

# **AFFILIATION AGREEMENT**

**BETWEEN**

**ASSOCIATION FOR PASTORAL CARE IN MENTAL HEALTH (“APCMH”)**

**AND**

**(“THE GROUP”)**

## **1. AFFILIATION**

- a) By applying for affiliation, the Group affirms its support of the core values and objectives of APCMH.
- b) While it remains affiliated to APCMH, the Group is entitled to the benefits and subject to the obligations of affiliation.

## **2. AUTONOMY**

It is agreed and confirmed that the Group is an independent and autonomous body for which APCMH is not responsible. It is the responsibility of the Group to ensure that it has its own constitution and, if appropriate, its own charitable registration. It should maintain its own bank account and insurance and prepare any necessary accounts of its own.

## **3. BENEFITS OF AFFILIATION**

- a) The Group will receive copies of each APCMH national newsletter published during the period of affiliation.
- b) The Group will be entitled to refer to itself as being “affiliated to APCMH”.
- c) With the prior agreement of APCMH (which will not be unreasonably withheld provided no other group is already using a similar title) the Group may use “APCMH” at the end of its title and/or use the APCMH logo.
- d) The Group can expect support and guidance from APCMH as resources permit but will remain fully responsible for its own management and activities.

## **4. OBLIGATIONS OF AFFILIATION**

- a) The Group will not pledge the credit of APCMH or do anything that might render APCMH liable for its debts.
- b) Any literature produced by the Group referring to APCMH must make it clear that it is a separate body/entity from APCMH.
- c) The Group will use its best endeavours not to do anything which is likely to act to the detriment of APCMH.
- d) The Group must notify APCMH as soon as reasonably practicable of any event or incident which might affect adversely the work or reputation of APCMH.
- e) The Group will submit a report of its activities to APCMH annually.

## **5. ANNUAL FEE**

The group will pay in advance an annual fee of £25 or such other fee as may be determined from time to time.

## **6. COMPLAINTS**

- a) The Group should be make it clear to any complainant that the Group, and not APCMH, is responsible for dealing with any complaint or grievance concerning the Group or its activities.
- b) Any complainant may write direct to APCMH to inform them of any grievance or complaint that they have. The Group should inform the complainant of this right and of APCMH's address. However APCMH will not make any adjudication between the Group and the aggrieved person. This remains a matter for the Group to deal with.

## **7. TERMINATION**

This agreement may be terminated in any of the following circumstances:

- a) By APCMH if, after all reasonable efforts to resolve any differences there might be between APCMH and the group have failed, it determines that the Group has acted in a manner inconsistent with affiliation and should no longer be affiliated;
- b) By APCMH if the Group fails to pay its annual fee within 28 days of its due date.
- c) By APCMH by written notice at least 3 months before the date of annual renewal and effective on that date.
- d) By the Group at any time.
- e) Automatically if either APCMH or the Group cease to exist or to carry on their activities.

## **8. NOTICES**

Notices and letters will be deemed to have been properly sent and delivered if sent to the last known address of APCMH and the Group respectively. It is the obligation of the respective parties to notify the other party of any change in contact address.

**SIGNED**

**ON BEHALF OF APCMH**

**ON BEHALF OF THE GROUP**

**DATED THIS            DAY OF**

**20**