

Agreement

This Agreement is made on, and runs from 1 November 2020 for 12 months

Between:

World Land Trust (WLT) whose registered office is at Blyth House Bridge Street, Halesworth, Suffolk, IP19 8AB (hereinafter referred to as "WLT")

WLT (registered charity 1001291, company registration number 2552942) is a charity involved in funding conservation projects in various countries.

And

Wellington Site Security Limited whose registered office is at Flat 2, The Stable Sandon Hall, Sandon, Stafford, ST18 0BY (herein referred to as 'Wellington Site Security')

Wellington Site Security (company registration number 12796929) is a company who is making donations to WLT.

Background

Wellington Site Security is a new company which specializes in providing electronic security services to the construction industry to clients nationwide. Director Oliver Cox has many years' experience in the industry and wishes to support conservation through the business. For every contract they win, Wellington Site Security will measure and fund the protection of the same area of the site through Buy an Acre.

WLT is pleased to be working with Wellington Site Security who is demonstrating that it shares the values of WLT.

This agreement has been entered into in order to regulate the relationship between the parties.

It is agreed:

1. Definitions

WLT logos means the logos, copies of which are reproduced in Schedule 1.

Confidential Information means any commercial, technical, scientific, financial and other information whether written, oral, recorded, electronic, visual or otherwise of any party whether disclosed or supplied by any party or their officers, employees, agents, representatives or advisers to any other party from first contact and whether or not marked as confidential.

2. This agreement commences on 1 November 2020 and runs for 12 months, when it will either be terminated in accordance with Clause 13 below, or extended beyond this date by mutual agreement, with or without change.

3. Wellington Site Security is pledging a minimum donation of £750 for the 12 months of this agreement. Donations to Buy an Acre will be derived through every contract won to fund the protection of the same area of threatened habitat as their clients' site.

4. Wellington Site Security will send a statement of sales to WLT identifying the donation amount payable on a biannual basis as follows:

- Sales up to 30 April 2021

- Sales up to 31 October 2021 (plus any amount needed to bring the annual donation to £750)

WLT will then invoice and Wellington Site Security will make payment within 14 days of receipt of invoice to WLT's bank account as detailed on the invoice.

5. WLT will use the donations to fund the purchase and protection of critically threatened land through WLT's Buy an Acre programme, working with WLT's overseas conservation partners.

Currently WLT's Buy an Acre projects are where land can be purchased for an average of £100 an acre. Wellington Site Security understands that land prices worldwide are rising and increasingly it is difficult to purchase land at this price, therefore in the future it may cost more to save an acre. WLT will aim to give Wellington Site Security three months' notice of any changes to WLT's Buy an Acre programme.

6. WLT will acknowledge donations by email and will provide either PDF or hard copy certificates as specified by Wellington Site Security to confirm support.

7. WLT will provide on request images, photographs and other information on this and other WLT projects if requested. Copyright will remain with WLT and photo credits must be given. Any text and/or promotion mentioning WLT's name must be checked and signed off by WLT before printing/going live/promoting.

8. To keep Wellington Site Security updated with WLT's conservation projects and news, WLT's monthly eBulletin will be sent to Wellington Site Security and *WLT News*, published 4 times per year, will be posted.

9. Once the agreement has been signed and level of donation known, WLT may be able to list Wellington Site Security as a sponsor on the WLT website and in other literature as discussed with them and in accordance with WLT's communications policy.

10. If a corporate page is appropriate, WLT will place a link from its website to the Wellington Site Security website and requests reciprocal links and encourages social networking opportunities.

11. WLT Trading grants to Wellington Site Security a non-exclusive license to use the WLT logo for the term and conditions of this agreement and the terms and conditions of the use of the logo. As the logo will be used for marketing purposes, an annual license fee of £100 + VAT is chargeable and will be invoiced upon signature of the agreement. This is an HMRC requirement and will be invoiced from World Land Trust Trading Ltd; it does not form part of the donation.

12. Wellington Site Security undertakes with WLT that it will:

12.1 Maintain the good name of WLT and refrain from any act that brings WLT into disrepute, ensuring that its activities are consistent with the ethos of WLT and with the aim of maintaining good relations with WLT, its supporters and its conservation partners.

12.2 Inform WLT of any intention to collaborate with other conservation charities.

12.3 Obtain prior written permission from WLT for any published material, web pages or published marketing materials referring to WLT, whether or not such material uses the WLT logo. This also applies in reverse where WLT would like to use any Wellington Site Security digital or printed assets. Social media and internet communications, including but not limited to Facebook, Twitter, Instagram, may avoid pre-declaration to WLT as long as the message sent by Wellington Site Security fulfils duties explained in 12.1.

12.4 Not mention any Employee, Trustee, Council Member or Patron of WLT by name, without prior consent, and will not use any of their photographs without prior consent.

12.5 Not hold itself out or allow itself to be held out as a representative, spokesperson or agent of WLT.

12.6 Ensure best practices and recognised good commercial and environmental standards.

12.7 Make payment to the account specified on WLT's invoice within 14 days of receipt of invoice.

12.8 Include WLT's name, website and charity number on any documents, websites or other material soliciting funds through Wellington Site Security. In particular, the amount to be given to WLT must be specified and must not exaggerate the benefits to the charity.

13. Termination

13.1 WLT and or Wellington Site Security may terminate this agreement at any time by giving at least 14 days' notice to the other.

13.2 WLT and Wellington Site Security may terminate this agreement immediately on notice to the other if:

13.2.1 A receiver is appointed over all or part of the other party's business or a resolution is passed for the other party's liquidation.

13.2.2 Wellington Site Security, or any of its subsidiaries or holding company does anything which brings WLT, or WLT Trading into disrepute.

Immediately following termination Wellington Site Security shall cease to distribute, advertise or market any products or services referring to WLT or displaying the WLT logos and all references to WLT and its logos shall be removed from all associated websites and other media within 14 days. All outstanding donations will immediately be paid to WLT.

14. None of the parties shall at any time after the date of this agreement divulge or communicate to any person, company or other organisation or use for its own purposes or cause any unauthorised disclosure of any Confidential Information relating to any other party, provided that these restrictions shall cease to apply to any such information available to the public generally otherwise than through a breach of a duty of confidentiality owed to the other party. The parties shall not be restricted from disclosing Confidential Information pursuant to a Court Order or to their professional advisers.

15. Variations of this agreement shall only be valid if made in writing and signed by an authorized signatory for each of the parties.

16. This agreement does not constitute or imply any partnership, joint venture, agency or fiduciary relationship between Wellington Site Security and WLT.

17. The parties shall not be liable for breaches of this agreement that are beyond their reasonable control.

18. None of the parties shall assign or otherwise transfer its rights and or obligations under this agreement without the other parties' prior written consent.

19. All notices that are required to be given shall be in writing and delivered personally or sent by recorded delivery to the above address of the relevant party or such other address as is notified from time to time.

20. No term of this agreement shall be enforceable by anyone who is not a party to it.

21. If any dispute arises out of this agreement, the dispute shall be referred to the representatives of the parties named below who will attempt to resolve it. If they are unable to do so within 21 days from the date of referral, the parties may refer the dispute to mediation or an alternative form of dispute resolution. Nothing in this clause shall prevent a party from commencing or continuing court proceedings at any time.

Schedule 1

If it is agreed that the logo/logos may be used, then these are the only acceptable usage as indicated below



(please insert Wellington Site Security logo)

Contacts

Wellington Site Security Limited
Oliver Cox, MD
Unit 2, The Stables, Sandon Hall, Sandon
Staffordshire, ST18 0BY

World Land Trust
Tracey Butler, Corporate Communications Manager
Blyth House, Bridge Street
Halesworth, Suffolk IP19 8AB

Tel: 03333 580 351
email: olivercox@wellingtongroup.co.uk
Web: www.wellingtongroup.co.uk

Tel: 01986 874 422
email: tracey.butler@worldlandtrust.org
Web: www.worldlandtrust.org

Authorisation

Signed by:

Signed by:

Oliver Cox
on behalf of Wellington Site Security Limited

Dr Jonathan Barnard, CEO
on behalf of World Land Trust

Date: 16/10/2020

Date: 16/10/2020