# THE NATIONAL TRUST NORTH STAFFORDSHIRE NATIONAL TRUST ASSOCIATION

Your committee has been asked by the National Trust to sign the following Letter of Affiliation to continue our association with them. There are however terms in this which the committee feel unable to agree to. We will keep you posted on how negotiations preceed.



# Letter of Affiliation between National Trust and Centres & Associations

# Issued March 2025

National Trust Supporter groups (including Centres and Associations) are independent groups affiliated with, and acting in support of, the National Trust.

This letter of affiliation aims to ensure that the relationship between the National Trust and Centres and Associations ('your group'), and our obligations to one another, are clear. This updated letter replaces all earlier versions, so please retain a copy for your group's records.

Being affiliated with the National Trust involves agreeing to the commitments set out in this letter.

### 1. Affiliation

- (a) Your group agrees to follow the terms of this letter and to continue to use its best endeavours to promote the work of the National Trust in your area through activities such as organising events, raising money and promoting social activities to make membership and volunteering more enjoyable.
- (b) Your group is free to conduct its activities as it thinks fit, subject to:
  - (i) your own constitution; and
  - (ii) compliance with the general law, including data protection legislation and trade marks; and
  - (iii) the guidelines issued by the National Trust from time to time; and
  - (iv) the terms of this letter.

#### 2. Constitution

- (a) Your group agrees to adopt a Constitution, and the National Trust has a model Constitution available to groups. If you choose to adopt your own Constitution, it should not contradict any element of this Letter of Affiliation.
- (b) If your group adopted the National Trust's model Constitution, you agree to obtain written approval of the National Trust before making any alteration.
- (c) Your group agrees to make its Constitution available to the National Trust upon request.

# Legal and Safe

### (a) Policies:

- (i) We would expect groups affiliated with the National Trust to have certain policies and processes in place to help ensure your group's activities are safe and compliant with government legislation. These include:
- ✓ Data protection and privacy policies and processes (to comply with UK GDPR General Data Protection Regulation and Data Protection Act 2018)
- ✓ Policies and processes to comply with the Equality Act 2010 or equivalent legislation in Northern Ireland
- ✓ Safeguarding policy and procedure (to help keep members safe)
- (ii) To support the policies and processes in 3(a)(i) and the general running of your group, the National Trust recommends your group also have the following in place and share them with your membership:
- A complaints procedure for your membership
- A values statement or code of conduct for your group
- (iii) We will signpost groups to government and expert charity sector resources for helpful information and practical examples. Links to further reading about the legislation in 3(a)(i) can be found in Appendix 2.
- (b) Separate Legal Identity: Your group acknowledges that it and the National Trust are separate autonomous legal entities.
  - Your group agrees to ensure that none of its own contracts or dealings with any third party results in any obligation or liability falling on the National Trust.
  - (ii) Your group must not enter into any legally binding agreement with any third party in the name of the National Trust.
  - (iii) Your group agrees to maintain and make clear the separation of identity between itself and the National Trust on all notepaper, publications, publicity, websites, social media accounts and other materials, in particular by including (with reasonable prominence) the description of itself set out in Annex 1 of this letter.

## (c) Data Protection:

- (i) Protecting the personal data of its members, volunteers, staff and supporters is very important to the National Trust, and your group is expected to hold the personal data of your members and participants securely in accordance with data protection legislation.
- (ii) The National Trust does not share personal data, as defined in data protection legislation, with your group, and your group does not process personal data on behalf of the National Trust. In the event that this changes, a written data processing agreement (DPA) that complies with

data protection legislation must be put in place before any personal data is processed by the National Trust or by your group.

# (d) Use of the National Trust's Name and Logo:

- (i) Subject to the terms of this letter, the National Trust authorises your group to use the National Trust's trade marks in accordance with Appendix 1 of this letter.
- (ii) Your group must not alter the Logo or use any variation of it or any alternative logo unless provided by the National Trust.

# Guidelines – general

- (a) Your group will always act in the best interests of the National Trust and not raise funds for or support any other cause without the prior written approval of the National Trust.
- (b) Your group agrees to use its best endeavours to promote, publicise and enrol new volunteers, supporters and/or members of the National Trust.
- (c) Your group agrees to co-ordinate through the National Trust any approaches to companies, charitable trusts, foundations, other bodies and individuals for donations, grants or sponsorship.
- (d) The National Trust will endeavour to offer reasonable support and assistance to groups in carrying out your activities. We will provide up-to-date guidance or signpost information on key topics and policies relevant to your activities.

#### End of Affiliation

- (a) Either party may end the affiliation and terminate the agreement set out in this letter at any time by giving at least six months' notice to the other party.
- (b) In the event that the other party is in material or persistent breach of the terms of this agreement or is insolvent, either party may end the affiliation and terminate the agreement set out in this letter at any time with immediate effect, by serving written notice.
- (c) In the unlikely event that your group is ever in breach of the trade mark use permission letter (Appendix 1) or acts in a way likely to adversely affect the interests or reputation of the National Trust, the National Trust may at its discretion withdraw the authorisation in clause 3(d)(i) of use of the National Trust name and logo and terminate the agreement set out in this letter by serving one month written notice on your group.
- (d) Upon termination of your group's affiliation, the right to use the National Trust's name and trade marks will end, and we will no longer list your group on the National Trust website. The group will also no longer have access to the

insurance cover provided by the National Trust. Any funds held by your group for the benefit of the National Trust must be paid to the National Trust as soon as reasonably possible.

## 6. Effect of this Letter

- (a) The National Trust may alter or vary the terms of this letter at any time following a review of the implications of any change.
- (b) The terms of this letter will apply from the date of countersignature on behalf of your group and will cover existing and continuing activities as well as future ones.

Signed by: Liz Girling
People Engagement Director

For and on behalf of The National Trust

Email address for correspondence:

For and on behalf of (group name):

The terms of this letter are acknowledged and agreed on the following date:
1.Signed by:
Name (Chair or another committee member and their role):
Email address for correspondence:
2.Signed by:
Name and role of committee member:



# **Appendices**

# Appendix 1 Trade mark use permission letter

The letter below **must be signed and returned** as part of the signed letter of affiliation with the National Trust.

#### Dear Chair and Committee

Permission to use the trade marks the words 'National Trust' and the Oak Leaf Logo in relation to activities and events furthering your constitutional Objects in accordance with the terms of the Letter of Affiliation of even date between the National Trust and its Centres & Associations (the Agreement)

In this letter The National Trust (Enterprises) Limited (we/us) authorise your group (you) to use the trade marks shown in Annex 1 (the Marks) in relation to the Agreement on the following terms.

We as the proprietor of the Marks and the owner of copyright and goodwill in the Marks, grant you a non-exclusive, non-transferable, non-sublicensable, revocable permission to use the Marks in the United Kingdom solely:

- as shown in Annex A without modification;
- from the date of the signing of this letter to run co-terminously with the Letter of Affiliation between the National Trust and your group or until this permission is revoked by us; and
- in printed and electronic communications for the purposes necessary to comply
  with the Letter of Affiliation of even date. Wherever you use our National Trust
  and Oak Leaf logo it must be the version accompanied by the relationship
  statement "In support of" and, in Wales, 'yn cefnog'r.

Any goodwill derived from the use by you of the Marks shall accrue to us. We may, at any time, call for a document confirming the assignment of that goodwill and you shall execute it without delay. You shall obtain prior written approval from Danielle Albracht <a href="mailto:supportergroups@nationaltrust.org.uk">supportergroups@nationaltrust.org.uk</a> of all new templates or other new items and materials that incorporate or bear the Marks.

You shall not place or depict the Marks in any manner, in any materials or in any situation that would tend to denigrate, disparage, tarnish, dilute, misrepresent or otherwise adversely affect or take advantage of the Marks or their reputation, us or any of our affiliates or any of our or your products or services.

We may revoke this permission at any time with immediate effect by written or emailed notice to you or your committee.

You acknowledge that we own and will retain all rights, title and interest in and to The Marks.

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

Yours faithfully,

Date:

### **Danielle Albracht**

Supporter Involvement Lead The National Trust (Enterprises) Limited

We hereby acknowledge receipt and accept the contents of this letter

1.	Signed
	Name of chair or another committee member:
	Address for correspondence:
	Email address:
	Date:
2.	Signed
	Name of committee member:
	Address for correspondence:
	Email address:

## Annex 1: The Marks

- The words 'National Trust' and in Wales 'Ymddiriedolaeth Genedlaethol'
- The logos:





The 'in support of' version of the 'National Trust and Oak Leaf' Logo above is the only version to be used by Supporter groups. The National Trust and Oak Leaf logo must not be used alone without the relationship statement 'in support of' and, in Wales, 'yn cefnog'r.

Artwork of the 'in support of' Logo is available from your Regional Business Services Coordinator and can be used for your group's notepaper, publications, publicity, websites, social media accounts and other materials.

# Appendix 2

# Legal and Safe: Clause 3(a) information sheet for optional further reading

We expect groups affiliated with the National Trust to have certain policies and processes in place to help ensure your group's activities are safe and compliant with relevant government legislation.

For groups looking for further information or more in-depth reading on the laws and policies mentioned in clause 3(a), the links in this appendix are to the legislation itself and to expert guidance. The links are accurate as of the date of this letter and will be updated as needed in future versions.

The National Trust will also <u>signpost groups to resources</u>, guidance and practical examples to help you to develop, review or update your group's policies and procedures.

# UK GDPR (UK General Data Protection Regulation) and Data Protection Act 2018

UK GDPR is a set of rules designed to protect the privacy and personal data of individuals within the European Union (EU) and the European Economic Area (EEA), giving people more control over how their data is collected, processed, and used by companies. The Data Protection Act 2018 is the UK's implementation of GDPR.

The Information Commissioner's Office (ICO) is an important public resource for information on data protection, including <u>advice for small organisations</u>.

The ICO also provides guidance on the <u>Privacy and Electronic Communications</u>
<u>Regulations (PECR)</u>, which sits alongside the Data Protection Act and the UK GDPR.

PECR gives people specific privacy rights in relation to electronic communications, including <u>cookie compliance</u>, which is important to get right if you have a website.

#### **Equality Act**

The Equality Act (2010) is a law that protects individuals from discrimination.

The Equality and Human Rights Commission provides <u>guiding principles for associations</u>, and <u>Citizens Advice</u> and the <u>Equality Commission for Northern Ireland</u> are resources for more information.

#### Safeguarding

Safeguarding is the measures put in place and the actions taken to protect children and adults at risk from harm, including abuse and neglect, and to promote their welfare.

The legislation or policies that inform safeguarding include the <u>Care Act 2014</u> and Adult Safeguarding: Prevention and Protection in Partnership (Northern Ireland).