



Scottish Karate Governing Body Ltd

Agreement between:- Scottish Karate Governing Body Ltd Member associations and Association clubs

Agreement between:

(1) *[insert association name]* of *[insert associations address]* (“the Association”).

and

(2) *[insert member association club name]* of *[insert member association club’s address]* (“the Club”).

**Together and hereinafter
collectively known as and referred
to as “the Parties”**

Whereas

- (A) The Association having its office at *[insert association’s address]* is an unincorporated association located and based in *[insert region – eg Glasgow North]* for the purposes of the organisation, administration and governance of the sport of Karate in *[insert region – eg Glasgow North]*;
- (B) The Association has adopted the SKGB Child Protection Policy containing Guidelines and Procedures for the implementation of proper working practices that as far as is reasonably practicable shall safeguard participants in the sport of Karate;
- (C) The Association has adopted the SKGB Coaches Licences and Record Book for the implementation of a proper regulatory regime of Licensed Coaches in the sport of Karate;
- (D) The Club is a Member Association Club of the Association and has agreed to adopt implement and comply with both the (i) SKGB Child Protection Policy and (ii) Coaches Licence and Record Book; and
- (E) The Club shall ensure that (i) the SKGB Child Protection Policy and (ii) the Coaches Licence and Record Book are followed.

Therefore it is hereby agreed as follows:

1. Definitions and Interpretation

1.1 In this Agreement:-

“Association”	means a Member Association of the SKGB;
“Child Protection Policy”	means the Child Protection Policy and any guidelines, procedures and appendices attached thereto as adopted amended and published from time to time by SKGB;
“Club”	means a Member Association Club;
“Date of Termination”	means the date this agreement terminates;
“Karate Event”	means any meeting whether formal informal public or private the subject of which is the sport of Karate including without limitation any practice coaching training or teaching session, competition, tournament, match or any other event organised or administered under the auspices of the Club Association SKGB or otherwise.
“Member Association”	means an Association of Member Association Clubs bound by the rules and working practices of the Member Association as promulgated from time to time;
“Member Association Club”	means a club or group who is a member or affiliate of a Member Association;
“Policies”	means the Child Protection Policy and the Coaches Licence and Record Book;
“Coaches Licence and Record Book”	means the Coaches Licence and Record Book as promulgated from time to time by the SKGB and the policy and rules relating to the same;
“SKGB”	means the Scottish Karate Governing Body or any of its successors or assigns as may be from time to time;

1.2 Reference to any statute or statutory provision shall include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

1.3 The singular includes the plural and the masculine includes the feminine and vice versa.

- 1.4 References to persons shall include bodies corporate, incorporated associations and partnerships.

2. Adoption and Implementation of the Child Protection Policy and Coaches Record and Licence Book by the Association

- 2.1 Further to the adoption and publication of the Child Protection Policy by the SKGB and the subsequent agreement between the SKGB and the Association and further to this agreement between the Parties the Association shall provide such guidance advice and assistance to the Club as is necessary to assist with the proper operation and implementation of the Child Protection Policy.

- 2.2 Further to the adoption and publication of the Coaches Licence and Record Book by the SKGB and the subsequent agreement between the SKGB and the Association and further to this agreement between the Parties the Association shall provide such guidance advice and assistance to the Club as is necessary to assist with the proper operation and implementation of the Coaches Licence and Record Book.

3. Adoption and implementation of the Child Protection Policy by the Club

- 3.1 The Club hereby agrees to adopt the Child Protection Policy.

- 3.2 The Club shall fully communicate the existence of the Child Protection Policy to all of its officials and members and:-

- 3.2.1 Have 1 principle hard copy of the Child Protection Policy available at each Club meeting, coaching session and competitive event and provide access to the Child Protection Policy on the request of any member of the Club;

- 3.2.2 retain one principle hard copy of the Child Protection Policy at the Club's registered office and/or principle place of business available for inspection upon request by any official of the SKGB or any official or member of the Association or any member of the Club;

- 3.2.3 Ensure that each Club official and Licensed Coach has read and understands the Child Protection Policy.

- 3.3 The Club shall ensure that the copy of this agreement provided by the Association is kept and available for production upon request of the SKGB and/or Association.

4. Adoption and implementation of the Coaches Licence and Record Book by the Club

- 4.1 The Club hereby agrees to adopt implement and comply with the Coaches Licence and Record Book. For the avoidance of any doubt the Club shall only allow Coaches who are licensed further to the Coaches Licence and Record Book to coach or instruct or teach any member of the Club or any other participant at any Club coaching training or teaching session or any Karate Event or any other event organised or administered under the auspices of the Club Association SKGB or otherwise at which Club members may be present.

5. Monitoring and Reporting

- 5.1 The Club shall perform regular checks of its activities and ensure that the Policies have been properly adopted and implemented and that full compliance with the Policies is being achieved (“Monitoring Activities”).
- 5.2 The Club shall keep written records of all Monitoring Activities and shall retain the same for a period of no less than 24 months.
- 5.3 The SKGB and the Association shall be entitled to request at any time a full written report on the Monitoring Activities to include the provision of copies of all records kept further to clause 5.2 above and the Club shall provide the same within 7 days of the request.
- 5.4 The SKGB and the Association shall be entitled to otherwise monitor and investigate the Club’s activities as they see fit and the Club shall cooperate fully with the SKGB and/or Association.

6. Non-compliance – suspension and termination by Association

- 6.1 In the case of suspected breach of this agreement by the Club the Association may provisionally suspend the Club’s membership of the Association.
 - 6.1.1 If the Association provisionally suspend the Club’s membership of the Association the Club may not organise or conduct any Karate Event as a Club that is or purports to be a member of or in any way associated with the Association or the SKGB.
 - 6.1.2 Following the imposition of provisional suspension the Association shall investigate the alleged breach(es) as soon as is reasonably practicable.
- 6.2 The Association may terminate this agreement if it concludes that the Club is in breach of this Agreement or has in anyway failed to properly adopt and implement the Policies and ensure compliance with the Policies. Notice of Termination shall be provided in writing.
- 6.3 For the avoidance of doubt the Association need not provisionally suspend a Club’s membership prior to termination of this agreement.

7. Termination by Club

- 7.1 The Club may only terminate this Agreement by providing 3 months notice in writing.
- 7.2 The Club may withdraw notice of termination at any point up until the Date of Termination.

8. Effect of termination

- 8.1 On the Date of Termination the Club shall cease to be a member of the Association and for the avoidance of doubt shall cease to be a member of the SKGB.
- 8.2 On and following the Date of Termination the Club shall not hold itself out to be a member of the Association or in anyway associated with the Association nor shall the

Club hold itself out to be a member of the SKGB or in anyway associated with the SKGB.

9. Amendments

9.1 The SKGB may publish such amendments and/or additions to the Policies as it sees fit. The Association will communicate these amendments and/or additions to the Club. The Club hereby agrees that it shall adopt implement and comply with the same upon receipt.

9.2 The SKGB may adopt and publish such additional guidance notes, procedures, policies and documentation as may be required for the proper regulation of the sport of Karate. The Association will communicate these additional guidance notes, procedures, policies and documentation to the Club and the Club hereby agrees that it shall adopt implement and comply with the same upon receipt.

10. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Scotland.

IN WITNESS WHEREOF:-

Subscribed for and on behalf of
the Association

By

At

On

Subscribed for and on behalf of
[insert the full name of the Club]

1.

By

At

On

2.

By

At

On