



HIA LOGO TERMS & CONDITIONS

1. The Housing Industry Association Limited (HIA) permits its members to use its name and certain registered trademarks, logos and other brand features (the “HIA Logos”) in limited circumstances and as specified in these Terms & Conditions. By using HIA’s Logos, members agree to adhere to the terms and conditions below.
2. The HIA Logos covered by these Terms & Conditions are limited to those accessible at <https://hia.com.au/Publications/LogosGuides/MemberDownloads>. The HIA Logos may be changed, removed or replaced at any time by HIA.
3. HIA may also modify these Terms & Conditions at any time. Continued use of the HIA Logos will constitute consent to such modifications.

Ownership of Logos and Name

4. The HIA Logos are the sole and exclusive intellectual property of HIA. Use of the HIA Logos is a limited and revocable license and creates no rights in or to the HIA Logos or their use beyond such use.

Use by current financial members of HIA only

5. The HIA Logos may only be used for the period where a corporate/individual/ business entity member of HIA is fully financial for the duration of the membership period.
6. The use of the HIA Logos is granted to the member only for the purpose of displaying, communicating and promoting that the member is a member of HIA.
7. If a company/individual/ business entity fails to pay or renew their HIA membership or their membership is cancelled or terminated, they must immediately cease using the HIA Logos and remove them from their website, stationery and sales and marketing material etc.

Acceptable Use

8. All users of the HIA Logos must conform to the following guidelines:

(a) HIA Style Guide

Members must conform to the HIA Style Guide, as updated and modified by HIA from time to time. The HIA Style Guide is accessible at <https://hia.com.au/-/media/HIA-Website/Files/Publications/Member-downloads/HIAstyleguide.ashx>.

(b) HIA Logos Must Not Be Physically Altered

The HIA Logos must not be revised or altered in any way, and must be displayed in the same form as produced by HIA in the HIA Style Guide.

(c) No Incorporation:

Members must not incorporate the HIA name or HIA Logos into their own product name, service names, trademarks, logos, company names, domain names, website title, publication title, application icon, favicon, or the like.

(d) Prominence:

The HIA Logos must not be the primary or most prominent feature on their web page or in any non-HIA materials, such as marketing or sale brochures.

(e) Be Honest and Professional When Using HIA Logos

The HIA Logos must be used in a professional manner on the member's website, business cards, stationery, marketing or sale brochures, storefront window, or in any other comparable manner to display, communicate and promote the user's membership with HIA.

The HIA Logos must not be used in any manner that:

- i. might create potential confusion as to the owner of the HIA Logos or imply that HIA is the source of the member's products or services;
- ii. invalidates or puts in dispute HIA's title or rights in the HIA Logos;
- iii. damages or discredits HIA, its reputation and goodwill;
- iv. is false, misleading or deceptive or contravenes the *Competition and Consumer Act 2010* or similar legislation;
- v. violates the rights of others, any law, regulation, or other public policy; or
- vi. mischaracterises the relationship between HIA and the member, including but not limited to any use of the HIA Logos that might be interpreted as a specific endorsement, approval, sponsorship, or certification by HIA of the member, the member's business or organisation, or the member's products or services.

Other matters

9. HIA may, at its sole discretion, suspend or terminate the use of the HIA Logos if:
 - (a) it determines that a member's usage of the HIA Logos, whether wilful or negligent, does not comply with these Terms & Conditions, or otherwise could discredit HIA or harm, damage or tarnish HIA's reputation and goodwill,
 - (b) the member does not pay the required membership fee or any other amount owing to HIA;
 - (c) the member becomes insolvent or ceases trading;
 - (d) the member, for whatever reasons, ceases to be a member of HIA
10. HIA has complete discretion in determining if the HIA Logos are being used in violation any of these Terms & Conditions.
11. Users of the HIA Logos will indemnify HIA against any and all claims and causes of action threatened and/or initiated by third parties based on their use of materials that contain one or more of the HIA Logos, including but not limited to claims of infringement of intellectual property or breaches of the *Competition and Consumer Act 2010* or similar legislation.
12. Members who are unsure about how to use the HIA Logos should please contact marketing@hia.com.au.