

ECF Membership Agreement

THIS AGREEMENT is made the _____ day of _____ 2012

BETWEEN

(1) ENGLISH CHESS FEDERATION whose registered office is at The Watch Oak, Chain Lane, Battle, East Sussex TN33 0YD ("ECF")

(2) ("MO")

Acting by its (Officer) Mr/Mrs/Ms

Of (address)

.....

WHEREAS

(1) The Direct Members Bye Laws of ECF authorise ECF to enter into Membership Agreements with Constituent Units, Counties and Leagues.

(2) The purpose of such Membership Agreements is to make ECF Membership available to members of MO in consideration of MO using its best endeavours to ensure all its members, members of clubs in membership to it and all participants in its competitions become ECF Direct Members.

(3) ECF and MO have agreed to enter into this Agreement on the terms hereinafter stipulated.

NOW IT IS HEREBY AGREED as follows:

1. In this Agreement the expressions defined in the Articles of Association, the Direct Member Bye Laws and the Game Fee Bye Laws shall have the meanings therein ascribed to them.

2. This Agreement shall commence on the date hereof and shall continue until terminated by either party by written notice to the other party given on or before 1st March in any year and if such notice is given this Agreement shall continue in effect until 31st August following the giving of the notice.

3. MO shall use its best endeavours to ensure that all its members, members of clubs in membership to it and all participants in its competitions shall become ECF Direct Members.

4. ECF will waive Game Fee for games played by ECF Direct Members in accordance with their respective level of membership as set out in the table in the Schedule hereto.

5. The benefits and current membership fees for the categories of Direct Membership of ECF are as set out in the Schedule hereto as at 1st September 2012 and thereafter as stipulated in accordance with the Direct Member Bye Laws from time to time.

6. MO as agent for ECF shall collect and account for the membership fees for ECF Direct Members by 31st October in every year at the rates current at the time of payment and shall submit to ECF by such date details of such members in an electronic format compatible with ECF office systems as stipulated from time to time by ECF. MO shall be

entitled to deduct a £1 discount on each membership for prompt payments made by such date for the year commencing on the preceding 1st September. Details of new members after 31st October shall be forwarded to ECF on a weekly basis so that the relevant information can be forwarded to Congress Organisers. Membership fees for such new members shall be accounted for at the end of each following quarter but shall not be eligible for discount.

7. MO may delegate to clubs affiliated to it the right to collect and account for the membership fees for ECF Direct Members in respect of that club's members by 31st October in every year at the rates current at the time of payment and to submit to ECF by such date details of such members in an electronic format compatible with ECF office systems as stipulated from time to time by ECF. The clubs shall be entitled to deduct a £1 discount on each membership for prompt payments made by such date for the year commencing on the preceding 1st September. Details of new club members after 31st October shall be forwarded to ECF on a weekly basis so that the relevant information can be forwarded to Congress Organisers. Membership fees for such new members shall be accounted for at the end of each following quarter but shall not be eligible for discount.

8. ECF will allocate the membership numbers and advise the Direct Members of them where it has the requisite information to do so and in the absence thereof shall notify the MO.

9. MO shall maintain proper accounting records which identifying the monies collected by MO and where applicable by its clubs as agent for ECF which shall be open to inspection by ECF on reasonable notice.

10. MO shall register any graded events which it proposes to organise in accordance with the Game Fee Bye Laws

11. MO shall be entitled to submit for grading the results of ECF Members in non registered events.

12. MO shall submit the results of any registered graded events and non registered events in an electronic format and by deadlines both as stipulated from time to time by the Director responsible for Grading.

13. MO shall account for Game Fee for non members within 30 days of receipt of an invoice from ECF following the submission of the results of its registered graded results.

14. The calculation of votes for MO at General Meetings of ECF pursuant to Article 31 of the Articles of Association shall include the relevant payments for Game Fee received from MO and its clubs pursuant to clause 7 hereof and the deemed payments of Game Fee waived for games played by ECF Direct Members in the graded events registered by MO pursuant to clause 11 hereof as well as any payments assigned to MO by clubs or other non-member organisations.

15. ECF shall keep the information referred to in clauses 6 and 7 in secure conditions in accordance with its obligations under its Data Protection Registration and shall only use such information for the purpose of communicating with and providing services to its Members and for such other purposes to which such Members shall expressly consent.

16. MO shall act as agent for ECF in collecting and forwarding to ECF the information referred to in clauses 6 and 7 and shall keep the same or procure that the same is kept in secure conditions and shall not use the same for any purpose whatsoever except for publication of limited information identifying the names and ECF membership numbers of members of the MO.

17. Notices served hereunder shall in the case of ECF be delivered to its registered office addressed to the Chief Executive and in the case of MO shall be addressed to the address set out above or any other address notified to ECF for such purpose.

AS WITNESS whereof the hands of duly authorised representatives of the parties the day and year first before written

THE SCHEDULE

The category of Direct Members entitled to join ECF with effect from 1st September 2012

“Bronze Concessionary Members” means Bronze Concessionary Members who become Direct Members of ECF pursuant to Article 5(14) on or after 1st September 2012 who fulfil the following criteria namely who are aged under 18 years at the previous September 1st of the date of admission to membership or the annual renewal thereof.

“Bronze Members” means Bronze Members who become Direct Members of ECF pursuant to Article 5(14) on or after 1st September 2012.

“Existing Life Members” means Life Members of the British Chess Federation who become Direct Members of ECF pursuant to Article 6(1)

“Gold Concessionary Members” means Gold Concessionary Members who become Direct Members of ECF pursuant to Article 5(14) on or after 1st September 2012 who fulfil the following criteria namely who are aged under 18 years at the previous September 1st of the date of admission to membership or the annual renewal thereof.

“Gold Members” means Gold Members who become Direct Members of ECF pursuant to Article 5(14) on or after 1st September 2012.

“Honorary Life Members” means the Honorary Life Members of the British Chess Federation who become Direct Members of ECF pursuant to Article 6(1) or who are appointed by the Council.

“Honorary Life Vice-Presidents” means the Honorary Life Vice-Presidents of the British Chess Federation who become Direct Members of ECF pursuant to Article 6(1) or who are appointed by the Council.

“Platinum Members” means Platinum Members who become Direct Members of the ECF pursuant to Article 5(14) on or after 1st September 2012.

“Silver Concessionary Members” means Silver Concessionary Members who become Direct Members of ECF pursuant to Article 5(14) on or after 1st September 2012 who fulfil the following criteria namely who are aged under 18 years at the previous September 1st of the date of admission to membership or the annual renewal thereof.

“Silver Members” means Silver Members who become Direct Members of the Company pursuant to Article 5(14) on or after 1st September 2012.

The current membership fees are as follows:

Honorary Life Vice Presidents, Honorary Life Members and Existing Life Members pay no fee and are entitled to the same rights as Platinum Members

Bronze Members pay a fee of £ 13 for 2012/13

Bronze Concessionary Members pay a fee of £ 9 for 2012/13

Silver Members pay a fee of £ 19 for 2012/13

Silver Concessionary Members pay a fee of £ 13 for 2012/13

Gold Members pay a fee of £ 28 for 2012/13

Gold Concessionary Members pay a fee of £ 22 for 2012/13

Platinum Members pay a fee of £ 60 for 2012/13

All Membership Fees shall cover the period from 1st September until 31st August in the following year (subject to the discretion of the Direct Membership Officer to extend the period of membership for a new member who has joined so as to play in the British Championship to cover that event and the period thereafter to 31st August in the following year) and any Direct Member whose existing membership expires after 31st August 2012 and whose category of membership is closed as from that date shall be entitled to a reduction in his or her new equivalent membership category from the date of such expiry until the following 31st August in accordance with guidance published by the Board on the ECF Website.

Membership Benefits

Benefit		Bronze	Silver	Gold	Platinum
Participation in graded competitions	Club events	✓	✓	✓	✓
	Leagues	✓	✓	✓	✓
	County events	✓	✓	✓	✓
	Congresses (excl. FIDE-rated)		✓	✓	✓
	FIDE-rated events			✓	✓
Eligibility for inclusion in the ECF Grand Prix			✓	✓	✓
Cost of annual FIDE rating registration fee (€1) included with membership				✓	✓
Cost of per-event FIDE rating fee (£1.50) for Swiss system events and leagues (i.e. excluding all-play-all events) included with membership				✓	✓
ECF Yearbook		<i>Available at a discounted price</i>			✓
15-month ECF Diary		<i>Available at a discounted price</i>			✓

In addition Bronze Concessionary Members, Silver Concessionary Members and Gold Concessionary Members will be offered a free Certificate of Merit Credit.

Signed by
on behalf of ECF

Signed by
on behalf of MO