

DATED: \_\_\_\_\_ 2013

(1) BRITISH SUB-AQUA CLUB

(2) BRITISH OCTOPUSH ASSOCIATION

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BRITISH SUB-AQUA CLUB  
AFFILIATION AGREEMENT

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**THIS AGREEMENT** is made on

2013

**BETWEEN:**

- (1) **BRITISH SUB-AQUA CLUB** (a company registered in England and Wales number 01417376) whose registered office is at Telfords Quay, South Pier Road, Ellesmere Port, Cheshire, United Kingdom, CH65 4FL ("**BSAC**"); and
- (2) **BRITISH OCTOPUSH ASSOCIATION** an unincorporated association of members whose main business address is at **[TO BE INSERTED]**("BOA")

(the BSAC and the BOA together being the "**parties**").

**WHEREAS:**

- (1) BSAC is the national governing body for diving, providing an internationally-recognised diver training and development programme via a network of clubs and centres across the country and overseas;
- (2) BOA is the controlling authority for the sport of Underwater Hockey, and exists to support its members in participation in Underwater Hockey and to promote the sport in the UK;
- (3) the BOA wishes to become affiliated to BSAC so that BSAC will provide it with certain services and grant it certain rights; and
- (4) BSAC has agreed to grant such affiliation subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meanings:

**"Applicable Laws"** means all applicable laws, statutes, regulations, policies, approvals, consents, directives, enactments and/or instruments (including those relating to: (i) the safeguarding and vetting and the protection of children and vulnerable persons; and (ii) the processing of personal data and privacy, including the Data Protection Act 1998 and, where applicable, guidance and codes of practice issued by the Information Commissioner) which may from time to time be in force and relevant to the parties and/or the rights and obligations hereunder;

**"Designation"** means the designation referred to in paragraph 1 of Schedule 2;

**"Intellectual Property Rights"** means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, performance rights, know-how and any other intellectual property rights which subsist in logos, badges, symbols, signs, names, images, footage, mascots, identifying music or sound, websites (including the "look and feel" of any websites), locators/

addresses identifying and/or providing access to any digital including social media, documents, guidelines and/or manuals;

**“Materials”** means any materials provided by BSAC to the BOA as part of the Services and/or BSAC’s granting and delivery of the Rights including relating to the BSAC policies referred to in clause 4.1.2 and Schedule 1;

**“Rights”** means the rights set out in Schedule 2;

**“Services”** means the services set out in Schedule 1;

**“Statutory Rate”** means the rate of interest on commercial debts as specified from time to time by statute;

**“Term”** means the period during which this Agreement is in full force and effect as set out in clause 10.

1.2 In this Agreement, unless specified otherwise:

1.2.1 reference to clauses and Schedules are to the clauses and schedules of this Agreement and references to paragraphs are references to paragraphs in the relevant Schedule;

1.2.2 the Schedules attached to this Agreement form an integral part of this Agreement;

1.2.3 unless the context otherwise requires, words importing the singular include the plural and vice versa, references to any gender include every gender and references to persons include an individual, company, corporation, firm, partnership, unincorporated association or body of persons;

1.2.4 the headings to clauses, Schedules and Paragraphs are inserted for convenience only, have no legal effect and shall not affect the interpretation of this Agreement;

1.2.5 references to “include” and “including” are to be construed without limitation; and

1.2.6 references to legislation include any statute, by-law, regulation, rule, subordinate or delegated legislation or order; and reference to any legislation is to such legislation as amended from time to time and to any legislation replacing it or made under it and in force at the date of this Agreement.

## **2. APPOINTMENT**

2.1. BSAC hereby appoints the BOA as an “affiliate member” of BSAC for the Term meaning that:

2.1.1. BSAC agrees to provide to the BOA the Services; and

2.1.2. BSAC agrees to grant to the BOA the Rights;

in both cases subject to the terms and conditions of this Agreement.

- 2.2. For the avoidance of doubt, the parties agree that nothing in this Agreement is intended to or shall constitute the BOA as a member of BSAC as referred to in the Articles of Association of BSAC.
- 2.3. All rights and opportunities not expressly granted to the BOA under this Agreement are hereby reserved by BSAC.

### **3. OBLIGATIONS OF BSAC**

- 3.1. BSAC agrees that it shall at all times during the Term of this Agreement provide the Services and use reasonable skill and care in the provision of the Services.
- 3.2. BSAC agrees that it shall not during the Term amend any of the policies referred to in clause 4.1.2 and Schedule 1 in such a manner as to impose additional obligations or liabilities specifically on the BOA, unless such additional obligations or liabilities are also imposed by BSAC on all other parties required to comply with those policies.
- 3.3. BSAC agrees that it shall not knowingly or negligently make any statement and/or perform any act in any manner (nor omit to do any act) which may harm, bring into disrepute, lessen or otherwise reflect adversely upon the integrity, reputation or goodwill of the BOA.

### **4. OBLIGATIONS OF THE BOA**

- 4.1. The BOA agrees that it shall at all times during the Term:
  - 4.1.1. fully co-operate with BSAC in all matters relating to the Services and provide all such assistance and information (including documents) as BSAC reasonably requests and considers necessary in order for it to provide the Services and to ensure that the BOA is performing all of its obligations as set out in this Agreement;
  - 4.1.2. adopt all of the BSAC policies (including, subject to clause 3.2, all amendments from time to time) referred to in Schedule 1 and shall inform BSAC when it has done so and provide BSAC with copies of the same. Notwithstanding the ongoing nature of this obligation, the BOA agrees that it shall first adopt such policies as soon as reasonably possible following execution of this Agreement;
  - 4.1.3. ensure that it complies in all respects with the BSAC policies referred to in clause 4.1.2 and Schedule 1 and shall, as soon as reasonably possible, inform BSAC when it has not done so;
  - 4.1.4. ensure that it has sufficient resources of personnel who shall all be suitably skilled, trained, experienced and qualified to discharge its obligations under this Agreement including those referred to in clause 4.1.3. In this regard, the BOA shall ensure that such personnel shall undertake such additional training as is reasonably required to enable the BOA to comply with such policies and/or the Applicable Laws relevant to such policies;
  - 4.1.5. without prejudice to clauses 4.1.2, 4.1.3 and 4.1.4 and clause 2.1 and paragraph 1 of Schedule 1, check (and be responsible for checking) all Criminal Records Bureau forms and deal (and be responsible for dealing) with all returned notification of offences. For the avoidance of doubt,

BSAC shall have no liability to the BOA or to any third party in relation to the same;

- 4.1.6. ensure that it conducts its own business in accordance with all Applicable Laws;
  - 4.1.7. conduct itself and its business to high professional standards and to the standards that BSAC can reasonably expect, as the UK National Governing Body for diving, of an entity to whom it is granting “affiliate” status and to whom it is agreeing to provide the Services and grant the Rights;
  - 4.1.8. ensure that it has its own constitution in accordance with best practice for a voluntary sporting organisation and use all reasonable endeavours to ensure that all provisions of its constitution are adhered to;
  - 4.1.9. inform BSAC in writing of any and all potential and actual actions, causes of action or claims which any third party may have against the BOA immediately upon the BOA being aware of the same and the BOA shall provide BSAC with all information which BSAC reasonably requires relating to the same. The BOA shall provide BSAC with an update in relation to such matters on a regular basis and when requested by BSAC. The BOA confirms that, at the date of the signing of this Agreement, there are no such actions, causes of actions or claims of which it is aware;
  - 4.1.10. without prejudice to clause 4.1.9 notify BSAC of any event which BSAC would reasonably consider material to this Agreement and/or the BOA’s business; and
  - 4.1.11. only use the Designation where approved in advance in writing by BSAC and in accordance with any reasonable directions of BSAC in respect of the same (including as to manner, form and context). Where the BOA wishes to use the Designation it agrees to provide the proposed use of the Designation to BSAC for approval, such approval not to be unreasonably withheld or delayed.
- 4.2. The BOA agrees that as at the date of this Agreement, and for a period of 6 years thereafter: (i) it shall maintain in full force with a reputable insurance company, at its own cost, a policy of insurance to cover its liability in respect of any act or default for which it may become liable to BSAC or any third party under the terms of this Agreement, as a reasonable and prudent party in the same or similar position to the BOA would normally put in place; (ii) it shall not make any changes to such insurance or otherwise act or omit to act in any manner that reduces or vitiates such insurance; (iii) it shall ensure that BSAC is nominated as an additional insured in respect of such insurance (but only during the Term); (iv) it shall not breach any of the terms of any policy or act in any other way which may vitiate, compromise or lead to a loss of cover under any policy; and (v) it shall furnish a copy of such insurance to BSAC upon signing of this Agreement. Further, the BOA confirms that, notwithstanding and without prejudice to the foregoing provisions of this clause 4.2, it has the following insurance cover in place as at the date of this Agreement and shall have at least such limits throughout the Term:
- 4.2.1. Public & Products Liability [BOA TO INSERT];
  - 4.2.2. Employers Liability [BOA TO INSERT]; and

4.2.3. Professional Indemnity [BOA TO INSERT];

in each case, such limits applying on an each and every individual claim basis.

- 4.3. The BOA agrees that it shall not knowingly or negligently make any statement and/or perform any act in any manner (nor omit to do any act) which may harm, bring into disrepute, lessen or otherwise reflect adversely upon the integrity, reputation or goodwill of BSAC.

**5. FINANCIAL PROVISIONS**

- 5.1. In consideration of the provision of the Services and the grant of the Rights by BSAC, the BOA agrees that it shall pay BSAC the monetary amount set out below, to be due and payable so that BSAC is in receipt of cleared funds in respect of such amounts on the relevant due dates as also set out below:

THREE pounds sterling per member, member numbers to be counted as reported in the Annual report for the BOA and payable on [the payment date].

- 5.2. The BOA's obligations under this clause 5 shall be performed with any rights of the BOA to invoke set-off, deductions, withholdings or other similar rights.
- 5.3. The sums referred to in this clause 5 are exclusive of VAT and other duties or taxes (if any) which shall also be payable by the BOA.
- 5.4. If there shall be any delay in the payment of any of the sums payable to BSAC under this Agreement for any reason:
- 5.4.1. BSAC shall be entitled to cease providing the Services and to suspend the Rights until full payment (together with any interest) has been made; and
- 5.4.2. the BOA shall pay interest thereon (both after and before judgment), such interest to be payable at the Statutory Rate from the relevant due date until (and including) the date the outstanding amount (together with any accrued interest) has been paid in full. The foregoing shall be without prejudice to BSAC's other rights with respect to late payment (including any rights to terminate this Agreement).

**6. REPRESENTATIONS AND WARRANTIES**

- 6.1. BSAC hereby represents and warrants that:
- 6.1.1. it has full authority to enter into this Agreement to provide the Services and to grant the BOA the Rights; and
- 6.1.2. the individual executing this Agreement on behalf of BSAC has all requisite corporate authority to act on behalf of BSAC and to make this Agreement the valid and binding obligation of BSAC.
- 6.2. The BOA hereby represents and warrants that:
- 6.2.1. it has full authority to enter into this Agreement and to perform its obligations hereunder; and

- 6.2.2. the individual executing this Agreement on behalf of the BOA has all requisite corporate authority to act on behalf of the BOA and to make this Agreement the valid and binding obligation of the BOA.

## **7. ANNUAL REVIEW**

- 7.1. The parties agree that they shall meet on an annual basis being not before the beginning of the twelfth month of the years during the Term to review the relationship pursuant to and the operation of this Agreement and the performance by each party of their respective obligations during the previous 12 months. The parties shall meet at a venue that they shall reasonably agree or, failing such agreement, as determined by BSAC. The parties shall each be responsible for their own costs and expenses which they incur in attending such meeting.
- 7.2. The meetings shall be minuted by BSAC and copies of those minutes shall be circulated for approval by both parties.

## **8. LIABILITY**

- 8.1. The BOA shall indemnify, defend and hold BSAC harmless, on demand, from and against any and all actions, causes of actions, claims, damages, liabilities, losses, costs and/or penalties in each case:
  - 8.1.1. of whatsoever nature or kind;
  - 8.1.2. whether or not the same arises during or after the Term; and
  - 8.1.3. which arise out of or in connection with any exercise of the Rights by the BOA other than in accordance with the terms of this Agreement and the performance by the BOA of its obligations pursuant to this Agreement (including any claim relating to clause 4.1.5 against, suffered by and/or incurred by BSAC).
- 8.2. BSAC's total aggregate liability to the BOA in respect of this Agreement shall not exceed the total amount paid and payable by the BOA to BSAC pursuant to clause 5 of this Agreement at the time of such liability arising.
- 8.3. Nothing in this Agreement excludes or limits the liability of either party for death or personal injury or excludes or limits the liability of either party to an extent greater than is permitted by Applicable Laws.
- 8.4. The BOA's total aggregate liability to BSAC in respect of this Agreement shall not exceed the relevant amount insured against in the insurance policy referred to in clause 4.2 save that in the absence of any such policy the BOA's total aggregate liability shall be unlimited.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. Any and all Intellectual Property Rights which vest in, derive from or are connected to BSAC, the provision of the Services and the granting and delivery of the Rights including the Designation and the Materials shall be the property of BSAC. BSAC acknowledges that any Intellectual Property Rights and/or goodwill owned by the BOA prior to the signature of this Agreement shall remain vested in the BOA. In the event that any Intellectual Property Rights are created during the Term pursuant to the operation of this Agreement: (i) by means of alterations or modifications to BSAC's pre-existing Intellectual Property Rights as a result of its use in connection



with this Agreement, then any such derivative Intellectual Property Rights shall be and remain the property of BSAC; and/or (ii) by means of alterations or modifications to the BOA's pre-existing Intellectual Property Rights as a result of its use in connection with this Agreement, then any such derivative Intellectual Property Rights shall be and remain the property of the BOA; and/or (iii) other than pursuant to parts (i) and/or (ii) of this clause 9.1, any newly created Intellectual Property Rights shall be jointly owned by BSAC and the BOA and the parties agree that every use of any such newly created Intellectual Property Rights by either party requires the prior written approval of the other party.

9.2. The BOA agrees that it shall:

9.2.1. only use the Materials for the purposes of acting as a controlling body for the sport of Underwater Hockey and in supporting its members in participation in Underwater Hockey provided such use is and in accordance with this Agreement;

9.2.2. keep the Materials together in one secure place separate from all other property of the BOA;

9.2.3. ensure that all Materials are marked as being the property of BSAC and shall not make any copies of the same; and

9.2.4. upon the expiry or termination of this Agreement or when otherwise reasonably requested by BSAC deliver up all of the Materials in its possession to BSAC and confirm that it has done the same and also confirm that it does not have and has not retained any copies of the same, electronic or otherwise.

9.3. The BOA hereby grants to BSAC a royalty free, world-wide, non-exclusive licence to use the Intellectual Property Rights owned and/or controlled by the BOA including the creative referred to in paragraphs 5 and 6 of Schedule 2 as required by BSAC for BSAC to provide the Services and to grant and deliver the Rights.

## **10. TERM AND TERMINATION**

10.1. The term of this Agreement shall commence on the date of signature hereof and shall (subject to earlier termination in accordance with this clause 10) continue for a period of 12 months from the date of signature. Thereafter, this Agreement shall continue to run for continuous 12 month periods. The term is subject to either party giving the other notice of termination of this Agreement not less than 3 calendar months before the end of any 12 month period. For the avoidance of doubt, notice may be given in the first year of this Agreement.

10.2. Either party may terminate this Agreement at any time by notice in writing to the other if:

10.2.1. subject in the case of termination by BSAC pursuant to clause 10.3, if the other party is in material breach of this Agreement, provided however that if the breach is capable of remedy and is remedied within 14 days of receipt of notice, this Agreement shall continue in full force and effect without prejudice to the rights of either party hereunder; or

10.2.2. the other party is unable to pay its debts as they fall due or enters into compulsory or voluntary liquidation or compounds or convenes a meeting

of its creditors or has a receiver or manager or administrator appointed over its assets or ceases or threatens to cease to carry on business or takes or suffers any similar action which in the reasonable opinion of the other means that the same may be unable to pay its debts; or

- 10.2.3. either party believes in its absolute discretion that any dispute that has arisen out of or which relates to this Agreement has not been resolved following the parties having used their best efforts to settle such dispute in accordance with clause 15.1;
  - 10.2.4. the parties agree in writing to terminate the Agreement; or
  - 10.2.5. it is pursuant to clause 10.1.
- 10.3. BSAC may terminate this Agreement at any time by notice in writing to the BOA if:
- 10.3.1. the BOA has not paid any of the sums referred to in clause 5 in accordance with such clause 5; or
  - 10.3.2. the BOA is in breach of clauses 4.1.2, 4.1.3, 4.1.5, 4.1.6, 4.1.9, 4.1.11, 4.2 and 4.3; or
  - 10.3.3. the BOA enters into any Agreement which BSAC reasonably believes would be contrary to the commercial or other interests of BSAC; or
  - 10.3.4. the BOA ceases, or threatens to cease to carry on business.

## **11. CONSEQUENCES OF EXPIRY AND TERMINATION**

- 11.1. Upon the expiry or early termination of this Agreement:
- 11.1.1. all rights and opportunities granted by BSAC to the BOA including the Rights under and pursuant to this Agreement shall automatically revert to BSAC. Thereafter, the BOA shall not exercise (or purport to exercise) any of the Rights or any other right or opportunity granted under this Agreement. Without prejudice to the generality herein, the BOA shall cease to have any rights to use the Designation;
  - 11.1.2. the BOA must comply with its obligations pursuant to clause 9.2.4;
  - 11.1.3. if the BOA has any materials which include any Intellectual Property Rights of BSAC including pursuant to clause 9.1, the BOA shall, in accordance with BSAC's instructions and within five days of such expiry or earlier termination either:
    - (a) destroy or procure destruction of the same or return the same to BSAC without charge to BSAC. If such materials are to be destroyed, the BOA shall provide BSAC with a certificate evidencing and confirming such destruction signed by an Officer of the BOA or by an independent third party as BSAC may require;
    - (b) save for historical references to the relationship which existed between them, the parties shall not make or allow to be made any representation which gives the impression that there is any relationship between them; and

- (c) all outstanding sums payable by the BOA to BSAC relating to the period up to the date of expiry and/or earlier termination shall become immediately due and payable.

11.2. Expiry or termination of this Agreement shall not release the parties from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue to either party in respect of any act or omission prior to such expiry or termination and shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

## **12. FORCE MAJEURE**

12.1. A party shall not be in breach of this Agreement if performance of any of its obligations (other than an obligation to make any payment) under this Agreement is prevented (in full or in part) or delayed for any reason beyond that party's control (including any fire, act of Government or state, act of third party, war, civil commotion, insurrection, act of terrorism, embargo or adverse weather conditions, in each case only the extent that such is beyond the control of that party), provided that the relevant affected party shall: (i) promptly upon the occurrence of any such cause or event inform the other party in writing, stating that such cause has delayed or prevented its performance; and (ii) take all reasonable steps to comply with the terms of this Agreement as fully and promptly as possible.

## **13. CONFIDENTIALITY**

13.1. Each party undertakes to the other that:

13.1.1. it shall treat as confidential: (i) the contents (including the financial details) of this Agreement; and (ii) all information relating to any manner to the business and/or affairs of the other party which may be communicated to it under or in connection with this Agreement which in the case of the BOA shall include the Materials provide to it pursuant to this Agreement;

13.1.2. it shall not use any of the information referred to in clause 13.1.1 except to the extent required to implement this Agreement and, in the case of BSAC, to perform the Services; and

13.1.3. it shall not disclose any of the information referred to in clause 13.1.1 to any person, except to the extent required to implement this Agreement and, in the case of BSAC, to perform the Services, or as agreed by the other party in writing.

13.2. Without prejudice to the generality of clause 13.1, neither party shall make any announcement and/or press release in connection with this Agreement at any time during or after the Term (including any announcement and/or press release with respect to the commencement, expiry and/or termination of this Agreement) except with the prior written agreement of the other (such agreement not to be unreasonably withheld or delayed).

13.3. The provisions of clause 13.1 shall not apply to any information which:

13.3.1. is in the public domain other than by default of the recipient party;

- 13.3.2. is obtained by the recipient party from a bona fide third party having no restraint on its free right of disposal of such information;
  - 13.3.3. is or has already been independently generated by the recipient party; or
  - 13.3.4. is required to be disclosed by an Applicable Law.
- 13.4. Without prejudice to the generality of clause 11.2, the obligations set out in this clause 13 shall continue without limit in time after the expiry or earlier termination of this Agreement.

**14. NOTICES**

- 14.1. All notices to be given under this Agreement shall be in writing in English and sent (i) by recorded delivery mail or courier to the address(es) set out below; or (ii) by facsimile to the number set out below; or (iii) by email to the address(es) set out below, in any case marked for the attention of the addressee(s) set out below (or to such other address(es) and/or addressee(s) as the party concerned shall from time to time designate by notice pursuant thereto).

If to BSAC:                    The Chairman  
 Address:                        Telfords Quay, South Pier Road, Ellesmere Port, Cheshire,  
    United Kingdom, CH65 4FL

Facsimile number:    [ ]

For the attention of:    The Chairman

By email:                     [ ]

Copied to:                    The Chief Executive

Address:                      [ ]

Facsimile number:    [ ]

For the attention of:    The Chief Executive

By email:                     [ ]

If to the BOA: [details to be inserted]

Address:                      [ ]

Facsimile number:    [ ]

For the attention of:    [ ]

By email:                     [ ]

Copied to:                    [details to be inserted]

Address:                      [ ]

Facsimile number:

For the attention of:

By email:

14.2. Any such notice shall be deemed to be duly given as follows:

14.2.1. if delivered by hand, at the time of delivery;

14.2.2. if sent by special delivery post, on the second day after posting;

14.2.3. if sent by facsimile, on the day of transmission provided that the party giving the notice can provide a facsimile confirmation sheet or document providing the date and time of the transmission; or

14.2.4. if sent by email, on the day of sending provided that the sender did not receive any notice of non-delivery.

## **15. DISPUTE RESOLUTION**

15.1. The parties agree that they shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or which relates to this Agreement or any breach thereof.

## **16. GENERAL**

16.1. The failure to exercise or a delay in exercising a right or remedy provided by this Agreement or by any Applicable Law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any term of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. No waiver shall be effective unless specifically made in writing and signed by a duly authorised officer of the party granting such waiver. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by any Applicable Laws.

16.2. If any provision of this Agreement shall be held to be illegal or unenforceable, in whole or part, the parties will agree in good faith an amendment to that provision to make it valid and legal reflecting as much as possible their original intent. The validity and enforceability of the rest of this Agreement shall be unaffected.

16.3. The parties agree that nothing in this Agreement is intended to or shall constitute a partnership, joint venture or similar relationship between the parties and either party shall have the power of obligate or bind the other in any manner whatsoever. The parties are in all respect independent contractors.

16.4. Neither party shall assign, sub-contract, sub-licence or transfer any of its rights or obligations under this Agreement except with the prior written agreement of the other, such agreement not be unreasonably withheld or delayed.

16.5. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

- 16.6. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, undertakings, representations, warranties and/or arrangements of any nature whatsoever (whether or not in writing) relating thereto. Any amendment to this Agreement must be in writing and signed by both parties.
- 16.7. This Agreement may be executed in one or more counterparts which taken together shall constitute one and the same Agreement. Each party may enter into this Agreement by executing such a counterpart.
- 16.8. The construction, validity and performance of this Agreement is governed by English law and the parties accept the exclusive jurisdiction of the English courts.

## SCHEDULE 1

### The Services

BSAC shall provide the following services:

1. it shall provide copies of all of those BSAC policies in relation to:
  - a. safeguarding; (it is agreed that BOA can continue to use their own safeguarding policy until such time as the BSAC policy is reviewed in 2013)
  - b. CRB checking;
  - c. equality; and
  - d. any other area reasonably required by BSAC.
2. it shall complete and submit Clubmark applications for the BOA to be capped at a maximum of two per annum; any additional applications to be priced by BSAC and paid for by BOA on an individual basis;
3. to liaise with Sport England, Sport Wales and Sport Scotland (or their replacements or successors) on behalf of the BOA in those circumstances reasonably determined by BSAC; and
4. to liaise with other national governing bodies within sport on behalf of the BOA in those circumstances reasonably determined by the BSAC.

## SCHEDULE 2

### The Rights

BSAC shall grant to the BOA the following rights free of charge and at no cost to the BOA:

1. when referring to itself by its own name, to use the words "an affiliate of BSAC" subject to clause 4.1.11;
2. to receive 4 tickets to dive shows that BSAC attends in the United Kingdom;\*
3. to receive 4 tickets to the Annual BSAC Conference;\*
4. to be invited to attend the annual meeting of BSAC and other diving organisations;\*

\*For the avoidance of doubt, all costs and expenses incurred by the BOA in attending any of the same shall be costs and expenses to be met by the BOA.

5. promotion of the BOA and Underwater Hockey generally in the BSAC monthly magazine, the manner and form of such promotion to be approved by BSAC (up to a maximum of two promotions per annum);\*\*
6. promotion of the BOA on BSAC's Facebook page (the manner and form of such promotion to be determined by BSAC).\*\*

\*\*The BOA shall be responsible for the production of the relevant creative and for its delivery to BSAC (or any third party nominated by BSAC) in the format and in accordance with the timeframes required by BSAC and the BOA shall be responsible for all costs of the same).



**IN WITNESS** whereof this Agreement has been signed by the duly authorised representatives of the parties the day and year first before written

Signed for an on behalf of

**BRITISH SUB-AQUA CLUB**

By the following duly authorised signatory

.....  
Signature

.....  
Name

.....  
Position

Signed for an on behalf of

**[BOA]**

By the following duly authorised signatory

.....  
Signature

.....  
Name

.....  
Position