



Electrical Workers Registration Board

SAFETY | COMPETENCY | COMPLIANCE

Third Party Use of the Board's Branding

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Signed and dated this 29th day of November 2018

Mel Orange
Presiding Member

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1. Introduction

- 1.1 Each year the Electrical Workers Registration Board (the Board) receives a number of requests for the use of the Board’s branding material (refer to the Appendices for sample branding material).
- 1.2 The Board’s branding is key intellectual property. Their use contributes to public awareness of the Board and its functions. The Board’s branding provides a quality mark and awareness of the Boards function to promote safety, competency and compliance.
- 1.3 To enable a consistent and transparent approach to be taken to use of the Board’s branding material the Board has set a policy in relation to their use by third parties.

2. Policy

Who can use the Board’s branding?

- 2.1 The Board’s branding may only be used if the express permission of the Registrar is obtained in writing.
- 2.2 The Registrar will consider applications in light of the Board’s purposes of promoting safety, competency and compliance.
- 2.3 Approval will only be granted to the following persons:
 - (a) Individual registered/licensed electrical workers;
 - (b) A body corporate which is employer licence holder;
 - (c) A body corporate who engages licensed electrical workers provided that the use is restricted to advising members of the public that they engage such persons;
 - (d) Training providers offering workshops or activities approved by the Registrar for electrical training purposes.



Obtaining approval to use the Board's branding

- 2.4 Any person wishing to obtain approval to use the Board's branding must apply in writing to:
- The Registrar EWRB
P.O. Box 10156
Wellington 6143
- or by email care of the Registrar to ewrb@mbie.govt.nz
- 2.5 Any request must include details on:
- (a) The organisation making the request and the grounds under 2.3 above on which the request is made;
 - (b) The proposed use of the branding including how it will promote safety, competency and or compliance;
 - (c) Where the branding will be used including details of any websites or other forms of public communication; and
 - (d) How long the branding will be used for.

Terms and Conditions

- 2.6 Along with the information above, any request to obtain approval to use the Board's branding must include an acceptance of the Board's terms and conditions. Acceptance will be by way of the applicant signing a Deed of Acceptance of the Boards Terms and Conditions a copy of which is in the Appendices.

Inappropriate use of Board branding

- 2.7 If a licence is suspended or cancelled, the Registrar will send out a letter telling the electrical worker or employer licence holder or body corporate if applicable, to stop using the branding immediately.
- 2.8 Any individual or body corporate that breaches the Use of Board Branding Rules or Terms and Conditions Deed may be prosecuted under the Fair Trading Act 1986, the Copyright Act 1994 or sued for breach of the Deed entered into by the applicant.

Changes

- 2.9 The Board may change the branding material or the terms and conditions at any time without notice or liability. Any changes to the branding or the terms and conditions will be effective immediately following the notification of such changes on the Board's website. Persons using Board branding material must change any electronic copies of the materials immediately and any printed or physical materials within a reasonable period of time of the change being made effective.

Liability Statement

- 2.10 To the fullest extent permitted by law, the Board will not in any circumstances be liable for any direct indirect or consequential loss, expenses or damage for or in relation to the use of the Board's branding material. These limitations and exclusions shall apply to the Board's agents, contractors, officers and the Ministry of Business, Innovation and Employment and its staff and shall also apply however liability arises, whether in contract, tort (including negligence), breach of statutory duty or otherwise.



Appendices

Sample Branding Material



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Terms and Conditions of Use of Branding Material

This Deed dated the _____ day of _____ 20XX
 Between The Electrical Workers Registration Board (“the Board”)
 And _____ (“the Applicant”)

Whereas:

- A. The Applicant has applied to use the Board’s branding material for a specific purpose; and
- B. The Board has granted the Applicant the right to use the branding material subject to the following terms and conditions for that purpose.

The parties therefore agree as follows:

1. The Applicant agrees to only use the Boards branding material for the purpose for which it was applied and granted.
2. The Applicant agrees that the Board’s branding will not be altered in any way will only be used in its entirety. This includes ensuring that no alterations are made to the graphic proportions of the branding, its colour or individual elements. However, the branding can be sized to meet specific requirements and may be used in negative colours.
3. The Applicant agrees that when they use the Board’s branding in publications, for example, newsletters, brochures, leaflets, websites, and advertising such as radio and television, that a statement to following effect will be included:

“Always ask the electrical worker to produce their current practicing licence.”
4. The Applicant agrees that it will not misrepresent the Board’s branding material, or use it to mislead the public.
5. The Applicant agrees that, to the fullest extent permitted by law, the Board will not in any circumstances be liable for any direct indirect or consequential loss, expenses or damage for or in relation to the use of the Board’s branding material. These limitations and exclusions shall apply to the Board’s agents, contractors, officers and the Ministry of Business, Innovation and Employment and its staff and shall also apply however liability arises, whether in contract, tort (including negligence), breach of statutory duty or otherwise.



- 6. The Board may, at the Board’s discretion, revoke the Applicant’s approval to use the Board’s branding material at any time with or without cause.

Executed as a Deed:

Signed by
Registrar EWRB; or
Presiding Member
for and on behalf of the Board

Before

Witness Name

Witness Occupation

Witness Address

Signed by the
The Applicant

Before

Witness Name

Witness Occupation

Witness Address

