



Social Partnership Agreement

Between

**SCOUTS South Africa
("SSA")**

and

[_____ **Group name**
("the Group")]

Whose members are represented by:

[names of Individuals (start-up signatories and accountable sponsoring persons)]

The Group's contact details:

Physical Address:	
Postal Address:	
Telephone:	
Fax:	
Email:	

1. Preamble

- a. Whereas SCOUTS South Africa ("**SSA**"), is an organisation that is focused on the development of youth and adults for the purpose of creating better citizens for South Africa.
- b. Whereas SSA welcomes this opportunity to support the efforts of the Group in making Scouting available to the Group Members.
- c. Whereas the Group desires to gain access to the programme, training, resources and materials of SSA for the use of its members.
- d. Whereas the Parties to this agreement share a belief in the aims and method of Scouting as a power to positively influence their members.
- e. AND WHEREAS the Parties hereby desire to enter into a partnership to give effect to the stated intents on the terms and conditions more fully set forth in this Agreement.

2. Definitions and interpretation

- a. All terms and phrases used in this Agreement, unless otherwise apparent from the context, have the meaning given to them in the Organisational Rules, the Constitution and the Policies.
- b. In this Agreement, unless otherwise apparent from the context:
 - (1) "**Agreement**" means this Social Partnership Agreement between SSA and the Group;
 - (2) "**Board**" means the Scout Governing Board as defined in Constitution;

- (3) "**Branch**" means a constituent unit of a Group, being either a Cub Pack, Scout Troop or a Rover Crew;
- (4) "**Constitution**" means the Constitution of SSA from time to time amended;
- (5) "**Group**" means a complete unit composed of one or more Branches (Cub Pack, Scout Troop) with the addition of a Rover Crew, if desired. This term applies to a Group even if it lacks one or more of the Branches;
- (6) "**Individual**" means an Adult Members as defined in the Organisational Rules;
- (7) "**Movement**" means the Scouts South Africa youth movement
- (8) "**Organisational Rules**" means the current edition of the volume of the Scouts South Africa organisational rules and its companion volumes - The Scout Badge Book and The Cub, Scout and Rover Trails books;
- (9) "**Parties**" means SSA and the Group and "**Party**" means, as the context requires, either of them;
- (10) "**Policies**" means SSA's policies from time to time amended;
- (12) "**Scout**" means a youth (boy or girl) aged from eleven to seventeen years of age; and
- (13) "**SSA**" means Scouts South Africa (formerly named the South African Scout Association), a non profit association with NPO registration number: 019-215 NPO).
- c. In the event of any conflict between the provisions of this Agreement, the Organisational Rules and the Constitution are in conflict, the provisions of the Constitution will prevail and thereafter the Organisational Rules will prevail.
- d. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- e. Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a

natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.

- f. Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.
- g. The rule of interpretation that, in the event of ambiguity, this Agreement must be interpreted against the party responsible for the drafting of the contract does not apply.

3. Premises: Venue for Group

- a. For the term of this Agreement, the property located at:

And the improvements thereon, namely

Hereinafter collectively referred to as the “**Premises**” are owned/leased/available for use by SSA and such rights thereto are assigned to the Group for the purpose of Scouting any supporting activities as permitted by the Organisation

Rules and Policies and subject, where applicable, to the lease or rental terms of the property.

- b. Where applicable the lease or a document containing the rental terms is annexed to this Agreement as **Annexure 1** and are included for information purposes, but do not form part of this Agreement.

4. License to Operate

- a. SSA grants the Group a licence to operate a Group in accordance with the Constitution, the Organisational Rules and Policies as may be amended from time to time.
- b. For the avoidance of doubt, this license requires that the Group
 - i. Follows the Scout Method in delivering the youth programmes.
 - ii. Uses the latest material developed by SSA for the youth programmes and training;
 - iii. Uses only the branding, trade names, trademarks as prescribed in the SSA Marketing and Branding Policy.
 - iv. Uses the benefit SSA membership systems.
- c. The licence also grants the Group:
 - i. A vote in respect of matters handled at the triennial (three yearly) Partnership Conferences as described in the Constitution.
 - ii. A vote in respect of any Constitutional changes as defined in the Constitution.
 - iii. A vote in respect of the person nominated to represent the Scout Groups on the Board as set out in the Organisational Rules.
 - iv. Permission to utilise any Scout property for the purpose of furthering the aims of scouting.

- v. Any other rights and responsibilities as laid out in the Constitution and the Organisational Rules as amended from time to time.

5. SSA's Obligations and Rights

a. SSA will be responsible to:

- i. Provide the Group, with know-how, advice and training relating to the SSA youth programmes.
- ii. Provide training at a reasonable fee for the Parents, Adult Leaders and interested Adults in accordance with the details set out in the Adult Support Policy.
- iii. Make available for purchase appropriate training material for the various components of the Group.
- iv. Support the Group's personnel using volunteer District Commissioners, Regional and National Support volunteer teams.
- v. Organise a triennial conference for Groups. Attendance at such Conferences will be optional and all costs to attend will be for the Group's Account.

b. SSA is entitled to:

- i. Suspend individual members of Groups according to the rules and procedures laid out in the Organisational Rules and Policies of SSA.
- ii. Suspend or terminate this Agreement after due process is followed, based on a breach by the Group, or a member thereof, of the Constitution, the Organisational Rules or Policies of SSA or a term of this Agreement.

6. Group's Rights and Obligations:

a. The Group must:

- i. Operate the Group in accordance with, and adhere fully to, the Constitution, the Organisational Rules and the Policies as amended from time to time.
- ii. Recruit and nominate Adult Leaders in accordance with the SSA Guidelines for Adult Support Policy.
- iii. Not permit any Leaders to operate with youth members until they have complied with the agreed clearance and membership requirements as described in the Adult Support Policy.
- iv. Notify SSA, as soon as it becomes aware of any contravention of the Constitution, the Organisational Rules or any Policies by its members.
- v. Ensure that members comply with the SSA Uniform Policy.
- vi. Maintain the membership database in respect of the Group members' information, by either capturing the data themselves or supplying the necessary documentation to the National office.
- vii. Use their best endeavours to promote and grow the Movement.
- viii. Maintain the Premises to the highest standards and ensure usage is consistent with the Scout Movement's Values and expectations in accordance with the Property Policy.
- ix. Make payment of any rental levies or taxes and utility usages costs associated with the operation of the premises.
- x. Ensure the property is insured in accordance with the Property Policy.
- xi. Maintain finances and reporting in accordance with the Finance, Fundraising and Administration Policy.

- xii. Use signs and branding in connection with Scouting as outlined in the Marketing and Branding Policy.
- xiii. At the request of SSA, provide SSA with additional information as reasonably requested.
- xiv. Have an annual general meeting as set out in the Organisational Rules.

b. The Group is entitled to:

- i. Participate in all district, regional and national events, provided they are in compliance with the terms of this Agreement at the time the event is held.
- ii. Appeal any decision in respect of suspension or termination of this Agreement through the process as laid out in the Organisational Rules and the Constitution.
- iii. Appeal any decision in respect of suspension of a member through the process as laid out in the Organisational Rules, the Constitution and the Policies of SSA.

7. Membership fee

- a. The Group must pay an annual membership fee to the National office of R500 (five hundred rand) per Branch operating under this Agreement. The first amount is payable within 30 days of the date of execution of this Agreement. The amount payable will be reviewed on an annual basis by Exco and approved by the Board.
- b. Such annual fees are to be paid by 31 January of each year. Renewal of this Agreement as contemplated in clause 8(b) below, may be withheld until payment of the annual fees for the Group has been made.
- c. Failure to pay the fee within 3 (three) months of the due date may result in the suspension or termination of this Agreement

and concomitant withdrawal of access to SSA's Programmes and Resources for the members thereof.

8. Term

- a. The term of the Agreement starts as of the date of signature of the last party to sign this Agreement in time and extends to the end of the SSA financial year.
- b. The Agreement is automatically renewed and extended for a further calendar year by way of payment of the Annual Group Membership fee unless the Group has committed a breach of this Agreement (as set out in clause 4.b.ii or 9) or has not substantially performed its obligation in terms of this Agreement.

9. Termination

- a. SSA Africa may terminate this Agreement on written notice to the Group if the Group:-
 - i. Fails to provide suitable or sufficient Adult leaders and resources to deliver the Scout Programme to its youth members in the units.
 - ii. Youth membership falls below the minimum number as set out in the Organisational Rules in sections 3.1.5 and 3.2.13.
 - iii. Is in breach of the terms of this Agreement, or is operating in conflict with the Constitution, the Organisational Rules and the Policies of SSA at that time.
 - iv. Defaults in payment of any amounts due to SSA.
 - v. Is not providing Scout Programmes, training and progression in line with the material provided, or standards set, by SSA.

- b. In the event of a breach of any of the terms above, SSA will be required to notify the Group of the breach and provide a reasonable timeline for rectification of the breach and to achieve compliance, should there be no time period for remedy mentioned, the time period will be one calendar month from the date of notification). Should the Group fail to comply and rectify the breach, SSA will be entitled to, but not obliged to, terminate this Agreement.

10. Consequences of Termination

- a. In the event that this Agreement is terminated, the Group must, with immediate effect:
 - i. Cease use of the SSA, South African Scout Association and Boy Scouts of South Africa name and trademarks and must not thereafter hold itself out, or represent itself, as being part of SSA.
 - ii. Cease to use all SSA manuals, literature, promotional material, letterheads, invoices or any document which bears the brand name of or indicates any association with SSA.
 - iii. Provide SSA with a list and current contact details of all members of the Group.
 - iv. Provide all financial statements and accounts up to the point of termination and hand over all equipment, assets and funds to SSA for administration by Scout Foundation Trustees. In event of the Group not recommencing operation within 5 (five) years the Scout Foundation may dispose of or apply said assets to the good of the Movement as it sees fit.
 - v. Cease to make use of or disclose any confidential information relating to the system, membership, youth

programme or other proprietary information belonging to or originating from SSA.

- vi. Not operate or purport to operate as a Scout Group.
- vii. Not hold itself out to be associated with SSA in any manner.

11. Individuals' Indemnity

- a. The Individuals shall indemnify SSA against all any direct liabilities, costs, expenses, damages and losses (including but not limited to), , loss of reputation or goodwill, all interest, penalties and legal costs, and all other costs and expenses incurred by SSA arising out of or in connection with:
 - i. any breach, negligent performance or non-performance of this Agreement;
 - ii. the enforcement of this Agreement;
 - iii. any claim made against SSA by a third party (including but not limited to) for death, personal injury, or damage to the Premises, arising out of or in connection with the breach, negligent performance, or non-performance or failure or delay in the performance of this Agreement by the Individuals.

12. Representations

The Scout Group and the Individuals confirm that they have not relied on any representation or warranties from SSA beyond those expressly stated in this Agreement in entering into this Agreement.

13. Notice

- a. The Parties choose their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach

or termination may validly be served upon or delivered to the Parties.

b. For purposes of this Agreement the Parties' respective addresses are –

i. **The Group:** as per the cover page of this Agreement.

ii. **SSA:**

Physical Address:	Shops 37 & 38, Upper Ground Riverside Mall, Cnr Main and Belmont Road, Rondebosch Cape Town 7700
Telephone:	021 685-8420
Fax:	021 685-9050

c. Any notice given in terms of this Agreement must be in writing and will –

i. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

ii. if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;

iii. if transmitted by facsimile be deemed to have been received by the addressee on the day following the date of despatch, unless the contrary is proved.

iv. If transmitted by email, be deemed to have been received by the addressee on receipt of a read receipt from the addressee.

d. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually

received by one of the Parties from another including by way of facsimile or email transmission shall be adequate written notice or communication to such party.

14. No waiver

- a. No omission or delay on the part of either Party requiring due and punctual fulfilment by the other Party of an obligation of the other Party may be deemed to constitute a waiver by the omitting or delaying Party of any of its rights to require such due and punctual fulfilment of any other obligation, whether similar or not, or a waiver of any remedy it might have.

15. Limitation of damages

- a. Except as expressly provided in this Agreement, neither Party shall be liable for consequential, indirect or special losses or special damages of any kind arising out of, or in any way connected with the performance or failure to perform its obligations under this Agreement.

16. Dispute resolution

- a. In the event of a dispute arising between the Parties in respect of any matter contained in or relating to this Agreement, the Parties shall (at the request of either Party) meet in good faith in an attempt to resolve such dispute. The Parties will be represented by sufficiently senior representatives at such a meeting who are empowered to make a decision or to reach a settlement which is binding on the Parties. The Parties may agree to have such meeting facilitated by an independent chairperson.

17. Binding effect

- a. This Agreement is binding upon and inure to the benefit of the Parties and their respective successors and assignees.
- b. This Agreement, the Preamble and any attachments hereto, supersede all negotiations, commitments and writings prior to the Signature Date pertaining to the subject matter of this Agreement. This Agreement may not be changed or modified in any manner, except by mutual consent in writing signed by duly authorised representatives of the Parties.

18. Signature

Signed at _____ on _____ 2013

for **Group**

who warrants that he is
duly authorised hereto

Signed at _____ on _____ 2013

for **Scouts South Africa**

who warrants that he is duly
authorised hereto