

**AFFILIATION AGREEMENT**  
**DRAYCOTE WATER SAILING CLUB**  
and  
**The DWSC SUPPORTERS' CLUB (part of DWSC Trading Ltd)**

**APPROVED BY THE CASC DIRECTORS – 12<sup>th</sup> February 2019**

**THIS AGREEMENT** is dated 1<sup>st</sup> April 2019

**BETWEEN**

- (1) **DRAYCOTE WATER SAILING CLUB**  
Kites Hardwick, Nr Rugby, Warwickshire. CV23 8AB.  
Company registration number:  
CASC registration number:  
(the '**CASC**')
- (2) **THE DWSC SUPPORTERS' CLUB (part of DWSC Trading Ltd)**  
Kites Hardwick, Nr Rugby, Warwickshire. CV23 8AB.  
(the '**Supporters' Club**')

**BACKGROUND**

(A) The Supporters' Club is affiliated with the CASC and is established to provide support to the CASC and provide access to social and other facilities of the CASC for members of the Supporters' Club as may be from time to time determined.

(B) The Supporters' Club and the CASC wish to define and agree the framework within which the Supporters' Club is affiliated with the CASC including the use of property belonging to the CASC and the sharing of resources between the CASC and the Supporters' Club.

(C) The income that is derived from and goes to the parties is set out in the Schedule of Income Generating Activities at the end of this Agreement.

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS**

In this agreement the following words and phrases shall have the following meanings (unless the context otherwise requires):

"**Activity/ies**" means activities of the Supporters' Club which includes supporting the CASC and providing access to social and other facilities of the CASC for members of the Supporters' Club as may be from time to time determined;

"**Best Use**" means a use of the Name and Logo(s) which:  
(a) does not damage or conflict with, or threaten to damage or conflict with, the good name and reputation of the CASC;  
(b) does not cause or threaten reasonable objection by a significant number or group of members of the CASC or by its board;  
(c) does not conflict with or threaten to conflict with the objects and / or policies of the CASC from time to time; and  
(d) (within the above constraints) maximises the direct and indirect benefits to the CASC;

"**Costs**" means the costs of carrying out the Activities.

"**Data**" means all data owned by the CASC and / or the Supporters' Club relating to the names and addresses and other details of members / supporters / customers of the CASC and / or the Supporters' Club;

|        |   |
|--------|---|
| "DPA"  | means the Data Protection Act 1998 (and any re-enactment or amendment); |
| "Logo" | means any logo(s) of the CASC from time to time;                        |
| "Name" | means Draycote Water Sailing Club.                                      |

## **2. ACTIVITIES**

- 2.1. Every Activity shall be within the scope of this agreement and shall (so far as capable of so doing) be subject to its terms and conditions save only to the extent the CASC and the Supporters' Club expressly agree in writing to the contrary.
- 2.2. In recognition of the Supporters' Club existing to support and help the success of the CASC, the Supporters' Club shall, if applicable, obtain the prior written approval of the CASC for:
- (a) the employment of any new staff by the Supporters' Club; and / or
  - (b) any material change to the Activities of the Supporters' Club.
- 2.3. The Supporters' Club shall ensure that, if applicable, all Activities, including the production and procurement of goods and services, shall comply with all applicable laws and regulatory requirements and standards, and with all ethical and other policies of the CASC as notified to the Supporters' Club from time to time (or of which the Supporters' Club should reasonably be aware) including doing anything necessary in order for the CASC to meet the requirements of section 62-64 of the Licensing Act 20031. For the avoidance of doubt all such policies which are in place as at the date of this agreement shall be deemed to have been notified to the Supporters' Club.
- 2.4. Subject to clause 2.5 and 5.1, the CASC agrees to allow the Supporters' Club's members access to and use of the CASC's social, sporting and other facilities. The Supporters' Club acknowledges that the CASC has control of its premises and has absolute discretion regarding any decision on the use of such.
- 2.5. The categories of membership of the Supporters' Club and the rights and privileges of such membership (such as the level of access to the CASC's facilities for each category of membership) are set out in the Schedule of Membership of this agreement.

## **3. BEST USE OF THE NAME, LOGO(S) AND RIGHTS**

- 3.1. The CASC authorises, licenses and appoints the Supporters' Club as its non-exclusive licensee to make Best Use of the Name and Logo, subject to the terms of this agreement. The CASC agrees to provide appropriate support and resources to support the Supporters' Club's Best Use.
- 3.2. The Supporters' Club may not sub-license the benefit of the licence contained in this clause without the prior written consent of the CASC.

## **4. DATA PROTECTION**

- 4.1. To the extent the CASC and Supporters' Club share any Data, both parties shall comply with the terms of the DPA.
- 4.2. To the extent that either party is a data processor in respect of the Data licensed to it by the other party, it shall:
- (a) comply with the DPA as if it was a data controller and shall not do anything which could result in the other party breaching the DPA;
  - (b) act only on the instructions of the other party which shall be the data controller in respect of any such Data processed;
  - (c) process such Data only to the extent, and in such manner, as is necessary in order to comply with its obligations under this Agreement or any service Agreement between the parties or as is required by law or by any regulatory body including but not limited to the Information Commissioner's Office; and
  - (d) ensure that it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of such Data and against accidental loss or destruction of, or damage to, such Data.

4.3. For the purposes of this agreement, "data controller", "data processor", "personal data", and "processing" shall have the meanings ascribed to them in the DPA.

## **5. PAYMENT**

5.1. The Supporters' Club shall pay the CASC:

5.1.1. in consideration for the Supporters' Club members' use of the CASC facilities, all of the Supporters' Club's membership subscriptions and other fees.

5.2. In the event that the Supporters' Club receives additional income and holds this income in surplus, the Supporters' Club may make a donation equal to such surplus.

5.3. All fees payable under this clause 5 shall be exclusive of VAT, but for the avoidance of doubt any donations made by the Supporters' Club to the CASC shall not be subject to VAT.

5.4. The CASC shall render to the Supporters' Club the appropriate invoices for all sums (except for any donations where applicable) due under clause 5 and in the case of the payment for CASC facilities under clause 5.1.1 the Supporters' Club shall notify the CASC before such invoice is rendered of the amount of subscriptions and other fees-received from the Supporters' Club's members.

## **6. TERMINATION**

6.1. The CASC may terminate this agreement immediately by notice in writing if the Supporters' Club does anything which in the reasonable opinion of the CASC is contrary to Best Use or is otherwise inimical to the objects of the CASC or brings or is reasonably likely to bring the Name, Logo(s) or reputation of the CASC into disrepute.

6.2. Either party may terminate this agreement immediately by notice in writing to the other in the event that:

(a) the other party commits any other material breach of this agreement; or

(b) a resolution is passed for the voluntary or compulsory liquidation of the other party or a receiver or administrator is appointed over all or part of the other party's business or assets or any analogous action or proceeding takes place in any jurisdiction.

6.3. This agreement may also be terminated by either party giving to the other not less than six calendar months' notice in writing to expire at any time.

6.4. Termination of this agreement shall be without prejudice:

(a) to any right or remedy of either party against the other subsisting at the time of termination and obligations as to confidentiality shall in any event continue; and

(b) to any contract entered into by the Supporters' Club with any third party in good faith, provided that on termination of this agreement the Supporters' Club shall, if required to do so by the CASC, take such steps as the CASC may direct to terminate any relevant contract, or to facilitate the transfer of the rights and obligations under any relevant contract to the CASC.

## **7. NO AGENCY OR PARTNERSHIP**

7.1. The Supporters' Club undertakes not to:

(a) act as agent of the CASC;

(b) contract with any person or entity on behalf of or in the name of the CASC;

(c) commit the CASC; or

(d) in any other way make the CASC liable,

unless it has obtained the prior written consent of the CASC.

7.2. The Supporters' Club shall not contract or hold itself out as a partner or joint venturer with the CASC, unless it has obtained the prior written consent of the CASC.

7.3. The Supporters' Club undertakes at all times in its public relations, promotional materials, stationery, literature and correspondence with third parties to maintain a clear separate identity to that of the CASC.

## **8. ACCOUNTS AND RECORDS**

8.1. The Supporters' Club shall provide the CASC with details of its Activities fully and promptly and in such manner as the CASC may from time to time reasonably require (and any dispute as to accounting and records shall be conclusively resolved by the reviewers to the CASC for the time being) or other independent accountants nominated by the Institute of Chartered Accountants in England and Wales.

8.2. The Supporters' Club will promptly following request make available to the CASC or its agents all records, papers and information in relation to the matters covered by this agreement and will allow the CASC and its agents to make copies of them.

## **9. CONFIDENTIALITY**

9.1. The CASC and the Supporters' Club agree to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit to be made use of any information relating to the other party's business affairs or finances (as the case may be) where knowledge or details of the information was received during the period of or in connection with this agreement.

9.2. The obligations of confidence referred to in this clause shall not apply to any confidential information which:

- (a) is in the possession of and is at the free disposal of the disclosing party or is published or is otherwise in the public domain prior to the receipt of such information by the disclosing party; or
- (b) is or becomes publicly available on a non-confidential basis through no fault of the disclosing party; or
- (c) is received in good faith by the disclosing party from a third party who on reasonable enquiry by the disclosing party claims to have no obligations of confidence to the other party in respect of it and imposes no obligations of confidence upon the disclosing party.

## **10. GENERAL**

10.1. This agreement is personal as between the parties and the Supporters' Club can only assign its rights and / or obligations under this agreement with the CASC's prior written consent.

10.2. No amendment or addition to this agreement shall be made unless made in writing and executed by the parties.

10.3. No delay, single or partial exercise or omission of either party in exercising any right under this agreement shall operate to impair such right or be construed as a waiver thereof.

10.4. In the event that any provision of this agreement is declared by any judicial or other competent authority to be void, voidable or illegal the remaining provisions shall continue to apply.

10.5. This agreement does not create any right enforceable by any person not a party to it.

10.6. The CASC shall not be liable for any breach of any term of this agreement which is the result of any cause beyond its reasonable control.

10.7. Any demand, notice or other communication by either party to the other may be delivered personally to the recipient or sent to the recipient by post or email at its address specified above (or at such other address notified by the recipient in advance). Any such notice, demand or other communication shall be deemed to have been received 24 hours after posting (where sent by first class prepaid post), immediately upon such delivery (where delivered personally) and immediately on sending (where sent by email) provided no adverse answerback is received, whether or not it is actually received.

## **SCHEDULE OF NAME / LOGO**

Draycote Water Sailing Club



## **SCHEDULE OF INCOME GENERATING ACTIVITIES**

This Schedule outlines to which entity the income from different types of activity will go.

### **1. Supporter members subscriptions and other fees**

The Supporters' Club's income will be generated from supporter member subscriptions and other fees for providing access to social and other facilities and will be paid directly to DWSC Trading Ltd's bank account in the first instance and will then, subject to the terms of this agreement, be paid in part or in full to the CASC under this agreement in consideration for use by the Supporters' Club members of the CASC's facilities.

### **2. Other CASC charges**

Other charges levied directly by the CASC upon the Supporters' Club members that are in addition to the payments from the Supporters' Club under this agreement, where applicable, will be payable to the CASC.

### **3. CASC facility income**

For the avoidance of doubt, save for the Supporters' Club subscriptions and other fees, income generated from the members of the Supporters' Club use of the CASC's facilities including its premises, the bar and equipment will go to the CASC.

### **4. Fundraising income**

Any fundraising income generated by the Supporters' Club, if any, may be donated to the CASC.

## **SCHEDULE OF MEMBERSHIP**

This schedule details the types of membership which are available through the Supporters' Club.

### **1. Family Members**

Registered members of the family grouping of a Family Member of the CASC (as defined in the CASC's Regulation 3.2) shall be entitled to visit the CASC's premises and use the CASC's facilities in the same way as Family Members of the CASC, subject to the Regulations of the CASC.

### **2. Zero Hours Staff Members**

Registered Zero Hours Staff Members shall be entitled to visit the CASC's premises and use the CASC's facilities, subject to the Regulations of the CASC, but shall have no right to register a boat for use on the CASC's water nor to use the CASC's water as a member.

### **3. Social Members**

Social Members shall be entitled to visit the CASC's premises and use the CASC's facilities, subject to the Regulations of the CASC, but shall have no right to register a boat for use on the CASC's water nor to use the CASC's water as a member.