



TERMS AND CONDITIONS (FOR THE USAGE OF THE SERVICES SECTOR EDUCATION AND TRAINING LOGO)

1. The Services Sector Education and Training Authority ("*the Services SETA*") is a statutory body established in terms of section 9 of the Skills Development Act No. 97 of 1998 as amended ("*the SD Act*"). It is also a Public Entity as listed under Part A of Schedule 3 to the Public Finance Management Act No. 1 of 1999 as amended ("*the PFMA*").
2. The Services SETA has and owns a 'mark' as defined under the provisions of section 1 of the Trade Marks Act No. 194 of 1993 as amended ("*the Trade Marks Act*"), it being its Logo.
3. The Logo is the exclusive property of the Services SETA. As such, the Services SETA owns all right, title and interest in the Logo, including but not limited to, copyright, trademark, service mark, trade dress, moral rights, rights under any statutory protection of fine arts, and otherwise, as applicable.
4. The Services SETA is, accordingly, the sole owner of all rights, title and interest in and to the Logo and variations thereof, together with the goodwill that is symbolized by such mark. Except for the rights expressly granted hereunder, you will not have any rights, title or interest in or to the mark. You acknowledge that the Logo and all trademarks included therein have acquired secondary meaning and that your use of the same, including the goodwill associated therewith, inures solely and exclusively to the benefit of the Services SETA.
5. The Services SETA strictly prohibits the use of its Logo by external providers and stakeholders. The only instance upon which the Services SETA Logo may be used is where a specific request to make use of the Logo has been made and was granted in writing by the organisation.
6. Where consent and approval has been granted, the use of the Services SETA Logo will be subject to the following specific conditions, in terms of which you agree to:
 - 6.1. Refrain from asserting any ownership, proprietary or other rights in the Logo or to challenge, contest, or take any other action inconsistent with the Services SETA's exclusive ownership rights in the Logo, irrespective of any use you may make of the Logo;
 - 6.2. Refrain from seeking any form of registration, in any jurisdiction, of any trademark, service mark, trade dress, logo or other commercial designation that includes the Logo or any colourable imitation or derivative thereof;
 - 6.3. Refrain from pursuing any claim, action or proceeding against the Services SETA, its employees, consultants or stakeholders based upon the usage of the Logo;
 - 6.4. Indemnify and defend the Services SETA from and against any claim, cost or liability of any kind, including for copyright and trademark infringement, arising out of your usage of the Logo; and
 - 6.5. Waive, release and hold harmless the Services SETA, its employees, consultants or stakeholders from any claim or liability based upon your usage of the Logo and the impression created thereby.
7. No permission is granted to use the Logo or a copy thereof for further distribution or commercial use without the express written consent of the Services SETA.



8. Permission to use the Logo is granted without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
9. The preferred colour behind the Services SETA Logo is white. Therefore, the Logo must never be reversed out. To ensure that the Logo is always clear as presented, it should never be reproduced smaller than one-half inch. This requirement is to ensure that the words "services seta," "services," or "seta!" are legible.
10. The following are further conditions applicable to the use of the Services SETA Logo, namely:
 - 10.1. You may only use the Logo while you are a stakeholder of the Services SETA.
 - 10.2. You are to cease using the Logo if your accreditation has expired or lapsed or if you are suspended as a provider (either voluntarily or otherwise) or if you are directed you in writing by the Services SETA.
 - 10.3. You may only use the Logo in its entirety, except that you may change its size or use it in black and white.
 - 10.4. You are not to use the logo in any way that could mislead the public or bring the Services SETA scheme into disrepute.
 - 10.5. You are not to copy or forward an electronic copy of the Logo to any person or organisation except for in the course of its approved usage.
 - 10.6. You are to indemnify the Services SETA against all loss, damage, liability, cost and expense suffered or incurred by us as a result of your breach of these terms. Where legal action is taken by the Services SETA you hereby agree to pay the legal costs thereof on an attorney-and-own-client scale.
 - 10.7. You are to ensure that the Services SETA Logo never takes prominence over your Company's name or logo.
11. The Services SETA reserves the right to withdraw the approval or permission to use and reproduce its Logo whenever, in its sole discretion, it believes that the privilege is being used in a way that is detrimental to its interests or the above conditions are not being met