

Age UK

English Friends Agreement



INTRODUCTION

The importance of Friends

Age UK knows that it needs to work with others to ensure that people in later life have access to the opportunities and activities that they want and need locally. Having a network of vibrant independent charities and groups working with and for older people in their local communities is therefore at the heart of our vision, and Friends are a very important part of this.

We believe it is important that people in later life are able to access a range of services, activities and opportunities in their local area. We recognise the huge contribution that your group makes to meeting the needs of people in later life, and welcome the variety of ways in which you do this. We look forward to working alongside you to continue to achieve positive results for people in later life.

How the English Friends Agreement works

The English Friends Agreement has been designed to reflect the varying circumstances and different nature of our Friends. This version is a three way agreement between Age UK, your Local Age UK and you.

The Agreement itself is very brief, just 1.5 pages (it follows the contents page) with much of the details set out in schedules. Schedules A to D will apply to all Friends. Schedules E to H (or just some of them) may also apply depending on your circumstances.

We have tried to make the language of the schedules clear and jargon free. However the trade mark licences in Schedules D and E contain some technical terms which we are advised by our lawyers are necessary.

Any terms which have specific definitions are highlighted in bold the first time they are used, and they are described in Schedule C.

There are references in the Agreement to “protocols”. These will be additional documents that will be used by us, the local Age UKs and Friends. Developing these protocols will allow us to identify together any additional areas of work, opportunities, or ways of working that we want to explore. Protocols will be developed with the full involvement of both Friends and local Age UKs – there will be no surprises.

We look forward to developing our relationship with you as a Friend of Age UK and greatly value all that you do to improve the lives of older people in your area.

Heather Stephenson

Friends & Forums Project Manager

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THE ENGLISH FRIENDS AGREEMENT

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 - A. How we will work together – the commitments made by Age UK and a Local Age UK to the Friend and vice versa.
 - B. General terms and conditions.
 - C. Interpretation provisions and definitions used in this Agreement.
 - D. Trade Mark Licence authorising the Friend to use the “Friend of Age UK” Marque.
- **Schedules which will apply if:**
 - E. the Friend provides Information and Advice Services;
 - F. the Friend promotes or sells products and/or services;
 - G. the Friend has a shop or shops;
 - H. the Friend’s name includes the words “Age Concern”; or
 - I. the Friend formerly participated in the legacy sharing arrangements for Age Concern charities.

ENGLISH FRIENDS AGREEMENT

Date

Between

- (1) Age UK whose registered office is Tavis House, 1-6 Tavistock Square, London WC1H 0NB, registered charity number 1128267 and company number 6825798 (**Age UK**)
- (2) whose registered office is atregistered charity number (the **Local Age UK**)
- (3) whose contact address is (the **Friend**)

Background

Age UK and the Local Age UK are charities registered in England and Wales who work together under the **Brand** to improve things for people in later life, particularly those who are most in need, by providing services and support, campaigning for change and creating new products and services that address market failure and serve the interests of all older people. The Friend is a group working with people in later life which supports these aims and wishes to be recognised as a Friend of Age UK with the right to use the **Marque**.

Agreement

1. This **Agreement** records the way in which the **parties** have agreed to work together and the terms on which the Friend will be entitled to use the Marque and, if appropriate, the **Age Concern Brand**.
2. The parties will comply with Schedules A to D in every case and also with Schedule E if the Friend wishes to provide **I&A Services**, Schedule F if the Friend wishes to sell or promote products and/or services, Schedule G if the Friend has one or more shops, Schedule H if the Friend's name includes the words "Age Concern" and Schedule I if the Friend formerly participated in the legacy sharing arrangements for Age Concern charities.
3. Unless provisions in this Agreement restrict them, the parties are free to carry out their charitable and other activities in the manner determined by their respective governing bodies.
4. Nothing in this Agreement requires any of the parties to take action that would put it in breach of its governing documents.

This Agreement is signed by the parties to be effective from the date set out above.

Signed by

.....
Name in capitals
for and on behalf of **Age UK**

.....
Trustee/Company Secretary

Signed by

.....
Name in capitals
for and on behalf of the **Local Age UK**

.....
Trustee/Company Secretary

Signed by

.....
Name in capitals
for and on behalf of the **Friend**

.....
Chair

Schedule A

This Schedule explains how the Friend will work together with Age UK and the Local Age UK

This Schedule (along with Schedules B, C and D) applies to all Friends

SCHEDULE A – HOW WE WILL WORK TOGETHER

INTRODUCTION

- A1. This Schedule (which is supplemented in every case by Schedules B, C and D) sets out how the Friend, Age UK and the Local Age UK will work together; and
- A2. The Friend is an associate member of the **Association** and as such will form part of the wider Age UK community, and may be involved in the work of the **Consortia**.

SUPPORT FOR THE FRIEND

From Age UK

- A3. Age UK will provide the Friend with:
- A3.1 a listing on its **Website**;
- A3.2 a copy of the Marque and guidance on its use;
- A3.3 information and briefings to help the Friend deliver its own services and activities;
- A3.4 the **Friends Quality Assurance Framework**;
- A3.5 opportunities to:
- promote its services in appropriate Age UK shops;
 - provide an **Information Service** by the provision (and updating as required) of information leaflets for use by the Friend;
 - be consulted on aspects of its work for people in later life; and
 - participate in its campaigning, influencing and engagement work.
- A4. By way of funding and income generation, Age UK will:
- A4.1 pay the Friend the following one-off grants:
- a “welcome grant” of £250 on signature of this Agreement; and
 - a grant of £500 to adopt the Marque;

A4.2 working with the **Fundraising Consortium**, give Friends the opportunity to participate in selected:

- fundraising campaigns;
- corporate partnerships; and
- fundraising training, guidance, support, conferences and events;

A4.3 give the Friend the opportunity to apply for grants available only to members of the Age UK community;

A4.4 through its subsidiary company, **Age UK Enterprises**, offer Friends the opportunity to become an **Introducer** to enable it to generate income from the sale of **Age UK Enterprises Products and Services**.

From the Local Age UK

A5. The Local Age UK will provide the Friend with access to:

A5.1 a point of contact who may be able to help or signpost to help if the Friend has governance or other organisational difficulties;

A5.2 opportunities to:

- promote its activities and services for example in the Local Age UK's shops and local information and service directories;
- attend local networking and skills development events; and

A5.3 if it can, other training and development support.

A6. The Local Age UK will also work closely with the Friend including by:

A6.1 organising at least one meeting a year with the Friend so that they can exchange ideas and plan opportunities to work together in the forthcoming year;

A6.2 telling the Friend about changes to itself or its services and activities which may be relevant to the Friend;

A6.3 signposting people to the Friend's services and activities when appropriate;

A6.4 where it is possible and appropriate, coordinating their services and activities; and

- A6.5 responding, if it can, to any request from the Friend for help to understand and comply with the Friends Quality Assurance Framework.

COMMITMENTS FROM THE FRIEND TO AGE UK & THE LOCAL AGE UK

Working with the Local Age UK

- A7. The Friend will work closely with the Local Age UK including by:
 - A7.1 attending at least one meeting each year with the Local Age UK;
 - A7.2 developing good channels of communication between them and specifically telling the Local Age UK about changes to itself or its services and activities which may be relevant to the Local Age UK;
 - A7.3 signposting people to the Local Age UK information and advice and other services when appropriate;
 - A7.4 where possible and appropriate, coordinating their activities; and
 - A7.5 seeking guidance, if it needs it, from the Local Age UK on the Friends Quality Assurance Framework.

Working with Age UK

- A8. The Friend will:
 - A8.1 support the ethos, vision and mission of Age UK;
 - A8.2 work within the Friends Quality Assurance Framework;
 - A8.3 signpost people to the Age UK information and advice and other services when appropriate;
 - A8.4 use the Marque in accordance with the **Marque Licence** and any guidance issued by Age UK;
 - A8.5 if appropriate, use the **Age Concern Brand** in accordance with the Age Concern Brand and any guidance issued by Age UK; and
 - A8.6 comply with the terms of any grants made to it by Age UK (including in relation to reporting back on the expenditure of the grant).

COMMITMENTS ON ALL THREE PARTIES

A9. The parties each agree to:

- A9.1 comply with such protocols as may be drawn up by Age UK in consultation with the Association representing the views of Friends and Local Age UKs, to cover the ways of working by and with Friends;
- A9.2 maintain adequate insurance for its organisation and the activities it undertakes; and
- A9.3 handle complaints promptly and carefully.

Schedule B

This Schedule sets out various terms and conditions which apply to the relationship between the Friend, Age UK and the Local Age UK

This Schedule (along with Schedules A, C and D) applies to all Friends

SCHEDULE B – GENERAL TERMS & CONDITIONS

B1. DURATION & RENEWAL

B1.1 This Agreement shall apply from the Start Date until 31 March 2015 but:

- it may be extended if all of the parties agree; and
- it may be terminated early in accordance with clause B5.

B1.2 It is Age UK's intention to have long term relationships with Local Age UKs and Friends and it will work with the Executive Committee of the Association to develop a successor to this Agreement (which may include changes or refinements in the light of experience gained during the **Term**).

B1.3 This Agreement may not be renewed when it ends if there are outstanding **significant** breaches of this Agreement or either or both of the **Trade Mark Licences** which would allow this Agreement to be terminated under clause B5.

B2. CONFIDENTIALITY & MUTUAL RESPECT

B2.1 The parties will keep confidential all information obtained about each other unless:

- a party gives their prior written consent to the release of information; or
- the information in question is in the public domain.

B2.2 The parties each acknowledge that they owe a duty of good faith to the other parties in relation to the exercise of its rights and the performance of its obligations under this Agreement.

B2.3 The Friend will not engage with the media in a way which might bring the Brand into disrepute or cause negative publicity.

B3. WORKING TOGETHER LOCALLY

B3.1 The Local Age UK will work together with the Friend and any other Friends with whom the Local Age UK has a Friends Agreement with the aim of:

- them all working together in harmony;
- them avoiding undermining each other;
- avoiding or settling local disputes as amicably and promptly as possible; and
- avoiding duplication of services.

B4. RESOLVING PROBLEMS & DISPUTES

B4.1 If any dispute arises between the parties in connection with this Agreement the parties to that dispute will, in the first instance, endeavour to resolve the dispute in good faith and as quickly and amicably as possible without

exposing themselves or the other parties to any publicity (adverse or otherwise).

B4.2 Where it is not possible to resolve the matter in accordance with clause B4.1 within one month (or such other period as the parties to the dispute shall agree), then:

- if the dispute is between the Friend and the Local Age UK:

the parties shall refer the matter to their respective Chairs to agree a way forward and if that is not possible the matter shall be referred to Age UK who will seek to enable the parties to reach an agreed resolution. If the parties are unable to reach a consensual resolution Age UK shall determine how the dispute shall be resolved. If either of the parties is unhappy with Age UK's determination it may refer the matter to the Association. If the Association accepts the referral it may, after considering the matter, ask Age UK to change its determination. On receipt of such a request from the Association, Age UK may change or confirm its determination at which point the determination shall be binding on the Friend and the Local Age UK.; or

- * if Age UK is one of the parties to a dispute

the parties shall **refer the matter to their respective Chairs to agree a way forward and if that is not possible** and the constitution of the Association contains a dispute resolution mechanism the parties to the dispute shall endeavour to resolve the dispute using that mechanism. If the parties remain unable to resolve their dispute it shall be referred to a suitably qualified mediator appointed by CEDR.

B4.3 If following the termination of this Agreement a Friend is not happy with **Age UK's** determination about its continued use (or not) of the Age Concern Brand under clause B6 then it may refer the matter to the Association. If the Association accepts the referral it may, after considering the matter, ask Age UK to change its determination. On receipt of such a request from the Association, Age UK may change or confirm its determination at which point the determination shall be binding on the Friend

B5. TERMINATION (ENDING THIS AGREEMENT)

Ending the Agreement – Automatic

B5.1 This Agreement ends automatically if the Local Age UK ceases to be a **Brand Partner** of Age UK, (although other arrangements may be made to support the Friend in accordance with clause B6.2).

Ending the Agreement – Friend and Local Age UK

B5.2 The Friend may terminate this Agreement (without prejudice to any of its rights or remedies under this Agreement) at any time for any reason by giving to the other parties three months' written notice.

B5.3 The Friend or the Local Age UK may request Age UK to terminate this Agreement in accordance with clause B5.5 if it considers that the Local Age UK or the Friend (as the case may be):

- is unable and/or unwilling to work with it in the spirit of this Agreement; or
- falls within one or more of the circumstances in clause B5.4.

B5.4 The circumstances contemplated in clause B5.3 are if the Local Age UK or Friend (as the case may be):

- has committed a serious or persistent breach of its obligations under this Agreement; or
- has behaved in a manner which would reasonably justify the opinion that it does not intend or is unable to comply with this Agreement; or
- has given false or misleading information in connection with this Agreement; or
- whether through an act or omission, has done anything which is likely to bring one or both of the other parties into disrepute, including actions that are likely to or do cause negative publicity.

B5.5 If Age UK receives a request to terminate this Agreement under clause B5.3 it will listen to both the Friend and the Local Age UK to enable each to reach a reasonable decision on the request which it will communicate to the Friend and the Local Age UK within 12 weeks of receiving the request which:

- if Age UK considers that termination would be inappropriate or premature, will specify the steps to be taken by the Local Age UK and the Friend to resolve the matter; or
- if Age UK confirms that the Agreement should be terminated

shall specify the date on which the Agreement will terminate or should be treated as having terminated.

Ending the Agreement – all parties

B5.6 Any of the parties may terminate this Agreement with immediate effect (or following a period of notice if it considers it reasonable to give one) if any steps are taken towards the winding-up, administration or dissolution of one of the other parties.

Ending the Agreement – Age UK

B5.7 Age UK may terminate this Agreement following such period of notice as it shall consider reasonable if:

- it resolves to do so in accordance with clause B5.5; or
- the Friend fails to obtain any written approval or consent required by this Agreement; or
- persistent, valid complaints continue to be made to the Local Age UK or Age UK about the Friend.

B5.8 Age UK may terminate this Agreement without notice if:

- either or both of the Marque Licence or the **Age Concern Licence** are terminated; or
- in its reasonable opinion the Friend does, or permits to be done, any act which might jeopardise or invalidate the registration of the **Trade Marks** or does any act which might assist, or give rise to, an application to remove the Trade Marks, or which might prejudice the right or title of Age UK to the Trade Marks.

B6. CONSEQUENCES OF TERMINATION

B6.1 The end of this Agreement (whether because it expires or is terminated under clause B5) shall not affect any rights or liabilities that have accrued prior to that date.

B6.2 If this Agreement is terminated because the Local Age UK ceases to be a Brand Partner of Age UK or other circumstances in which Age UK considers it appropriate to make other arrangements for the support of the Friend within the Age UK community:

- the Friend's right to use the Marque (and the Age Concern Brand if applicable) shall continue; and
- Age UK shall make alternative arrangements for the support of the Friend within the Age UK community.

B6.3 If at the time this Agreement is terminated the Friend uses the Age Concern Brand but clause B6.2 does not apply, subject to consultation with the Association, Age UK may allow the Age Concern Licence to continue or may issue the Friend with a new licence to use the Age Concern Brand on different terms.

B6.4 On termination or expiry of this Agreement for any reason:

- Clauses B2.1, B2.3, B6.1 and this clause shall continue in force indefinitely;
- the Friend shall (unless clause B6.2 applies or Age UK agrees in writing to the contrary):

<ul style="list-style-type: none"> ○ cease to use the Marque or the Brand, and not hold itself out as associated with Age UK or the Local Age UK or do anything that may indicate any relationship between them; ○ cease to use the Age Concern Brand unless it receives from Age UK, under clause B6.3, a new licence to use the Age Concern Brand or confirmation that the Age Concern Licence shall continue; ○ return, or at the option of Age UK, destroy, all written and online materials (in whatever form) bearing any of the Trade Marks it is no longer authorised to use. 	<p>B6.5 If at the time this Agreement is terminated the Friend uses the Age Concern Brand and Age UK determines not to grant the Friend a new licence to use the Age Concern Brand nor to confirm that the Age Concern Licence shall continue then the Friend may refer Age UK's determination to the Association in accordance with clause B4.3</p>	<p>between any of the parties, nor makes any party the agent of another for any purpose.</p> <p><u>Force Majeure</u></p> <p>B7.4 Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement, if:</p> <ul style="list-style-type: none"> • it promptly notifies the other parties in writing of the nature and extent of the Force Majeure Event; • it had taken all reasonable steps to avoid the event in question; and • it has taken all reasonable steps to mitigate the effect of the event and to carry out its obligations under this Agreement.
<p>B7. OTHER STANDARD PROVISIONS</p> <p><u>Entire agreement</u></p> <p>B7.1 This Agreement and any documents referred to in it or annexed to it constitutes the whole agreement between the parties and supersedes any previous agreement between them (whether in writing or not).</p> <p><u>Assignment</u></p> <p>B7.2 The Friend may not assign or transfer this Agreement to another party without the prior written consent of Age UK and the Local Age UK.</p> <p><u>No partnership or agency</u></p> <p>B7.3 Nothing in this Agreement creates a partnership or joint venture of any kind</p>	<p>B7.5 This Agreement can only be varied by a further document setting out the ways in which it is to be varied which is signed by all of the parties.</p> <p><u>Waiver</u></p> <p>B7.6 No failure or delay by a party to exercise any right or remedy it has under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise.</p> <p><u>Notices</u></p> <p>B7.7 When this Agreement requires a party to communicate in writing or to give notice to one or both of the other parties, that notice or communication shall be sent to the address at the beginning of this Agreement (or such other address as the parties agree in writing).</p> <p>B7.8 A communication shall be treated as having been received on the day in which it was delivered if the delivery was by hand or electronic means or 5 days after posting if sent by mail.</p>	<p><u>Variation</u></p> <p>B7.5 This Agreement can only be varied by a further document setting out the ways in which it is to be varied which is signed by all of the parties.</p> <p><u>Waiver</u></p> <p>B7.6 No failure or delay by a party to exercise any right or remedy it has under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise.</p> <p><u>Notices</u></p> <p>B7.7 When this Agreement requires a party to communicate in writing or to give notice to one or both of the other parties, that notice or communication shall be sent to the address at the beginning of this Agreement (or such other address as the parties agree in writing).</p> <p>B7.8 A communication shall be treated as having been received on the day in which it was delivered if the delivery was by hand or electronic means or 5 days after posting if sent by mail.</p>

Schedule C

This Schedule contains the explanation of terms which are used in the Agreement and some rules on its interpretation

This Schedule (along with Schedules A, B and D) applies to all Friends

SCHEDULE C - INTERPRETATION OF THIS AGREEMENT

INTRODUCTION

The Interpretation section below sets out some rules which apply to this Agreement and its Schedules.

Similarly, and to avoid lengthy repetitions in the Agreement, various terms are defined in the final section of this Schedule. The definitions apply throughout this Agreement and its Schedules except the Marque Licence and the Age Concern Licence (which contain all the definitions required in them). On the first occasion the expression is used in this Agreement, it appears in bold text.

INTERPRETATION

- C1. A reference to a clause or Schedule is to a clause or Schedule of this Agreement.
- C2. A reference to a clause number which is prefaced by a letter indicates the schedule in which that clause is to be found i.e. clause A2.1 means clause 2.1 in Schedule A.
- C3. Clause and schedule headings do not affect the interpretation of this Agreement.
- C4. Words in the singular shall include the plural and vice versa.
- C5. A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- C6. If there is a conflict between this Agreement and the Marque Licence or the Age Concern Licence (if any) the terms of this Agreement shall prevail.

DEFINITIONS

Age Concern Brand: the Age Concern name and logo which is the subject of the Age Concern Licence;

Age Concern Licence: if applicable, the agreement a copy of which is reproduced in Schedule H;

Agreement: this Agreement including its Schedules;

Age UK Enterprises: Age UK Enterprises Limited, company number 3156159;

Age UK Enterprises Products and Services: goods and services to be offered to the public by Trading Alliance members under the Brand;

Age UK Group: Age UK, Age UK Enterprises, Age UK Trading and any other subsidiaries of Age UK;

Age UK Group Products and Services: Age UK Enterprises Products and Services and Age UK Products and Services;

Age UK Group Products and Services Register: the register to be published by Age UK;

Age UK Products and Services: goods and services provided by a member of the **Age UK Group** and/or commercial partners under the Brand other than Age UK Enterprises Products and Services;

Association: an association of Brand Partners and Friends in England and Age UK which is currently The Age England Association (company number 07588292);

Brand: the Age UK brand and all goodwill and values associated with it including the use of the Trade Marks and the Age UK name in the manner prescribed by the **Brand Guidelines**;

Brand Guidelines: the final, approved Brand Guidelines as developed by Age UK in relation to the Brand, and which may be updated from time to time during the Term, a copy of which shall be made available to the Friend;

Brand Partner: a local Age UK which has entered into a Brand Partner Agreement with Age UK;

Brand Partner Agreement: an Agreement between Age UK and a local Age UK by which Age UK recognised the Local Age UK as a 'Brand Partner' and which sets out their respective rights and obligations;

CEDR: the Centre for Effective Dispute Resolution, company number 2422813 and registered charity number 1060369 of 70 Fleet Street, London, EC4Y 1EU, United Kingdom;

Commercial Consortium: the consortium with responsibility for retail and affinity and other trading and the retail affinity and commercial strategy for Brand Partners and Friends;

Consortia: the consortia established in accordance with the provisions of clause 1.10 to 1.14 of the Brand Partner Agreement;

Force Majeure Event: an act, event, omission or accident beyond the reasonable control of the relevant party;

Friends: groups which have entered into an agreement with Age UK and a Local Age UK recognising them as a Friend;

Friends Quality Assurance Framework: the organisational standard applicable to Friends which will be drawn up by Age UK working with the Executive Committee of the Association and the **Age UK Partners Leadership Committee** (as defined in the Brand Partner Agreement);

Fundraising Consortium: such group or forum as is constituted by Age UK as the 'Fundraising Consortium';

I&A: Information and Advice;

I&A Services: the information and advice services provided by Age UK, Brand Partners and some Friends;

Information Service: the service described in the first part of Schedule E;

Introducer: a local Age UK or Friend which has entered into an agreement with Age UK Enterprises pursuant to which it is authorised to effect introductions and distribute marketing materials in relation to certain Age UK Enterprises Products and Services;

Local Age UKs: charities which have entered into a Brand Partner Agreement with Age UK;

Marque: the Friends' marque which is the subject of the Marque Licence;

Marque Licence: the licence a copy of which is set out in Schedule D;

offer, for sale or otherwise: does not include the provision of information about services in relation to which there is no opportunity for the Friend to benefit (directly or indirectly and in money or in-kind) other than in reciprocal referrals for information;

parties: Age UK, the Local Age UK and the Friend;

Services for Older People Consortium: a consortium consisting of Age UK, Age Scotland, Age NI, Age Cymru, Local Age UKs and some Friend;

significant: something is to be regarded as serious if it would be regarded that way by a reasonable person aware of all of the relevant facts;

Term: the period of this Agreement set out in clause B5;

Trade Mark Licences: the Marque Licence and, if applicable, the Age Concern Licence;

Trade Marks: the Marque and the Age Concern Brand;

Website: www.ageuk.org.uk.

Schedule D

This Schedule contains a trade mark licence giving Friends the right to use the Age UK Friends' Marque and the conditions that apply

This Schedule (along with Schedules A, B and C) applies to all Friends

SCHEDULE D – MARQUE LICENCE

THIS LICENCE is made the day of 2011

BETWEEN

1. Age UK whose registered office is Tavis House, 1-6 Tavistock Square, London WC1H 0NB, registered charity number 1128267 and company number 6825798 (**Age UK**)
2. whose contact address is (the **Friend**)

BACKGROUND

In conjunction with the rights granted by the Friends Agreement (to which this licence forms a schedule) Age UK wishes to grant the Friend the right to use the Marque on the terms and subject to the conditions of this Licence.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Licence these words and phrases shall have the following meaning unless the context otherwise requires:

Friends Agreement	the agreement entered into between Age UK, the Local Age UK and the Friend to which this Licence is a schedule;
Geographical Descriptor	the name of the town or area, which shall be used as part of the Marque and designates the Friend as a friend of the Local Age UK;
Guidance	guidelines that explain how the Marque should be used and reproduced, which shall be issued by Age UK or through the Local Age UK;
Licence	this licence;
Local Age UK	as named in the Friends Agreement;
Marque	the logo device, including the Geographical Descriptor, reproduced in the Appendix, and a copy of which (together with the Guidance) is available from Age UK by download from its website;
Third Party	any party other than Age UK, the Local Age UK and the Friend and for the avoidance of doubt any subsidiary of the Friend shall be regarded as a Third Party.

- 1.2 Unless the context requires otherwise, references to the plural shall include references to the singular and references to the masculine shall include references to the feminine and vice versa.
- 1.3 Clause and Schedule headings are used for convenience only and shall not affect the construction or validity of this Licence.

- 1.4 References to clauses, sub-clauses and Schedules refer to the clauses and sub-clauses of and schedules to this Licence unless stated to the contrary.
- 1.5 References to statutory provisions shall be construed as references to any statutory modification or re-enactment (whether before or after the date of this Licence) for the time being in force and to any former statutory provision replaced (with or without modification) by the provision referred to and shall include all statutory instruments or orders from time to time made pursuant to it.
- 1.6 For the purposes of seeking approvals, instructions and obtaining materials under this Agreement (and especially pursuant to clause 3) the Friend shall be notified whether it is required to seek approval, instructions and materials from Age UK or the Friend, and how this should be done. References in these clauses to Age UK shall be read accordingly.

2. GRANT OF LICENCE

- 2.1 In consideration of the commitments given by the Friend in this Licence and the Friends Agreement, Age UK grants the Friend a non-exclusive, non-transferable, royalty free licence to use the Marque on the terms set out in this Licence and the Guidance.
- 2.2 All rights not expressly granted under this Licence are hereby reserved to Age UK.

3. USE OF MARQUE

- 3.1 The Friend shall be entitled to use the Marque for the purposes of its role as a Friend and in order to fulfil its commitments described in the Friends Agreement.
- 3.2 The Marque must always be used in the form set out in the Appendix and in the manner set out in the Guidance.
- 3.3 The Friend may only publish the Marque on its website or any other digital platform (if any), and whether owned by the Friend or a Third Party,:
- (a) after having obtained the prior approval of Age UK; and
 - (b) in accordance with the brand and digital guidelines set out in the Guidance.
- 3.4 All rights, including any goodwill, in the Marque (including any trade mark registrations for the Marque) shall be held and owned by Age UK and the Friend shall assign such rights to Age UK on request. The Friend will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Marque except under the terms of this Licence.
- 3.5 The Friend may not do or permit to be done any act which would be likely to jeopardise the ownership by Age UK of the Marque or allow any Third Party to use the Marque save as is expressly permitted under this Licence.

- 3.6 The Friend may not allow or permit any Third Party to use the Marque without Age UK's prior written consent (which consent shall not be unreasonably delayed but may be withheld at Age UK's absolute discretion).

4. INFRINGEMENTS

- 4.1 The Friend shall as soon as it becomes aware give Age UK full written particulars of and make no comment or admission to any Third Party in respect of:
- 4.1.1 any use or proposed use by any Third Party of any of the Marque or any trade mark, name, logo, get-up or mode of promotion or advertising which might amount to an infringement of the Marque or to passing-off; or
- 4.1.2 any allegation by any Third Party that the Marque or the use of the Marque is invalid or an infringement of the rights of any party.
- 4.2 Age UK shall have the conduct of all proceedings relating to the Marque and shall in its sole discretion decide what action, if any, to take in respect of any infringement or alleged infringement of the Marque or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Marque. The Friend shall not settle any claim or action against Third Parties without Age UK's prior written consent.
- 4.3 The Friend will at the request of Age UK give full co-operation to Age UK in any action, claim or proceedings brought or threatened in respect of the Marque and Age UK shall meet any expenses reasonably incurred by the Friend in giving such assistance.

5. TERM AND TERMINATION

- 5.1 Subject to clause 5.3, this Licence shall commence on the date of this Licence and shall remain in force for the duration of the Friends Agreement, unless terminated under clause 5.2 below.
- 5.2 Age UK shall be entitled to terminate the Licence immediately if the Friend:
- 5.2.1 commits a serious, material or persistent breach of its obligations under this Licence which if capable of remedy shall not have been remedied within 14 days of written notice to do so; or
- 5.2.2 is unable to pay its debts as they fall due or is the subject of a bankruptcy petition or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver, manager, administrator or administrative receiver appointed of its assets (or is subject to a similar event or set of circumstances in the country where it principally carries on business) or ceases for any reason to carry on business; or
- 5.2.3 undergoes a reorganisation of its role such that it no longer needs to use the Marque.

5.3 If the Friends Agreement is terminated in accordance with clause B6.2 of the Friends Agreement, then this Licence shall continue in effect until it is replaced by a new licence to use the Marque or is terminated by Age UK.

5.4 Upon termination of this Licence the Friend shall no longer be authorised to use the Marque and shall return to Age UK or destroy (at Age UK's absolute discretion) all templates or materials (including template letterhead and the like) containing the Marque, and in the case of electronic copies permanently delete them, and shall execute such documents as may be required to give effect to this clause or confirm Age UK's title to the Marque.

5.5 Notwithstanding termination of this Licence clause 6 shall survive termination.

6. CONFIDENTIALITY AND MUTUAL RESPECT

At all times when using the Marque the parties shall comply with the provisions of Confidentiality and Mutual Respect set out in clause B2 of the Friends Agreement.

7. GOVERNING LAW

This Licence shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

8. NOTICES

Notices to be given by either party shall be in writing and shall be deemed to have been duly given if delivered personally or sent by first class post to the addresses at the beginning of this Licence or to such other address as may be notified by one party to the other. Any such notice sent by post shall be deemed to have been received five days after the date of posting.

9. ENTIRE AGREEMENT AND VARIATION

This Licence represents the entire understanding of the parties with respect to the rights granted by it and supersedes all other agreements and representations with respect to these matters, whether made orally or in writing. This Licence may only be varied in writing if signed by each party's authorised representative.

10. COMPLIANCE WITH THE FRIENDS AGREEMENT

Each party shall comply at all times with the terms of the Friends Agreement. If there is any conflict between the terms of this Licence and the terms of the Friends Agreement the terms of the Friends Agreement shall prevail.

AS WITNESS the hands of the parties or their duly authorised representatives on the date first before written.

SIGNED by

.....

for and on behalf of Age UK

SIGNED by

.....

for and on behalf of the Friend

THE APPENDIX

The Marque

In each signature copy of this Agreement insert bespoke version of Marque that includes the geographical descriptor / reference to the Local Age UK

Schedule E

**This Schedule sets out the rules that will apply to
Friends who provide Information and/or Advice
Services**

SCHEDULE E – INFORMATION AND ADVICE

INTRODUCTION

The role of the Friend in the delivery of Information and/or Advice Services

Information Service

All Friends will have the opportunity to provide an Information Service as follows:

- the Friend will advise Age UK and the Local Age UK that it wishes to provide an Information Service;
- Age UK will send the Friend information leaflets as they are published and/or updated; and
- the Friend will ensure that it keeps current leaflets in stock and complies with Age UK's leaflet ordering arrangements.

Information and Advice Service

If the Friend wishes to provide an I&A Service it must:

- obtain consent in advance from both Age UK and the Local Age UK;
- comply with the minimum Information and Advice Service Requirements and Standards (set out below); and
- comply with requests by Age UK or the Local Age UK in connection with monitoring those standards.

THE INFORMATION & ADVICE SERVICE REQUIREMENTS AND STANDARDS

This section sets out the minimum service requirements and standards for the delivery of **I&A**. These Standards may be revised (once or more) during the Term of this Agreement period in consultation with the **Services for Older People Consortium**.

The Services

Friends providing I&A Services (in these standards "I&A Providing Friend") will commit to offer or to work towards offering information and advice on the agreed core topic areas as set out below, to the agreed quality standards. They may also wish to offer further areas of advice, and casework (again to agreed quality standards), as resources allow. The core issues are:

Benefits and Money

- Carry out benefits checks – covering pensions, means-tested benefits and disability related benefits. This could be done by using the on-line calculator on the Website.
- Provide support in claiming benefits, filling in claim forms, or helping the older person access other help (e.g. from a Citizens Advice Bureau or a Welfare Rights Unit). If referring to a non-independent source of support (e.g. local Pension Service), ensure the older person knows they can return to the I&A Providing Friend (or other independent advice agency) if they are turned down for benefit, or have any difficulty with their claim.
- Challenge benefit authorities if a decision is not in favour of the older person (e.g. by helping users seek review of, or appeal decisions) – or refer on to an independent advice agency to do so.
- Record estimated amounts of unclaimed benefits (and other income) identified through I&A work.

Social care

- Advise users on statutory and non-statutory social care services available, on eligibility criteria (financial and non-financial) and whether they may be eligible and what other options are available.
- Provide support in gaining access to social care services and equipment.
- Challenge statutory authorities if users have difficulty gaining their rights – or refer on to an independent advice agency to do so.
- For healthcare issues – signpost on to independent sources of advice and advocacy, such as PALS.

Housing options

- Make available to clients details of local sheltered housing and residential care options, and care and repair options.
- Use advice skills to help users assess their housing needs, or help users access other independent advice agencies that already provide this service.
- Refer on to local or national level specialist support where appropriate.

Local services and support

- Keep up to date and make available to users, details of local services and support, both statutory and non-statutory that are appropriate and beneficial for older people. Age UK will issue guidance on recommended content, based on best practice from Brand Partners and I&A Providing Friends.

Other Obligations of I&A Providing Friends

In addition, I&A Providing Friends will:

- Have a named and trained person to manage their I&A Service.
- Participate in agreed training, and in relevant I&A networks.
- Participate in national information campaigns such as “More Money in Your Pocket”.
- Provide Age UK with statistics of the number and nature of I&A enquiries in the agreed common format on a quarterly basis, within one month of the end of the quarter, so that they can be aggregated on a regional and national level.
- Commit to working with Age UK to introduce, by agreement, ways of seamless working that are appropriate to local circumstances. These could include one or more of the following:
 - Switching out of hours calls to the national line.
 - Accepting calls transferred from the national line where local support is needed.
 - Offering a call-back from a member of the I&A staff within an agreed time period.

Quality of Service:

Brand Partners, I&A Providing Friends and Age UK will meet the Age UK I&A Quality Standard and Age UK will cover the cost of audits against this standard.

Age UK responsibilities

Age UK will:

- Ensure older people are aware of the I&A services provided by Local Age UKs and I&A Providing Friends where these are the most appropriate way to meet users' I&A needs.
- Provide free I&A materials for consumers.
- Provide guidance on running a quality-assured I&A Service.
- Provide free adviser materials (including Factsheets and key books).
- Produce a national, branded, signposting leaflet for Friends to use.
- Provide template local information resources for local print (for Brand Partners to adapt for Friends in their area).
- Provide tailored support on securing sustainable funding for I&A, and on developing and reconfiguring services to deal with new opportunities and challenges (e.g. support brokerage).
- Seek funding for projects at a national level which increase the provision of I&A for older people, including through locally delivered services.
- Provide its support in a way that neither undermines the case for local funding for I&A nor disincentivises local organisations from continuing to bid successfully for local funding.
- Identify external resources, for example adviser materials like Adviser Net, which could be made available to Local Age UKs and I&A Providing Friends at lower cost through central purchasing.
- Offer a minimum of 30 free or low cost training courses annually, aimed at I&A workers in Local Age UKs Brand Partners, in a range of locations across the country. Where possible, to ensure that training is accredited.
- Produce and update induction learning resources aimed at new I&A staff and volunteers, in the core areas of I&A and on I&A skills.
- Seek accreditation of training offered, with the aim of helping brand partners to attract volunteers to their I&A Services.
- Develop an enquiry and case recording system for the national service, which Brand Partners can purchase to use for their service.
- Provide support to deliver Age UK branded I&A through work with other local partners and to support partnership working between Brand Partners.

- Promote national telephone advice provision, and seek non-Brand Partners, in areas where there is no Brand Partner or I&A Providing Friends (and no neighbouring Brand Partner who could offer I&A), to ensure national coverage of the service. This will start after April 2011.
- Seek national partners offering specialist I&A who can offer I&A to older people to complement that offered by Age UK, Brand Partners and I&A Providing Friends.
- Develop a national level specialist casework service on a range of issues. This is already in place as regards leasehold and rented sheltered housing (through what was the AIMS service). Social care will be the next area to be developed, during 2010-2011. The objective of the service is to fill geographical gaps in the service (where there is no local Brand Partner or I&A Providing Friends), and (by agreement) to add value to I&A provision of Age UK, Brand Partners and I&A Providing Friends and enable them to compete more effectively for tendered I&A Services. Staffing of such specialist casework may be by a combination of Age UK, Brand Partners' and I&A Providing Friends' employed staff, who would be paid (or the Brand Partner or I&A Providing Friend paid) on a sessional or case by case basis.
- Provide marketing, campaign and promotion support and materials, including local media support materials.
- Work at a national level to influence government, funders and other stakeholders on older people's I&A needs and the role that Age UK and partners can play in meeting these needs.
- Provide continued support to the Services for Older People Consortium.

Schedule F

**This Schedule will apply if the Friend wishes to
sell or promote products and/or services**

SCHEDULE F – PROMOTING OR SELLING PRODUCTS &/OR SERVICES

If the Friend wishes to promote or sell products or services it must comply with this Schedule.

- F1. Age UK intends to create opportunities for Friends to participate in the sale or promotion of **Age UK Group Products and Services**.
- F2. Age UK will publish the **Age UK Group Products and Services Register** on the **Website**.
- F3. The Age UK Group Products and Services Register will contain details of:
- F3.1 **Age UK Products and Services**;
- F3.2 Age UK Enterprises Products and Services; and
- F3.3 goods and services which a member of the **Age UK Group** is developing for sale under the Brand or in relation to which a member of the Age UK Group is in negotiations with a third party or parties for their sale under the Brand.
- F4. The Friend agrees that, except as set out in clause F5, whilst it remains a Friend it will not (and it will ensure that no trading company wholly or partly owned by it) **offer, for sale or otherwise**, any goods or services which are of a type or kind:
- F4.1 identified as Age UK Products and Services on the Age UK Group Products and Services Register; or
- F4.2 that is incompatible with the **Brand Guidelines** or could bring the name of Age UK, the Local Age UK or the Friend into disrepute.
- F5. The Friend may only sell Age UK Group Products and Services with the agreement of Age UK Enterprises in respect of Age UK Enterprises Products and Services or with the agreement of Age UK (or such of its subsidiary companies as it shall determine from time to time) with regard to Age UK Products and Services.

- F6. If the Friend wishes to provide or promote goods or services through a subsidiary company it shall, before doing so, seek Age UK's consent (which may be withheld) if in doing so it wishes to use the Marque.
- F7. Except as set out in this Schedule, the Friend shall be free to trade.
- F8. Age UK agrees to consult with the **Commercial Consortium** in relation to:
- F8.1 trading by the Age UK Group, Local Age UKs and Friends and in particular in relation to the continuance or development of Age UK Products and Services; and
- F8.2 finding mechanisms by which Local Age UKs and Friends in England can promote and/or sell Age UK Products and Services.
- F9. If with Age UK's agreement the Friend or one of its subsidiary companies develops under the Brand and offers for sale or otherwise, goods or services of a kind which a member of the Age UK Group also wishes to sell, Age UK will work closely with the Friend to ensure an arrangement is reached which is satisfactory to both parties.

Schedule G

This Schedule will apply if the Friend has one or more shops

SCHEDULE G – SHOPS

Introduction

- G1. If the Friend has shops the provisions of this schedule will apply in relation to the shops during the Term.

Branding requirements for the Friend's shops

- G2. The Friend agrees that it will comply with the Brand Guidelines relevant to the shops of Friends.

Shops Strategy

- G3. Age UK and the Commercial Consortium will work together to develop:
- G3.1 a shared strategy for the development of charity shops throughout the UK; and
 - G3.2 arrangements by which Age UK, Local Age UKs and Friends will share information about their respective retail plans and activities.
- G4. Age UK and the Commercial Consortium will also consider whether arrangements in place for Brand Partners (such as arrangements for stock collection) might be extended to Friends.

Shops in the same area

- G5. The parties agree that:
- G5.1 if at the Start Date the Friend has a shop within 400 metres of a shop run by Age UK or the Local Age UK the parties will enter into a discussion with each other about the future of those shops; and
 - G5.2 they will not open any new shop within 400 metres of an existing charity shop run by one of the other parties without first obtaining the prior written consent of the party or parties with the existing shop/s.

- G6. If a party refuses to give consent under clause G5.2 or if there is a dispute in relation to existing shops the dispute resolution provisions of clause B4 shall apply.

Schedule H

This Schedule contains a trade mark licence giving Friends who use the name “Age Concern” the right to carry on using it and the conditions that apply

This Schedule applies only to Friends whose name includes “Age Concern”

SCHEDULE H - AGE CONCERN LICENCE

THIS LICENCE is made the day of 2011

BETWEEN

1. Age UK whose registered office is Tavis House, 1-6 Tavistock Square, London WC1H 0NB, registered charity number 1128267 and company number 6825798 (**Age UK**)
2. whose contact address is
(the **Friend**)

BACKGROUND

In conjunction with the rights granted by the Friends Agreement (as defined below) Age UK wishes to grant the Friend the right to use the Name and Logo (as such terms are defined below) on the terms and subject to the conditions of this Licence.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Licence these words and phrases shall have the following meanings unless the context requires otherwise:

ACE	National Council on Ageing (also known as Age Concern England), charity no. 261794;
Friends Agreement	the agreement between Age UK, the Local Age UK and the Friend to which this Licence forms a schedule;
Geographical Descriptor	the name of the town or area which forms part of the Name;
Guidance	guidelines that explain how the Name and Logo may be used and reproduced, which will be issued by Age UK or through the Local Age UK and is available to view at http://www.acbrandguidelines.org.uk ;
Licence	this licence;
Local Age UK	as named in the Friends Agreement;
Logo	the logo device set out in the Appendix a copy of which

(together with the Guidance) is available from Age UK by download from <http://www.acbrandguidelines.org.uk>;

Name the name of the Friend as set out in the Appendix consisting of the words “Age Concern” together with the Friend’s Geographical Descriptor;

Promotional Materials any form of public communication (whether written or oral), brochure, display (including shop window dressing), publication, promotion, marketing or advertisement using any materials or media and whether in print or digital form, or any form or merchandise, material or product to which the Name and Logo could be applied;

Third Party any party other than Age UK, the Local Age UK and the Friend and for the avoidance of doubt any subsidiary of the Friend shall be regarded as a Third Party.

- 1.2 Unless the context requires otherwise, references to the plural shall include references to the singular and references to the masculine shall include references to the feminine and vice versa.
- 1.3 Clause and Schedule headings are used for convenience only and shall not affect the construction or validity of this Licence.
- 1.4 References to clauses, sub-clauses and Schedules refer to the clauses and sub-clauses of and schedules to this Licence unless stated to the contrary.
- 1.5 References to statutory provisions shall be construed as references to any statutory modification or re-enactment (whether before or after the date of this Licence) for the time being in force and to any former statutory provision replaced (with or without modification) by the provision referred to and shall include all statutory instruments or orders from time to time made pursuant to it.
- 1.6 For the purposes of seeking approvals, instructions and obtaining materials under this Licence (and especially pursuant to clause 3) the Friend shall be notified whether it is required to seek approval, instructions and materials from Age UK or the Friend, and how this should be done. References in these clauses to Age UK shall be read accordingly.

2. TERMINATION OF ALL/ANY PREVIOUS LICENCES

Any licence granted to the Friend by Age UK or its predecessor, ACE prior to the date of the Friends Agreement or this Licence relating to the Name and Logo which has not already been expressly terminated is terminated by this Licence.

3. GRANT OF LICENCE

- 3.1 In consideration of the commitments given by the Friend in this Licence and the Friends Agreement, Age UK grants the Friend a non-exclusive, non-transferable, royalty free licence to use the Name and Logo subject to the conditions set out in this Licence and in the Guidance.
- 3.2 All rights not expressly granted under this Licence are hereby reserved to Age UK.

4. USE OF NAME AND LOGO

- 4.1 The Friend shall be entitled to use the Name and Logo subject to the following provisions:
 - 4.1.1 it may use the Name without the Logo; and
 - 4.1.2 it may use the words “Age Concern” without its Geographical Descriptor only if the usage has been specifically agreed in writing and in advance with Age UK.
- 4.2. The Friend may only publish the Logo on its website or any other digital platform (if any) and whether owned by the Friend or a Third Party:
 - (a) after having obtained the prior approval of Age UK; and
 - (b) in accordance with the brand and digital guidelines set out in the Guidance.
- 4.3 The Friend undertakes and agrees that at all times during the Term it shall:
 - 4.3.1 use the Name and Logo in accordance with the Guidance, the Friends Agreement and such other reasonable instructions issued by Age UK from time to time in relation to the appearance of the Name and Logo;
 - 4.3.2 always use the Name and Logo in such a manner that their distinctiveness and reputation is maintained and do nothing which may lessen the distinctiveness of the Name and Logo or that may bring Age UK or the Local Age UK into disrepute or ridicule;
 - 4.3.3 not use or seek to register any mark or name the same as or confusingly similar to the Name and Logo or either of them;
 - 4.3.4 not do or permit to be done any act which would be likely to jeopardise the ownership by Age UK of the Name and Logo; and

- 4.3.5 not alter or vary the Name and Logo or permit their alteration or incorporation into another logo, brand or trade mark. Nothing in this Licence shall entitle the Friend to use the Name and Logo as part of any other corporate, business or trading name or style of the Friend except as expressly approved in writing and in advance by Age UK.
- 4.4 The Friend may not allow any third party to use the Name and Logo without Age UK's prior written consent (such consent not to be unreasonably delayed but which may be withheld at Age UK's absolute discretion).
- 4.5 The Friend shall hold all rights and goodwill generated by use of the Name and Logo through its activities under or pursuant to this Licence and/or the Friends Agreement on trust for the benefit of Age UK and hereby assigns the same to Age UK. The Friend undertakes to do all things and execute all documents that may be necessary to give effect to the provisions of this clause.

5. INFRINGEMENTS

- 5.1 The Friend shall as soon as it becomes aware give Age UK full written particulars of and make no comment or admission to any Third Party in respect of:
 - 5.1.1 any use or proposed use by any Third Party of any of the Name and Logo or any trade mark, name, logo, get-up or mode of promotion or advertising which might amount to an infringement of the Name and Logo or to passing-off; or
 - 5.1.2 any allegation by any Third Party that the Name and Logo or the use of the Name and Logo is invalid or an infringement of the rights of any party.
- 5.2 Age UK shall have the conduct of all proceedings relating to the Name and Logo and shall in its sole discretion decide what action, if any, to take in respect of any infringement or alleged infringement of the Name and Logo or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Name and Logo. The Friend shall not settle any claim or action against Third Parties without Age UK's prior written consent.
- 5.3 The Friend will at the request of Age UK give full co-operation to Age UK in any action, claim or proceedings brought or threatened in respect of the Name and Logo and Age UK shall meet any expenses reasonably incurred by the Friend in giving such assistance.

6. TERMINATION AND POST-TERMINATION

- 6.1 Subject to clause 6.3, this Licence shall commence on the date of this Licence and shall remain in force for the duration of the Friends Agreement, unless terminated in any of the circumstances of clause 6.2 below.
- 6.2 Each party shall be entitled to terminate this Licence forthwith if one of the other parties:
- 6.2.1 commits a serious, material or persistent breach of its obligations which if capable of remedy shall not have been remedied within 14 days of written notice to do so; or
- 6.2.2 is unable to pay its debts as they fall due or is the subject of a bankruptcy petition or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver, manager, administrator or administrative receiver appointed of its assets (or is subject to a similar event or set of circumstances in the country where it principally carries on business) or ceases for any reason to carry on business.
- 6.3 If the Friends Agreement is terminated in accordance with clause B6.2 of the Friends Agreement then this Licence shall continue in effect until it is replaced by a new licence to use the Name and Logo or is terminated by Age UK.
- 6.4 Upon termination of this Licence the Friend shall no longer be authorised to use the Name and Logo and shall return to Age UK or destroy (at Age UK's absolute discretion) all templates or materials (including Promotional Materials) containing the Name and Logo, and in the case of electronic copies permanently delete them, and shall execute such documents as may be required to give effect to this clause or confirm Age UK's title to the Name and Logo.
- 6.5 Notwithstanding termination of this Licence, clauses 6, 8 and 11 shall survive termination.

7. CONFIDENTIALITY AND MUTUAL RESPECT

At all times when using the Name and Logo the parties shall comply with the provisions of Confidentiality and Mutual Respect set out in the Friends Agreement.

8. FORMER LICENCES

This Licence replaces all existing and former licenses (if any) in force between Age UK and the Friend relating to the Name and Logo.

9. NOTICES

Notices to be given by either party shall be in writing and shall be deemed to have been duly given if delivered personally or sent by first class post to the addresses at the beginning of this Licence or to such other address as may be notified by one party to the other. Any such notice sent by post shall be deemed to have been received five days after the date of posting.

10. ENTIRE AGREEMENT AND VARIATION

This Licence represents the entire understanding of the parties with respect to this Licence and supersedes all other agreements and representations with respect to these matters made either orally or in writing. This Licence may only be varied in writing if signed by each party's authorised representative.

11. WAIVER

Failure or neglect by either party to enforce at any time any of the provisions of this Licence shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Licence nor prejudice that party's rights to take subsequent action.

12. COMPLIANCE WITH THE FRIENDS AGREEMENT

Each party shall comply at all times with the terms of the Friends Agreement. If there is any conflict between the terms of this Licence and the terms of the Friends Agreement the terms of the Friends Agreement shall prevail.

AS WITNESS the hands of the parties or their duly authorised representatives on the date first before written.

SIGNED by

.....

for and on behalf of Age UK

SIGNED by

.....

for and on behalf of the Friend

THE APPENDIX

The Name and Logo

The Name: e.g. “Age Concern Anytown” - The Friend’s full name will be inserted here in the signature copy of this Agreement.

The Logo: In the signature copy of this Agreement the logo below will be replaced by a version of the logo which applies to the Friend e.g. one which includes the full name of the Friend



Schedule I

**This Schedule contains a copy of the protocol
which deals with the distribution of legacies**

**It applies to all Friends who were members of Age
Concern, the Federation**

SCHEDULE I – LEGACY PROTOCOL

The Protocol to be included in this Schedule is being reviewed. When this review is complete the Protocol will be sent to you and you should insert it here in place of this sheet.