



## 1. BACKGROUND

This agreement is between you, the United Kingdom Space Agency (UKSA), The Guide Association ("**Girlguiding**"), a company incorporated by Royal Charter and a registered charity with number 306016 and Guide Association Trading Service Limited, a registered company in England and Wales with registered number 04301686 (the "**Trading Company**").

Girlguiding is a registered charity which shows girls from 4 to 18 a world of possibilities big and small. One where every girl can laugh and learn and be herself. Girlguiding is what each girl wants it to be. It might be the thrill of doing something for the first time. Songs around a campfire. The buzz of getting a new badge. Coming home exhausted and full of stories. It's a space where she can be herself, get creative, explore, and most of all have fun. The Trading Company is a company wholly owned by Girlguiding and donates its taxable profits to Girlguiding. Girlguiding is the owner of the Girlguiding Trade Marks and has licensed the Trading Company to grant sub-licences.

The Agreement sets out your obligations to Girlguiding and the Trading Company and provides us with the information we need about how you will be raising money for us. Please read this agreement carefully and sign and return two copies to us. Please note that you cannot begin to use Girlguiding's name and/or logo (or any associated names or logos) until we let you know, in writing, that we are happy for you to proceed.

## 2. CORPORATE SUPPORTER'S INFORMATION

<b>Your organisation's name:</b>	The United Kingdom Space Agency (UKSA)
<b>What does your organisation do:</b>	The UKSA is an executive agency of the Government of the United Kingdom, responsible for the UK civil space programme. The UKSA inspires and leads the UK in space to benefit our planet and its people.

<b>Your registered address (including postcode):</b>	Polaris House, North Star Avenue, Swindon, SN2 1SZ
<b>Company registered no:</b>	
<b>Your ultimate holding company (if applicable):</b>	
<b>Please name all of your subsidiaries (if applicable):</b>	
<b>Do you operate or sell outside of the UK:</b>	
<b>Representative's name:</b> (and an alternative contact name/position)	REDACTED
<b>Telephone number:</b> (and an alternative contact number)	REDACTED
<b>Email of representative:</b> (and an alternative contact email address)	REDACTED
	REDACTED
<b>Web address:</b>	<a href="http://www.gov.uk/ukspaceagency">www.gov.uk/ukspaceagency</a>

### 3. GIRLGUIDING AND TRADING COMPANY INFORMATION

<b>Representative's name:</b> (and an alternative contact name/position)	REDACTED
<b>Telephone number:</b> (and an alternative contact number)	REDACTED



<b>Email address:</b> (and an alternative contact email address)	<b>REDACTED</b>
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**4. USE OF THE GIRLGUIDING TRADE MARKS**

A licence is granted by the Trading Company to use the following Girlguiding Trade Marks (tick as appropriate) in accordance with the Fundraising Terms and Conditions. A copy of the Girlguiding Trade Marks will be provided to you, along with the Girlguiding Identity Guidelines for how they may be used.

<b>Girlguiding Name:</b>	<input type="checkbox"/> <input type="checkbox"/>
<b>Girlguiding Logo:</b>	<input type="checkbox"/> <input type="checkbox"/>
<b>Brownie Name:</b>	<input type="checkbox"/> <input type="checkbox"/>
<b>Brownie Logo:</b>	<input type="checkbox"/> <input type="checkbox"/>
<b>Other (please specify):</b>	<input checked="" type="checkbox"/> Working in partnership with

**5. USE OF THE CORPORATE SUPPORTER TRADE MARKS**

A licence is granted by you to Girlguiding and the Trading Company to use the following Corporate Supporter Trade Marks. Please provide a copy of the Corporate Supporter Trade Mark(s) along with any guidelines as to how we may use it/ them.

<b>Insert details of your trade marks</b>	n/a
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**6. PROMOTION**

A. This section should be completed whenever you are carrying out a promotional activity where you represent that money will be given to Girlguiding. In these circumstances, you are likely to be a "commercial participator" in relation to



Girlguiding and you should be aware of your obligations under the Charities Act 1992, the Charitable Institutions (Fund Raising) Regulations 1994, and the 2016 Act.

<p><b>Product or Service</b></p> <p>The name of the Product or Service is:</p> <p>Further details of the Product or Service, e.g. pictures, position of the Girlguiding Trademarks:</p> <p>Selling price of the Product is:</p> <p>How much will be given to Girlguiding from the sale price of the Product or Service?</p> <p>Number of Products to be manufactured or Services to be supplied:</p>	<p><b>Activity one:</b> Girlguiding will provide UKSA a dedicated Account Manager to develop and deliver all partnership activities in collaboration with the UKSA.</p> <p><b>Activity two:</b> UKSA will be the exclusive sponsor of the Space interest badge for Brownies aged 7-10 supporting girls to learn about the universe around them.</p> <p><b>Activity three:</b> UKSA will be invited to attend four national Girlguiding events over the partnership to deliver fun and engaging space activities for a range of Girlguiding members.</p> <p><b>Activity four:</b> Girlguiding and UKSA will co-develop and deliver a tailored communications plan across Girlguiding and UKSA's communication channels.</p> <p><b>Activity five:</b> UKSA will explore further opportunities for new British astronauts to provide inspirational content for Girlguiding members.</p> <p><b>Activity six:</b> Girlguiding will work with UKSA to report on engagement throughout the partnership in line with wider UKSA project targets.</p>
<p><b>Promotion</b></p>	<p>Girlguiding shall promote the partnership to members and wider audience via social media,</p>

<p>How will the Product or Service be marketed:</p> <p>What Materials will be produced and how will they display the Girlguiding Trademarks?</p>	<p>newsletters, and any other correspondence channel used to communicate with their audience.</p> <p>The communications plan will be co-created with UKSA annually, with specific copy and pieces going through an agreed sign-off process from both Girlguiding UK and UKSA. Exact promotions will depend on the priorities of both organisations. Each plan will be created annually and will be in line with the value of UKSA's investment.</p> <p>This will include a dedicated partnership page hosted on Girlguiding's website highlighting key partnership activities and messaging.</p>
<p><b>Promotion Period</b></p> <p>The Promotion Period shall be (enter duration of promotion or, where relevant, specific dates):</p> <p>Will there be a sell-off Period i.e. a period of following the end of a Promotion Period, where you will still have a right to use Girlguiding Trademarks solely for the purposes of selling any Products that have been produced 1 month prior to the end of the Promotion Period. If so, enter the length of the sell-off Period (not to be longer than three months).</p>	<p>The partnership will run from and including the date of the last signature until 31<sup>st</sup> March 2025.</p> <p>There will be no sell off period for this partnership as there are no products in development.</p>

**B. FUNDRAISING ACTIVITY**





**This section should be completed for any activities which do not fall into section 6A above.**

Is this a Charity of the Year relationship?	No
Will there be any employee fundraising? If yes, insert details:	N/A
What fundraising or other activities are planned?	N/A
Any additional details about the relationship:	N/A
The Fundraising Period shall be (enter duration of fundraising or, where relevant, specific dates):	N/A
What Materials will be produced and how will they display the Girlguiding Trademarks?	There will be no materials produced during this partnership.

**7. ASSISTANCE TO BE PROVIDED BY THE TRADING COMPANY**

The Trading Company will provide you with the following assistance in relation to the Promotion and/ or Fundraising Activity:

Details to be confirmed.

8. **LICENCE FEE**

Please complete this section so that we know how payments will be made to the Trading Company.

**Agreed Payment**

You shall make a payment to the Trading Company for the use of the Girlguiding Trade Marks and the provision of any promotional activities or fundraising assistance as set out in Section 7.

A total payment of £200,000 plus VAT will be paid to Girlguiding over the duration of this Agreement, adhering to the following schedule, with these (PO numbers as applicable) and splits:

- £100,000 + VAT, paid on or before the 31/03/2024
- £100,000 + VAT paid on or before the 31/03/2025

If the Agreed Payments are paid by BACS, please pay them to the following bank account:

Bank Account Name: **REDACTED**

Account Number: **REDACTED**

Sort Code: **REDACTED**

Or such other bank account as the Trading Company shall specify in writing from time to time.

9. **RECORDS**

**Records**

Please send to Girlguiding, with each payment of the Agreed Payment and any donation made a true and accurate statement of:

- (a) the donations held in Girlguiding Trust Account with a breakdown of the amounts raised in relation to each Fundraising Activity; and
- (b) the number of Products sold or Services supplied or other actions taken during the relevant period in relation to a Promotion.

At the end of a Promotion Period or a Fundraising Period and on the termination of this Agreement please provide a statement for any period in which you have not already provided a statement and pay the amount held in accordance with the statement.

10. **DURATION**

Start Date:	Date of last signature
End Date:	01/04/2025

Your signature below also confirms your compliance with the attached Fundraising Terms and Conditions.

Signed for and on behalf of **The Guide Association**

Name **REDACTED**

Title **REDACTED**

9/5/23  
Date .....

**REDACTED**

Signature

Signed for and on behalf of **Guide Association Trading Service Trading Limited**

Name **REDACTED**

Title **REDACTED**


9/5/23  
Date .....

Signature

Signed for and on behalf of **the United Kingdom Space Agency**

Name: **REDACTED**

Title: **REDACTED**

Date: 05   
.....  
May 2023

Signature



## FUNDRAISING TERMS AND CONDITIONS

These Fundraising Terms and Conditions govern the relationship between you, Girlguiding and the Trading Company for any Promotions or Fundraising Activities. In the event of any conflict between these Fundraising Terms and Conditions and the Covering Letter, these Fundraising Terms and Conditions shall take precedence and be deemed the agreement between the parties. To protect your interests, please read these terms and conditions carefully. Any amendments to these terms and conditions must be agreed in writing and signed by all parties. It is important that you pay particular attention to clause 1 which deals with intellectual property, clause 3 which deals with your obligations, clause 7 which deals with termination and its consequences and clause 10 which deals with liability and indemnity.

### 1. 1. INTELLECTUAL PROPERTY

- 1.1 In consideration of the Agreed Payment(s), the Trading Company hereby grants to the Corporate Supporter a non-exclusive, non-transferable sub-licence to use the Girlguiding Trade Marks in the Territory, for use solely in connection with any Promotion and/or Fundraising Activity during any Promotion Period and/or Fundraising Period, but always subject to the term of this Agreement.
- 1.2 The Corporate Supporter hereby grants to Girlguiding and the Trading Company a non-exclusive, non-transferable sub-licence to use the Corporate Supporter Trade Marks in the Territory, during the Term, for use solely in connection with this Agreement and subject to the Terms of this Agreement.
- 1.3 The Corporate Supporter shall not:
  - 1.3.1 use the Girlguiding Trade Marks or the Girlguiding Copyright Material other than as authorised in accordance with this Agreement and as approved by Girlguiding or the Trading Company in accordance with clause 3.1.2;
  - 1.3.2 use the Girlguiding Trade Marks except in accordance with any guidance or policy

provided to the Corporate Supporter by Girlguiding from time to time;

- 1.3.3 use the Girlguiding Trade Marks, the Girlguiding Copyright Materials or the Materials in any way likely to be detrimental to or inconsistent with the good name, goodwill, reputation or image of Girlguiding;
- 1.3.4 use the Girlguiding Trade Marks as part of any corporate, business or trading name or style nor as part of any domain name;
- 1.3.5 by virtue of this Agreement obtain or claim any right, title or interest in or to the Girlguiding Trade Marks, except the rights of use specifically set out in this Agreement; and
- 1.3.6 at any time, adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of the Girlguiding Trade Marks or unfairly competes with the Girlguiding Trade Marks, nor apply anywhere in the world to register any trade marks identical to or so nearly resembling the Girlguiding Trade Marks as to be likely to deceive or cause confusion.
- 1.4 If the Corporate Supporter becomes aware of any infringement or threatened infringement of the Girlguiding Trade Marks or of any action detrimental to the Girlguiding Trade Marks or of any third party allegation that the Girlguiding Trade Marks infringe their rights, it shall immediately notify Girlguiding giving full particulars of such matter and it shall make no comment or admission to any third party in respect of such matter.
- 1.5 Girlguiding shall have the conduct of proceedings relating to the Girlguiding Trade Marks and shall in its sole discretion decide what action, if any, to take in respect of any infringement or alleged infringement of the Girlguiding Trade Marks or passing off or any other claim or counterclaim brought or threatened in respect of the use of the Girlguiding Trade Marks. Girlguiding shall not be obliged to bring or defend any proceedings, whether for infringement or

otherwise in relation to the Girlguiding Trade Marks, if they decide in their absolute discretion not to do so and the Corporate Supporter shall not be entitled to bring any action for infringement under section 30 of the Trade Marks Act 1994 or otherwise, regardless of any such decision.

name or style nor as part of any domain name;

- 1.6 The Corporate Supporter shall at the reasonable request of Girlguiding give full co-operation to Girlguiding (including the provision of documentation and making relevant personnel available) in any action, claim or proceedings brought or threatened in respect of the Girlguiding Trade Marks and Girlguiding shall meet all reasonable expenses incurred by the Corporate Supporter to third parties in providing such assistance.
- 1.7 The Corporate Supporter shall, on request, give to Girlguiding or the Trading Company any information as to the Corporate Supporter's use of the Girlguiding Trade Marks which Girlguiding or the Trading Company may reasonably require.
- 1.8 Girlguiding and the Trading Company shall not:subject to clause 1.9, use the Corporate Supporter Trade Marks or Corporate Supporter Copyright Material other than as authorised in accordance with this Agreement and as approved by the Corporate Supporter in accordance with clause 2.3;
  - 1.8.1 use the Corporate Supporter Trade Marks except in accordance with any guidance or policy provided to Girlguiding or the Trading Company by the Corporate Supporter from time to time;
  - 1.8.2 use the Corporate Supporter Trade Marks, the Corporate Supporter Copyright Material or the Materials in any way likely to be detrimental to or inconsistent with the good name, goodwill, reputation or image of the Corporate Supporter;
  - 1.8.3 use the Corporate Supporter Trade Marks as part of any corporate, business or trading

1.8.4 by virtue of this Agreement, obtain or claim any right, title or interest in or to the Corporate Supporter's Trade Marks, except the rights of use set out in this Agreement;

1.8.5 at any time, adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of the Corporate Supporter Trade Marks or unfairly competes with the Corporate Supporter Trade Marks, nor apply anywhere in the world to register any trade marks identical to or so nearly resembling the Corporate Supporter Trade Marks as to be likely to deceive or cause confusion.

1.9 Nothing in this Agreement shall prevent Girlguiding referring to a Promotion or Fundraising Activity or reporting to its supporters and others on the outcome of a Promotion and/or Fundraising Activity.

1.10 If the Corporate Supporter produces or commissions any edit, adaptation or translation of any Girlguiding Copyright Material:

1.10.1 the Corporate Supporter agrees that the Rights in Girlguiding Copyright Material shall be owned by Girlguiding and vest in Girlguiding automatically upon creation of the material and, accordingly, the Corporate Supporter assigns (and shall procure that any third party engaged in the creation of the material assigns) to Girlguiding all Rights in Girlguiding Copyright Material; and

1.10.2 the Corporate Supporter waives (and shall procure that any third party engaged in the creation of the material waive) to the fullest extent permitted by law all moral rights which may exist in connection with the material by virtue of Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988 (or any similar legislation anywhere in the world).

## **2. OBLIGATIONS OF GIRLGUIDING AND THE TRADING COMPANY**

2.1 The Trading Company shall provide the Corporate Supporter with such assistance



with a Promotion and/or Fundraising Activity as is set out in this Agreement.

- 2.2 Girlguiding will use funds raised by the Corporate Supporter in accordance with its charitable purposes.
- 2.3 Girlguiding and the Trading Company shall not use the Corporate Supporter's Trade Marks without the prior written approval of the Corporate Supporter.

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### **3. OBLIGATIONS OF THE CORPORATE SUPPORTER**

#### **Products, Services, Materials and Events**

- 3.1 The Corporate Supporter undertakes to Girlguiding and the Trading Company that it shall:
  - 3.1.1 create, design, print, manufacture and distribute any Materials and pay all of the costs in respect of the same (unless otherwise agreed with Girlguiding);
  - 3.1.2 pass all Materials to Girlguiding and the Trading Company for written approval prior to print and not use the Girlguiding Trade Marks or the Girlguiding Copyright Material without the prior written approval of Girlguiding and the Trading Company;
  - 3.1.3 subject to clause 3.1.2, obtain the approval of Girlguiding and the Trading Company before publishing or otherwise disseminating Materials;
  - 3.1.4 be responsible for the production, promotion, marketing and distribution of any Product or Service and pay all of the costs in respect of the same. To that end, it may, subject to clause 13, enter into such reasonable agreements as it shall think fit so as to fulfil its obligations under this Agreement;
  - 3.1.5 ensure that all Products sold or Services supplied have been tested in relation to all relevant safety regulations and safety standards and comply with all other relevant health and safety laws that a product of their nature would be expected to comply with and, upon request, provide documentary evidence confirming the same;
  - 3.1.6 coordinate all Promotion Events and Fundraising Activities, pay all of the costs in

respect of the same, be responsible for their safe conduct and take all steps necessary to protect the health and safety of participants and spectators, including by carrying out all necessary risk assessments, provision of all necessary safety equipment and supervision of participants and spectators;

3.1.7 – NOT USED .

#### **General Obligations**

3.2 The Corporate Supporter undertakes with Girlguiding and the Trading Company that it shall:

3.2.1 use its best endeavours to promote Girlguiding, the Promotion Event, the Fundraising Activity and the sales of the Product or Service (as appropriate);

3.2.2 not represent that Girlguiding or the Trading Company endorses the Promotion Event, the Fundraising Activity, the Product or the Service;

3.2.3 not represent that Girlguiding or the Trading Company are the producer of the Product;

3.2.4 provide a high standard of service to its customers and carry out its business and otherwise act in a manner that is compatible with Girlguiding's charitable objects and does not impair the Girlguiding Trade Marks, good reputation or general goodwill of Girlguiding or the Trading Company in any way;

3.2.5 notify Girlguiding promptly (within 5 working days) of:

(a) any complaint received by the Corporate Supporter which relates to Girlguiding or the Trading Company or any Promotion or Fundraising Activity, and consult with Girlguiding prior to responding to the complaint; and

(b) any allegation or concern that any Product or Service, Promotion Event or Fundraising Activity is unsafe, of poor quality, or contrary to any laws or regulations;

3.2.6 consult with Girlguiding and the Trading Company regularly throughout the Term on all material aspects of marketing policy in relation to a Promotion and/or Fundraising Activity, including in relation to sales and

marketing methods and distribution channels to be used, the frequency of any direct marketing planned and any approaches to celebrities or other third parties. The Corporate Supporter shall take account of all reasonable instructions or requests of the Trading Company in connection with those activities;

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- 3.2.7 carry out all web-linking to Girlguiding website in accordance with any web-linking policy provided to the Corporate Supporter;
- 3.2.8 use all reasonable endeavours to procure that any subsidiary or holding company of it or subsidiary of such holding company (as the expressions "subsidiary" and "holding company" are defined in Section 1159 Companies Act 2006 as modified or re-enacted) shall be bound by the terms of this clause 3.
- 3.3 The Corporate Supporter warrants that neither it nor any of its associated or group companies or sub-contractors are involved with any venture or activity which is incompatible with, or contrary to, Girlguiding's charitable objects.

#### **Payments and Records**

- 3.4 The Corporate Supporter undertakes with Girlguiding and the Trading Company that it shall:
  - 3.4.1 if reasonably requested by Girlguiding, arrange for:
    - (a) the Records provided to Girlguiding to be audited annually by the Corporate Supporter's accountants; and
    - (b) the Corporate Supporter's accountants to prepare and promptly send to both the Corporate Supporter and Girlguiding a certificate confirming the accuracy of those Records or identifying any inaccuracies in those Records;
  - 3.4.2 keep separate, accurate, legible and detailed up-to-date Records in respect of each Promotion and/or Fundraising Activity throughout the Term and then until the date two years from:
    - (a) the end of the Term; or

- (b) the last payment of the Agreed Payment or any donation in relation to that Promotion or Fundraising Activity (as applicable),  
whichever date occurs later; and

3.4.3 keep Records in a form which allows accurate checks to be made as to whether Agreed Payments or donations have been calculated and paid correctly. The Corporate Partner will provide Girlguiding or the Trading Company with copies of the relevant parts of any supporting documentary and accounting evidence which include but not limited to such books of accounts or records within 5 business days of the request .. If any such inspection or audit reveals any discrepancy between Agreed Payments or donations made by the Corporate Supporter and the records audited, the Corporate Supporter shall immediately pay any shortfall to Girlguiding together with interest at the rate of 4% per annum over the base rate of Barclays Bank plc from time to time calculated from the date payments should have been made to the date of actual payment. In the event of a discrepancy of more than 5% between the Agreed Payments or donations made by the Corporate Supporter in any 3 month period and the records audited, the Corporate Supporter shall reimburse Girlguiding for the cost of such inspection and audit.

#### **4. COMPLIANCE**

4.1 All Parties to this Agreement shall comply with all applicable laws, regulations and codes of conduct having the force of law in connection with this Agreement and the conduct of any Promotion, Fundraising Activity, Products, Services, Materials and Promotion Events, in particular, but without prejudice to the generality of the foregoing the Charities Acts 1992 and 2011, as amended by the 2016 Act, the Charitable Institutions (Fundraising) Regulations 1994, the Data Protection Act 1998, the British Code of Advertising and Sales, the Control of Misleading Advertisement Regulations 1988 and the Distance Selling Regulations.

4.2 The parties acknowledge that this Agreement is subject to the Charities Act 1992 Act as amended by the 2016 Act and undertake to comply with the provisions of the 2016 Act at all times even if they have not yet been brought into force. In particular the Corporate Supporter undertakes:

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4.2.1 to comply with any guidance on the 2016 Act issued by the Cabinet Office or the Charity Commission from time to time;

4.2.2 to comply in full with the Fundraising Code, any Institute of Fundraising guidance and any other industry code of practice or guidance relevant to the Product or which is notified in writing to the Corporate Supporter by Girlguiding or the Trading Company from time to time;

4.2.3 not to engage in any activity which may, in the reasonable opinion of Girlguiding or the Trading Company:

(a) result in any unreasonable intrusion on any person's privacy; or

(b) involve unreasonably persistent approaches to any person for the purpose of soliciting or otherwise procuring money; or

(c) place undue pressure on any person to give money .

4.3 To comply with the undertakings under 4.2. above, the Corporate Supporter shall and shall procure that any retailers of the Product ensure that:

4.3.1 any advertising or marketing of the Product complies in full with the requirements of the CAP Code and BCAP Code;

4.3.2 any promotional material associated with the Product does not place undue pressure on any person to purchase the Product;

4.3.3 marketing communications which promote the Product and which are targeted at named individuals are limited to a maximum of 4 mailings by post and 3 by email per person;

4.3.4 any marketing of the Product which is directed at children or young people shall comply with section 3 of the Fundraising Code and Rule 5 of the CAP Code;

4.3.5 where the Corporate Supporter promotes the Product through any form of telephone marketing, it shall comply with the requirements imposed on fundraisers under sections 9.4 of the Fundraising Code;

4.3.6 the Product is not promoted through direct approaches to individuals either by telephone or face-to-face asks.

4.4 The Corporate Supporter shall notify Girlguiding or the Trading Company within 48 hours of receiving any complaint relating to the Corporate Supporter's obligations under clause 4.2.

## **5. Monitoring**

5.1 The Corporate Supporter shall, on reasonable notice and in accordance with Girlguiding or the Trading Company's reasonable instructions, allow Girlguiding or the Trading Company and any authorised representative of Girlguiding or the Trading Company to have access to all records maintained by the Corporate Supporter in relation to the promotion and sale of the Product and to monitor the Corporate Supporter's compliance with the requirements of this clause 5. The Corporate Supporter shall assist Girlguiding or the Trading Company's authorised representative in the conduct of any such monitoring.

5.2 The parties shall meet at least twice a year to review the Corporate Supporter's compliance with its obligations under this agreement.

## **6. Annual reporting requirements of Girlguiding**

6.1 The parties acknowledge that the 2016 Act requires the Girlguiding to disclose the Fund-raising Standards Information in its annual reports. The Corporate Supporter shall provide all reports and other information reasonably required by Girlguiding to allow Girlguiding to comply with the following

requirements and any further Fundraising Standards Information Requirements which may be imposed upon Girlguiding:

6.1.1 whether the Corporate Supporter was subject to an undertaking to be bound by any voluntary scheme for regulating fund-raising, or any voluntary standard of fund-raising, in respect of activities

on behalf of Girlguiding, and, if so, what scheme or standard;

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6.1.2 any failure to comply with a scheme or standard mentioned under paragraph 6.1.1;

6.1.3 whether Girlguiding monitored activities carried on by any person on behalf of Girlguiding or the Trading Company for the purpose of fundraising, and, if so, how it did so;

6.1.4 the number of complaints received by the Corporate Supporter about activities by Girlguiding or the Trading Company or by a person on behalf of Girlguiding or the Trading Company for the purpose of fund-raising.

## **7. TERMINATION**

7.1 Subject to clauses 7.2 and 7.4, this Agreement will continue in force until the end of the Term.

7.2 Girlguiding or the Trading Company may terminate this Agreement immediately if the Corporate Supporter fails to pay any sum due by the due date and Girlguiding or the Trading Company has given the Corporate Supporter 30 days' written notice requiring it to pay in the 30 day period.

7.3 Any of the Parties may terminate this Agreement by giving written notice to the other Parties if one of the other Parties commits any material breach of any of the provisions of this Agreement and, in the case of any breach capable of remedy, fails to remedy the breach within 30 days of receiving written notice giving full particulars of the breach and requiring the same to be remedied.

- 7.4 Any of the parties shall be entitled to terminate this Agreement immediately by written notice to the others if:
- 7.4.1 one of the parties has a winding-up or bankruptcy order made against it or a receiver or administrator appointed over all or a part of its assets or a resolution is passed for its winding-up (other than for the purposes of reconstruction or amalgamation without insolvency) or if the party makes any arrangements with its creditors;
- 7.4.2 there is a change of control of one of the other parties (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- 7.4.3 one of the other parties (or its officers, employees, personnel contractors or directors) does anything which in the reasonable opinion of the other party brings or is likely to bring the name, logo reputation of the other party into disrepute or is contrary to its activities or, in the case of Girlguiding, its charitable objects.
- 7.4.4 one of the other parties repeatedly breaches any of the terms of this Agreement.
- 7.5 Upon the expiry of this Agreement the Corporate Supporter shall, during any sell-off period agreed with Girlguiding, have the right to use the Girlguiding Trade Marks solely for the purposes of selling any Products that have been produced 1 month prior to the date of expiry. The Corporate Supporter shall pay to Girlguiding any and all outstanding Donations due within 5 working days of the expiry of any agreed sell-off period.
- 7.6 Subject to clause 7.5, the Corporate Supporter shall, at Girlguiding's or the Trading Company's sole option, cease immediately the distribution and sale of all existing Products or supply of Services, return or destroy all copies of Materials bearing the Girlguiding Trade Marks and a duly authorised officer of the Corporate Supporter shall confirm in writing that this has been done.
- 7.7 Upon termination of this Agreement, the licences to use the Girlguiding Trade Marks and the Corporate Supporter's Trade Marks



shall immediately cease and the Corporate Supporter shall pay to Girlguiding any and all outstanding Agreed Payments or donations within 5 working days of the date of termination.

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7.8 Notwithstanding termination of this Agreement, clauses 3, 8, 9, 10 and 13 (and any other clause reasonably intended to survive termination) shall survive termination.

## **8. CONFIDENTIALITY**

8.1 The Parties undertake that they shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person or permit to be disclosed to any person or persons or to otherwise make use of or permit to be made use of any Confidential Information.

8.2 Each party may disclose the Confidential Information:

8.2.1 To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

8.2.2 As may be required by law, court order or any governmental or regulatory authority.

8.3 The obligations of confidence referred to in clause 8.1 shall not apply to any Confidential Information which is:

8.3.1 in the possession of and is at the free disposal of either Party or is published or is otherwise in the public domain prior to the receipt of such information by it;

8.3.2 in the public domain (otherwise than by breach of this Agreement); or

8.3.3 information obtained from a third party free to divulge it.

## **9. DATA PROTECTION**

8.1 In this clause 9, the terms controller, processor, personal data, special category data and processing shall have the meanings assigned to them in the GDPR

(General Data Protection Regulations) and DPA (Data Protection Act 2018) and "Data" shall mean the personal data and special category data provided by either party to the other pursuant to this Agreement.

8.2 The parties acknowledge and agree that in respect of any Data processed, the parties are each separate, controllers in common. Both parties agree to comply with the GDPR and DPA insofar as it relates to the performance of their roles under this Agreement.

8.3 Where required, the parties shall obtain all necessary consents to enable it to provide the Data to the other in accordance with the GDPR and the DPA.

8.4 Without limiting the provisions of clauses 9.2 and 9.3 the Corporate Supporter shall comply with any Girlguiding data processing and data sharing guidelines (to the extent applicable) that Girlguiding may produce from time to time, copies of which shall be provided to the Corporate Supporter.

#### **LIABILITY AND INDEMNITY**

9.1 Nothing in this Agreement shall exclude or restrict either Party's liability to the other under or in connection with this Agreement for:

9.1.1 death or personal injury resulting from its negligence, or that of its employees, agents or sub-contractors (as applicable);

9.1.2 for any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

9.1.3 for fraud or fraudulent misrepresentation committed by that party (or its officers, agents or employees).

9.2 Subject to clause 10.1, under no circumstances shall Girlguiding or the Trading Company be liable under this Agreement, whether in contract, tort (including negligence) or otherwise, for any loss of actual or anticipated income or

profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising, whether or not such loss or damage is foreseeable, foreseen or known.

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9.3 Subject to clauses 10.1 and 10.2, Girlguiding and the Trading Company's maximum aggregate liability in respect of or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the Agreed Payment paid to the Trading Company.

9.4 The Corporate Supporter shall pay to and or reimburse Girlguiding and the Trading Company all losses, expenses (including reasonable legal expenses and disbursements), actions, proceedings, costs and damages incurred by Girlguiding and the Trading Company as a result of any negligence or breach of the terms of this Agreement, by the Corporate Supporter.

## 10. **DISPUTE RESOLUTION**

10.1 If any dispute arises out of this Agreement the Parties shall attempt to settle it by negotiation between Girlguiding representative and the Corporate Supporter representative. If the respective representatives are unable to settle the dispute, the dispute shall be escalated to the Chief Executive of Girlguiding and the Chief Executive of the Corporate Supporter who shall attempt to resolve the dispute by negotiation. This clause 11 shall not apply if this Agreement has been terminated in accordance with clause 12.

10.2 If the Parties are unable to settle any dispute by negotiation, the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

10.3 To initiate the mediation, a Party must give notice in writing ("**ADR notice**") to the other Party to the dispute requesting mediation. A

copy of the request should be sent to CEDR. The mediation will start not later than thirty days after the date of the ADR notice.

- 10.4 No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by negotiation and mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, unless the right to issue proceedings or the reputation of either Party would be prejudiced by a delay.

## **11. FORCE MAJEURE**

- 11.1 If either Party is prevented from or delayed in performing any of its obligations under this Agreement by a Force Majeure Event then:
- 11.1.1 that Party's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that that Party is so prevented or delayed provided that:
- 11.1.2 as soon as reasonably possible after the commencement of the Force Majeure Event, that Party shall notify the other Parties in writing of the date of commencement of the Force Majeure Event and the effect of the Force Majeure Event on its ability to perform its obligations under this Agreement;
- 11.1.3 if a Party fails to give the notice referred to in clause 11.1.2, it shall forfeit its rights under this clause 11.1;
- 11.1.4 that Party shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and
- 11.1.5 that Party shall, as soon as reasonably possible, notify the other parties in writing if the Force Majeure Event ceases and shall immediately resume performance of its obligations under this Agreement.
- 11.2 If the Force Majeure Event continues for more than three months, either Party may terminate this Agreement by giving not less than 20 Business Days' notice in writing to the other Parties.

## **12. NO ASSIGNMENT OR SUB-CONTRACTING**

The Corporate Supporter may not sub-contract, assign or otherwise transfer or make over to any other person all or any of its rights or obligations under the terms of this Agreement without the prior written consent of Girlguiding. In the event that a consent to sub-contract is given by Girlguiding, this shall not relieve the Corporate Supporter of any liability or obligation under this Agreement and the Corporate Supporter shall be responsible for the acts, defaults or neglect of any sub-contractor or their employees or agents in all respects as if they were the acts, default or neglect of Corporate Supporter itself.

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### **13. NOTICES**

- 13.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly served if sent by first class post or delivered by hand to the address of the recipient Party set out at the beginning of this Agreement. Any notice so sent will be deemed to have been received within three days of posting or immediately upon delivery (as the case may be).
- 13.2 Notices to Girlguiding or the Trading Company should be sent for the attention of Girlguiding Representative.

### **14. VALUE ADDED TAX**

- 14.1 All sums expressed as payable to the Trading Company or Girlguiding under this Agreement are sums net of VAT at the applicable rate from time to time. To the extent that VAT is payable thereon such tax shall be borne and paid by the Corporate Supporter.
- 14.2 The Trading Company shall issue to the Corporate Supporter a VAT invoice in respect of the Agreed Payment. To the extent that VAT is payable on any sums due to Girlguiding, Girlguiding shall issue to the Corporate Supporter a VAT invoice in respect of such sums.

### **15. RELATIONSHIP BETWEEN THE PARTIES**

Nothing in this Agreement is intended to nor should create any legal partnership or joint venture between the Parties nor is the Corporate Supporter entitled to act as, nor represent itself as, agent for Girlguiding or the Trading Company nor to pledge Girlguiding or the Trading Company's credit.

**16. AMENDMENT**

No amendment shall be made to this Agreement unless approved in writing by all the Parties.

**17. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties. No Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other Party which is not expressly set out in this Agreement. This clause 18 shall not exclude any liability for fraudulent misrepresentation.

**18. SEVERABILITY**

If any part of this Agreement becomes invalid, illegal or unenforceable, the Parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed in this Agreement.

**19. WAIVER**

The failure of a Party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

**20. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Unless expressly provided in this Agreement no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

**21. COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and shall have the same effect as if the signatories on the counterparts were on a single copy of this Agreement.

information relating to their activities or methods of

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## **22. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and all the Parties agree to submit to the exclusive jurisdiction of the English courts.

## **23. INTERPRETATION**

**2016 Act** means Charities (Protection and Social Investment) Act 2016 as it may be updated or amended from time to time;

**Agreed Payment** means the agreed payment set out in Section 8 of the Covering Letter;

**Agreement** means this agreement including, without limitation, the Fundraising Terms and Conditions any schedules, annexures, exhibits and/or addendums;

**BCAP Code** means the UK Code of Broadcast Advertising;

**Business Days** means any day Monday to Friday other than public holidays in England;

**CAP Code** means the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing;

**Confidential Information** means all information and documentation disclosed by Girlguiding or the Trading Company to the Corporate Supporter which relates to Girlguiding or the Trading Company, or all information and documentation disclosed by the Corporate Supporter to Girlguiding or the Trading Company which relates to the Corporate Supporter including, without limitation, the terms of this Agreement and any supporting agreements, any

carrying on business and any trade secrets and/or any other information which is designated by Girlguiding or the Trading Company as confidential, or would reasonably be considered to be confidential;

**Corporate Supporter** the person or organisation whose details are set out in Section 2 of the Covering Letter;

**Corporate Supporter Copyright Material** means copyright material provided by the Corporate Supporter to Girlguiding or the Trading Company relating to the Corporate Supporter, its products, services, events or other business activities including text, photographs, illustrations, designs, models and video and film footage;

**Corporate Supporter Trade Marks** means any trade marks of the Corporate Supporter that Girlguiding is entitled to use under this Agreement, as set out in Section 4 of the Covering Letter;

**Covering Letter** the covering letter attached to these Fundraising Terms and Conditions;

**Force Majeure Event** means any event affecting the performance of any provision of this Agreement and/or any supporting agreements arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport disruption, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lockouts or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omission (including failure to grant any necessary permission) of any relevant government, court, competent national authority or governing body;



**Fund-raising Standards Information** means the information detailed in sections 6.1.1 to 6.1.4 of this Agreement;

**The Fundraising Code** means the Institute of Fundraising Code of Fundraising Practice, as updated or amended from time to time (or any Code of Practice that replaces the Institute of Fundraising Code of Fundraising Practice);

**Girlguiding Copyright Material** means copyright material provided to the Corporate Supporter by Girlguiding or the Trading Company, including text, photographs, illustrations, designs, models and video or film footage and any edit or adaptation of the same produced by the Corporate Supporter or on its behalf;

**Girlguiding Identity Guidelines** means the branding guidelines of Girlguiding providing information on how the Girlguiding Trade Marks may be used;

**Girlguiding Trade Marks** means any trade marks of Girlguiding that the Corporate Supporter is entitled to use under this Agreement, as set out in Section 5 of the Covering Letter;

**Materials** means all marketing and promotional written and other materials to be created or used by the Corporate Supporter in relation to a Fundraising Activity and/or a Promotion or which include the Girlguiding Trade Marks or Girlguiding Copyright Materials, including:

- publications, mailings or other materials distributed or to be distributed to customers, potential customers, shareholders, members, visitors, employees, suppliers or business contacts;
- content of website or intranet pages;
- press releases, advertisements (whether in paper, audio, film, digital or other form)

- leaflets, posters, signs, banners and other display materials;
- stickers, badges, T-shirts, baseball caps and other promotional items to be used at a Promotion Event and/or Fundraising Activity or distributed for free or in return for a donation; or
- product packaging;

**Outlets** means those locations where Girlguiding or the Trading Company and the Corporate Supporter have agreed that the Product shall be sold;

**Parties** means the parties to this Agreement;

**Product** means a product sold by the Corporate Supporter as detailed in Section 6 of the Covering Letter;

**Promotion** means the promotional venture undertaken by the Corporate Supporter as described in Section 7 of the Covering Letter;

**Promotion Events** means any events organised as part of the Promotion;

**Records** means records of:

- the number of Products manufactured, the number of Products sold and total receipts from sales of Products;
- the number of tickets printed, the number of such tickets sold and total receipts from sales of such tickets;
- any other actions taken by the Corporate Supporter's employees, customers, potential customers, suppliers or others;
- the total amount raised by the Corporate Supporter for Girlguiding;
- any insurance the Corporate Supporter is required to maintain for this Agreement;

as applicable, in relation to a Promotion and/or Fundraising Activity, together with details of how any figures were calculated

and other promotional or advertising  
materials;

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and all supporting information, receipts and vouchers;

**Rights** all copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered or capable of registration, including design rights, Trade Marks and domain names;

**Service** means a service supplied by the Corporate Supporter as detailed in Section 6 of the Covering Letter;

**Term** means the term of the Agreement as set out in Section 11 of the Covering Letter;

**Territory** means the United Kingdom of Great Britain and Northern Ireland; and

**VAT** means Value Added Tax, as set out in the Value Added Tax Act 1994.