

CPD Logo use: Terms and Conditions

1. General

- 1.1 Participating in this scheme allows your company use of the Water Management Society (WMSoc) CPD logo. This should be considered a licence and is time limited.
- 1.2 Authorisation period expires after twelve months from the date of approval.
- 1.3 In order to gain authorisation for use of our CDP logo your event/activity must not be totally commercial and must include educational content (e.g. training delegates to use equipment supplied by you or toolbox talks will be sanctioned).
- 1.4 Use of the logo does not imply that WMSoc has accredited or endorsed your event or your product and you must not imply this even by word of mouth. You can state that the CPD points accrued are WMSoc recognised and those points accrued are WMSoc CPD points.
- 1.5 **No individual, member or company may use the WMSoc Logo. If approved, authorisation is limited to use of the WMSoc CPD logo.**
- 1.6 This agreement shall be subject to the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, WMSoc shall, if the territory is not in the United Kingdom alone, have the exclusive right to waive this provision and take appropriate legal action the provider in any jurisdiction.

2. Approval

- 2.1 In order to ensure speedy approval for use of the logo, the appropriate application form must be completed in full.
- 2.2 The Water Management Society will issue you with an electronic version of the WMSoc CPD logo that you can use to badge the event. The date, unique event number and CPD hours granted will be also be issued. These must not be altered under any circumstances.

3. Intellectual Property

- 3.1 The Water Management Society will not divulge any of your data or intellectual property to any third party or organisation unless specifically requested to do so by yourselves, in writing.

4. Complaints

- 4.1 If the Water Management Society has any concerns we may send a representative as a delegate to the event, but will inform you of our intention to do so prior to the event
- 4.2 In the unlikely event of complaints about the quality, delivery or suitability of your event, The Water Management Society reserves the right to audit your event. The Water Management Society will give you feedback based on their visit in order that you can address any issues raised by your delegates or noted by the auditor.

5. CPD Points

- 5.1 CPD points will be allocated based on 1 point received for one hours learning.

Please turn over

6. Charges

6.1 The charges made by the Water Management Society must be paid on application. In the event that the approval is not granted the fees will be returned minus an administration fee of £85 +VAT.

7. Termination

7.1 The authority to use the WMSoc logo will cease twelve months after the date of authorisation.

7.2 Either party may terminate this licence on written notice:

7.2.1 in the event of any material breach of these terms and conditions;

7.2.2 the other party ceases to do business;

7.2.3 the other party goes into liquidation or receivership or makes a voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986 or the Enterprise Act 2002 as applicable);

7.2.4 the other party becomes bankrupt or makes any arrangement or composition with its creditors;

7.2.5 there is a change of control (as defined in the s840 of the Income and Corporation Taxes Act 1988) of the other party.

7.3 The Water Management Society may terminate this agreement.

7.3.1 if the provider fails to comply with the findings of any audit following a complaint;

7.3.2 if the provider commits an act of gross misconduct, commits any act of dishonesty, or engages in any misconduct which in the bona fide opinion of the Water Management Society brings it into disrepute;

7.3.3 on written notice if the provider challenges the validity of the logo or the rights of the Water Management Society; or

7.3.4 on six months written notice.

8. Effect of Termination

8.1 On termination of the agreement, the provider will cease to use the WMSoc CPD logo immediately and within 30 days pay the Water Management Society all sums due under the agreement together with accrued interest.

8.2 Termination of the agreement shall be without prejudice to the accrued rights, remedies, and obligations of the parties.

9. Force Majeure

9.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that its performance is interrupted or prevented by anything beyond reasonable control of either party.

9.2 Such delay shall not constitute a breach of this agreement and the time for performance shall be extended by a period equivalent to that during which the performance was so prevented.

10. Definitions

Agreement - means, this authorisation to use the WMSoc CPD logo.

Authorisation period - means, subject to earlier termination in accordance with the terms of this agreement, one year from date of authorisation for use of the WMSoc CPD logo.

Event/activity - means, any activity for which you wish to use the WMS CPD logo. This will include but is not limited to, breakfast meetings, toolbox talks, on-the-job training, formal training courses, seminars, practical work-based training activities, training of new techniques or equipment.