



BRITISH FURNITURE MANUFACTURER'S ASSOCIATION

LICENCE AGREEMENT AND REGULATIONS FOR USE OF THE BFM GREAT BRITISH FURNITURE POINT OF SALE MATERIAL

1. Introduction

Those who sign-up to the BFM's Code of Practice (CoP) and who are 'approved' by the BFM Board of Directors will be able to use the 'Great British Furniture (GBF) Toolkit Package' ('TP') which contains Point of Sale (POS) and other design material in accordance with these Regulations for use. The 'TP' includes print materials, swing tags, web material and branding guidance.

2. Use of the Toolkit Package' ('TP') material

The POS material may only be used by current members of the BFM and in accordance with these regulations. If a member ceases, for whatever reason, to be a member of the BFM or ceases to be entitled to use the 'TP' in accordance with these regulations, it must immediately remove the 'TP' material from its premises, website, written materials, letterhead and other stationery, any products exposed for sale and any promotional material bearing the 'TP' material.

There is no statutory definition of 'furniture manufactured in the UK (United Kingdom of Great Britain)'. Care must therefore be taken by members when using the 'TP' material in relation to specific products or categories of products.

It is a pre-condition of the use by a member of the 'TP' material that the member can demonstrate at all times that at least 50% by output of its sales are UK manufactured products.

Members may only apply 'TP' material to products which are manufactured in the UK and not on any imported ranges. Nor, should the 'TP' be used in a way which misrepresents the product or products as being manufactured in the UK when they are not. This applies to all uses including when exposing a product for sale and in advertisements.

Members should only use the images contained within the 'TP' and in according with the branding guidance. The images should not be distorted or manipulated in any way.

The member should not use the 'TP' material in banner advertising either on its website or in its written materials or at its premises which might mislead the public / client into thinking that all its products are furniture which is manufactured in the UK, when this is not the case.



3. Complaints regarding misuse of the Toolkit Package’ (‘TP’) material

Upon receipt of a complaint from a consumer, another member, the trading standards department of any local authority, a third party or of its own volition, the member must inform BFM of the alleged misuse. Should BFM be informed of the alleged misuse by a third party it shall notify the member.

If the misuse is clear then BFM will request that the member immediately conforms to these regulations or ceases its use of the ‘TP’ material in relation to non-conforming products.

If the alleged misuse is not clear, then the BFM may investigate the allegation of misuse and give the member the opportunity to be heard in writing or in person according to the seriousness of the allegation.

If the BFM finds there is misuse then it may take the following steps:

- Suspend the right of the member to use the ‘TP’ material for a defined period and the member undertakes in writing that it will return fully to compliance with these Regulations; and/or
- Terminate the member’s licence to use the ‘TP’ material and require the member to remove them from all areas, letterhead, stationery etc.; and/or
- Provide guidance in respect of a minor breach to the member to avoid future breaches of these Regulations.

4. Indemnity

The member shall in this Licence Agreement indemnify BFM against any third party claims, threats of action, costs and proceedings, as well as against any damages awarded or other penalties where such claims arise from the misuse by the member of the ‘TP’ material.

Company Name.....

SIGNED for and on behalf of the Licensee by.....

NAME OF SIGNATORY (Please Print).....

POSITION OF SIGNATORY.....

DATE.....