RDA It's what you can do that counts

Riding for the Disabled Association
Incorporating Carriage Driving

THE ESSENTIALS OF RDA MEMBERSHIP



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INTRODUCTION

RDA is proud to have been delivering opportunities for therapy, achievement and enjoyment to people with disabilities for nearly 50 years. Founded as a National organisation in 1969, RDA now has over 480 Member Groups across the UK – together, these groups help 28,000 people to take part in riding, carriage driving and vaulting activities.

Although RDA was set up to work mainly with people with physical disabilities, RDA groups now work across the spectrum of disabilities, age range, social status and urban and rural environments. The focus of our work is to ensure that each individual has the chance to derive a direct therapeutic benefit and the opportunity to achieve their personal goal (whether that be learning a very simple skill or winning a major competition).

RDA gives individuals the opportunity to:

- **Reach therapeutic goals**
- **Achieve their personal ambitions**
- **Combat social isolation**
- **Develop life skills**
- **Experience the outdoors**
- **Connect with animals**

OBJECTIVES AND ACTIVITIES

VISION To enrich the lives of all disabled people through horses

PURPOSE To ensure that all our participants get an excellent experience with RDA, according to their specific needs

VALUES

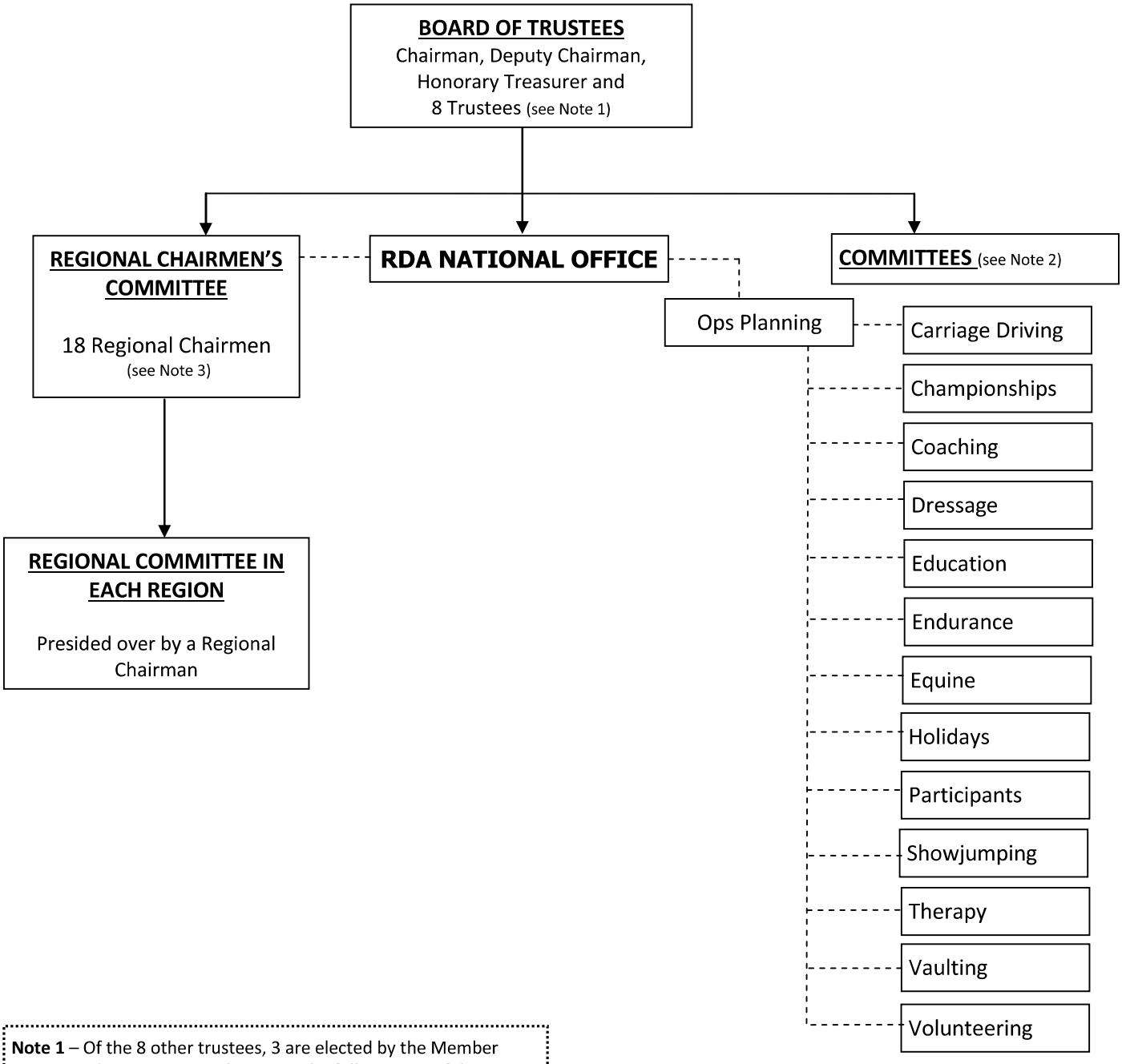
1. RDA is a community of people who believe it's what you can do that counts and who enable participants and volunteers to achieve their goals
2. RDA values the input of all people who are involved – participants, volunteers and paid staff
3. RDA ensures that development and achievement is recognised and celebrated across the organisation
4. RDA aims to deliver an excellent service and experience for all participants and volunteers
5. RDA recognises the central part that horses and ponies play in everything we do

RDA works hard to ensure that we are able to offer opportunities to any person, regardless of background. Therefore, where there is sufficient capacity and where the welfare of our horses is not put at risk, we are able to work with any person with a disability.

RDA UK

RDA UK is the National Governing Body of the Association. It is a registered charity and a Company Limited by Guarantee – an overview of the structure is shown below. It should be noted that Member Groups of RDA are the voting members of the Association and so, while not shown here, they constitute the most important part of the organisation.

STRUCTURE



Note 1 – Of the 8 other trustees, 3 are elected by the Member Groups and 5 are appointed to cover the following portfolios – Participants, Disability, Strategy, Communications and Fundraising

Note 2 – Committees are created by the Board to carry out specific functions, according to need. National Office is represented on all committees and provides input to their actions.

Note 3 - RDA UK uses the following 18 regions:

South West	Mid West	South
South East	Greater London	W Mercia
N Midlands	North West	East
NE & S Yorks	Yorks & Cleveland	North
N Wales	Edinburgh & Borders	N Ireland
W & Central Scotland	Grampian & Highland	S Wales

RDA UK ACTIVITIES

The key functions of RDA UK can be summarised as follows:

1. Supporting Member Groups with the necessary administration.

2. Managing the training process and programmes for RDA.

3. Organising and managing the national events – including the National Championships.

4. Arranging insurance cover.

5. Providing support and advice to Member Groups on a wide range of issues, both directly from National Office, but also through the Regional/County structures.

6. The general administrative support for all the national committees.

7. Development of new groups and expanding the network.

8. Links with other important national bodies, such as the British Equestrian Federation.

9. Working to raise the profile of the national organisation.

10. Compiling all the required reports and records (e.g.: financial information) and complying with the legal and constitutional obligations of the organisation.

11. The accounting and financial functions of the wider organisation.

CONTACTING NATIONAL OFFICE

You are able to contact RDA National Office in a number of ways:

By Post:	RDA National Office Lowlands Equestrian Centre Old Warwick Road Shrewley Warwickshire, CV35 7AX
By Telephone:	01926 492 915
By Email:	info@rda.org.uk
Via the Website:	http://www.rda.org.uk

ORGANISATION OF REGIONS AND COUNTIES

The Association comprises of 18 regions, each of which is divided into counties.

Regions

a. Each region is presided over by a Regional Chairman (who is responsible for all matters in his/her Region) and is managed through a Regional Committee that normally has the following membership:

Regional Chairman **(Mandatory)**
Regional Treasurer **(Mandatory)**
County Chairmen **(Mandatory)**
Regional Coach **(Mandatory)**
Regional Equine Advisor **(Mandatory)**
Carriage Driving Representative **(Mandatory)**
Rider/Carriage Driver (Participant Rep) **(Mandatory)**
Regional Showjumping Coach
New Group Liaison Officer
Dressage Rep
Education Representative
Therapist
Publicity Officer
County Coaches

b. **Regional and County Chairmen are elected by the Member Groups of their region/county**. They hold office for a period of three years in the first instance and are eligible for re-election for two further periods of three years.

c. **The Regional Coach is appointed, following consultation with the relevant Regional Chairman, by the Coaching Committee.** Regional Coaches are available to assist groups who seek advice, to hold training sessions within easy reach of two or more groups and to provide further training to group coaches.

d. **All other members of the Regional Committee are appointed by their Regional Committee or nominated by the Regional Committee and appointed by the discipline national committee.** National Office (and through them the Board) should be informed of all changes. They hold office for a period of three years in the first instance and are eligible for two further periods of three years.

e. **Each region may have an unlimited number of Regional Vice-Presidents of the Association**. They shall be recommended (in consultation with National Office) by the relevant Regional Committee and be elected by the member groups in the relevant region. They shall hold office for a period of three years and shall be eligible for re-election for two further periods of three years.

Regional Chairmen's Committee

The RDA Memorandum & Articles of Association requires that there should be a Regional Chairmen's Committee comprising of Chairmen from every region.

The committee's role and responsibilities are:-

- To appoint a Chairman from one of their number.
- To appoint representatives from amongst their number to the Board, in accordance with the Memorandum and Articles of Association and in addition to their Chairman.
- To ascertain views and ideas emanating from the Regions, Counties and Member Groups and to advise the Board of such views and ideas when they are of importance to the Member Groups and/or the Association generally.
- To implement decisions of the Board in regions, counties and/or member groups.
- To discuss issues relevant to the furtherance of the objectives of the charity.

FOR A CURRENT LIST OF REGIONAL AND COUNTY OFFICERS
REFER TO RDA's WEBSITE OR THE LATEST RDA HANDBOOK

GROUP GOVERNANCE

"THE 10 GOLDEN RULES" OF RDA GROUP GOVERNANCE

The following "10 Golden Rules" are the key points which Group Trustees should be aware of to make sure the group is being properly governed. It is not an exhaustive list, but provides a strong basis and also reflects the issues that RDA UK most frequently deals with. If you need any further guidance, please contact RDA National Office or your county / regional officers.

<table>
<tr>
<td>Rule 1 – KNOW YOUR ROLE
Make sure you know what being a trustee involves. Read the various information that's available Lots of info out there – key places:
• RDA WEBSITE – www.rda.org.uk
• NATIONAL OFFICE- call us and ask for help!
• RDA legal helpline – 0121 214 3681
• For groups in England & Wales - Charity Commission for England & Wales– CC3 "The Essential Trustee" www.charity-commission.gov.uk
• For groups in Scotland – OSCR – www.oscr.org.uk
• For groups in Northern Ireland – CCNI – www.charitycommissionni.org.uk</td>
<td>Rule 2 – KNOW YOUR GROUP
Before agreeing to be a Trustee:-
- Read the group's Constitution or Memorandum & Articles of Association.
- Talk to other trustees about the group's activities
- Is there a strategic/forward plan?
- Ask to see the group's accounts for the last three years
The Committee/Board
Who do we need to have on the committee/board
Who can't we have on the committee/board
Elections
Best practice</td>
</tr>
<tr>
<td>Rule 3 – SEEK ADVICE
If in doubt make sure trustees seek advice
• RDA National Office – 01926 492915
• RDA Lawline – 0121 214 3681
• The group's own solicitor or accountant
• Stockbroker or other financial advisor concerning investments
• Charity Commission, OSCR, CCNI</td>
<td>Rule 4 – HAVE A MIX OF SKILLS
Try to ensure that your trustee body has a mix of skills. The most successful RDA Groups have a wide range of trustees that includes people with little or no prior experience of the group, but with useful skills or professional qualifications. Consider if your group has enough expertise in all the following areas:
Fundraising Volunteering
Finance Communication
Legal issues Participants
Equestrian issues</td>
</tr>
<tr>
<td>Rule 5 – KNOW WHO YOUR VOTING MEMBERS ARE
As outlined above, every charity must keep a register of voting members.
If you do not have this, or are not sure, contact RDA National Office immediately and we can help you set it up. Although it may seem unimportant, if there is ever a contentious issue at your group it may be very important to know this in order to solve the problem.</td>
<td>Rule 6 – MANAGE CONFLICTS OF INTEREST
It is not a problem to have trustees with a conflict, or potential conflict, provided these are properly managed
• Make sure they are declared
• Remove from discussion and voting
• If in doubt - ask</td>
</tr>
<tr>
<td>Rule 7 – ALWAYS ACT IN THE GROUP'S BEST INTERESTS
You are required to act in the group's best interests –Most issues will be straightforward, but when considering if something is in the group's best interests, consider:
• Does it meet the need to protect and properly use your assets?
• Is it practical and does it have any longer term practical issues/problems?
• How might this action affect your group's reputation?

If you are still unsure, consider the "Key donor test". If you have a major donor (or pretend you do), would you be happy to explain to them the action you are considering and why you have done it? If not, it may not be in your best interests!</td>
<td>Rule 8 – CARRY OUT A RISK ANALYSIS
Carry out a Risk Analysis
(Compulsory if turnover of the group exceeds £250K)
Not the same as a Risk Assessment (thank goodness!)
Risk Analysis is concerned with internal and external risks to the group and managing that risk. If you are unsure how to carry out a risk analysis please speak to RDA National Office.</td>
</tr>
<tr>
<td>Rule 9 – MEET, DISCUSS AND DECIDE
Ensure trustees' meetings are:
• Held regularly – at least meeting constitutional requirements
• Properly convened
• Accurately minuted
• Communicated to others
• Decisive</td>
<td>Rule 10 – GET IT IN WRITING
If you have an agreement with a land owner, or another person who is supportive, but vital, to the group's survival, make sure you have a written agreement</td>
</tr>
</table>

RESPONSIBILITIES OF TRUSTEES

Who are Group Trustees?

They are the people who serve on the governing body of the group (the Board or Committee). They may be known as Trustees, Directors, Board Members or Committee Members (but are referred to here, and in other RDA documents, as the Trustees). Group trustees have ultimate responsibility for the general control, administration and management of the group. Trustees serve as volunteers and can receive no payment for their work, other than recognised expenses.

How are Trustees appointed?

RDA Groups must have a minimum of three and a maximum of 11 trustees. RDA UK's strong recommendation is that there should be at least five trustees – allowing some room for movement.

Trustees are elected by the Voting Members of the group at a general meeting – election is by a simple majority of those voting.

Groups may advertise for trustees (usually to fulfil a particular role), or individuals may ask somebody known to them or to the group. All candidates should be prepared to meet and discuss their possible nomination/election with the other trustees or another appropriate person at the group.

The committee may co-opt a new trustee (i.e. simply vote in a new trustee themselves) during the year, but this will only be up to the next AGM, where there must be a formal nomination and election.

Every group must have a Chairman, Treasurer and Secretary (the officers).

If you are considering standing for election **as an RDA Trustee, it is recommended that you**:

- are aware of the input expected from you: skills, number of meetings, etc.;
- read the standard Group Constitution or Memorandum and Articles of Association if Limited by Guarantee, and the RDA Membership Agreement;
- obtain copies of the Group Trustees' Report and Accounts for the last three years, if the group has them; if the group does not have this (they may be too small, financially) make sure you are aware of the financial situation
- find out how RDA operates by looking at the website and ask about anything that is not clear;
- advise the group of any possible Conflicts of Interest that you may have; and complete a Conflict of Interest form
- familiarise yourself with the duties of a trustee as set out in various guidance documents.

What are the main duties of a Trustee?

a) **Protecting the Assets of the Group**
It is the trustees' role to ensure that the assets of the charity are protected and properly used for the charity's best interests – in most cases this means money, but it would also apply to other assets (horses, buildings, etc)

b) **Strategy**
The trustees decide what the charity should do – it is their role to define the longer term plans and aspirations for the group.

c) **Responsibility to meet legal and operational needs**
The trustees must meet the legal and operational needs of the charity – these include issues defined by the government and appropriate governing bodies – such as RDA UK.

Please Note: Trustees are not the people who have to do everything, but are responsible for making sure things get done. In most RDA Groups, trustees will also be active volunteers, but this does not have to be the case.

Trustees are **collectively responsible**: The trustees must act together as a group rather than as individuals, setting aside their personal interests. Trustees have and must accept ultimate responsibility for directing the affairs of the group/charity and ensuring it is solvent, well-run and operating within the requirements of the Group Constitution and RDA's Membership Agreement.

CONFLICT OF INTEREST

A Conflict of Interest occurs when a Group Trustee is also in a position to get some benefit from the group; this in itself is not a problem but must be managed.

Likely Conflicts of Interest for RDA trustees include:

- ownership of a livery/riding yard from which RDA operates and to which the group makes a payment
- trusteeships or membership of other charitable committees
- relationship to a participant or another trustee
- positions held in other RDA groups or in the RDA UK structure
- interest in any business or company that the group is considering employing or consulting
- A paid member of staff cannot be a trustee of a group
- Ownership of a horse/pony used by or loaned to RDA

It is essential that all Conflict of Interest are reported to the Board of Trustees and duly recorded. All trustees must complete a Conflict of Interest form (available from the RDA website) prior to election and annually thereafter. If there is any doubt about a possible conflict of interest, it is best to declare it.

Once a conflict has been declared, the trustee can take no part in the discussion or decision-making process relating to the area of conflict. So, for example, the yard owner would need to leave the room when the discussion of the level of rent takes place, but may re-join the meeting after any vote has taken place.

TRUSTEE MEETINGS

1. The Group Standard Constitution requires groups to hold at least 4 committee meetings each year (every 6 months for incorporated groups). 'Year' could be the calendar year but will usually mean the Financial Year of the group. Check your constitution to see how many meetings should be held in your group.

2. For convenience, one of these meetings could be held immediately after the AGM.

   a. Procedure

      (1) At least half of the trustees must be present (a third for incorporated groups), subject to a minimum number of 3. Others (e.g. Group Coach, professional advisers) may attend meetings but they do not form part of the committee, quorum or have a vote. Their presence should be carefully managed to ensure they are not acting as quasi trustees.

      (2) Meetings will usually be held in person but some constitutions recognise that groups may wish to use teleconferencing (or other electronic means); in which case you should lay down strict procedures and adhere to them.

      (3) The Chairman chairs the meeting. If the Chairman is not available, the committee/board must choose another member to chair the meeting.

      (4) Each trustee has one vote (assuming no conflict of interest) and all issues are decided by a simple majority. In the event of deadlock, the Chairman of the meeting has a second or casting vote.

      (5) Reasonable written notice (e.g. 28 days) should be given for meetings (except in cases of emergency). Dates for meetings can be set well in advance (e.g. for a whole financial year).

      (6) The notice of the meeting should include:

         (a) The date, time and place of the meeting.

         (b) The business to be transacted (agenda).

         (c) The minutes of the previous meeting.

      (7) Minutes of the meeting must be taken and circulated as quickly as possible. If a trustee is present and a decision is made that they cannot endorse, it must be made clear at the time so that it can be recorded in the minutes. If a trustee feels they cannot accept a decision made in their absence, they should write to the Secretary immediately stating their reasons and asking for the letter to be attached to the minutes.

Want more information on trustee roles? Contact National Office for a Group Trustee Welcome Pack.

RDA GROUPS AND INCORPORATION

1. BACKGROUND

There are various legal forms that charities can take in the UK. Most RDA Groups were set up as Unincorporated Associations (and most of these still are). RDA UK is now advising that ALL groups should become incorporated bodies and the following pages explain what that means, why it's important and what to do next.

NOTE – the following information gives broad advice only – before your group incorporates, you must seek professional advice, either through RDA National Office or through your own legal contacts.

2. WHAT IS THE DIFFERENCE BETWEEN AN UNINCORPORATED AND AN INCORPORATED RDA GROUP?

a) In legal terms, an unincorporated RDA Group consists of a group of people who have decided to co-operate to form the group and deliver the objects of RDA – as defined in the group constitution. An unincorporated association has no separate "legal personality" from the people who are its members; it is simply an association of people with a common purpose, which has been defined in the constitution.

b) As such, an unincorporated group will not:

- have limited liability and a legal personality of its own. This means that any liability or "legal existence" falls to the trustees and not the organisation, as the law does not recognise the charity as a legal entity. The group trustees will be liable for the repayment of any debts which they have incurred on behalf of the charity that cannot be met from the charity's own funds and are, in theory legally responsible for the actions of the group (although this should be covered by RDA's Trustee Liability insurance aside from exceptional cases such as fraud);
- be able to hold property, for example land or investments, in its own name;
- be able to sign contracts in its own name – any contract (for example with a landlord or an employee) is, in effect signed between the trustees and the other party.

c) As an unincorporated group cannot own property in its own name, any property will need to be held in the names of trustees to be applied or used for the charitable purposes.

d) A group which is incorporated has a legal personality distinct from its members and trustees. It has the legal capacity to do many things that a natural person can do. For example, the charity can own property and enter into contracts – when the trustees sign these documents they sign them on behalf of the charity.

e) **This means that in an incorporated group the liability of the trustees is limited and they have greater degree of protection.** This, in turn should help with recruitment and succession of trustees, as you can demonstrate that your group has this protection for any potential new trustees.

3. WHY SHOULD OUR GROUP INCORPORATE?

a) As the scale and complexity of most RDA Group activities increase so do the financial and other risks. The main advantage of incorporating is that it offers better protection from personal liability to trustees and members, by allowing the group to act in a legally "more mature" way.

b) Once incorporated, the group becomes a "legal person" in its own right, quite separate from the trustees/directors and the members. So, for example, when the group enters into a legal agreement (the company not the individuals who sign the contract) will be liable for any debts or other liabilities. (Note – under the current arrangement, trustees are protected in simple contracts by the RDA Trustees Liability insurance). As is always the case, if the trustees act illegally they may well be held personally responsible!

c) As a legal person in its own right, a group can hold land, investments or other property. Once a group is registered as the owner of a property, then that title will continue until the property is sold or otherwise disposed of, or until the group is wound up.

d) **So after incorporation the trustees will have the protection of limited liability as an incorporated charity has a legal personality distinct from its members and trustees.**

4. WHAT IS A CIO AND SHOULD WE BECOME ONE?

a) A CIO is a Charitable Incorporated Organisation. It is a slightly simpler legal form of incorporation, which carries the same protection, but only requires the charity to report to the Charity Commission or OSCR, and not Companies House. It was introduced to Scotland in 2011, England & Wales in 2013 and we are still awaiting its introduction for N Ireland

b) RDA UK's view is that the CIO is the best model for most RDA Groups and we have developed a standard system and a governing document for Groups in England, Wales and Scotland. [In Northern Ireland we are still awaiting the introduction of the CIO].

c) This means that conversion to CIO is relatively straightforward, with the support available from National Office

5. WHAT WILL BE DIFFERENT?

a) In operational terms, nothing changes – the group continues to operate as it always has. The objects of the charity do not change and most of the rules set out in the constitution will remain the same.

b) The new incorporated group will be a new legal entity and will have a new charity number – so any assets or belongings have to be transferred to the new incorporated charity

c) A CIO has a different type of constitution which is very similar but it allows more flexibility about how the group governs itself

d) RDA has a CIO Constitution which has been agreed with the Charity Commission (England & Wales) and OSCR (Scotland).

e) In Northern Ireland RDA has a standard set of Mem & Arts (as CIOs don't yet exist for NI) which have been agreed with the Charity Commission NI (Northern Ireland).

6. WHAT DO WE NEED TO DO NEXT?

a) **First – don't panic**! There is no immediate need to rush to do this, unless your group has an employee, or your group has undertaken burdensome contractual obligations – which means you should do as soon as possible.

b) If your group owns land or buildings, or has plans to do so, it makes sense to move ahead with incorporation sooner rather than later.

c) **Second - get some advice** – if you are not sure about incorporation please get some advice. You can get this from
- RDA National Office
- The RDA Trustees Lawline
- If you have contacts with a sympathetic lawyer they may be able to help (it is useful to ensure they understand some charity law)

d) When you have decided to incorporate, please contact the Executive Officer at RDA National Office before you do anything. She will be able to help you through the process and for smaller groups may well be able to considerably reduce any costs. **Please note, even if you are using your own system and lawyer, it is important that National Office is made aware.**

e) As RDA now has its own standard Memorandum and Articles, it is important that you use these**. If you do not, it may incur additional cost, if you have to make a change.**

f) Depending on the level of complexity of your group, you may need to pay for legal advice to help with the change – as a basic rule of thumb – the simpler your group is, the lower the cost will be.

g) Once the process is complete, you need to sign a **new Membership Agreement with RDA UK** – as you will have formed a new legal body.

FURTHER HELP AND ADVICE

- **Julie Elliston, Executive Officer, RDA National Office**
  Tel: 01926 405 962 email: jelliston@rda.org.uk
- **Ed Bracher, Chief Executive, RDA National Office**
  Tel: 01926 405 961 email: ebracher@rda.org.uk
- **Angela Sly, Executive Coordinator, RDA National Office**
  Tel: 01926 476 303 email: asly@rda.org.uk
- **RDA Trustees Lawline – 0121 214 3681 (ask for Shivaji)**

ADMINISTERING RDA GROUPS

GROUP MEMBERSHIP

What are Members?
The Members of a charity are the people (or organisations) who will be formally signed up as such. Voting members have a right to vote at a General Meeting of the Group (either AGM or EGM). The standard group constitution allows each group to define its own categories of membership and groups may have defined classes of "Voting Members" and "Non-voting Members".

It is important that each RDA Member Group is clear who is a member and how they are appointed. It is for each group to organise its own system of membership.

Why are Members important?
The members (at a General Meeting) vote to appoint the trustees, who manage the affairs of the group.

How does someone become a Member?
The system should be defined by the group, so there is a clear process for someone to become a member. There must also be a way of recording the relevant details of a member. This should include name, address and date of birth (but could include more information). The RDA Volunteer Application Form could be used if all your volunteers are to become members.

The following points give further guidance on Membership:

1. The Standard RDA Group Constitution provides that "Membership of the Group shall be open to any individual or organisation residing in, or having connections with, the Group Area and interested in promoting the objects".

2. It also goes on to provide that the Committee/Board "may establish different classes of membership and may set appropriate rates of subscription or levy no subscription at all".

3. A Member of the Group will not necessarily be a Member of the Committee/Board (Trustee), but a Member of the Committee will certainly be a Member of the Group.

4. RDA UK suggests groups can have two classes of Membership (Full Voting and Junior). Groups may also wish to consider having corporate non-voting members. This classification of membership would be ideal for sponsors who want to keep in touch with the group, but do not necessarily wish to attend General Meetings.

    a. <u>Full Voting Members should</u>:

        (1) Be aged 18 or over; and
        (2) Be individuals or organisations residing in or having connections with the group area; and
        (3) Have a real interest in furthering the Objects of the Group.

A quorum of full voting members is needed at General Meetings; the number will be detailed in your own group constitution. Therefore, do not be tempted to invite individuals, or representatives of organisations, to join the group as full voting members unless they clearly understand that they have an obligation to play a full part in the democratic process of the group by attending the group's AGM.

b. Junior Members should:

(1) Be under the age of 18;
(2) May be volunteers or riders/drivers;
(3) Can attend General Meetings but cannot vote;
(4) Be kept informed of the group's activities e.g. by a newsletter.
(5) Could be given a badge or certificate.
(6) Could get involved in activities and events

RDA UK strongly encourages Junior Members who are the future of RDA.

c. Your group trustees are empowered to levy different subscriptions (or no subscription) for each classification of membership.

d. Register of Members

(1) The Standard RDA Group Constitution provides that a group must maintain a Register of Members.

(2) The Group Secretary should keep the register and allocate a different section for each classification of membership. The register should be fully updated with the following details:

(a) The full names of all members indicating their membership classification.

(b) Date of birth of any junior member.

(c) Date of birth of any full individual member, or a statement that they are aged 18 or over.

(d) The full name of any organisation that is a member, with at least one individual representative contact name.

(e) Postal addresses (with post codes) and telephone numbers of all members.

(f) Any other relevant information about members (e.g. whether a volunteer, a rider, a driver or an instructor).

(3) You may keep the register in manuscript in a bound notebook; or as individual sheets in a ring binder; or on computer (you must keep back-up floppy discs and a printout) and have it password protected.

What do we do if we don't have (or can't find) our list of members?
In this case you should take the following actions URGENTLY:

a) Check if you have a system for defining membership – this will have been agreed at a previous Trustees Meeting (probably soon after federation in 1999, or when the group was formed, whichever is most recent) and should be shown within the minutes.
b) If you do have a system, compile a list using these definitions.
c) If you do not have a system, the trustees of the group should define one as soon as possible and then compile a list according to the system.
d) If practicable, it would be a good idea to call a General Meeting to explain the system.

Practical considerations
As stated above, a quorum is needed at every General Meeting (please check your own group constitution). You therefore need to make sure that your system makes this achievable. For example, if you are a large group and have 150 volunteers, it may be difficult to achieve a quorum if you make all volunteers voting members.

BASIC REQUIREMENTS FOR RUNNING AN RDA GROUP

In this section, wherever applicable, read 'carriage driving' or 'driver' for 'riding' or 'rider'.

- The group must be able to operate within the RDA Health & Safety Policy.

- Horses/Ponies A source of reliable, sound and well cared for horses/ponies, suitable for the size and weight of the riders, which should be equipped with safe, well-fitting tack, a lead rein and headcollar must be available for each animal, approved couplings may be used for leading.

- Site A reasonably confined space with good going, free from distractions that may disturb the horses or riders. If possible, access to a covered school/arena with suitable flooring for use in bad weather.

- Riders/Carriage Drivers Before being accepted by the group, each rider/carriage driver must complete the RDA Application Form for New Riders and Drivers. This form should be assessed by the Group Coach or another nominated member of the group and then they should assess the rider/driver in person. In the event that they deem it necessary to reject the application, they MUST complete the Rejection of Application to Ride or Drive Form.

- Each rider/driver must wear hats, clothing and footwear as laid down in the RDA Health & Safety Policy and/or discipline requirements.

  (1) The group is advised where possible to seek the assistance of specialists to help at the group e.g.: physiotherapists, occupational therapists, speech therapists and teachers etc.

  (2) Riders requiring assistance for medical care or supervisory purposes must be accompanied by an appropriate person e.g. parent, guardian, carer, nurse, teacher etc.

  - Group's Coach Must comply with RDA requirements and be assessed/reviewed as detailed within the relevant RDA qualifications pathway.

- Volunteers The group must have a nucleus of responsible voluntary helpers who have a desire to work with the riders, some of whom must have a knowledge of horses. Each helper must complete an RDA Application Form for New Volunteers, meet the criteria as laid down in the RDA Health & Safety Policy and complete/sign, as appropriate, the Basic Training Record Card on joining the Group. All helpers aged 16 or over, involved in RDA sessions, MUST be disclosure checked and provide 2 references. Helpers must be trained, as appropriate, for the duties/activities that they undertake.

- Designated Responsibilities A designated member(s) of the group must be responsible for the following:

(1) **Riders/Carriage Drivers**

(a) Ensuring that each rider/driver has a valid, signed RDA Application Form for Riding/Carriage Driving.
(b) Refusing to allow anyone to ride/drive without the completed RDA Application Form.
(c) Maintaining a simple up-to-date record for each rider/driver.
(d) Administering such records and forms and maintain confidentiality of such details that should remain private.
(e) Liaising with riders/drivers (or, where appropriate, their carers /centre) to confirm who will be attending specific sessions.

(2) **Volunteers**

(a) Maintaining the nucleus of volunteer helpers.
(b) Ensuring that each session has a safe level of help (if this is not possible, the session must be cancelled).
(c) Keeping a list of volunteers and their application forms.
(d) Welcoming new helpers and ensuring that they meet the requirements laid down in the RDA Health & Safety Policy
(e) Ensure helpers do not do tasks for which they have not been trained.
(f) Ensure volunteers hold a Basic Training Record Card.

(3) **RDA Sessions**

(a) Checking that ponies are sound, suitable and tacked up for riders attending.
(b) Ensuring that each rider/driver is appropriately equipped and accompanied.
(c) Ensuring that a 'First Aid' person is present at each session, who has a current First Aid Certificate as laid down in RDA's First Aid Policy
(d) Displaying a list of members holding up-to-date First Aid Certificates.
(e) Ensuring that a First Aid Box is readily accessible and that Accident and Incident Books are filled in immediately after an accident/incident.

- **Bank Account** This must be in the name of the Member Group (see 'Finance' Section later).

GROUP ASSESSMENT AND REVIEW GUIDELINES

N.B. In some instances RDA insurers may refuse cover if groups do not work according to RDA requirements.

1. All RDA Groups must work according to the RDA Health & Safety Policy.

2. All groups should function according to the RDA policies and to the requirements of the RDA Coaching and Discipline Committees.

3. Regions should aim to ensure that all groups are functioning to the standards required by the RDA Board and Committees.

4. Every region must complete reports relating to training, as required by the RDA Coaching Committee.

5. All groups will be assessed and reviewed as required by RDA UK.

6. Every coach should undertake regular training appraisal e.g. reviews.

7. All groups should have an induction training procedure for new helpers and ensure that all helpers have a correctly completed RDA Volunteers Basic Training Record Card.

8. All records of assessments and/or reviews should be retained in the Coaches Passport.

9. It is recommended that an RDA official visit every group at least once a year in order to facilitate communication. This is not necessarily for the purpose of a coach assessment or review but may be a visit from any RDA UK personnel (e.g. Chairman, Regional or County Representative, Chief Executive or member of the National Office).

Trustee Annual Checklist

a. Group Trustees should all satisfy themselves that their group's administration is up to date and appropriate, by ensuring that the Annual Checklist and Trustee Declaration is completed annually at the first meeting after the group's AGM.

   Any person deemed competent by the trustees can complete the Annual Checklist but it is ultimately the trustees responsibility to ensure all administration is complete.

b. Regions and counties should offer support to member groups to ensure that administration is carried out effectively and satisfy themselves that their member groups' administration is up to date.

c. Checks should include:

(1) All trustees have read the RDA Essentials and are aware of their responsibilities.

(2) Group membership is clearly defined and an up-to-date list of members is maintained.

(3) Group Risk Assessments are up-to-date and kept with group records.

(4) Group accident book is readily available with any incident reported (RDA and HSE as required) and paperwork kept securely with group records.

(5) First Aid kit is readily available.

(6) Names of first aider and safeguarding officer are clearly displayed at each session.

(7) Group Insurance Certificate is clearly displayed.

(8) All Rider/Driver Application forms are kept securely with group records.

(9) List of volunteers is maintained and all volunteer application forms (including references and confirmation their disclosure check is complete) are kept securely with group records.

(10) All helpers in sessions hold a Green Card (or have signed an A4 Green Card).

(11) Group Child / Adult at Risk Protection Policy statement is available for all to see.

(12) All Coaches registered with National Office and trustees are aware of their qualification level and when their reviews are due; ensuring sessions are run only by coaches within review date.

(13) All coaches are in possession of completed Passports, showing all training, including their current safeguarding certificate.

N.B: The Trustee Annual Checklist is available to download on the RDA website or can be obtained by phoning RDA National Office (The form will also be sent to groups at the time of their AGM).

PROTECTING DISABLED CHILDREN AND ADULTS AT RISK

It might be difficult to accept, but every child and adult at risk can be hurt, put at risk of harm or abused, regardless of their age, gender, religion or ethnicity. The law states that people who work (including volunteers) with children and adults at risk have to keep them safe.

A Safeguarding Policy/Policy Statement shows that an RDA Group takes the welfare of their participants and volunteers seriously. It is a requirement of RDA Membership that all Groups adopt a safeguarding policy relevant to them (templates are available on the RDA website).

One key safeguard, to protect disabled children and adults at risk, is ensuring the people who work and volunteer at the group have received a satisfactory enhanced disclosure check, or equivalent.

It is a requirement of RDA Membership that volunteers aged 16 and over, who are involved in RDA sessions, are DBS (England and Wales) /PVG (Scotland) / Access NI (Northern Ireland) checked. These checks must be updated every 3 years, as a minimum.

Currently this applies to:

- All existing volunteers involved in RDA sessions
- All new volunteers aged 16 and over, upon joining a group, involved in RDA sessions
- All Safeguarding Officers

For new volunteers, getting the disclosure check forms part of the "safe recruitment" process and all new volunteers should firstly complete an application form and provide 2 references which should be taken up before they start volunteering at the group. ID should also be checked. Some groups don't like to do the disclosure check at the outset, in case the new volunteer does not stay; however we do require them to complete the form before they volunteer, even if the group holds onto it for a short while (max 2 months) before it is processed. All new volunteers should be supervised at all times until a satisfactory disclosure certificate has been seen.

It is imperative that the Group get to see the original certificate of all checks completed. There is an RDA Disclosures Policy which outlines how Groups should deal with any criminal record that is evidenced.

Anyone appointed as a Safeguarding Officer needs first to attend a safeguarding course. These are run by various organisations, including NSPCC, training companies and local Councils. Local Voluntary Infrastructure Organisations can provide details of where to receive training, local to your group. Workshops are also run across the UK by RDA, BHS and the Pony Club.

In addition, any group coach who is unsupervised must have attended a suitable safeguarding workshop and their certificate be kept within their Passport. Any trainee coach will need to complete a workshop and have a certificate before they are assessed to run sessions unsupervised.

All safeguarding workshops need to be updated every 3 years – this can be done as a refresher course, on-line, including one available through the RDA website.

If you have any queries around the safeguards needed within your Group, contact the Safeguarding Co-ordinator at National Office.

RDA LOGO AND BRAND

All RDA logos, plus guidelines for their usage, are available to view and download from the Running your Group area of the RDA website. High resolution logos suitable for print use are available from Caroline Ward at RDA UK; email cward@rda.org.uk.

The RDA logo, with strapline 'It's what you can do that counts', combines the familiar image of horse, rider and side-walker, with a clear message about RDA. 'It's what you can do that counts' is a direct quote from an RDA volunteer and seems to sum up the positive attitude found in every area of our work.

Which logo to use

The decision of which logo to use should be based on which one will have the most impact within the space available. Not everywhere is suitable for the full logo with strapline, so feel free to use just the RDA with image if it looks better.

If you are using our logo in a situation where your audience might not know what RDA stands for, and/or where our name is not mentioned clearly nearby, please use the version with our full name underneath.

Member Group logos

If you are an RDA Member Group, but have developed your own name and brand that doesn't include the name 'RDA', **you should still be identifiable as a member of RDA**. With that in mind, you should use one of the logos which include the words: 'A Member Group of RDA', which should appear on all publicity material.

GROUP PUBLICITY MATERIAL AND NOTEPAPER

The registered charity number of the group must appear on all stationery and fundraising material.

As stated above, groups should clearly identify themselves as a Member Group and use the branding available from the website or from National Office to do so. This is the case for all group letterheads, stationery, brochures, websites and other promotional material and similar items.

RDA headed notepaper can be ordered from RDA National Office using the RDA Order Form. Groups may download the RDA logo from the RDA UK website to include on their own letterheads and publicity information.

GROUP AGM

All procedures for the Group AGM (and all General Meetings) are set out in your group's governing document (either a Constitution or Memorandum & Articles). Please refer to your governing document, but in particular you should note:

a. All members should be given notice and are entitled to attend in person. All voting members are entitled to vote. Any organisation that is a voting member may send one representative to vote on their behalf. Junior or other non-voting members may attend the AGM, but they do not form part of the quorum or have a vote.

b. A simple majority decides all issues. All voting members present are entitled to one vote on every issue, except the Chairman of the meeting, who has a second or casting vote when required.

c. The Group Secretary must keep proper minutes for approval at the next Group AGM.

	Standard Unincorporated Groups	**Incorporated – England, Wales and N Ireland**	**Incorporated – Scotland**	**CIO – England and Wales**	**CIO –Scotland**
AGM Periodicity	Every calendar year (within 18 months of formation)	Every calendar year – within 15 mths of last AGM	Every calendar year – within 15 mths of last AGM	Every calendar year – within 15 months of last AGM	Every calendar year – within 15 mths of last AGM
Proxy/Postal Votes	Not allowed	Proxy allowed (see constitution)	Proxy allowed (see constitution)	Proxy allowed (see constitution)	Not allowed
Clear Days' Notice Required	28 clear days (14 days for EGM)	21 clear days (14 days for EGM)	21 clear days (14 days for EGM)	14 clear days (within 21 days for EGM)	14 clear days (within 28 days for EGM)
Quorum Required to Hold Meeting	35% of Members	10% of Total Membership or (X) Voting Members Present and Proxy (whichever greater)	10% of Members or 20 Members (whichever shall be the less)	10% or 3 Members (whichever greater)	35% of Members

ACTION:

At the time of the AGM, National Office writes to the Group Contact with details of trustees and group roles held on the national database. This list should be reviewed, updated where necessary immediately after the group's AGM and returned back to National Office, so maintaining up-to-date records.

In addition, the group will be sent a Trustee Annual Checklist Form (Appendix 3). This was previously completed at the time of the Annual Census but should now be completed by trustees at their first trustee meeting after the AGM. This completed checklist should be:

(1) Copied to National Office (sent back with the trustee/roles list above)
(2) Original kept with group records.

RETENTION OF GROUP RECORDS

How long you should keep your group records, is clearly an important issue and below are a list of most commonly used documents and the suggested retention period:-

Document	Retention Period	Reason
Accident Reports, Insurance Claims and Relevant Correspondence	3 years (if child involved in accident, keep for 3 years after they become 18)	RIDDOR 1995, Data Protection and Insurers
Rider/Driver and Volunteer Application Forms	3 years for adults and 3 years after a child reaches 18	RIDDOR 1995 and Insurers
Sickness Records for Paid Staff	3 years after tax year end	Statutory Sick Pay Regulations
Insurance Policies	3 years after lapse	Data Protection
Payments Cash Book or Records of Payments Made / Invoices / Petty Cash Records	6 years, from the end of the financial year in which they relate	Companies Act / Charities Act
Bank Statements, Donation Correspondence	6 years, from the end of the financial year in which they relate	Companies Act / Charities Act
Receipts Cash Book	10 years	Companies Act / Charities Act / HMRC
Invoices for Capital Items	10 years	Companies Act / Charities Act / HMRC
Trustee/Board Minutes of Meetings and Decisions	Permanently	Data Protection
Annual Accounts and Reviews	Permanently	Data Protection

TRUSTEE ANNUAL REPORTS & REPORTING REQUIREMENTS

All RDA Member Groups in England and Wales are required, by the Charities Act, to prepare an Annual Report. Please note that the requirement for this varies according to the size of your group (see table below) and the report can be relatively brief. However, it is a good opportunity to create a document that you can use to update your donors and supporters on progress at the group.

In Scotland, each member group must also produce a report, which is submitted to OSCR (The Office of the Scottish Charity Regulator).

In Northern Ireland charities must submit their report and accounts to CCNI.

The Annual Return for all three bodies is a simple and quick document and is relatively straightforward to complete. They can all be filed on-line, which makes the process very quick, taking 15-30 minutes.

The websites for the Charity Commission, OSCR and the CCNI have extensive and useful information about what needs to be included in the reports

The table below shows the reporting requirement and also the requirement for accounts. As the size of the group (as defined by income) changes, there is a change to the level of external scrutiny of your accounts. It is important that your group achieves the right level of scrutiny.

Charity Reporting Requirements and Accounts – for England and Wales

All charities in England and Wales have some reporting requirements and these vary according to the size of the charities income. The table below shows the different requirements and if you need to get your accounts externally audited or scrutinised.

Income	**Reporting Requirements**	**Accounts**	**Independent Scrutiny**
< £10,000	If your Group has an annual income of less than £10,000 you should complete the Charity Commission's annual return form every year. This is most easily done on-line and updates the information made publicly available through the register of charities, including: • contact and trustee details • income and expenditure • area of operation	Accounts must be prepared by all Groups but need not be filed. If a Group is a CIO they must prepare AND file Accounts may be receipts and payments OR accruals based on SORP and Regulations If your Group is incorporated, accounts must be accruals	There is no requirement for external scrutiny

SORP - Statement of Recommended Practice

£10, 000 - £25,000	If your group has an annual income of more than £10,000 but less than £25,000, you must complete the Charity Commission's annual return form every year. This is most easily done on-line and updates the information made publicly available through the register of charities, including: • contact and trustee details • income and expenditure • area of operation	Accounts must be prepared by all Groups but need not be filed. If a Group is a CIO they must prepare AND file Accounts may be receipts and payments OR accruals based on SORP and Regulations. If your group is incorporated, accounts must be accruals	There is no need for external scrutiny, although for groups near the £25,000 threshold, it may be helpful for some of your supporters or when applying to new funders
£25,000 - £500,000	If your group is has an annual income of more than £25,000 but less than £500,000, you need to: • complete Part A of the Charity Commission's annual return form • confirm that there are no serious incidents or other matters which need to be reported to the Charity Commission • send a copy of your trustees' annual report (TAR), audited or independently examined accounts and examiner's report	Accounts must be prepared AND filed Accounts may be receipts and payments OR accruals based on SORP and Regulations Incorporated charities must have an audit (and complete accrual accounts) if the income exceeds £250,000	Must have outside scrutiny but trustees may choose either independent examination or audit by registered auditor (note, the later will be more expensive!). If gross income (or total expenditure) in the year is more than£250,000 or income /expenditure thresholds are exceeded in either of two previous years, an audit is required. Incorporated charities must have an audit (and complete accrual accounts) if the income exceeds £250,000
>£500,000	If your group has an annual income of more than £500,000 but less than £1,000,000 you need to: • complete Parts A & B of the Charity Commission's annual return form • confirm that there are no serious incidents or other matters which need to be reported to the Charity Commission • send a copy of your trustees' annual report (TAR), audited accounts and examiner's report	Accounts must be prepared AND filed Accounts must be accruals based on SORP and Regulations	Audit required

Charity Reporting requirements and Accounts – for Scotland

All charities in Scotland have some reporting requirements and these vary according to the size of the charity's income. The table below shows the different requirements and if you need to get your accounts externally audited or scrutinised.

Income	**Reporting requirements**	**Accounts**	**Independent Scrutiny**
£0 - £500,000	If your group has an annual income of less than £25,000, you need to complete the Annual Return only. If your group has income greater than £25,000 you need to complete in addition to the Annual Return a Supplementary Monitoring Details may be obtained from OSCR website at www.oscr.org.uk	Accounts must be prepared AND filed Accounts may be receipts and payments in accordance with section 9 of the regulations OR accruals based on SORP and section 8 of the Regulations If your Group has income >£250k you need to prepare fully accrued accounts	Must have outside scrutiny but if receipts and payments account used then trustees may choose either independent examination by an appropriate person or by a member of a listed professional body. If the accounts are accruals based they must be examined by a member of a listed professional body.
>£500,000	Same reporting requirements as above.	Accounts must be prepared AND filed Accounts must be accruals based on SORP and section 8 of the Regulations	Audit required

Charity Reporting requirements and Accounts – for N Ireland

All registered charities in Northern Ireland have some reporting requirements and these vary according to the size of the charities income. The table below shows the different requirements and if you need to get your accounts externally audited or scrutinised.

Income	Reporting requirements	Accounts	Independent Scrutiny
£0 - £10,000	Part A of the CCNI online report	Accounts may be receipts and payments OR accruals based on SORP and Regulations If your group is incorporated, accounts must be accruals	Independent Examiners report
£10,001 - £100,000	Part A and B of the CCNI online report	Accounts may be receipts and payments OR accruals based on SORP and Regulations If your group is incorporated, accounts must be accruals	Must have outside scrutiny but trustees may choose either independent examination or audit by registered auditor (note, the later will be more expensive!).
£100,001 +	Part A, B and C of the CCNI online report (NB, part C is voluntary but recommended)	Accounts may be receipts and payments OR accruals based on SORP and Regulations Incorporated charities must have an audit (and complete accrual accounts) if the income exceeds £250,000	Audit

SORP - Statement of Recommended Practice

GROUP ANNUAL RETURNS

1. Each year RDA UK carries out an Annual Return of all RDA Member Groups, in accordance with Section 4.17 of the Membership Agreement.

   a. It enables RDA UK to establish the levels and types of services offered by different groups.

   b. The statistics define the mix of the 'RDA Family' by identifying the numbers of people and animals involved in its activities.

   c. The information is useful to the Board and its committees, when they are examining the types of services provided by RDA UK to member groups.

   d. RDA UK's Insurers use information from the return as one of two main criteria for assessing the risk posed by RDA activities. The level of risk determines the amount of insurance premium that is charged-on to Member Groups. Without such information insurers may well assess risk as greater than it actually is and increase the insurance premium correspondingly.

2. Procedure:

   a. RDA National Office will distribute the specimen questions to groups in plenty of time to prepare information needed.

   b. For the purposes of the return, the 'riding/carriage driving year' runs from 1st September to 31st August (1st August to 31st July for Scotland) and relates to your group's activities as a whole throughout that year.

   c. You must complete the return, where possible, using the on-line form. If this is not possible you should obtain a paper return from National Office.

   d. You must complete the return within the deadline date stated.

GROUP FINANCES

ACCOUNTS

1. The Group Treasurer is responsible for the day-to-day administration of the group's finances but all trustees are responsible for ensuring that records are kept properly and that the group's surplus cash reserves are properly invested.

   a. The group will need a current account with a Bank, Building Society or similar institution. A credit balance should be retained to meet day-to-day needs.

   b. Funds not required for immediate needs should be invested to enhance the income of the group and to protect its capital from the effects of inflation. Please remember the following:

      (1) As a Charity, the group will generally be exempt from paying income tax. You should, therefore, choose a deposit account that:
         (a) Is specifically designed for charities; or
         (b) Pays interest gross; or
         (c) If interest is paid net, tax can be reclaimed.

      (2) Take, and follow, advice from a professional financial adviser, if you decide upon more sophisticated forms of investment, e.g. gilt-edged securities or stocks and shares.

      (3) All bank accounts should be in the name of the group and the mandate should require at least two trustees' signatures. To avoid problems caused by illness, holidays or other absences, you are recommended to mandate bank accounts in the names of any two of the Chairman, Secretary or Treasurer.

      (4) Investments for unincorprated groups should be in the names of at least two trustees, on trust for the named group.

   c. Annual Accounts. As most groups' finances are quite simple, you should consider opting to use receipts and payments accounts under Section 42(3) of the Charities Act rather than preparing accounts on the accrual basis.

   d. **Group Treasurers in England and Wales** should refer to the Charity Commission website at www.charity-commission.gov.uk/publications for details of essential publications.

   e. **Group Treasurers in Scotland** should refer to the OSCR website www.OSCR.org.uk for guidance.

   f. **In Northern Ireland, there are no regulations governing either the form or content of Charities Accounts,** but proper records must be kept and annual accounts be sent to the Regional Chairman.

GUIDANCE FOR GROUP TREASURERS

The guidance is general. It is not intended to be a substitute or replacement for a thorough understanding of the responsibilities of the trustees or treasurers in the conduct or management of your charity's financial affairs.

RDA UK undertakes no responsibility for any error or omission and gives no warranty or undertaking as to its accuracy.

Introduction

a. The Charity Commissioner's guidance document notes that one of the trustees of each member group must be appointed, and accept office, as its Treasurer.

b. The Treasurer is the 'Finance Officer' of the member group, and is responsible for the maintenance of its financial records. This will include the compilation for your trustees of your Charity Commission Annual Return (where appropriate).

c. When you take office as Group Treasurer you should study and understand the guidance and advice provided by the Charity Commission on this subject.

d. Regional Treasurers are elected by their member groups but are part of RDA UK. They are required to maintain proper books of account but their responsibilities are different from those of Group Treasurers.

Requirements of Member Group Treasurers.

a. <u>England and Wales.</u>

(1) Your charity must meet the financial requirements of the Charities Acts which are administered by the Charity Commission for England and Wales.

(2) You must:

(a) Keep a set of proper records.
(b) Draw up accounts annually.
(c) Be prepared to have those accounts scrutinised by the general public on demand (and this may include local authorities from which your member group receives grants).
(d) Provide an Annual Return to the Charity Commission.

(3) Dependent upon the levels of your member group's income and/or expenditure, your Annual Return may be exceptionally short and simple. These levels will also determine whether or not your accounts are subject to independent examination, or (if you are a large charity) an audit. Please refer to the table of Reporting Requirements (within this document) for details.

b. Scotland.

(1) Your charity must meet the financial requirements set out by OSCR. These follow different legislation from that in England and Wales.

(2) You must:
- (a) Keep a set of proper records.
- (b) Draw up accounts annually.
- (c) Be prepared to have those accounts scrutinised by the general public on demand (and this may include local authorities from which your member group receives grants).

(3) The levels of your income and/or expenditure will determine whether or not your accounts are subject to independent examination, or (if you are a large charity) an audit.

(4) You must submit an annual return to OSCR – see their website (www.oscr.org.uk) for more information, or the table of reporting requirements in this document for further information on what to include.

c. Northern Ireland.

(1) Your charity must meet the financial requirements administered by Charity Commission NI. These follow different legislation from that in England and Wales.

(2) You must:
- (a) Keep a set of proper records.
- (b) Be prepared to have your accounts scrutinised by the general public on demand (and this may include local authorities from which your member group receives grants).

(3) The pack of booklets published by the Charity Commission was written with English Law in mind but there are references to Northern Ireland Charities which you should read. You should refer any specific accounting queries to the Charities Commission NI.

(4) You are not required to:
- (a) Complete an Annual Return.
- (b) Provide your accounts to HM Inland Revenue; unless requested.

General Matters of Financial Importance

a. Always check bills before payment.

b. Always keep your accounting records up-to-date.

c. Keep separate files for capital and revenue income and expenditure subjects and try to maintain files in chronological order.

d. Always write a letter of thanks to your donors.

e. Ensure that your bank or building society accounts mandates:

(1) Are kept up to date with current trustees as signatories.

(2) Require two trustees to sign in any withdrawal transaction.

(3) Require the two signatories to be unrelated.

(4) Record your Registered Charity Number (which should be included after or below your member group's title, on the chequebook).

(5) Provide you with bank statements at least monthly.

f. Open a deposit account in order that surplus funds accrue income.

g. Ensure that all your trustees have defined (and minuted) levels of authority to which individual trustees may commit your charity and ensure that they adhere to them.

h. Insist upon receipts for monies paid out and ensure they are properly filed.

i. Cash transactions must be recorded individually and offsets should not be permitted.

If in doubt, you can get more information from:
RDA National Office; or
The Charity Commission (www.charity-commission.gov.uk); or
The Office of the Scottish Charity Regulator (www.oscr.org.uk); or
The Charity Commission Northern Ireland (www.charitycommissionni.org.uk) or
HM Inland Revenue.

EXPENSES

1. Volunteers and staff MUST be reimbursed realistic expenses that they have incurred in performing duties for RDA UK or for member groups. Only actual expenditure should be reimbursed, but with the exception of travel expenses (for which rates are given below), it is acknowledged that standard levels of reimbursement applicable to all types of claims and all circumstances would be difficult to define.

Each part of RDA that is making a payment may therefore need to be flexible in establishing its principles for the reimbursement of expenses, which reflect the context and local situation.

2. General Principles. Everyone should adhere to the following principles that comply with existing and established practices:

a. No claimant may authorise payment of his or her own expenses claims.

b. All claims must be completed in ink, dated, and signed by the claimant. Where appropriate, supporting receipts should be attached to the claim form.

c. Expenses will only be reimbursed to the person incurring the expense, and will not be paid to a third party.

d. Reimbursement should normally be made by electronic transfer or cheque (in some cases it may be appropriate to make payments in cash and where this is the case they should be in exchange for a signed and dated receipt).

3. Procedures

Claimants should make claims in a timely manner and in the appropriate way to the relevant part of RDA, from which they are claiming expenses. Payments should be made as quickly as is practical (bearing in mind that the payer may have several claims to process).

4. Guidance on Levels of Payments

a. Travel by Car or Horsebox. Current RDA UK mileage rates are:

Travel by Car	40 pence per mile
Travel by Horsebox	45 pence per mile

b. Travel by Rail.

(1) RDA UK policy is that only the cost of second-class travel may be reimbursed (unless another basis has first been agreed with the Honorary Treasurer, Chief Executive, Regional or County Chairman, or Group Chairman, as appropriate).

(2) Rail travelers must always seek to take advantage of 'cheap-day', 'off-peak', 'away-day', 'travel-saver' tickets etc. where possible.

c. Travel by Air. RDA UK policy is that the cost of air travel (unless previously agreed with the Honorary Treasurer, Chief Executive, Regional or County Chairman, or Group Chairman, as appropriate) should not be reimbursed. Exceptions to this general rule are flights to and from Northern Ireland, Scotland, the Isle of Man and the Channel Isles – with prior agreement by the payment authority.

d. Accommodation and Meals. Arrangements for reimbursement should be agreed with the relevant payment authority before such expenses are incurred. RDA Policy is not to pay more than £10 per person for a lunch and £15 per person for an evening meal. Any claim for meals MUST be accompanied by the relevant receipts.

e. Incidental and other "out of pocket" expenses. These will include (but not exclusively) such items as telephone calls, stationery, postage and taxi fares. Reimbursement is by arrangement with the relevant payment authority.

If the projected cost of expenses is likely to exceed £200, prior authorisation must be obtained from the payment authority, otherwise reimbursement may be restricted to £200 and any excess paid personally.

5. "Extraordinary" Expenses

Expenses which are usually covered by an organisation include travel, food and accommodation. "Extraordinary" expenses are those which we would not normally expect to cover and may include:

- Gifts or items bought for a third party;
- Costs of animal care if away overnight (eg. horse or dog sitting).
- A more expensive form of travel, due to unforeseen or emergency circumstances

RDA's policy is only to cover such items by prior agreement, where possible. A claim for an extraordinary expense that is not an emergency **must** be agreed by the budget holder before the expense is claimed. If this is not agreed, RDA reserves the right not to cover the expense. In cases of emergency, RDA will endeavour to cover all reasonable extraordinary costs.

6. M6 Toll Policy

RDA recognises that the M6 Toll offers a time-saving and legitimate alternative to using the M6 to travel past Birmingham. However, it is also a relatively expensive road and therefore we have the following policy with reference to its use:

> We would not normally expect the toll road to be used between 10:00 and 15:00, between 20:00 and 06:00 or at weekends.
>
> However, we recognize that there may be times when traffic conditions make it prudent to use the toll road during these times, in order to avoid delays. In these cases, people should use their own judgement as to whether the toll road should be used.

7. Unclaimed Expenses

We recognise that in some regions and groups, volunteers choose not to claim expenses, as a way of saving RDA cost. This is a generous way of supporting the organisation and we thank volunteers who choose to do this. However, best practice would be to make sure that these costs are still accounted for, for a number of important reasons:

a) It is important that the culture does not develop whereby a new volunteer into a role feels unable to claim any expenses as this will exclude some people from volunteering. The principle that expenses are always paid must be adhered to.

b) Volunteers who donate their expenses are able to treat this as a donation of funds (which it is) and the recipient can claim Gift Aid, thereby "topping up" the sum by 25%. This is a legitimate and lawful way for the group to raise money.

c) The group should take care that the true cost of an activity is not hidden by the fact that the expenses for it are not claimed and therefore not calculated.

Should volunteers or staff wish to not claim expenses, RDA policy is for them to make a claim and donate the funds back to the Payment Authority.

FUNDRAISING

Groups can, and should, carry out fundraising activities to secure adequate resources for achieving the objects of the group.

Official guidance is provided by the Charity Commission in their publication entitled:
CC20 'Charities and Fundraising'
http://www.charity-commission.gov.uk/publications/cc20.aspx
The site provides comprehensive guidelines covering:

- Trustees; duties and responsibilities
- Fundraising self-regulation
- Fundraising and the law including:
  - public collections
  - gaming activities such as lotteries, raffles etc
  - event fundraising
  - broadcast and telephone fundraising
  - fundraising involving children
  - on-line fundraising
  - door-to-door and street collections
  - fundraising involving professional fundraisers
  - fundraising involving fundraisers (not professional ones) who are paid by the charity
  - fundraising involving commercial participators
- Fundraising issues
- Charities and commercial partners
- Further information, advice and resources

This webpage also provides links through to the most up to date **Codes of Fundraising Practice**.
These are guidelines which are regularly reviewed and published by the Fundraising Regulator
https://www.fundraisingregulator.org.uk/code

You should particularly note the following points:-

a. As the group is a registered charity, its registered charity number must appear on all literature and advertisements relating to a fundraising appeal.

b. RDA National Office strongly advises you to seek professional advice if you are contemplating any trading activity (see publication CC20).

SUNDRY GROUP INFORMATION

GROUP INSURANCE

RDA UK arranges the following insurance packages for the benefit of all member groups.

a. Public & Products Liability

b. Personal Accident (for staff and volunteers)

c. Trustee Indemnity

d. Employers Liability

e. Abuse

f. Legal Defence Costs for H&S / Consumer Protection

Member groups must pay in full the membership fee and insurance premium due to their region by 1st April in each year to obtain the benefit of Membership Insurances.

Member groups receive a Certificate of Insurance from RDA National Office in April of each year.

For more detailed information on the cover included within the insurance packages, please refer to the members section of the RDA website.

DATA PROTECTION

You may need to register under the General Data Protection Regulation (GDPR). You can obtain advice on general data protection queries, registrations/notification, or freedom of information direct from the Information Commissioner's Office (ICO).

Tel: 0303 123 1113

RDA GROUPS, RENTED FACILITIES AND FORMAL AGREEMENTS

Background

Many RDA Groups rent the space and/or building for their activities from a landlord. The details and practicalities of these arrangements vary from group to group and there is no "typical" way of doing things. However, in many cases there is either a straightforward arrangement of renting some land or building for an agreed fee, or there is an agreement to use certain facilities, in return for the landlord's right to use the groups' facilities and/or equines when they are not needed by the RDA.

Formalising the arrangement

It is important to note that RDA UK does not seek to change this in any way or to standardise the approach taken by groups. However, it is vital that there is a formal, written agreement between the group and its landlord. In many cases groups have taken the view that the arrangement they have is too simple or "small" to require a written agreement, but recent experience has shown an increasing number of incidences where no proper lease is in place.

RDA UK strongly recommends that groups should have a written document with any landlord. The principal reasons are as follows:

a) The document will define who is responsible for what. Although in many cases this is apparent because it has happened in a certain way for many years, it is prudent to define this, to make sure that it is fixed, if any circumstances should change. Additionally, it is easier to negotiate a change for a defined, written position.

b) The document will give your group some defined security of tenure. Not only does this give you the confidence of knowing how long you are able to stay at the site, it also allows you to plan for the future, after the lease expires. If the landlord changes, the lease will give some protection to your right to be at the premises (it should have a defined minimum notice period).

c) Grant-giving funders are unlikely to support your group if it does not have a lease (RDA UK does not give any grants to groups which do not have a written agreement with its landlord).

d) If you invest any of the group's funds in any facilities at the site, the responsibility and ownership of these facilities should be defined in the agreement (for example, if you pay for 50% of the cost of a new riding school surface, do you have any right to some refund if you leave the site after one year?) If this is not the case, you could be "in breach of trust".

e) Any professionally managed organisation should have a lease. As a group of volunteers, your group should still be managed professionally and the lease will demonstrate to your landlord and others that this is the case.

What should an agreement cover?

Each individual arrangement will vary and therefore the agreements will also vary. When drawing up an agreement, it is important to take legal advice (see below), however, as a minimum, the following issues should be covered:

- facilities/land to which the agreement relates
- specific times that the group is able to use the site
- any rights of access to RDA facilities (where applicable)
- rent that is payable (if there is no rent, this should be stated)
- system for regular reviews of this rent
- period (or term) that the agreement covers
- notice period (for both parties)
- clarification of insurance
- any special arrangements (e.g., use of a particular piece of equipment such as a mechanical horse)
- Any additional obligations on either party, in particular relating to caring for the ponies/horses (especially during times when the group is not operating)

Where can we get more help?

As stated above it is important to get legal advice when drawing up a lease.

- If your group has a "friendly" lawyer, they may be able to help.
- Group trustees can also contact the RDA Lawline on 0121 214 3681 for an hour's free legal advice on this (or any other) issue.
- RDA National Office will also be able to help and advice – please call us on 01926 492915.

LEGAL LAWLINE

Group trustees should be aware that RDA provides a legal Lawline for matters relating to the management of their group. The Lawline is provided free of charge to groups and allows a group trustee to get one hour's free legal advice over the telephone. The service is paid for by RDA UK and provided by RDA UK's lawyers – Anthony Collins in Birmingham.

Trustees should note that subsequent work undertaken by Anthony Collins on behalf of the group may incur a charge. Anthony Collins will, of course, discuss this with you before undertaking any work.

Groups in Scotland and Northern Ireland should note that there are some issues where we may need to refer you to lawyers in those jurisdictions (for example on issues about land and property). In these cases, please call National Office (Angela Sly – 01926 476 303) for more information.

The Legal Lawline can be reached by calling 0121 214 3681 and asking for Shivaji Shiva

RDA WEBSITE

This "Essentials of RDA Membership" has been developed to provide the fundamental requirements of a Member Group.

The RDA website provides a lot more information to support the everyday running of your group. Visit www.rda.org.uk/runningyourgroup and you will find everything you need; useful resources, forms, policies and contact details.

The "Running Your Group" section of the website is now divided into the following sections:

Accessibility Mark
Annual Returns
Carriage Driving
Classification
Coaching
Disclosure Checks
Dressage
Education
Endeavour
Endurance
Essentials of Membership
Events
GDPR
Group Fundraising Support
Governance
Group Orders
Health and Safety
Holidays & Days Out
Horses in RDA
Insurance
National Championships
New Participants
Proficiency Tests
Publicity Resources
RDA UK
Royal Visits
Safeguarding
Showing
Showjumping
Special Equipment
Therapy
Tracker
Vaulting
Volunteer Management
Volunteer Training

The website will be continually reviewed so that groups can be assured they have the most up-to-date information possible.

If you are struggling to find what you are looking for, or are unable to access the website, please contact National Office on 01926 492915.

APPENDIX 1: MEMBERSHIP AGREEMENT (UNINCORPORATED)

Note: this agreement is no longer in use due to all new groups being incorporated. However, existing unincorporated groups are still subject to this agreement. Also the "Membership Manual," as referred to, no longer exists and is now replaced by "Defined Operating Procedures" which are the procedures and standards defined by the Essentials of Membership and the RDA website ("Running your Group").

THIS MEMBERSHIP AGREEMENT is made the *[1] *[ ]* day of *[1] *[ ]* *in year* *[1] *[ ]*

BETWEEN:

[1] **THE RIDING FOR THE DISABLED ASSOCIATION** incorporating Carriage Driving (A Registered Company No 5010395, A Charity Registered in England & Wales (No 244108) and Scotland (No SC039473) of RDA, Lowlands Equestrian Centre, Old Warwick Road, Shrewley, Warwickshire, CV35 7AX acting by two of its Trustees for the time being (the Company")

[2] *[2][_____]

(a Charity registered under Charity *[3] _____of *[4]

acting by two of its Trustees for the time being

*[5]_____

of _____

and

*[5]_____

of_____ ("the Group")

RECITALS

(1) The Company is the national body representing a federation of charities whose objects are to provide disabled people with the opportunity to ride and/or to carriage drive to benefit their health and well-being (the Objects").

(2) Since 1970 the Company (and its predecessor, the Association) has promoted the Objects nationally and throughout the world and in so doing has acquired intellectual property rights in Its name logo membership manual and training methods and has had bestowed upon it Royal Patronage.

(3) The Group wishes to become a member of the Company and to enjoy the benefits of membership and Royal Patronage and it is one of the conditions of membership that the Group enters into this Agreement.

[1] Please insert day, month and year. [2] Please insert Group name. [3] Please leave blank ,to be completed following registration.

[4] Please insert Group address.

[5] Please insert full names and addresses of two Trustees authorised to sign this Agreement at Inaugural Meeting, e.g. Chairman & Secretary.

The parties have entered into this Agreement the day and year first before written:

1. **DEFINITIONS**

1.1	**"Membership Manual"**	The Company's byelaws and operations manual as updated from time to time.
1.2	**"Logo"**	The Company's logo a copy of which is set out in the Schedule and as may be amended by the Association from time to time.
1.3	**"Name"**	The Company's name that is to say 'The Riding for the Disabled Association incorporating Carriage Driving' sometimes known as and shortened to the Acronym 'RDA' (in such format font size and colour as may be determined from time to time by the Company).
1.4	**"Insurance Policy"**	The insurance policy or policies from time to time arranged by the Company in accordance with clause 3.3 hereof.
1.5	**"Insurance Premium"**	That part of the premium from time to time payable for the Insurance Policy which is apportioned to the Group.
1.6	**"Intellectual Property"**	Together the Name Logo Permitted Name Membership Manual and any copyright registered design trademark or other industrial or intellectual property right. subsisting in any one or more of the Name Logo Permitted Name and Membership Manual.
1.7	**"Board"**	The Board of Directors from time to time of the Company.
1.8	**"Annual Membership Fee"**	The Annual Membership Fee of the Company as determined from time to time by the Board.
1.9	**"Permitted Name"**	The name of the Group as set out on page 1 of this Membership Agreement.
1.10	**"Services"**	The Services described from time to time in the Membership Manual.
1.11	**"Expert"**	A solicitor qualified for more than ten years and experienced in the law relating to Charities.

2. **CONSIDERATION -** In consideration of payment of the Annual Membership Fee the Company grants to the Group a non-exclusive non assignable license to use for all purposes in connection with the furtherance of the Objects but not further or otherwise the Name Logo and Intellectual Property.

3. **THE COMPANY'S OBLIGATIONS -** The Company agrees with the Group whilst it remains a member:

   3.1 To provide the Group with a copy of the Membership Manual and any updates.

   3.2 To promote the Company and the Objects.

   3.3 To arrange Public Liability Personal Accident and Trustee Indemnity Insurance Policy or Policies with an insurer of repute to cover the Company the Group and other groups and its and their trustees for all such limits of indemnity as are deemed necessary in the absolute opinion of the Board subject to prompt payment by the Group of the Insurance Premium.

   3.4 To support the Group in its efforts to promote the Objects in such manner as the Company thinks fit.

   3.5 To provide the Group with advice guidance and assistance in relation to health and safety matters and to attaining the standards set out in the Membership Manual.

   3.6 To provide the Group with training advice and guidance in implementing the training methods set out in the Membership Manual.

   3.7 To provide the Group with information concerning the Company via the Company's newsletter (for the time being known as "RDA News") and any other medium operated by the Company.

   3.8 To provide such other services insurances support and guidance as are from time to time set out in the Membership Manual.

4. **THE GROUP** agrees with the Association throughout the duration of this Agreement:

   4.1 To promote the Objects.

   4.2 To comply with the Membership Manual and in particular to attain and maintain standards for health and safety and training set out therein.

   4.3 To ensure that all members of the Group whether volunteers or otherwise receive sufficient training to ensure compliance with the Membership Manual.

   4.4 Not to permit any person who has not been trained to the standards set out in the Membership Manual to assist in the provision of riding and/or carnage driving to Disabled People.

   4.5 To use the Name and Logo on all printed materials and other items produced for and/or on behalf of the Group.

4.6 To ensure that all letterheads stationery brochures promotional material and similar items include the words “A Member of the Riding for the Disabled Association Incorporating Carriage Driving – (A Registered Company No 5010395, A Charity Registered in England & Wales (No 244108) and Scotland (No SC039473)”

4.7 In all matters to act loyally and faithfully towards the Company.

4.8 To pay to the Company on the relevant payment dates:

4.8.1 The Annual Membership Fee.

4.8.2 The Insurance Premium.

4.8.3 Any other sums due for the supply of any Services as determined by the Company from time to time.

4.9. Not to cause or permit anything which may damage or endanger the Intellectual Property or the Company’s title to it or assist or allow others to do so.

4.10 To compensate the Company for any use by the Group of the Intellectual Property otherwise than in accordance with this Agreement.

4.11 On the expiry or termination of this Agreement forthwith to cease to use the Intellectual Property in any way or format.

4.12 Not to tamper with the Name Logo Permitted Name or Intellectual Property.

4.13 Not to use the Intellectual Property otherwise than as permitted by this Agreement.

4.14 Not to use any name or mark similar to or capable or being confused with the Name the Permitted Name or the Logo.

4.15 To use the Permitted Name as its only name.

4.16 To provide the Company with a certified copy of the Group’s adopted Constitution and satisfactory evidence that the Group has been registered as a Charity.

4.17 To supply the Company promptly with Census Returns and such other statistical information as may be requested from time to time.

4.18 To advise the Company forthwith of any act or event that causes the Group to cease to be a Charity.

4.19 If requested by the Company in writing to provide it with a copy of the Group’s Annual Return Trustees’ Report and Accounts sent (or which should be sent) to the Charity Commission or Inland Revenue (as may be appropriate) for any period or periods.

4.20 To co-operate fully with the reasonable requirements of the Regional and County Officers of the Company.

4.21 To provide the Company promptly with such information concerning the operation of the Group as it shall from time to time reasonably request.

4.22 To permit the Company's officers and/or employees at all reasonable times to enter any premises used by the Group to carry out such inspections as are deemed necessary and to inspect and take copies of the books of account of the Group and to do all other such things as may be necessary for the protection of the Company and/or its connection and reputation and the Intellectual Property.

4.23 Not to assign sub-license charge or otherwise deal with this Agreement in any way.

4.24 Not to cause or permit any breach of any Insurance Policy maintained under the provisions of this Agreement.

4.25 Forthwith to notify the Company of any claim or circumstances which might give rise to a claim under the Insurance Policy.

4.26 Not to replace alter amend or do any similar act or thing to the Group's adopted Constitution without the prior written consent of the Board.

4.27 Not to amalgamate merge take over or do any similar act or thing with any other member group organisation and/or body without the prior written approval of the Board.

4.28 To notify the Company forthwith of any change in the composition of the Trustees of the Group or any change of address of any Trustee.

5. **TERMINATION -** The Company may terminate this Agreement on giving 28 days notice:

5.1 On the occurrence of any of the following events which are fundamental breaches of this Agreement:

5.1.1 Failure to comply with the terms of any Default Notice (as defined in clause 5.4) within the time stipulated.

5.1.2 Failure to pay any sums due under this Agreement.

5.1.3 Any assignment or other disposal of this Agreement by the Group.

5.1.4 Any challenge by the Group to any part of the Intellectual Property.

5.2 If the Group engages in any conduct which in the opinion of the Company is/or might be prejudicial to the Company or brings or might bring it in to disrepute.

5.3 If the Group ceases to be a Registered Charity or changes its Objects so that they are materially different from those of the Company.

5.4 In the event of a breach by the Group of any of the provisions of this Agreement (other than a fundamental breach) the Company may serve a notice ("Default

Notice") requiring the breach to be remedied within a time limit stipulated in the notice.

6. **TERMINATION CONSEQUENCES**

6.1 On the termination of this Agreement the Group undertakes forthwith:

6.1.1 To destroy all stationery bearing the Name Permitted Name and/or Logo.

6.1.2 To cease to use the Intellectual Property.

6.1.3 To cease to use the Permitted Name.

6.1.4 To return to the Company all originals or copies of any documents and information in any form containing or covering in any way any part of the Intellectual Property.

6.1.5 To return all copies of the Membership Manual in the possession or control of the Group.

6.1.6 To pay to it any sums due to the Company.

7. **GENERAL**

7.1 The Company may without liability or reference to the Group grant a license to any entity on such terms as the Company in its sole discretion deems fit.

7.2 All the provisions of the Membership Manual as amended or revised from time to time or any new edition of it are incorporated into and form part of this Agreement as though fully set forth herein and in the event of any conflict the provisions of this Agreement shall prevail.

7.3 If at any time the Group shall cease to operate decide to dissolve or do any similar act or thing then after making provision for all outstanding liabilities the Group shall transfer any remaining assets and funds to the Company.

7.4 The parties agree that this Agreement may not be varied except in writing signed by duly authorised representatives of the parties.

7.5 In the event that any provision of this Agreement is declared by any court or other competent authority to be void voidable illegal or otherwise unenforceable in whole or part the remaining provisions of this Agreement shall remain in full force and effect unless the Company in the Company's discretion decides that the effect of the declaration is to defeat the original intention of the parties in which event the Company shall be entitled to terminate this Agreement upon giving 14 days notice to the Group.

8. **ARBITRATION AND JURISDICTION**

8.1 This Agreement shall be governed by and construed in all respects In accordance with the Laws of England and each party hereby submits to the non-exclusive jurisdiction of the English Courts.

8.2 Any dispute arising out of or in connection with this Agreement shall be referred to the Expert (acting as expert and not as an arbitrator) who shall be appointed by agreement between the parties or in default of agreement nominated on the application of either party to the President for the time being of The Law Society of England and Wales.

9. **NOTICES AND SERVICE**

9.1 Each of the parties shall give notice to the other of change or acquisition of any address telephone or facsimile No number as soon as practicable and in any event within 48 hours of such change or acquisition.

9.2 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by first class pro-paid post or facsimile transmission) to the Secretary for the time being of the Group or to the Chief Executive of the Company whichever is applicable.

9.3 Any notice or other information given by post pursuant to clause 9.1 which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted and proof that the envelope containing any such notice or information was properly addressed pre-paid registered and posted and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.

9.4 Any notice or other information sent by facsimile transmission shall be deemed to have been duly sent on the date of transmission provided that a confirming copy thereof is sent by first class pro-paid post to the other party at the address referred to in clause 9.1 within 24 hours after transmission.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written

SCHEDULE

SIGNED as a Deed for and on behalf of the Group by:

_____ _____

Trustee Trustee

_____ _____

NAME(in BLOCK CAPITALS) NAME(in BLOCK CAPITALS)

Witness' signature: _____

*Witness' full name: _____

Address: _____

_____

Occupation: _____

* *The witness must be over 18 years of age and independent, i.e.* ***NOT*** *a fellow Trustee of the Group or a relation.*

APPENDIX 2: MEMBERSHIP AGREEMENT (INCORPORATED)

THIS MEMBERSHIP AGREEMENT is made the [ ] day of
in year
BETWEEN:
[1] THE RIDING FOR THE DISABLED ASSOCIATION incorporating Carriage Driving (Registered Company No 5010395, Registered Charity Number 244108) of RDA, Lowlands Equestrian Centre, Old Warwick Road, Shrewley, Warwickshire, CV35 7AX acting by two of its Trustees for the time being (the Company")
[2] registered under Charity No.) whose registered office is at
(“the Group")

RECITALS

(1) The Company is the national body representing a federation of charities whose objects are to provide disabled people with the opportunity to ride and/or to carriage drive to benefit their health and well being (“the Objects").

(2) Since 1970 the Company (and its predecessor, the Association) has promoted the Objects nationally and throughout the world and in so doing has acquired intellectual property rights in Its name logo Defined Procedures and training methods and has had bestowed upon it Royal Patronage.

(3) The Group wishes to become a member of the Company and to enjoy the benefits of membership and Royal Patronage and it is one of the conditions of membership that the Group enters into this Agreement.

The parties have entered into this Agreement the day and year first before written:

1. DEFINITIONS

1.1 "Defined Procedures" The Company's byelaws and operations guidance and rules, as defined by the Company in “The Essentials of RDA Membership” document and within the “Running Your Group” section of the Company’s website and updated from time to time.

1.2	"Logo"	The Company's logo a copy of which is set out in the Schedule and as may be amended by the Association from time to time.
1.3	"Name"	The Company's name that is to say “The Riding for the Disabled Association incorporating Carriage Driving” sometimes known as and shortened to the Acronym 'RDA' (in such format font size and colour as may be determined from time to time by the Company).
1.4	"Insurance Policy"	The insurance policy or policies from time to time arranged by the Company in accordance with clause 3.3 hereof.
1.5	"Insurance Premium"	That part of the premium from time to time payable for the Insurance Policy which is apportioned to the Group.
1.6	"Intellectual Property"	Together the Name Logo Permitted Name Defined Procedures and any copyright registered design trademark or other industrial or intellectual property right subsisting in any one or more of the Name Logo Permitted Name and Defined Procedures
1.7	"Board"	The Board of Directors from time to time of the Company.
1.8	"Annual Membership Fee"	The Annual Membership Fee of the Company as determined from time to time by the Board.
1.9	"Permitted Name"	The name of the Group as set out on page 1 of this Membership Agreement.
1.10	"Services"	The Services described from time to time in the Defined Procedures.
1.11	"Expert"	A solicitor qualified for more than ten years and experienced in the law relating to Charities.

2. CONSIDERATION

In consideration of payment of the Annual Membership Fee the Company grants to the Group a non-exclusive non assignable licence to use for all purposes in connection with the furtherance of the Objects but not further or otherwise the Name Logo and Intellectual Property.

3. THE COMPANY'S OBLIGATIONS

The Company agrees with the Group whilst it remains a member:

3.1 To ensure the Group is made fully aware of the Defined Procedures and any updates.

3.2 To promote the Company and the Objects.

3.3 To arrange Public Liability Personal Accident and Trustee Indemnity Insurance Policy or Policies with an insurer of repute to cover the Company the Group and other groups and its and their trustees for all such limits of indemnity as are deemed necessary in the absolute opinion of the Board subject to prompt payment by the Group of the Insurance Premium.

3.4 To support the Group in its efforts to promote the Objects in such manner as the Company thinks fit.

3.5 To provide the Group with advice guidance and assistance in relation to health and safety matters and to attaining the standards set out in the Defined Procedures.

3.6 To provide the Group with training advice and guidance in implementing the training methods set out in the Defined Procedures.

3.7 To provide the Group with training advice and guidance in ensuring the Group is well governed and complies with relevant local charity legislation.

3.8 To provide the Group with information concerning the Company via the Company's regular communications, including (but not exclusively) the email newsletter, the annual Handbook, the magazine (for the time being known as "RDA News") and any other medium operated by the Company.

3.9 To provide such other services insurances support and guidance as are from time to time set out in the Defined Procedures.

4. THE GROUP agrees with the Association throughout the duration of this Agreement:

4.1 To promote the Objects.

4.2 To comply with the Defined Procedures and in particular to attain and maintain standards for health and safety and training set out therein.

4.3 To ensure that all members of the Group whether volunteers or otherwise receive sufficient training to ensure compliance with the Defined Procedures.

4.4 Not to permit any person who has not been trained to the standards set out in the Defined Procedures to assist in the provision of riding and/or carriage driving to Disabled People.

4.5 To act with due care and consideration of the welfare of the equines used by the Group

4.6 To use the Name and Logo on all printed and electronic materials and other items produced for and/or on behalf of the Group.

4.7 To ensure that all letterheads stationery brochures promotional material and similar items include the words "A Member of the Riding for the Disabled Association Incorporating Carriage Driving - Registered Company No 5010395, Registered Charity Number 244108".

4.8 In all matters to act loyally and faithfully towards the Company.

4.9 To pay to the Company on the relevant payment dates:

4.9.1 The Annual Membership Fee.

4.9.2 The Insurance Premium.

4.9.3 Any other sums due for the supply of any Services as determined by the Company from time to time

4.10. Not to cause or permit anything which may damage or endanger the Intellectual Property or the Company's title to it or assist or allow others to do so.

4.11 To compensate the Company for any use by the Group of the Intellectual Property otherwise than in accordance with this Agreement.

4.12 On the expiry or termination of this Agreement forthwith to cease to use the Intellectual Property in any way or format.

4.13 Not to tamper with the Name Logo Permitted Name or Intellectual Property.

4.14 Not to use the Intellectual Property otherwise than as permitted by this Agreement.

4.15 Not to use any name or mark similar to or capable or being confused with the Name the Permitted Name or the Logo.

4.165 To use the Permitted Name as its only name.

4.17 To provide the Company with a certified copy of the Group's adopted Constitution and satisfactory evidence that the Group has been registered as a Charity.

4.18 To supply the Company promptly with Census Returns and such other statistical information as may be requested from time to time.

4.19 To advise the Company forthwith of any act or event that causes the Group to cease to be a Charity.

4.20 If requested by the Company in writing to provide it with a copy of the Group's Annual Return Trustees' Report and Accounts sent (or which should be sent) to the Charity Commission, the Office of the Scottish Charity Regulator or HM Revenue and Customs (as may be appropriate) for any period or periods.

4.21 To co-operate fully with the reasonable requirements of the Regional and County Officers of the Company.

4.22 To provide the Company promptly with such information concerning the operation of the Group as it shall from time to time reasonably request.

4.23 To permit the Company's officers and/or employees at all reasonable times to enter any premises used by the Group to carry out such inspections as are deemed necessary and to inspect and take copies of the books of account of the Group and to do all other such things as may be necessary for the protection of the Company and/or its connection and reputation and the Intellectual Property.

4.24 Not to assign sub-licence charge or otherwise deal with this Agreement in any way.

4.25 Not to cause or permit any breach of any Insurance Policy maintained under the provisions of this Agreement.

4.26 Forthwith to notify the Company of any claim or circumstances which might give rise to a claim under the Insurance Policy.

4.27 Not to replace alter amend or do any similar act or thing to the Group's adopted Constitution without the prior written consent of the Board.

4.28 Not to amalgamate merge take over or do any similar act or thing with any other member group organisation and/or body without the prior written approval of the Board.

4.29 To notify the Company forthwith of any change in the composition of the Trustees of the Group or any change of address of any Trustee

5. TERMINATION

The Company may terminate this Agreement on giving 28 days notice:

5.1 On the occurrence of any of the following events which are fundamental breaches of this Agreement:

5.1.1 Failure to comply with the terms of any Default Notice (as defined in clause 5.4) within the time stipulated.

5.1.2 Failure to pay any sums due under this Agreement.

5.1.3 Any assignment or other disposal of this Agreement by the Group.

5.1.4 Any challenge by the Group to any part of the Intellectual Property.

5.2 If the Group engages in any conduct which in the opinion of the Company is/or might be prejudicial to the Company or brings or might bring it into disrepute

5.3 If the Group ceases to be a Registered Charity or changes its Objects so that they are materially different from those of the Company

5.4 In the event of a breach by the Group of any of the provisions of this Agreement (other than a fundamental breach) the Company may serve a notice ("Default Notice") requiring the breach to be remedied within a time limit stipulated in the notice.

6. TERMINATION CONSEQUENCES

6.1 On the termination of this Agreement the Group undertakes forthwith:

6.1.1 To destroy all stationery bearing the Name Permitted Name and/or Logo.

6.1.2 To cease to use the Intellectual Property.

6.1.3 To cease to use the Permitted Name.

6.1.4 To return to the Company all originals or copies of any documents and information on any form containing or covering in any way any part of the Intellectual Property

6.1.5 To pay to it any sums due to the Company.

7. GENERAL

7.1 The Company may without liability or reference to the Group grant a licence to any entity on such terms as the Company in its sole discretion deems fit

7.2 All the provisions of the Defined Procedures as amended or revised from time to time or any new edition of it are incorporated into and form part of this Agreement as though fully set forth herein and in the event of any conflict the provisions of this Agreement shall prevail.

7.3 If at any time the Group shall cease to operate decide to dissolve or do any similar act or thing then after making provision for all outstanding liabilities the Group shall transfer any remaining asset and funds to the Company.

7.4 The parties agree that this Agreement may not be varied except in writing signed by duly authorised representatives of the parties.

7.5 In the event that any provision of this Agreement is declared by any court or other competent authority to be void voidable illegal or otherwise unenforceable in whole or part the remaining provisions of this Agreement shall remain in full force and effect unless the Company in the Company's discretion decides that the effect of the declaration is to defeat the original intention of the parties in which event the Company shall be entitled to terminate this Agreement upon giving 14 days notice to the Group

8. ARBITRATION AND JURISDICTION

8.1 This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the non-exclusive jurisdiction of the English Courts.

8.2 Any dispute arising out of or in connection with this Agreement shall be referred to the Expert (acting as expert and not as an arbitrator nominated on the application of either party to the President for the time being of The Law Society of England and Wales.

9. NOTICES AND SERVICE

9.1 Each of the parties shall give notice to the other of change or acquisition of any address telephone or facsimile No number as soon as practicable and in any event within 48 hours of such change or acquisition.

9.2 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by first class pro-paid post or facsimile transmission) to the Secretary for the time being of the Group or to the Chief Executive of the Company whichever is applicable.

9.3 Any notice or other information given by post pursuant to clause 9.1 which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted and proof that the envelope containing any such notice or information was properly addressed prepaid registered and posted and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.

9.4 Any notice or other information sent by facsimile transmission shall be deemed to have been duly sent on the date of transmission provided that a confirming copy thereof is sent by first class pro-paid post to the other party at the address referred to in clause 9.1 within 24 hours after transmission

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written

SCHEDULE

SIGNED as a Deed by
Acting by:
Director
Director/Secretary

APPENDIX 3: TRUSTEE ANNUAL CHECKLIST

At the first meeting of trustees after a group AGM, the trustees should satisfy themselves that all RDA responsibilities for membership of the Association are in order. This checklist is intended as an *aide memoire* to remind group trustees of these requirements.

Write Y in box to confirm items in order or N if they are not, and make short comment on actions taken to address or support needed by trustees.

	Y/N	Comment
All group trustees have read the Essentials of RDA and are aware of their responsibilities		
The group trustees have membership clearly defined and keep an up-to-date list of members of the group		
Group Risk Assessment kept securely with group records, to include access, venue, facilities, resources and updated ***at least*** annually		
Group Accident/Incident Book readily available, with completion of all reports in line with RDA guidance and kept securely with group records		
First Aid kit readily available with up-to-date contents		
Name(s) of First Aider and Safeguarding Officer known at each session		
Group Insurance Certificate is displayed or available on request		
All rider/driver application forms complete and kept securely with group records		
Up-to-date list of all volunteers, with completed application forms, references and enhanced disclosure checks, kept securely with group records		
Volunteer Green Cards, completed as relevant, for all volunteers including teachers, helpers and parents who are active in group sessions		
Group Child / Adult at Risk Protection Policy Statement available for all to see		
All group coaches registered with National Office and trustees aware of their qualification level and when their reviews are due; ensuring sessions are run only by coaches within review date.		
All group coaches in possession of completed Passports, showing all training including their current safeguarding certificate.		

Completed by:

RDA Group			
Name:		Position in Group *(should be Trustee)*	
Signature:		Date:	

This checklist should be copied and returned with the confirmation of Trustees and Group Roles to National Office. The original should be retained on group files.