



- 1.1 "Membership Manual" The Company's byelaws and operations manuals updated from time to time.
- 1.2 "Logo" The Company's logo a copy of which is set out in the Schedule and as may be amended by the Association from time to time.
- 1.3 "Name" The Company's name that is to say "The Riding for the Disabled Association incorporating Carriage Driving" sometimes known as and shortened to the Acronym 'RDA' (in such format font size and colour as may be determined from time to time by the Company).
- 1.4 "Insurance Policy" The insurance policy or policies from time to time arranged by the Company in accordance with clause 3.3 hereof.
- 1.5 "Insurance Premium" That part of the premium from time to time payable for the Insurance Policy which is apportioned to the Group.
- 1.6 "Intellectual Property" Together the Name Logo Permitted Name Membership Manual and any copyright registered design trademark or other industrial or intellectual property right subsisting in any one or more of the Name Logo Permitted Name and Membership Manual
- 1.7 "Board" The Board of Directors from time to time of the Company.
- 1.8 "Annual Membership Fee" The Annual Membership Fee of the Company as

determined from time to time by the Board.

- 1.9 "Permitted Name" The name of the Group as set out on page 1 of this Membership Agreement.
- 1.10 "Services" The Services described from time to time in the Membership Manual.
- 1.11 "Expert" A solicitor qualified for more than ten years and experienced in the law relating to Charities.

## 2. CONSIDERATION

In consideration of payment of the Annual Membership Fee the Company grants to the Group a non exclusive non assignable licence to use for all purposes in connection with the furtherance of the Objects but not further or otherwise the Name Logo and Intellectual Property.

## 3. THE COMPANY'S OBLIGATIONS

The Company agrees with the Group whilst it remains a member:

- 3.1 To provide the Group with a copy of the Membership Manual and any updates.
- 3.2 To promote the Company and the Objects.
- 3.3 To arrange Public Liability Personal Accident and Trustee Indemnity Insurance Policy or Policies with an insurer of repute to cover the Company the Group and other groups and its and their trustees for all such limits of indemnity as are deemed necessary in the absolute opinion of the Board subject to prompt payment by the Group of the Insurance Premium.
- 3.4 To support the Group in its efforts to promote the Objects in such manner as the Company thinks fit.
- 3.5 To provide the Group with advice guidance and assistance in relation to health and safety matters and to attaining the standards set out in the Membership Manual.
- 3.6 To provide the Group with training advice and guidance in implementing the training methods set out in the Membership Manual.

- 3.7 To provide the Group with information concerning the Company via the Company's newsletter (for the time being known as "RDA News") and any other medium operated by the Company.
- 3.8 To provide such other services insurances support and guidance as are from time to time set out in the Membership Manual.
4. THE GROUP agrees with the Association throughout the duration of this Agreement:
- 4.1 To promote the Objects.
- 4.2 To comply with the Membership Manual and in particular to attain and maintain standards for health and safety and training set out therein.
- 4.3 To ensure that all members of the Group whether volunteers or otherwise receive sufficient training to ensure compliance with the Membership Manual.
- 4.4 Not to permit any person who has not been trained to the standards set out in the Membership Manual to assist in the provision of riding and/or carriage driving to Disabled People.
- 4.5 To use the Name and Logo on all printed materials and other items produced for and/or on behalf of the Group.
- 4.6 To ensure that all letterheads stationery brochures promotional material and similar items include the words "A Member of the Riding for the Disabled Association Incorporating Carriage Driving - Registered Company No 5010395, Registered Charity Number 244108".
- 4.7 In all matters to act loyally and faithfully towards the Company.
- 4.8 To pay to the Company on the relevant payment dates:
- 4.8.1 The Annual Membership Fee.
- 4.8.2 The Insurance Premium.
- 4.8.3 Any other sums due for the supply of any Services as determined by the Company from time to time

- 4.9. Not to cause or permit anything which may damage or endanger the Intellectual Property or the Company's title to it or assist or allow others to do so.
- 4.10 To compensate the Company for any use by the Group of the Intellectual Property otherwise than in accordance with this Agreement.
- 4.11 On the expiry or termination of this Agreement forthwith to cease to use the Intellectual Property in any way or format.
- 4.12 Not to tamper with the Name Logo Permitted Name or Intellectual Property.
- 4.13 Not to use the Intellectual Property otherwise than as permitted by this Agreement.
- 4.14 Not to use any name or mark similar to or capable of being confused with the Name the Permitted Name or the Logo.
- 4.15 To use the Permitted Name as its only name.
- 4.16 To provide the Company with a certified copy of the Group's adopted Constitution and satisfactory evidence that the Group has been registered as a Charity.
- 4.17 To supply the Company promptly with Census Returns and such other statistical information as may be requested from time to time.
- 4.18 To advise the Company forthwith of any act or event that causes the Group to cease to be a Charity.
- 4.19 If requested by the Company in writing to provide it with a copy of the Group's Annual Return Trustees' Report and Accounts sent (or which should be sent) to the Charity Commission, Office of the Scottish Charity Register or Inland Revenue (as may be appropriate) for any period or periods.
- 4.20 To co-operate fully with the reasonable requirements of the Regional and County Officers of the Company.
- 4.21 To provide the Company promptly with such information concerning the operation of the Group as it shall from time to time reasonably request.

- 4.22 To permit the Company's officers and/or employees at all reasonable times to enter any premises used by the Group to carry out such inspections as are deemed necessary and to inspect and take copies of the books of account of the Group and to do all other such things as may be necessary for the protection of the Company and/or its connection and reputation and the Intellectual Property.
- 4.23 Not to assign sub-licence charge or otherwise deal with this Agreement in any way.
- 4.24 Not to cause or permit any breach of any Insurance Policy maintained under the provisions of this Agreement.
- 4.25 Forthwith to notify the Company of any claim or circumstances which might give rise to a claim under the Insurance Policy.
- 4.26 Not to replace alter amend or do any similar act or thing to the Group's adopted Constitution without the prior written consent of the Board.
- 4.27 Not to amalgamate merge take over or do any similar act or thing with any other member group organisation and/or body without the prior written approval of the Board.
- 4.28 To notify the Company forthwith of any change in the composition of the Trustees of the Group or any change of address of any Trustee

## 5. TERMINATION

The Company may terminate this Agreement on giving 28 days notice:

- 5.1 On the occurrence of any of the following events which are fundamental breaches of this Agreement:
- 5.1.1 Failure to comply with the terms of any Default Notice (as defined in clause 5.4) within the time stipulated.
  - 5.1.2 Failure to pay any sums due under this Agreement.
  - 5.1.3 Any assignment or other disposal of this Agreement by the Group.
  - 5.1.4 Any challenge by the Group to any part of the Intellectual Property.

- 5.2 If the Group engages in any conduct which in the opinion of the Company is/or might be prejudicial to the Company or brings or might bring it into disrepute
- 5.3 If the Group ceases to be a Registered Charity or changes its Objects so that they are materially different from those of the Company
- 5.4 In the event of a breach by the Group of any of the provisions of this Agreement (other than a fundamental breach) the Company may serve a notice ("Default Notice") requiring the breach to be remedied within a time limit stipulated in the notice.

## 6. TERMINATION CONSEQUENCES

6.1 On the termination of this Agreement the Group undertakes forthwith:

- 6.1.1 To destroy all stationery bearing the Name Permitted Name and/or Logo.
- 6.1.2 To cease to use the Intellectual Property.
- 6.1.3 To cease to use the Permitted Name.
- 6.1.4 To return to the Company all originals or copies of any documents and information on any form containing or covering in any way any part of the Intellectual Property
- 6.1.5 To return all copies of the Membership Manual in the possession or control of the Group.
- 6.1.6 To pay to it any sums due to the Company.

## 7. GENERAL

- 7.1 The Company may without liability or reference to the Group grant a licence to any entity on such terms as the Company in its sole discretion deems fit
- 7.2 All the provisions of the Membership Manual as amended or revised from time to time or any new edition of it are incorporated into and form part of this Agreement as though fully set forth herein and in the event of any conflict the provisions of this Agreement shall prevail.

- 7.3 If at any time the Group shall cease to operate decide to dissolve or do any similar act or thing then after making provision for all outstanding liabilities the Group shall transfer any remaining asset and funds to the Company.
- 7.4 The parties agree that this Agreement may not be varied except in writing signed by duly authorised representatives of the parties.
- 7.5 In the event that any provision of this Agreement is declared by any court or other competent authority to be void voidable illegal or otherwise unenforceable in whole or part the remaining provisions of this Agreement shall remain in full force and effect unless the Company in the Company's discretion decides that the effect of the declaration is to defeat the original intention of the parties in which event the Company shall be entitled to terminate this Agreement upon giving 14 days notice to the Group

## 8. ARBITRATION AND JURISDICTION

- 8.1 This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the non-exclusive jurisdiction of the English Courts.
- 8.2 Any dispute arising out of or in connection with this Agreement shall be referred to the Expert (acting as expert and not as an arbitrator nominated on the application of either party to the President for the time being of The Law Society of England and Wales.

## 9. NOTICES AND SERVICE

- 9.1 Each of the parties shall give notice to the other of change or acquisition of any address telephone or facsimile No number as soon as practicable and in any event within 48 hours of such change or acquisition.
- 9.2 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by first class pro-paid post or facsimile transmission) to the Secretary for the time being of the Group or to the Chief Executive of the Company whichever is applicable.



9.3 Any notice or other information given by post pursuant to clause 9.1 which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted and proof that the envelope containing any such notice or information was properly addressed prepaid registered and posted and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.

9.4 Any notice or other information sent by facsimile transmission shall be deemed to have been duly sent on the date of transmission provided that a confirming copy thereof is sent by first class pro-paid post to the other party at the address referred to in clause 9.1 within 24 hours after transmission

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written

SCHEDULE

SIGNED as a Deed by

Acting by:

Trustee:

Trustee:

Witness:

Signature:

Name:

Address:

