

## LICENCE

**The Royal Scottish Country Dance Society**, a Company incorporated under the Companies Acts (Company No. SC 480530), recognised as having charitable status in Scotland (Charity No.016085) and having its Registered Office at 12 Coates Crescent, Edinburgh, Scotland ("the Society") **hereby Records and Re-states** its recognition of:-as a Branch or Local Association of -

Vancouver Branch

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As a Branch or Local Association which Branch or Local Association operating in August 2019 has been recognised as such since 1964 ("the Licensee") and as a part of such recognition it grants or re-grants certain rights and gives or re-gives certain undertakings, as follows:

### 1. Use of names

The Society authorises and consents to the use by the Branch of the name "The Royal Scottish Country Dance Society" or "RSCDS" or "Dance Scottish" in the name of the Branch and any logo used by the Branch in relation to goods and services offered by the Branch on the following terms only:

- (a) the authorisation hereby granted is personal to the Branch, and cannot be assigned, sub-licensed or transferred by it in any way, without the consent of the Society.
- (b) the Branch is authorised to use the name "Royal Scottish Country Dance Society" or the abbreviation "RSCDS" as part of its name.
- (c) the Branch is authorised to use the Society's logos, if on the same document, product or item on which it appears, the Branch also states its name, unless there is express agreement to do otherwise from the Society.
- (d) all notepaper, order forms and other stationery used by the Branch, as also all electronic communications it issues must state the full name of the Branch, and, where used, the name "Royal Scottish Country Dance Society" or the abbreviation "RSCDS".
- (e) all marketing materials, posters, leaflets, pamphlets and other material produced by the Branch must state the full name of the Branch, unless the express prior permission of the Society has been obtained for this requirement to be waived.

- (f) marketing materials created by the Branch must comply with the Society's brand and advertising guidelines, must be accurate and not misleading.
- (g) the Branch must ensure that its website, and any other promotional materials relating to the Branch, does not contain content that is, in the opinion of the Society, distasteful, offensive, unethical, infringes intellectual property rights and otherwise fails to comply with applicable laws and regulations.

Provided that

- (i) the Branch is not under any circumstances authorised to state, suggest, or otherwise indicate, by its use of the name The Royal Scottish Country Dance Society or RSCDS in its title that it is an agent, partner or representative of the Society.
- (ii) nothing in this agreement shall require the Branch to obtain the consent of the Society in order to distribute items which are acquired by the Branch from any other Branch recognised by the Society.

It is explained that the use of the designation "Royal" as part of the Society's name is a privilege accorded to the Society by the British Crown and that the Society's continuing entitlement to use this designation remains in the gift of the Crown.

## **2. The Society's Undertakings**

The Society undertakes to:

- (a) promote the charitable objects of the Society
- (b) provide an examination and teaching framework in order that a benchmark of dance technique and dancing can be maintained
- (c) act as a resource centre for the provision of advice in relation to dance technique, dancing and music
- (d) consistent with the charitable objects of the Society, promote Scottish country dancing as a social activity with an emphasis on health, recreation and enjoyment
- (e) provide opportunities for members to attend classes, for example by holding schools and workshops
- (f) maintain a library and archive of materials relevant to the history of the Society, and of Scottish dance and its music
- (g) communicate regularly with the Branch and its members, by either or both of electronic and other means
- (h) maintain a website for the dissemination and sharing of information between the Society and its various Branches



- (i) provide general guidance and information to assist the Branch in relation to its effective management and development
- (j) develop appropriate strategies to enable the Branch, along with the other Branches of the Society, to contribute to the development of the Society
- (k) arrange for the publication for sale of dances and music, as also for the sale of such range of merchandise as the Society shall from time to time approve. Branch members shall be entitled to a discount on the purchase of the foregoing items at such rate or rates as may, from time to time, be set by the Society.
- (l) promote and undertake such additional services as shall, from time to time, seem to the Society to be appropriate in terms of helping to promote the Society's charitable objects.

Subject always to securing sufficient revenue through the receipt of membership subscriptions to fund the provision of such services. The Society reserves the right to withdraw services in the event that it believes that it is no longer able to run these on a sustainable basis.

**The foregoing rights and undertakings above are given on the basis that the Licensee will comply** with the following undertakings and obligations. Acceptance of this Licence will be deemed to be acceptance of these obligations.

### **3. The Branch's Undertakings**

- (a) The Branch undertakes to conduct its affairs in a lawful and seemly manner, consistent with the charitable objects of the Society and conform to its core values, including those which seek to eliminate discrimination.
- (b) The Branch agrees that it shall not knowingly take steps which will harm the goodwill or good image of the Society and it shall seek to enhance the goodwill and good image of the RSCDS.
- (c) Every member of the Branch must also be a member of the Society. Where subscriptions of members paid to the Branch shall include their subscriptions to the Society the latter will be forwarded to the Society in a timely and consistent manner, as agreed with the Society. Payments made under this agreement shall be without deductions due to local or national taxes or charges.
- (d) The Branch agrees to submit a copy of its annual Report on the year's working of the Branch together with a copy of its annual Accounts, to the Office of the Society no later than two months after the Branch's Annual General Meeting.

- e) The Branch agrees to provide the Society with the names and addresses, and email addresses where possible, of the Branch's chairman, secretary, treasurer and delegates. Each year, the Branch shall provide the Society with details of the members who pay their subscriptions to the Society through the Branch. Personal data about members shall be handled and stored by the Branch in accordance with current data protection legislation.
- f) The Branch agrees to appoint two or more as required of its members as delegates in accordance with Article 12 of the Articles of Association of the Society.
- g) The Branch agrees to notify the Society in writing of any proposed changes to its Constitution and to delay implementing such until the Society has confirmed that it is not in conflict with the Society's aims and policies.
- h) The Branch shall provide or facilitate instruction and participation in traditional Scottish country dancing.

## **General Provisions**

### **4. Recognition of ownership**

The Branch recognises that the Society is the owner worldwide of the goodwill attaching to the Society's name and also of the copyright of the logos, straplines and other promotional materials it may develop and introduce. If the Branch has reason to believe that there has been a breach of the Society's copyright in its operational region it shall notify the Society whereupon the Society, in its absolute discretion, may institute legal proceedings against the believed infringer of the Society's copyright.

### **5. Branch autonomy**

The Branch is at liberty to decide what is the most suitable structure for its proper organisation, to develop its own programme of classes and events, and to manage for its own benefit all funds it receives other than those which are due to the Society in terms of membership subscriptions or otherwise.

### **6. Previous agreements**

All previous licences made between the Society and the Branch recording or conferring Branch status are hereby cancelled. This Licence is granted in



conformity with the Articles of Association and Rules and Procedures of the Society both of which became effective on 1<sup>st</sup> April 2015.

## **7. Legal Jurisdiction**

This agreement shall be governed by and construed in accordance with the laws of Scotland, and the parties to it submit to the jurisdiction of the Scottish Courts.

Whereas this Licence is in a standard form and intended to be utilised throughout the world it is not to be construed as calling on any Branch to do anything which would be unlawful in the legal jurisdiction in which such Branch operates. The Branch shall, however, to the extent permitted by local National Law use its best endeavours to comply with the core values of the Society and its charitable aims, which are currently stated to be:

- (a) the advancement of the education of the public in Scottish country dancing and its music, and
- (b) the preservation and furtherance of the practice of Scottish country dancing and its music.

Where general advice may be offered by the Society through its website the Branch shall always be responsible for obtaining appropriate legal advice for ensuring compliance with all legislation relevant to it.

## **8. Notices**

Any notices to be given under this Licence shall be deemed to have been properly given if sent by recorded delivery (or equivalent) to the senior employed officer of the Society, or the last known secretary of the Branch. All notices shall also be sent by electronic mail (where such is held by the Society).

## **9. Termination**

The Branch shall be entitled to surrender its Branch status and the rights granted to it in terms of this Licence on the expiry of one month's notice in writing to that effect.

The Branch may have its status as a Branch removed and the rights granted in terms hereof withdrawn by resolution of the Directors of the Society to that effect, where in the opinion of the Directors of the Society the Branch has not acted in accordance with the terms of this Licence, has not acted in accordance with the policies determined by the Society, has acted against the best interests of the Society and its members, or has brought the Society into disrepute, provided always that prior to the passing of such a resolution the following procedures shall have been observed:

- (a) at least two months' notice of the intention to propose the resolution for removal shall be given to the Branch, specifying the grounds for the proposed removal;
- (b) representatives of the Branch, which term shall include a proxy or law agent, shall be entitled to be heard at the Board meeting at which the resolution is proposed;
- (c) the Branch shall have a right of appeal to an Appeals Committee constituted in terms of the Articles of Association of the Society, the decision of which Appeals Committee shall be final and binding.

Notwithstanding the foregoing, the Society's Management Board shall have an absolute right to amend this Licence from time to time when fulfilling its duty to update the form of Licence, as it is required to do in terms of the Society's Rules & Procedures.

From the date that the surrender or removal of Branch status takes effect in terms of the foregoing provisions (the effective date) the Branch and its delegates shall lose their right to participate in and vote at General Meetings of the Society, and the Branch shall lose its right to all benefits conferred in terms of this Licence. All obligations incumbent on the Society and the Branch shall, however, be fulfilled down to the date when Branch status, effectively, comes to an end.

Licence signed on behalf of the Society by

*Andrews Kellett*

Chairman

Date: 16.08.2019