10. Entire Agreement

Save as otherwise expressly stated these terms and conditions contain the entire agreement in relation to the member's use and the use by the Logo user of the NISO Member Logo and supersede any previous agreements, arrangements, undertakings or proposals, written or oral between NISO and the Member and/or the Logo User in connection with the use of the NISO Member Logo.

11. Governing Law

These terms and conditions shall be governed by and construed in accordance with the Laws of the Republic of Ireland and are subject to the exclusive jurisdiction of the Laws of the Republic of Ireland.

Please Print these Terms and Conditions and Retain for Reference

If you accept the above terms and conditions, please complete the form overleaf and return it to NISO.

I agree with and accept the Terms and Conditions
for the use of the NISO Member Logo

(Please tick)

Licence period **From:** _____ (dd/mm/yyyy) **To:** _ 31/12/2010_ (dd/mm/yyyy)

Name: _____ Position: _____

Organisation: _____

Address: _____

Tel: _____ Fax: _____

Email: _____ Web: _____

I agree to only use the NISO Member logo while being a fully paid up member of NISO

The NISO Member logo is currently free of charge to fully paid up members of NISO

Signed: _____ Date: _____

Office Use only:

Date approved: _____ Membership Number: _____

Date logo sent: _____