

## **SERVICE LEVEL UNDERSTANDING**

**between**

**THE CHARLES RENNIE MACKINTOSH SOCIETY a Company Limited by Guarantee (Company No. SC293107) and having its registered office at Queens Cross Church, 870 Garscube Road, Glasgow G20 7EL (hereinafter referred to as “the Society”)**

**and**

**The various associations known as and forming THE FRIENDS OF THE CHARLES RENNIE MACKINTOSH SOCIETY (hereinafter referred to as “the Local Groups”)**

The Society acknowledges that Members of the Society, in addition to their status as Members of the Society, are meeting, and would like to meet, in local groupings with a view to promoting the aims and objectives of the Society and to facilitate and improve the benefits of membership of the Society. The Society is supportive of such local groupings and wishes to encourage their formation and operation. To that end the Council of the Society resolved at the Council meeting on 27 November 2007 to set out how the Society would hope to assist local groupings and to define the nature and level of support and service the Society can provide. Accordingly the purpose of this Agreement is to

- ONE** Define the nature and content of the services which the Society is undertaking to provide to the Local Groups;
- TWO** Define the minimum requirements which the Society are entitled to expect of the constitutional arrangements in respect of a Local Group;
- THREE** Set out the aims and objectives which the Local Groups would require to adhere to for the purposes of receiving the benefit of this Agreement;
- FOUR** Set out the basis of the relationship between the Society and the Local Groups.
- FIVE** Set out the basis upon which either party may terminate this Agreement.

## **1 Definitions**

“Local Group” means a group of individuals including at least one Member who meet on a regular basis to promote the Objects of the Society

“Society Member(s)” means a member of the Society

“The Objects of the Society” means the objectives and aims of the Society as narrated from time to time in the Memorandum of Association of the Society.

## **2 Minimum criteria for the Local Groups**

- 1 The Society is not setting down any rules or regulations as to the basis of incorporation so far as any of the Local Groups or their method of governance are concerned. On the basis that the Local Groups are comprised of *inter alia* Society Members with the ability to accept to membership individuals who are not members of the Society, the Local Group can take the form of an unincorporated or voluntary association with or without a constitution or an incorporated association.
- 2 The Local Groups can apply for registration as a charity at their discretion.
- 3 To ensure that the Local Group adheres to and promotes the Objects of the Society, the Society would expect that the relevant governing body for the Local Group be it a Committee or Council will have Society Members as members thereof.
- 4 The Society has the right to terminate the services provided to the Local Group in the event that the governing body of the Local Group does not contain any Society Members.
- 5 The Society recognises the Local Groups as self governing autonomous associations. Membership of the Local Groups shall not confer upon a Member any additional rights. Similarly any individual who is a member of the

Local Group but not a Society Member shall not receive any rights which are available to a Society Member.

- 6 A Local Group shall be entitled to maintain a bank account for the purposes of funding their operating costs. Such account shall be entirely separate from any account held by the Society and the Society shall have no control or right to access such account or the funds therein. The assets of the Local Group shall remain the property of and under the control of the Local Group.

### **3 Services**

The Society shall endeavour to provide the following services to the organisers/committees of Local Groups:-

- 1 To provide details of Society Members within the geographical locale of the relevant Local Groups. Such details shall include as a minimum a contract address. However such details shall only be provided on the basis that the Society Member has indicated their consent to such information being available to the Local Groups and their consent to the Local Groups contacting them. On the basis that this consent has been provided the Society will endeavour to provide information to the Local Groups in the event of any change in respect of the relevant contact details.
- 2 To undertake to inform the Local Groups of the organised events of the Society and to make available to the Local Group such information as is made available to Society Members on a regular basis. The Society undertakes to provide such further detailed information as and when required and to work with the Local Groups to ensure that this information is made available in a format which is for the benefit of the Local Group with a view to the dissemination thereof amongst the members of the Local Group.
- 3 To disseminate amongst Society Members information provided by the Local Groups with regard to events and undertakings organised by the Local Groups in furtherance of the Objects of the Society. The Society will insofar as it is able provide support to the Local Groups with regard to the organisation of such events. This assistance may take the form of web and

documentation establishing the link between the Society and the Local Group and accordingly facilitate the Local Group accessing booking arrangements which may be beneficial to the Local Group.

- 4 To provide insofar as it is able administrative support and guidance with regard to the operation of the Local Groups. The Society will not however provide governance in respect of the Local Groups and any such support and guidance will be provided on a voluntary basis only and without any liability.
- 5 To pass on insofar as the Society is able any concessionary rates with regard to public liability insurance or preferential booking rates in respect of venues.
- 6 To provide a point of reference for information on the works of Charles Rennie Mackintosh and his contemporaries. The Society will reserve a right to make a charge in respect of the provision of such information where that request for information is from any individual who is a member of the Local Group but not a Member.
- 7 To promote and advance the Objects of the Society for the benefit of the Local Groups.
- 8 To organise on an annual basis, a meeting of the Society to which a representative of each Local Group will be invited. The purpose of the meeting will be to review the relationship between the Society and the Local Groups and to investigate and promote the relationship between the Society and the Local Groups.

#### **4 Services by the Local Groups**

The Local Groups shall endeavour to provide the following services to the Society:-

- 1 To advise the Society of the names, addresses, phone, email contacts details and functions of their organising group or committee, and of changes thereto, to enable communication with the Society to be maintained.
- 2 To advise the Society of events, publications and such other information which may be of interest to Society Members. The Local Groups will

endeavour to make regular contributions to the Society's regular publication for the purposes of disseminating information that further the Objects of the Society and may be of interest to Society Members. The Society undertakes to ensure that information from the Local Groups is regularly published in the publications and on the website of the Society to facilitate allow dissemination of such information to the Society's Members.

- 3 To make an annual donation to the Society for the purposes of furthering the Objects of the Society so long as and insofar as the Local Groups are able.
- 4 To ensure compliance with the relevant data protection regulations in respect of the retention of details of members of the Local Group who are Society Members.

#### **5 Prohibited activities by the Society**

- 1 The Society shall not require the Local Groups to make any separate payments for the services provided in terms of this agreement where such services are being provided to Society Members nor shall the Society be entitled to require the Local Groups to make any regular payments for the purposes of benefiting from the services provided in terms of this agreement.
- 2 The Society shall not be entitled to make any directions with regard to the governance or the membership of the Local Groups or the format of the relevant association.

#### **6 Prohibited activities by the Local Groups**

- 1 The Local Groups shall be prohibited from acting contrary to the Objects of the Society.
- 2 The Local Groups shall not represent themselves as the Society. The Local Groups in any correspondence shall refer to the group as being "The Friends of the Charles Rennie Mackintosh Society". It shall be the responsibility of the Local Groups to ensure that any third parties with whom they are transacting business are aware that they are not representing themselves as being the Society. Any stationery or documentation used by the Local Groups shall

require to make this distinction and shall comply with any reasonable requirements on behalf of the Society for the purposes of ensuring this distinction. Accordingly any account operated by the Local Groups again shall run in the name of The Friends of the Charles Rennie Mackintosh Society.

- 3 The Local Groups shall not be entitled to display the company registration number or the charity number of the Society or seek to represent itself as having the benefit of the registered charitable status which the charity number affords to the Society.

## **7 Termination of this Agreement**

- 1 Either party shall be entitled to terminate this agreement at any time in the event of any breach of the terms of this agreement or if in the opinion of the Society which shall be at the Society's own discretion the Local Groups are not promoting the Objects of the Society.
- 2 In the event of such termination the services hereby undertaken in terms of this agreement shall immediately cease:

## **8 Non Contractual**

This Agreement is for guidance only and is not intended to be contractual

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**between**

**THE CHARLES RENNIE MACKINTOSH SOCIETY**

**and**

**The various associations known as and forming THE FRIENDS OF THE  
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