

RULES OF USE GOVERNING THE WYNLEIGH ICS LOGO

1. Introduction

1.1. These Regulations relate to the use and application of Wynleigh ICS Logos/trademarks shown in Section 3.6 of this document.

2. Definitions

2.1. In these Regulations:

2.1.1. "Wynleigh ICS" means Wynleigh International Certification Services Proprietary Limited.

2.1.2. "Certificate" means the certificate issued by Wynleigh ICS specifying the scope of registration of the management system to a specified ISO standard.

2.1.3. "Certification Body" means Wynleigh ICS.

2.1.4. "Client" means Wynleigh ICS registered organisation.

2.1.5. "Standard" means the standards referred to in the Wynleigh ICS issued Certificate.

2.1.6. "Use" means the lawful, authorised, restricted, non-exclusive, limited and revocable right or licence to use the Wynleigh ICS Logos.

2.1.7. "Logo" means the Wynleigh ICS logo or trademarks.

3. Use of the Wynleigh ICS Logo

The Wynleigh ICS Logos are registered with the South African Companies and Intellectual Commission as a trademark according to the Trade Marks Act No. 194 of 1993 and are protected by common law and by statute.

3.1. The Client shall observe all Regulations made by Wynleigh ICS from time to time as to colour, size and representation on the stationery and publicity materials related thereto and obtain the prior written approval of Wynleigh ICS in relation to these matters should a deviation be required.



3.2. The Client specifically agrees that:

- 3.2.1. It will not alter the Wynleigh ICS Logos in any way;
- 3.2.2. It will only use the Wynleigh ICS Logos on its stationery and publicity material;
- 3.2.3. It will use the Wynleigh ICS Logo only in relation to the scope of registration;
- 3.2.4. It will follow the exact instructions of the Certification Body regarding permitted application which may accompany the Wynleigh ICS Logos;
- 3.2.5. It will, upon the suspension, withdrawal or cancellation of the Certificate, forthwith/ discontinue the use of the WICS Logos on its stationery and publicity materials which contain or make reference thereto, and will not thereafter use any imitation or simulation thereof;
- 3.2.6. It will not, during the period of validity of the Certificate or thereafter, make or assert any claim of ownership to the Wynleigh ICS Logos and will not dispute the right of Wynleigh ICS, its successors or assigns, to authorise the use of the Wynleigh ICS Logo as provided herein;
- 3.2.7. It will not use the Logo/s of the Wynleigh ICS Accrediting Body (SANAS) in any case or under any conditions;
- 3.2.8. It will use the WICS Logo/s adjacent to or in conjunction with its own trading Logos only as approved by Wynleigh ICS and without being more prominent than that of the Clients logo;
- 3.2.9. The Client's right to use the Wynleigh ICS Logo is only transferable with the written permission of the Certification Body.

3.3. Use of the Wynleigh ICS Logos do not exonerate the Client from any liability imposed by law regarding any aspects of its scope of registration.



WYNLEIGH INTERNATIONAL
CERTIFICATION SERVICES

Your Link To Business Excellence

3.4. The Wynleigh ICS Logos are as follows:

3.4.1. The logo displayed below is the Wynleigh ICS Corporate Logo and may not be used by any Client.



WYNLEIGH INTERNATIONAL
CERTIFICATION SERVICES

3.4.2. The WICS Logos below are designed for every specific field of registration or certification and may only be used after successful certification and according to the requirements set out in 3.2.3.



3.5. The Wynleigh ICS Logos may be reproduced in the colours as follows:

- Pantone 222 C or black or greyscale

3.6. A client that holds registration in more than one field, must display the logo which contains only those standards that they are registered to, and according to the requirements set out in 3.2.

3.7. Subject to 3.2 the Wynleigh ICS Logo may be uniformly enlarged or reduced.

3.8. The Client may display the Logo:

3.8.1. on its website;

3.8.2. on its letterheads and stationery;

3.8.3. in advertising or in promotional material;

3.8.4. on a panel or boarding that identifies its premises or the nature of its business;

3.8.5. on a flag, obtainable from Wynleigh ICS, to be displayed at such premises;

3.8.6. on a fleet vehicle or delivery vehicle, obtainable from Wynleigh ICS, provided that, in all instances referred to in this Clause 3.8, it is clear from such display through the use of appropriate descriptors, if necessary, that the Logo relates to the subject of management system certification only and not to the Client's Services/Products (For example: "An ISO 9001 Certified Organisation"). The Client undertakes and agrees to ensure that the Logo is never applied in such a way so as to create the impression that the Client's Services/Products are themselves certified and agrees to follow all of the directions provided by Wynleigh ICS in this regard as soon as is practically possible.

3.9. The Marks may not be used on Client's Service/Product packaging, product label or on the product itself and may not be used on any calibration report/certificate, test report or product data sheet or in any circumstances that suggest that the logo applies to a particular Client's Service/Product.

3.10. No Marks shall be applied to laboratory test, calibration or inspection reports or on any other documentation, which may be deemed as a Client Service/Product.



- 3.11. Upon Suspension or withdrawal of registration, the client shall immediately cease the use of the Wynleigh ICS Logo/s on any instance as indicated in 3.2.5
- 3.12. The incorrect use of the Wynleigh ICS Logo/s may result in the:
 - 3.12.1. Cancellation of certification contract or/and;
 - 3.12.2. legal action;
 - 3.12.3. exclusion/removal from the Wynleigh ICS register;
 - 3.12.4. and preclusion from re-applying for Wynleigh ICS registration for an exclusion period of 3 years.