

Membership Charter

Please retain this document for your records

Attend is committed to:

- supporting members
- delivering volunteering projects
- sharing our discoveries through training and events.

We have developed this Membership Charter as part of our drive to continually deliver high quality membership services. This Charter sets out our commitment to support, and work with our Member Groups. We hope you will find it a helpful summary of our work and our relationship with you.

As part of your Membership of Attend, please will you sign and return the accompanying Membership Application Agreement.



David Wood OBE
Chief Executive

Attend

Registered Company Number 5713403 and Registered Charity Number 1113067

Membership Charter

1. Definitions

'Logo' – Attend's affiliate mark logo or logos which are or have been in common usage on its letter heads brochures or other written materials

'Member Group' – the member of Attend referred to in the attached Membership Application Agreement

'Member Groups' – together all members of Attend (including the Member Group)

'Name' – 'Attend'

'Objects' – the objects of Attend more particularly set out in the Memorandum and Articles of Attend in force from time to time.

2. Obligations of Attend

Attend promises to:

2.1 Promote the Objects

2.2 Provide Member Groups with high quality and appropriate services and support including opportunities for sharing good practice and visits to them from time to time

2.3 Consult Member Groups and be available to them and Attend's supporters and take account of their ideas and opinions

2.4 Represent Member Groups and build appropriate partnerships at national level

2.5 Provide Member Groups with information concerning Attend via Attend's newsletter known as "Friends Connect" and any other medium operated by Attend

2.6 Use reasonable endeavours to arrange public liability personal accident and trustee indemnity insurance policy or policies with an insurer of repute (together "the Insurance Policy") to cover Attend and its Member Groups and its and their trustees for all such limits of indemnity as are deemed necessary in the reasonable opinion of the board of directors of Attend ("the Board") subject to prompt payment by the Member Group of the insurance premium

2.7 Provide Member Groups with such other services support and guidance as may be conducive to the better attainment of the Objects by Attend and its Member Groups

2.8 Whilst a Member Group remains a member of Attend to grant to it (as it hereby does) 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 Intellectual Property (comprising the Logo and copyright registered design trademark or other industrial or intellectual property rights).

2.9 Allow Member Groups to display 'Patron: HRH The Duke of York' on their letter head.

3. Obligations of the Member Group

By becoming a Member Group of Attend the Member Group promises to:

3.1 Promote the Objects in its area of operation

3.2 Ensure that all members of the Member Group whether volunteers or otherwise receive sufficient training

3.3 Ensure that all letterheads stationery brochures promotional material and similar items include the words

'A member of Attend. Enhancing Health & Social Care. Locally.' and further indicate membership of Attend by using the Logo on all promotional material and letterheads (Attend will supply a free copy of the current Logo)

3.4 Pay to Attend on the relevant payment date the annual subscription

3.4.1 the Annual Membership Fee (as determined by the Board from time to time)

3.4.2 the Insurance Premium (as apportioned on a fair and reasonable basis by the Board)

3.4.3 any other sums due for the supply of any services as determined by the Board from time to time

3.5 Not to tamper with or cause or permit anything which may damage or endanger the Intellectual Property or Attend's title to it or assist or allow others to do so and to compensate Attend for any use by the Member Group of the Intellectual Property otherwise than in accordance with this Membership Charter

3.6 Not to use the Intellectual Property otherwise than as permitted by this Membership Charter and not to use any name or mark similar to or capable of being confused with the Name or the Logo

3.7 Provide Attend with a certified copy of the Member Group's adopted constitution and satisfactory evidence that the Member Group has been registered as a charity or continues to be so registered and advise Attend forthwith of any act or event which causes the Member Group to cease to be a registered charity

3.8 Supply Attend promptly with census returns and such other information as may be requested from time to time and generally assist with Attend's surveys

3.9 Help Attend collate accurate information about Member Groups if requested by providing it with a copy of the Group's Annual Return Trustees' Report and Accounts sent (or which should be sent) to the Charity Commission or Inland Revenue (as may be appropriate) for any period or periods

3.10 Co-operate fully with the reasonable requirements of the Regional Chairman or other officers of Attend

3.11 Report to Attend any changes in the Member Group's officers or Trustees or to the Member Group's governing document within 28 days of any such change and to be receptive towards and co-operate with visits by Attend's officers and employees from time to time

3.12 Not to cause or permit any act or omission which may or does result in a breach of any insurance policy maintained by Attend pursuant to this Membership Charter and forthwith notify Attend of any claim or circumstances which might give rise to a claim under the Insurance Policy

3.13 Operate within the law and follow guidelines set by the Charity Commission

3.14 Support other Member Groups by using best endeavours to attend events such as networking and training sessions organised by Attend (the Charity Commission endorses and encourages this as part of good governance).

4. Termination of membership

4.1 Membership of Attend may be terminated by the Member Group on giving Attend at least 28 days' notice in writing stating the reasons therefor

4.2 Attend may terminate membership of the

4.3 Member Group by giving it 28 days' notice in writing and stating the reasons therefor in any one or more of the following circumstances:

4.2.1 persistent failure to pay any sums due pursuant to this Membership Charter

4.2.2 any other serious breach by the Member Group of this Membership Charter

4.2.3 if the Member Group engages in any conduct which in the reasonable opinion of the Board is or might be prejudicial to Attend or brings or might bring it into

disrepute

4.2.4 if the Member Group ceases to be a registered charity or changes its objects so that they are materially different from the Objects

4.2.5 as provided in clause 8.2. In any such circumstance a Member Group may appeal against the decision in accordance with Article 3.3 of the Articles of Association of Attend

5. Termination consequences

On termination of membership the Member Group undertakes forthwith to:

5.1 pay all outstanding sums due to Attend

5.2 destroy all stationery bearing the Name or Logo of Attend

5.3 cease to use the Intellectual Property in any way or form

5.4 return to Attend all originals or copies of any documents disks or information in any form containing or covering in any way any part of the Intellectual Property

5.5 not represent itself in any way as being a member of or connected with Attend.

6. Jurisdiction

This Membership Charter and the Membership Application Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.

7. Notices and service

7.1 Each of the parties shall give notice to the other of change or acquisition of any address telephone e-mail address or facsimile number as soon as practicable and in any event within 28 days of such change or acquisition

7.2 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 pre-paid post or facsimile transmission) to the Secretary for the time being of the Member Group or to the Chief Executive of Attend whichever is applicable

7.3 Any notice or other information given by post pursuant to clause 7.2 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 pre-paid 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

7.4 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 pre-paid post to the other party at the address referred to in clause 7.1 within 24 hours after transmission.

8. Variation

8.1 This Membership Charter may only be varied if:

8.1.1 the variation is in writing and refers specifically to the paragraph number or numbers subject to the variation

8.1.2 the agreed variation is signed on behalf of Attend by its Chief Executive or a Director on behalf of the Board and by two Trustees of the Member Group or by the passing of a proper Resolution at the Annual General Meeting of Attend or at a properly convened Extraordinary General Meeting

8.2 In the event that any provisions of the Membership Application Agreement or of this Membership Charter is declared by any court or other competent authority to be void voidable illegal or otherwise unenforceable in whole or in part the remaining provisions of this Membership Charter shall remain in full force and effect unless the Association in Attend's discretion decide that the effect of the declaration is to defeat the original intention of the parties in which event Attend shall be entitled to terminate the Membership of the Member Group by giving 28 days' notice in writing to the Member Group in which event the provisions of clause four shall apply.

Attend Membership Charter

March 2006

Please note this document can be made available in alternative formats.

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