

The Furniture Master Seal Code of Practice

FURNITURE MASTER SEAL - CODE OF PRACTICE

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FITEC (Forest Industry Training)

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Trade Mark

Purpose of certification registration

1. The registration of the Trade Mark as a certification trade mark ensures that all companies that qualify are able to use the Trade Mark.

Owner of certification trademarks and approved certifier

2. FITEC, a not-for-profit organisation, is the owner of the following trade mark (the Trade Mark)



3. FITEC is the training arm of the Furniture Industry in New Zealand and in collaboration with the Furniture and Cabinetmaking Association of New Zealand (FCANZ) is committed to the growth and success of the Furniture Industry in New Zealand by promoting New Zealand made furniture through the Furniture Master Seals Trade Mark and a public awareness campaign aimed at educating furniture buyers about New Zealand made Furniture. FITEC has the task of administering a scheme for identifying furniture companies which may use the Furniture Seals. FITEC is the only entity who may certify use of the Trade Mark for New Zealand made furniture and bedding. The Trade Mark may only be used on New Zealand Made furniture.

Eligibility

Eligibility for a Furniture Master Seal

FITEC administers the eligibility process for a Furniture Master Seal. Any furniture maker, cabinetmaker, furniture finisher or bedding maker can apply for eligibility by becoming a member of the Furniture and Cabinetmaking Association (FCANZ) and completing an FCANZ membership application form (copy attached). Existing members wishing to use a Furniture Seal will need to provide additional information to confirm their eligibility – see terms and conditions below. FITEC will process all applications for Furniture Master Seal eligibility and will approve eligibility on the terms and conditions defined in these rules. FCANZ members who become eligible are authorised to use the Trade Mark in accordance with these rules.

Approval of Eligibility

FITEC will approve an application for eligibility or renewal where the applicant can satisfy it that they have;

- paid the necessary fees

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- have joined the Furniture and Cabinetmaking Association of New Zealand (FCANZ),
- provided evidence that 50% of their staff have an NZQA-recognised qualification of relevance to the industry or are in training towards such a qualification. This will be monitored on an annual basis for renewal applications
- signed the declaration included in the application form confirming that they have received and will comply with these rules
- agreed never to directly or indirectly challenge, contest or call into question the validity of the Trade Mark or the ownership of the Trade Mark
- agreed to indemnify and hold FITEC harmless from any claims arising out of their use of the Trade Mark and;
- agreed to comply with any request from FITEC for evidence that the Trade Mark are being used in accordance with these rules.

Certificate of Eligibility

FITEC's approval of an application for eligibility will be evidenced by issuing a certificate of eligibility that is valid for the period specified on the certificate. The certificate of eligibility remains the property of FITEC and must be returned promptly to it on request or on termination of membership.

Fees

Furniture and Cabinetmaking Association of NZ – Membership

- \$200 + GST first 12 months
- \$380 + GST annually

Furniture Master Seal

- \$350 + GST annual registration plus 24 cents per Seal (minimum order 500 Seals)

Amendments to details on Furniture Master Seals Register

All Furniture Master Seal holders shall notify FITEC within 14 days of any change to the details relating to that holder contained on the Furniture Master Seals register.

Use of Trademarks (Seals) and Application

Use of the Trade mark by Seal holders

Seal holders can only use the Trade Mark (Seals);

- in relation to furniture and bedding made or produced in New Zealand,
- in accordance with any statutory requirements
- in a way that does not mislead the public as to the goods or services for which use of the Trade Marks is authorised
- in combination with other elements that do not detract from the effectiveness of the Trade Marks
- in a context that does not imply quality assurance
- in a way that will not affect the validity of the Trade Marks and
- On labels, displays, outer wrapping and advertising in accordance with these rules and in such other manner as may, from time to time, be directed or approved by FITEC.

For the purposes of interpreting the term “made or produced in New Zealand” it is understood that Furniture and/or bedding is made or produced in New Zealand if its parts are transformed so that the essential characteristics of the item of furniture or bedding come into being in New Zealand.

Alteration of design of the Trade Marks not permitted

Seal holders are not permitted to alter or amend in any way the design elements of the Trade Marks.

Compliance

Request for evidence from applicant

FITEC may as part of determining eligibility, at any time, request evidence from a Seal holder or applicant that its use of the Trade Mark complies, or will comply with these rules. Within a time period set by FITEC the Seal holder must prove, to the satisfaction of FITEC, its use or proposed use of the Trade Marks will comply with these rules. In the absence of such evidence from the Seal holder or applicant that 50% of their staff have an NZQA-recognised qualification of relevance to the industry or are in training towards such a qualification, FITEC may cancel the Seal holder's authorisation to use the Trade Marks or refuse an application for eligibility.

Feedback

Feedback received by FITEC about incorrect use of the Trade Mark by a Seal holder

FITEC shall follow the following procedures in relation to negative feedback where three or more complaints are received in a calendar year by a Seal holder:

- FITEC will send the Seal holder a notice advising of the feedback and ask for the Seal holder's response within 14 days.
- The Seal holder will respond to FITEC within 14 days, attaching evidence to support its position.
- FITEC will evaluate the Seal holder's response to determine whether the negative feedback is valid or insufficiently addressed by the Seal holder.
- Should the negative feedback be valid or the Seal holder is not complying with these rules, FITEC may remove authorisation to use the Seal.

Responsibility

Right to use not assignable

Seal holders shall not be entitled to transfer or assign the right to use the Trade Marks granted under these rules.

Liability in relation to use of the Trade Marks rests with a Seal holder

All liability shall rest solely with the Seal holder in relation to that Seal holder's use of the Trade Marks.

Use of Trade Marks to cease upon termination or withdrawal

Upon termination or withdrawal from authorisation to use the Trade Mark, the Seal holder shall immediately cease using the Trade Mark.

Cancellation

A Seal holder ceases to be authorised to use the Trade Marks if it does not fulfil any of the conditions of use set out in these Rules.

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Fees forfeited if authorisation cancelled, suspended or revoked

In any instance where FITEC suspends or revokes a current authorisation in line with these rules, or where a Seal holder voluntarily cancels their authorisation, all associated fees are forfeited to FITEC.

Amendments to rules and conditions

Amendment to rules and conditions

Subject to the prior approval of the Commissioner of Trade Marks, FITEC may from time to time alter these rules or adopt new rules wholly or in part. FITEC will advise all seal holders of any change to the rules as soon as is practical.

Notices

Any notice given in pursuance of these rules shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the seal holder concerned at its address on the register.

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Furniture Master Seal Eligibility Application

Registered business name:				
Trading name:				
Street Address:				
Postal address:				
Business telephone:				
Business fax:				
Website:				
Contact person and title:				
Contact's mobile:				
Contact's email:				
Total number of company staff:				
Please indicate which Seal is being applied for:	Cabinet maker <input type="checkbox"/>	Furniture Maker <input type="checkbox"/>	Bedding maker <input type="checkbox"/>	Furniture Finisher <input type="checkbox"/>
Insert names of all staff members below. Where applicable, insert NZQA-recognised qualifications against person's name. If required, attach sheet with additional names.	Date of Birth	Name of qualification		
Declaration: I have read the Furniture Master Seal Code of Practice and agree to comply with the terms and conditions therein.	Signature Company CEO or authorised representative		Date	