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CHARITY-WRAP PARTNERSHIP AGREEMENT

between

DOCUMENT XL LIMITED

and

DATED



Document XL Limited, XL House, Crown Business Park, Cowm Top Lane, Rochdale, Lancashire, OL11 2PU

Telephone: 0300 0200 123

eMail: info@charity-wrap.org.uk



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PARTIES

- (1) DOCUMENT XL LIMITED incorporated and registered in England and Wales with company number 05729461 whose registered office is at Linden House, Rawdon Hall Drive, Leeds, LS19 6HD (**Document XL**).
- (2) _____ incorporated and registered in England and Wales with Charity number _____ and whose registered office is at: _____

BACKGROUND

- A. Document XL supplies photocopying machines, printers and other printing devices on a sale and/or hire basis and other related services including maintenance and on-going support to its Customers.
- B. Document XL wishes to offer any business or organisation the opportunity to participate in the Charity-Wrap Project.
- C. Document XL and your organisation shall together provide the Charity-Wrap Project in accordance with the terms and conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Brand Manual: the Charity's guidelines prescribing the permitted form and manner in which the Charity Branding may be used, a copy of which must be provided to Document XL, and including any amendments or additions notified in writing by the Charity to Document XL from time to time.

Charity's Manager: the Charity's manager for a Charity-Wrap Project.

Charity Branding: the trademark(s) set out in Part 1, including the listed registrations and applications and any registrations which may be granted pursuant to such applications, and the related trademarks, branding, marks, devices, rights in trade dress, service marks and get-ups set out in 0 of and any registrations of any marks listed in Part 1 or 0 that may be notified in writing by the Charity from time to time.

Charity Wrapper: a banner containing the Charity Branding which can be applied to a Device.

Donations: means the money to be donated by Document XL to the Charity in accordance with clause 9.

Project: the project whereby a Charity Wrapper is applied by to Document XL Device(s) and Document XL donates money to the Charity on the basis of the number of colour prints produced by the Device(s) as more fully described in clause 2 and clause 9.

Device(s): any photocopier machine, printer or printing device hired from or sold by Document XL to a Customer which is to have a Charity Wrapper applied.

Document XL's Manager: Document XL's manager for the Project.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.



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- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules and background form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules and background.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes faxes and e-mail.
- 1.8 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement.

2. COMMENCEMENT AND DURATION

- 2.1 Document XL and the Charity shall participate in the Project on the terms and conditions of this Agreement.
- 2.2 The Project shall commence from the date of this Agreement and shall continue for an initial period of 12 months, thereafter it shall continue unless this Agreement is terminated by one of the parties giving to the other not less than 3 months' written notice, unless this Agreement is terminated in accordance with clause 13.

3. GRANT

- 3.1 The Charity hereby grants to Document XL a royalty free, non-exclusive licence to use the Charity Branding solely in relation to the Project and including by using the Charity Branding in Charity Wrappers and for marketing and advertising of the Project in accordance with the terms and conditions of this Agreement.

4. PROJECT

- 4.1 Project shall be conducted in the following manner:



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- (a) The Charity shall provide Document XL with all necessary materials, images and text to enable Document XL to design and produce a Charity Wrapper for application to Device(s).
- (b) Subject to clause 4.2, Document XL shall be responsible for undertaking the design, manufacture and application of the Charity Wrapper.
- (c) Document XL shall, as soon as reasonably practicable, provide the Charity with a draft design of the Charity Wrapper. Document XL and the Charity shall discuss and agree the draft design of the Charity Wrapper and when it has been agreed, they shall both sign a copy of it and it shall become the standard Charity Wrapper to be used in the Project, subject to variations in size according to the size and design of Device(s) and any changes agreed by the parties from time to time.

4.2 Document XL shall cover the entire cost of design, manufacture and application of the first 10 Charity Wrappers to be made. Thereafter, the Charity shall be responsible for the entire cost for any other Charity Wrappers designed, manufacture and applied.

4.3 Where during the term of this agreement the Charity re-brands, the Charity shall cover the entire cost of design, manufacture and application of the replacement Charity Wrappers.

4.4 Any payment due from the Charity in respect of the cost of design, manufacture and application of a Charity Wrapper in accordance with clauses 4.2 and 4.3 shall be deducted from monies due from Document XL to the Charity by way of Donations.

4.5 Where Document XL wishes to use Charity Branding for marketing and advertising of the Project howsoever, such use is subject to the Charity's prior written approval, such approval not to be unreasonably withheld.

5. DOCUMENT XL'S OBLIGATIONS

5.1 Document XL shall undertake to offer any business or organisation the option to participate in the Project.

5.2 Document XL shall obtain the Customer's written agreement to participate in the Project and Doc XL shall notify the Charity of the Customer's participation.

5.3 Document XL shall appoint Document XL's Manager in respect of the Project who shall have authority contractually to bind Document XL on all matters relating to the Project. Document XL shall use reasonable endeavours to ensure that the same person acts as Document XL's Manager throughout the term of the Project, but may replace him from time to time where reasonably necessary in the interests of Document XL's business.

5.4 Document XL shall comply strictly with the directions of the Charity, including the directions contained in the Brand Manual, regarding the form and manner of the application of the Charity Branding on a Charity Wrapper and use by Document XL of the Charity Branding in any advertising and marketing of the Project.

5.5 Document XL shall use its best endeavours to ensure that the Customer agrees to the Donations being subject to gift aid.



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6. CHARITY'S OBLIGATIONS

- 6.1 The Charity shall co-operate with Document XL in all matters relating to the Project and appoint the Charity's Manager in relation to Project, who shall have the authority contractually to bind Charity on matters relating to the Project.
- 6.2 The Charity will provide, in a timely manner, such materials, images, text and other information as Document XL may reasonably require to perform its obligations under this Agreement and ensure that it is accurate in all material respects.
- 6.3 The Charity shall use its best endeavours to market and promote the Charity-Wrap Project to its supporters including but not limited to via newsletters, email and open days.

7. TITLE, GOODWILL AND REGISTRATIONS

- 7.1 Document XL acknowledges that the Charity is the owner of the Charity Branding and shall not dispute or challenge the rights of the Charity to the Charity Branding or any part thereof.
- 7.2 Any goodwill derived from the use by Document XL of the Charity Branding shall accrue to the Charity. The Charity may, at any time, call for a confirmatory assignment of that goodwill and Document XL shall immediately execute it.
- 7.3 Document XL shall not do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to the Charity Branding or the reputation or goodwill associated with the Charity Branding or the Charity, or which may invalidate or jeopardise any registration of the Charity Branding.
- 7.4 Document XL shall not apply for, or obtain, registration of the Charity Branding for any goods or services in any country.
- 7.5 Document XL shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Charity Branding.
- 7.6 The Charity warrants that it is the owner of the Charity Branding and may, at its discretion, on written notice to Document XL, delete any of the entries in Schedule 1.

8. CHANGE CONTROL

- 8.1 The Charity's Manager and Document XL's Manager shall meet at regular intervals to discuss matters relating to the Project. If either party wishes to change the scope of the Project, it shall submit details of the requested change to the other in writing.
- 8.2 If either party requests a change to the scope or execution of the Project, Document XL shall, within a reasonable time, provide a written estimate to the Charity of:
- (a) the likely time required to implement the change;



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- (b) any necessary variations to the terms of this Agreement arising from the change;
- (c) the likely effect of the change on the Project; and
- (d) any other impact of the change on this Agreement.

- 8.3 If the Charity wishes Document XL to proceed with the change, Document XL has no obligation to do so unless and until the parties have agreed the necessary variations to the Project and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with clause 14.
- 8.4 Notwithstanding clause 8.3 Document XL may, from time to time and without notice, change the Project in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature and scope of the Project.
- 8.5 If either party requests a change to the scope of the Project for any other reason, the other party shall not unreasonably withhold or delay consent to it.

9. DONATIONS AND PAYMENT

- 9.1 In consideration of the licence granted by the Charity to use the Charity Branding, Document XL shall make the following Donations to the Charity for every colour page printed by a Device:
- (a) Single sided A4 or A3 colour page print = 1p Double sided A4 or A3 colour page print = 2p
- 9.2 In accordance with Document XL's Terms and Conditions of Supply of Services, the Customer shall be invoiced for Document XL's services either quarterly or monthly (as set out in the contract between Document XL and the Customer) and the Customer shall pay each invoice in cleared funds within 14 days of receipt.

Within 30 days of receipt of payment in full and in cleared funds from the Customer for the relevant month or quarter, Document XL shall pay the applicable Donations for that month or quarter to the following bank account:

Bank: _____

Account Name: _____

Account number: _____ Sort Code: _____

Reference: _____



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- 9.3 Where Document XL does not receive payment or only partial payment from a Customer of an invoice, Document XL shall be under no obligation to pay the applicable Donation to the Charity until and if full payment of the relevant invoice is received by Document XL
- 9.4 Where there is a dispute between the Customer and Document XL as to charges, and it is agreed that the charges payable are reduced, the Donation due to the Charity shall be reduced accordingly.
- 9.5 Where payment is due to Document XL from the Charity in accordance with clause 4.2 in respect of the design and manufacture of Charity Wrappers, Document XL shall provide the Charity with full details of the cost of the design and manufacture and the amount due shall be deducted from the Donations prior to payment to the Charity.
- 9.6 For every Device, Document XL shall provide the Charity with a copy of all the readings taken from the relevant Device at the time of making payment of the Donations to the Charity.
- 9.7 This Agreement and its provisions shall have no effect on Document XL's right to increase the prices it charges for its services under its Terms and Conditions of Supply of Services.
- 9.8 Time for payment shall not be of the essence of this Agreement.
- 9.9 All sums payable to the Charity under this Agreement shall become due immediately on its termination, despite any other provision. This clause 9.9 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 9.10 Document XL may, without prejudice to any other rights it may have, set off any liability of the Charity to Document XL against any liability of Document XL to the Charity.

10. CONFIDENTIALITY

- 10.1 Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to them by the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning a party's business or its products or services which the other party may obtain.
- 10.2 A party may disclose such information:
- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out its obligations under this Agreement; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 10.3 Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 10.
- 10.4 A Party shall not use any such information for any purpose other than to perform its obligations under this Agreement.



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10.5 All Charity Branding, materials, equipment and tools, drawings, specifications and data supplied by either party to the other party shall, at all times, be and remain as between the Document XL and the Charity the exclusive property of the party who supplied it, but shall be held by the receiving party in safe custody at its own risk and maintained and kept in good condition until returned, and shall not be disposed of or used other than in accordance with the written instructions or authorisation of the party who supplied it.

11. LIMITATION OF LIABILITY

11.1 This clause 11 sets out the entire financial liability of Document XL (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Charity in respect of:

- (a) any breach of this Agreement;
- (b) the participation in the Project; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

11.3 Nothing in this Agreement limits or excludes the liability of Document XL:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Charity as a result of fraud or fraudulent misrepresentation by Document XL; or

11.4 Subject to clause 11.2 and clause 11.3:

- (a) Document XL shall not be liable for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss of corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and



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- (b) Document XL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, and restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to £1000.

12. DATA PROTECTION

The Charity acknowledges and agrees that details of the Charity's name, address and personal data will be processed by and on behalf of Document XL in connection with the Project.

13. TERMINATION

13.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other on giving the other not less than 3 months' written notice or immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
- (d) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (e) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
- (g) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
- (h) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or



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- (i) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(d) to clause 13.1(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (m) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001); or

13.2 In the event that Document XL's contract with a Customer incorporating its Terms and Conditions of Supply of Services terminates, subject to Donations already due, Document XL's shall no longer be under an obligations to make Donations to the Charity in respect of the Device(s) covered by that contract.

13.3 On termination of this agreement for any reason:

- (a) Document XL shall immediately pay to the Charity all accrued and outstanding Donations due under this Agreement.
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13.4 On termination of this Agreement (however arising) the following clauses shall survive and continue in full force and effect:

- (a) clause 9;
- (b) clause 10;
- (c) clause 11;
- (d) clause 13; and
- (e) clause 23.

14. VARIATION

Subject to clause 8, no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.



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15. WAIVER

- 15.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 15.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of any such right or remedy.
- 15.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 15.4 A party that waives a right or remedy provided under this Agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 15.5 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

16. SEVERANCE

- 16.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 16.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17. ENTIRE AGREEMENT

- 17.1 This Agreement and any documents referred to in it or annexed to it constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.
- 17.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to this agreement or not) other than as expressly set out in this Agreement. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement].
- 17.3 Nothing in this clause shall limit or exclude any liability for fraud.



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18. ASSIGNMENT

- 18.1 The Charity shall not, without the prior written consent of Document XL, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.2 Document XL may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.3 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

19. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement shall not have any rights under or in connection with it.

21. NOTICES

- 21.1 A notice given to a party under or in connection with this Agreement:
- (a) shall be in writing in English (or accompanied by a properly prepared translation into English);
 - (b) shall be signed by or on behalf of the party giving it;
 - (c) shall be sent for the attention of the person, at the address or email address specified in this clause (or to such other address, email or person as that party may notify to the other, in accordance with the provisions of this clause); and
 - (d) shall be:
 - (i) delivered personally; or
 - (ii) sent by commercial courier; or
 - (iii) sent by email; or
 - (iv) sent by pre-paid first-class post or recorded delivery; or
 - (v) sent by airmail requiring signature on delivery.
- 21.2 The addresses for service of a notice are as follows:
- (a) To Document XL:



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- (i) address: Linden House, Rawdon Hall Drive, Leeds, LS19 6HD
- (ii) for the attention of: Mr. S. R. Dobson
- (iii) email: info@charity-wrap.org.uk

(b) To You:

- (i) Your address: _____
- (ii) for the attention of: _____
- (iii) email: _____

21.3 If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

- (a) if delivered personally, at the time of delivery; or
- (b) if delivered by commercial courier, at the time of signature of the courier's receipt; or
- (c) if sent by email, at the time of transmission; or
- (d) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
- (e) if sent by airmail, five days from the date of posting.

21.4 For the purposes of this clause:

- (a) all times are to be read as local time in the place of deemed receipt; and
- (b) if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

21.5 To prove delivery, it is sufficient to prove that:

- (a) if sent by email, the notice was transmitted by email to the email address of the party; or
- (b) if sent by pre-paid first class post, the envelope containing the notice was properly addressed and posted.

21.6 The provisions of this clause 21 shall not apply to the service of any process in any legal action or proceedings.

21.7 A notice required to be given under or in connection with this Agreement shall not be validly served if sent by e-mail.

22. DISPUTE RESOLUTION

22.1 If any dispute arises in connection with this agreement, Document XL's Manager and the Charity's Manager shall, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

22.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by



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CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 60 days after the date of the ADR notice.

22.3 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).



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Schedule 1 Charity Branding

Part 1. Trade mark(s):

Describe "principal" mark(s) here and list details below

Registered trademarks and applications

Country	Mark	Application number	Registration number	Date filed	Date granted	Class	Specification of goods or services

Unregistered trade marks

Country	Mark	Date first used	Goods or services in respect of which the mark has been used

Related indicia

Signed by, for and on behalf of
Document XL Limited

.....

.....

Director

Signed by, for and on behalf of your
organisation

.....

.....

Director