



*Agreement with a **Local Branch** - :*

A Local Branch is a project wishing to use the charity status of ROC Angels (Redeeming Our Communities).

ROC Angels will be in no way responsible for the running of your project. The use of the national ROC charity number / company limited by guarantee is to help you with funding applications, benefit of Gift Aid and to help give your project credibility in the early stages. You will still need a local board or steering group to run your project.

A quorum of the local board / steering group will be responsible for purchasing decisions, contracts entered into, employment and ensuring budgets do not exceed what is available in the bank account. ROC will have no involvement or responsibility for any outstanding debts or fulfillment of contracts.

A bank account must not have an overdraft facility and if your project folds then any money remaining in the bank account (after outstanding debts are honoured) should be used to benefit the local community.

DBS checks are the responsibility of the local board for all volunteers (unless advised by police that these are not needed).

A local branch should have a Volunteer Handbook and relevant policies which should be reviewed annually. A sample handbook can be found at streetangels.org.uk/downloads and should include:

- Volunteers Handbook
- Code of Behaviour for Safeguarding Children
- Child Protection Policy

- Vulnerable Adults Policy
- Child Friendly Version of Child Protection Policy
- Equality and Diversity Policy
- Safeguarding Policy

these should be agreed by your local board and implemented by your local project. These may be amended as local needs require.

Full accounts must be kept on an appropriate spreadsheet. This should be available to be shared with the CEO / trustees of ROC who may check the accounts from time to time. These accounts are to be audited locally and a summary balance sheet (a template is available) be sent to ROC for inclusion within the ROC Angels accounts along with a copy of your bank statement as at the end of year.

An annual donation to be made to ROC Angels (this is decided by the local branch) and an admin fee of up to 10% will be made for Gift Aid reclaimed (this may be less for on-line donations).

Agreement between the trustees of ROC Angels and

Date:

Signed on behalf of the Local Branch

Name:

MEMORANDUM OF UNDERSTANDING WITH THE CHARITY AND A LOCAL BRANCH



A Local Branch is a project wishing to use the charity status of ROC Angels (Redeeming Our Communities - Charity Number 1139817 and Registered Company 7327258

This agreement is between the following two parties:

ROC ("the Charity")

and

xxx ("the Local Branch")

Introduction and Purpose

The purpose of this agreement is to set out and define the expectations, the duties and responsibilities of each party in order to safeguard the wellbeing of all beneficiaries of the two parties.

This Memorandum of Understanding does not override the statutory responsibilities of the Charity and it is not enforceable in law. However, the Charity and the Local Branch are committed to working in ways that are consistent with the content of the document and the ethos of the Christian faith.

Shared Aims and Activities

The aims and objectives of ROC can be viewed at:

<https://register-of-charities.charitycommission.gov.uk/charity-search/-/charity-details/5012153/governing-document>

Expectations

The Charity expects the Local Branch to always behave and act in a manner which supports a Christian ethos as well as the aims and activities of the Charity.

Responsibilities

The Local Branch is responsible for managing the day- to-day decisions which affect it.

The Local Branch is to be managed by a Steering Group of at least three people, who are responsible for the safe running and operation of the Local Branch.

The Steering Group is to be led by a Chairperson and the Local Branch is responsible for all the Local Branch purchasing decisions, contracts entered into, the use of volunteers and the employment of staff for the Local Branch activities and ensuring the Local Branch budgets do not exceed funds available.

The Local Branch may use the charitable status of the Charity to support funding applications, utilise the tax advantages of Gift Aid and to provide the Local Branch with credibility in the early stages of the Local Branch's existence.

The Local Branch will be responsible for undertaking any DBS checks and references that are required for its volunteers or staff.

The Charity is responsible for providing governance and support as well as policies such as a Volunteers Handbook, Code of Behaviour for Safeguarding Children, Child Protection Policy, Vulnerable Adults Policy, Child Friendly Version of Child Protection Policy and an Equality and Diversity Policy.

The Charity will also be responsible for providing insurances for the Local Branch. An annual donation will be requested from the Local Branch which is the equivalent of the cost of the premium.

The Charity provides the Local Branch with a Charity Commission infrastructure under which the Local Branch can operate. The Charity is not responsible for the running of the Local Branch nor will the Charity have any involvement in or responsibility for any outstanding debts or fulfilment of any contract that the Local Branch enters into.

Finances – costs/assets/liabilities

The Local Branch will be responsible for its own finances and will have in place robust audit and monitoring processes.

The Local Branch will run its own bank account and keep full accounts of all its financial activities. The Charity may, from time to time, seek to check, audit or inspect the finances of the Local Branch. The Local Branch is responsible for providing the Charity with access to all accounts, accounting information and financial transactions, when requested.

The Local Branch are required, on an annual basis, to audit their own financial activity and provide the Charity with a summary balance sheet and bank statement in a timely fashion at the Charity's year end which is 31 March each year.

The Local Branch may make charitable donations to other charities. The Charity is to be provided with summary information about any such donations.

The Local Branch will make an annual donation to the Charity. The Local Branch will determine the size of this donation.

The Local Branch is permitted to hold reserves to enable it to invest in its future.

The Local Branch will provide the Charity with a sum equivalent to 10% of all received Gift Aid contributions, to help cover the Charity's administrative costs.

Liaison

A person from the Local Branch steering group will act as liaison with the Charity and will provide the Charity with updates on request. At least once a year, the Local Branch will provide the Charity with an update of its activities, either by attending a Trustees Meeting or by providing a written report.

Fundraising

The Local Branch will be responsible for its own fundraising.

Duration and review

This Memorandum of Understanding is effective from the date it is signed by both parties. It is not time limited and will continue to have effect unless the principles described need to be altered or cease to be relevant. The document may be reviewed at any time at the request of either party.

Local Branch Exit Strategy

If the Local Branch is dissolved, any funds remaining when all debtors have been paid, will either be distributed to local causes that share the broad aims of the Charity, or they will be given to the Charity.

The Local Branch may decide that it wishes to withdraw from this agreement at any time by giving the other party three months' notice.

The Charity may withdraw from this agreement at any time by giving the Local Branch twelve months notice.

All intellectual property or assets belonging to the Charity will be given back to the Charity at the end of the notice period. The Charity may provide the Local Branch with permission to continue to use intellectual property or other assets after the termination of this agreement.

Public relations

The Local Branch will use the Charity Number on all external communications and will promote the Charity wherever possible.

Dispute resolution

Both parties commit to working together in a harmonious manner, for the benefit of all the Local Branch and Charity beneficiaries.

Any conflict should be addressed informally in the first instance. If the conflict cannot be resolved informally, a person who sits on the Board of Trustees for the Charity and a person who sits on the steering group for the Local Branch, who were not previously involved in the matter, will try to arbitrate. If the matter still cannot be resolved, the matter will be escalated to the Chairperson of the Local Branch and the Chair of the Charity's trustees who will be responsible for jointly ensuring a mutually satisfactory resolution.

Date:

Signed on behalf of the Local Branch

Signed on behalf of the Charity

Name:

Name: