

Agreement on the Use of the Society of Indexers Logos, as revised 28 January 2010

This agreement covers the use of the Society of Indexers' logos for members in the following categories (as set out in Section 3 of the Society's Regulations):

- Professional Member
- Advanced Professional Member
- Fellow

Subject to the member confirming that he/she will abide by the terms of this agreement, the Society of Indexers (hereafter 'the Society') hereby grants to the member a non-exclusive licence to use the appropriate Society logo (hereafter 'the logo') (unless terminated in accordance with the provisions of this Agreement) and on other terms and conditions set out in this Agreement.

The member shall ensure that the logo is used only as permitted by the Society in accordance with the terms of this Agreement and any other requirements in respect of its use that may be established in writing from time to time by the Society, which shall be the sole arbiter of what constitutes right and proper use of the logo by the member.

The Society shall retain the right to require the member to submit for review at any time any business stationery on which the logo is used.

Guidelines

The member shall use the logo only in the form or manner stipulated by the Society and in accordance with the following guidelines.

1. The logo may be reduced in size but may not be reset, redrawn or modified in any other way. If required it may be reproduced on stationery in black.
2. The logo is an integral design and may not be incorporated with other design elements.
3. The logo may not be used on commercial ventures with unqualified indexers or in any other venture with non-members of the Society.
4. No positioning of the logo on business stationery or on a website according a greater prominence to it than to the member's own logo, title or description shall be permitted.
5. The maximum permitted height of the logo on A4 letterhead paper shall be 3.5cm.

Infringement of guidelines

If the Society becomes aware of any infringement or threatened infringement of the guidelines then it shall have sole discretion to decide what action (including termination of the agreement, disciplinary proceedings, litigation, arbitration or compromise), if any, should be taken.

Pending a decision regarding action, if any, to be taken by the Society in connection with any infringement or threatened infringement of the guidelines, the Agreement shall be suspended and the member shall be obliged to confirm in writing that he/she will not use the logo unless or until the suspension is lifted and he/she has been advised in writing accordingly by the Society.

Termination of the Agreement

The Society shall terminate this Agreement if:

1. The member ceases to hold the relevant professional status.
2. Membership of the Society is terminated by the member or by the Society.
3. The member uses the logo on any material that is deemed to conflict with the aims and objectives of the Society or is likely to bring the Society into disrepute.
4. The member becomes bankrupt or insolvent, or suspends payment or enters into any arrangement with his/her creditors generally, or becomes incapable by reason of mental disorder within the meaning of the Mental Health Act.
5. The member commits a breach of this Agreement that in the view of the Society requires that the agreement be terminated.
6. The member instigates a formal challenge to the validity and interpretation of this Agreement.

Consequences of Termination/Cessation

In the event of the termination of the Agreement the Society shall require the member, effective from a date identified in writing by the Society, to remove or obliterate the logo from any business stationery and website and to confirm in writing to the Society that he/she has done so.

Any provision of this Agreement which in order to give effect to its meaning needs to survive the termination of the Agreement shall remain in full force and effect after termination.

General

Questions on the use of the logo should be directed to the Secretary of the Society in the first instance.

No amendment or other variation to this Agreement shall be effective unless it is in writing, is dated and is signed by the member and on behalf of the Society.

This Agreement, together with the Declaration, constitutes the entire matter of this Agreement and the member and the Society hereby confirm to each other that the Agreement has not been entered into on the basis of or in reliance on any representations made or given by the other party.

Any notice to be given under this Agreement by either party to the other shall be given in writing or in electronic form and delivered in person or by post or by electronic means to such address as the party may have notified in writing or in electronic form to the other for such purposes.

Any notice sent by post shall be deemed to have been delivered, provided it has been properly addressed, at the expiration of 48 hours after having been posted.

Signed Date

(Please sign and date a copy of this Agreement for your records)