

AGREEMENT

Concerning Messy Church NEW ZEALAND

This Agreement is dated the xxth day of xxxx 20xx.

BETWEEN

The Bible Reading Fellowship (a registered charity (number 233280) and company limited by guarantee (number 301324) based in the United Kingdom)

15 The Chambers
Vineyard
Abingdon
OX14 3FE
UK

(referred to as 'BRF' in this agreement, and including BRF's administrators and assigns or successors in business)

AND

All Age Connect Aotearoa, a New Zealand non-profit corporation

(referred to as 'the Organisation' in this agreement, and including the Organisation's administrators and assigns or successors in business)

Preamble

- Messy Church reaches families and others, many of whom have never set foot in a church before, by offering an experience of church that is suited to their needs
- Messy Church is a core and growing programme of BRF
- Messy Churches are found throughout the UK and across the world
- The MESSY CHURCH name and logo are trademarks of BRF (referred to as 'the Trade Marks in this agreement)
- BRF has registered the MESSY CHURCH name and logo as trademarks in New Zealand under the numbers 1072470 (logo); and 1071385 (name).

1. Purpose

1.1. Under this agreement the Organisation proposes to:

- 1.1.1. take responsibility for Messy Church within the Territory as defined in clause 2.1;
- 1.1.2. become the home of Messy Church NEW ZEALAND;
- 1.1.3. resource the further growth and development of Messy Church throughout the Territory;
- 1.1.4. use the Trade Marks in relation to Messy Church in accordance with the agreed terms of Appendix 1.

2. Territory

2.1. This agreement and its provisions are limited to the activities of Messy Church within Aotearoa New Zealand (referred to as 'the Territory' in this agreement).

3. The Organisation's undertaking

3.1. The Organisation agrees to:

- 3.1.1. ensure that the principles and values of Messy Church (see Appendix 1) are championed and advocated within the Territory. In the event that BRF adapts or develops further these principles and values, BRF will consult with the Organisation in relation to how this might affect Messy Church within the Territory;
- 3.1.2. remain firmly linked to the global Messy Church movement, feedback to BRF the stories of Messy Churches within the Territory, and contribute to the wider thinking and development by BRF of Messy Church to assist in further development of this global movement;
- 3.1.3. promote, encourage and support the development of Messy Church within the Territory;
- 3.1.4. support, encourage, resource and inspire Messy Church leaders within the Territory;
- 3.1.5. encourage the local and national contextualisation of the shape and delivery of Messy Church within the Territory;
- 3.1.6. develop and resource a network of Messy Church regional coordinators within the Territory, or such other organisational structure as seems most appropriate and pursuant to guidance supplied by BRF, to provide the support in points 3.1.3 - 3.1.5 above;
- 3.1.7. use BRF's official Messy Church branding and the Trade Marks, to comply with the requirements set out at messychurch.org.uk/using-our-name-and-logo, and to make the same requirements clear to any other party within the Territory wishing to use the Trade Marks (see Appendix 2);
- 3.1.8. encourage all Messy Churches within the Territory to register on the international directory on BRF's Messy Church website;
- 3.1.9. consult with BRF and obtain approval regarding changes to BRF's published Messy Church books or resources to adapt or contextualise them for the audience within the Territory (see 4.1.3);
- 3.1.10. consult BRF and obtain approval regarding the development of Messy Church resources intended for sale within the Territory (see 4.1.4)
- 3.1.11. consult BRF and obtain approval regarding the development of promotional and publicity resources for Messy Church NEW ZEALAND (see 4.1.5);
- 3.1.12. offer BRF first option, subject to agreement on terms and timing, on any Messy Church resources developed by the Organisation that could potentially be published for an international audience; in this event BRF will draw up a separate book contract with the Organisation and the author of the resource;
- 3.1.13. ensure that the content of a Messy Church NEW ZEALAND website, if such website exists, is up to date and that the relationship of Messy Church NEW ZEALAND to the Messy Church Network (based in the UK) and BRF is made clear as per the Messy Church brand guidelines (see Appendix 3);
- 3.1.14. consult with BRF regarding the possible sublicensing of the Trade Marks to other suppliers (e.g. merchandise and craft material companies). Such sublicensing agreements will be subject to agreement by BRF. In the event of such arrangements being agreed, the Organisation agrees to make these parties aware of BRF's rights in the Trade Marks and that such usage is limited to suppliers within the Territory (see 4.1.6).

4. BRF's undertaking

4.1. BRF agrees to:

- 4.1.1. grant a sole royalty free licence to the Organisation to use the Trade Marks within the Territory subject to the provisions of this agreement;
- 4.1.2. make all reasonable endeavours to make BRF Messy Church resources available within the Territory and to consult with the Organisation regarding any changes to distribution arrangements;
- 4.1.3. grant the Organisation permission, where it holds the rights to do so, to adapt Messy Church UK publications for the Territory, in consultation with BRF and subject to any changes being agreed by BRF (see 3.1.9);
- 4.1.4. grant the Organisation permission, subject to consultation and approval from BRF, to develop Messy Church resources intended for sale within the Territory (see 3.1.10);
- 4.1.5. grant the Organisation permission, subject to consultation and approval from BRF, to develop promotional and publicity resources for Messy Church NEW ZEALAND (see 3.1.11);
- 4.1.6. grant the Organisation permission to sublicense the Trade Marks to other suppliers (e.g. merchandise and craft material companies). Such sublicense arrangements will be subject to agreement by BRF and on the condition that the Organisation makes these parties aware of BRF's rights in the Trade Marks and that such usage is limited to suppliers within the Territory (see 3.1.14);
- 4.1.7. maintain information on BRF's messychurch.org.uk website about Messy Church NEW ZEALAND with a link to the Messy Church NEW ZEALAND website.

5. Administration

5.1. The Organisation agrees to:

- 5.1.1. be responsible for the administration, funding and management of Messy Church within the Territory;
- 5.1.2. pay to BRF annually, within sixty (60) days after the end of each calendar year, an amount equal to five percent (5%) of all unrestricted donations received by the Organisation during the calendar year plus ten percent (10%) of all net revenues after expenses received from the sale of goods and services that use the Trade Marks. The Organisation further agrees to provide BRF with a summary of the financial information used to make the calculations described in this subsection and, when available and accepted or approved by the Organisation's board of directors, to provide BRF with copies of the Organisation's final year-end financial statements.

6. Communication

- 6.1. BRF and the Organisation agree to keep the other informed regarding progress and new developments within Messy Church. This includes, but is not limited to, regular newsletters, emailings, press releases, publication plans, promotion and publicity resources.

BRF contacts:

Aike Kennett-Brown aike.kennett-brown@brf.org.uk

Maddie Jane, Programmes Delivery Manager maddie.jane@brf.org.uk

Or their successors as notified to the Organisation

The Organisation contacts:

Richard Stevens richardlstevensnz@gmail.com

Or Jocelyn Czerwonka jocelyncz38@gmail.com

Or their successors as notified to BRF

7. Liability

- 7.1. BRF accepts no liability for the actions taken by the Organisation in regard to Messy Church, or for any actions taken by any individual Messy Church within the Territory.

- 7.2. The Organisation accepts no liability for actions taken by BRF in regard to Messy Church.

8. Term of agreement

- 8.1. This agreement shall be for an initial period of five years from the date of signature, renewable and subject to six months' notice on either side.
- 8.2. In the event that BRF deems there to have been a material breach by the Organisation of the terms of this agreement, or that BRF has a significant concern regarding the Organisation or Messy Church NEW ZEALAND that adversely affects the reputation of BRF or Messy Church, BRF reserves the right to serve notice of its intention to terminate this agreement in sixty (60) days. The Organisation shall have the right to address the breach or concern to the satisfaction of BRF within the notice period to avert such termination.
- 8.3. In the event that the Organisation deems there to have been a material breach by BRF of the terms of this agreement, or that the Organisation has a significant concern regarding BRF or Messy Church (outside of the Territory) that adversely affects the reputation of the Organisation, the Organisation reserves the right to serve notice of its intention to terminate this agreement in sixty (60) days. BRF shall have the right to address the breach or concern to the satisfaction of the Organisation within the notice period to avert such termination.
- 8.4. On termination of this agreement for whatever reason the Organisation and any person authorised by the Organisation will cease to use the Trade Marks.

9. Nature of agreement

- 9.1. Both parties assert that the terms of this agreement are intended to encourage a collaborative relationship between BRF and the Organisation to support the ministry of Messy Church, and in no way constitute or imply a legal partnership or joint venture or relationship of agency between BRF and the Organisation.
- 9.2. This agreement shall not be assignable and cannot be subcontracted by either BRF or the Organisation without the written consent of the other, save that no consent shall be required where the assignment or subcontract is with a subsidiary of either BRF or the Organisation.
- 9.3. This agreement shall be governed by and interpreted and construed in accordance with the laws of England. It constitutes the whole agreement between BRF and the Organisation, supersedes all previous agreements between BRF and the Organisation in connection with Messy Church, and may not be changed in any way unless agreed in writing by both parties (or their authorised representatives).
- 9.4. All funds raised and/or distributed within the Territory designated for Messy Church shall be done so in accordance with any relevant New Zealand laws.
- 9.5. All activities of the Organisation in relation to Messy Church shall be governed in accordance with New Zealand Law.

In witness whereof the parties have signed this Agreement on the dates shown below

Signed for and on behalf of The Bible Reading Fellowship, Abingdon, England

..... Date

Signed for and on behalf of All Age Connect Aotearoa, (the Organisation)



..... Date

Appendix 1: Messy Church principles and values

Messy Church principles

Messy Church is not a stepping stone into existing congregations, nor is it a church plant, but it is a congregation in its own right.

Messy Church is ecumenical and seeks to work with all Christian churches.

Messy Church values

Christ-centred

Messy Church is a church, not a craft club, that helps people encounter Jesus as Lord and Saviour.

All-age

It is for adults and children to enjoy together - every element should be relevant and accessible to all ages.

Creativity

It uses hands-on activities to explore Bible stories, to reflect a God of creativity and to give people a chance to play together.

Hospitality*

It reflects a God of unconditional love and is a church for people outside church, providing an oasis of welcome and a safe space in which to thrive. Messy Church is about hospitality, expressed most evidently by eating together – whether it's a plate of sandwiches to share, or sausage and mash.

Celebration

It reflects a God of joy who wants his people to have life in all its fullness.

To read more about these values, and how BRF expresses them, visit the Messy Church website messychurch.org.uk and search for content tagged with 'Values'.

* Please note:

Each Messy Church must adhere to health and safety and safeguarding laws and guidelines applicable within its jurisdiction of operation and have an established health and safety and safeguarding policy in place, which can be provided on request. BRF cannot be held responsible for any matters relating to health and safety or safeguarding in respect of any Messy Church.

Appendix 2: The Messy Church Trade Marks (name and logo)



With reference to clause 3.1.7 the Organisation will, when it uses the Messy Church Trade Marks, follow the requirements set out on BRF's web page [messychurch.org.uk/using-our-name-and-logo](https://www.messychurch.org.uk/using-our-name-and-logo) and the brand guidelines in Appendix 3 regarding the use and layout of the logo whenever the Organisation goes into print with the logo.

When Messy Churches within the Territory register on the international directory they sign up to the Messy Church values and thereby gain permission to use the Trade Marks. These are BRF's brand and therefore it is BRF's responsibility to 'police' them. The Messy Church NEW ZEALAND website will include information drawn from the UK website ([messychurch.org.uk](https://www.messychurch.org.uk)) about how the Trade Marks can be used. Queries from Messy Churches within the Territory about the use of the Trade Marks should be directed to BRF. In the event of an issue arising regarding someone's use of the logo that was inappropriate etc., BRF would expect to consult with the Organisation about this, but ultimately it would be BRF's responsibility to address the matter if needed. Similarly, BRF would expect the Organisation to inform BRF if the Organisation became aware of any potential issue regarding the Trade Marks, so that BRF could follow this up accordingly.

Full Messy Church brand guidelines may be found by using this link: <https://www.messychurch.org.uk/resource/messy-church-logo>