

Environmental
Warrant of Fitness



EWOFF Limited
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Terms and Conditions (incl. fees)

EWOFF011
Version 1.2

1. General Information

EWOF Limited is committed to providing a suite of standards and tools for businesses to recognise their environmental commitment and responsibility. Approval is granted to businesses that successfully complete the EWOFF verification process for each standard that the business wants to gain recognition to. The recognition relates only to the relevant EWOFF standard (e.g. EWOFF Site Standard), scope of certification, and time period as stated on the certificate.

2. Acceptance of terms

By completing the on-line registration process and related fee you (the user) are agreeing to be bound by these terms and conditions.

3. Access to the on-line tools

Once registration is complete the user will gain access to the member's area. This area includes guidance on the implementation of the relevant EWOFF standards and tools to upload your evidence. Access will be provided immediately when payment is successfully completed by credit card. For other forms of payment access will be granted within two working days of the payment being received (i.e. in EWOFF bank account or when a cheque has cleared). Access to the on-line tools is for a period of 12 months following the date of registration.

4. The right to use the EWOFF logo(s)

Once you have successfully completed the verification process you will gain access to use the relevant EWOFF logo(s). The conditions of use of the logo and brand guidelines (EWOFF010 EWOFF logo guidelines) are issued with the logo(s). It is your responsibility to read and understand these guidelines and any relevant legislation governing environmental marketing claims in your Country. The right to use the logo is included in the annual fee and the logo cannot be used when the fee has not be paid or renewed.

If you wish to use the logo(s) after your initial verification period (12 months) then you must:

- Pay the annual fee
- Update and resubmit your evidence
- Undergo a successful desktop verification
- Comply with these terms and conditions at all time

You will then be issued a new certificate and logo(s) for the next 12-month period.

5. Removal of right to use logo(s)

As outlined in EWOFF010 EWOFF logo guidelines in the event that:

- EWOFF Limited removes your right to use the logo(s);or
- You withdraw from the EWOFF programme; or
- Your EWOFF approval expires.

You must immediately cease all use of the logo(s) or representation that you are associated with EWOFF Limited or certified to an EWOFF standard. The costs associated with this are at your expense.

6. Fees

There is a one-off all inclusive fee associated with each standard. The fee for the EWOFF Site Standard is a fee per site. The fees will be displayed at www.ewof.co.nz. The fee structure will be reviewed in February of each year and all renewing clients will be notified of any fee changes by 1 March in that year. Fee changes are effective from 1 April in any year.

7. Refund of fees

In the event that you withdraw from EWOFF or your verification is not successful or your right to use the logo(s) is removed then EWOFF Limited is not obliged to refund your annual fee.

8. EWOF Limited obligations

EWOF Limited is committed to:

- Using best endeavours to ensure that any data or information you submit shall be kept secure and confidential.
- Ensuring that your data is not used for any other means other than verification purposes.
- Conducting the verification processes in a timely manner.
- Requiring verifiers to act impartially and retain client confidentiality.
- Advise you and EWOF Technical Committee of any complaints received from third parties about you and conduct an investigation into the complaint.
- Publish a register of each current EWOF approved business including their name, scope of approval and expiry date.

9. Intellectual property

You will only receive the right to use the EWOF logo(s) as provided by EWOF Limited and do not receive or acquire any rights to any intellectual property relating to the EWOF standard(s) and tools.

10. Legal compliance

It is your responsibility to ensure that your use of the EWOF logo(s) do not mislead, deceive or infringe any third party's rights or the applicable laws of any country. EWOF Limited has no liability in the event that you make a misleading claim or infringe any laws.

11. Contacts

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