

VOLUNTARY MEMBERSHIP AGREEMENT

2024 - 2029

between

SKIPTON BID LIMITED

(the BID Company)

and

.....

(the Member)

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VOLUNTARY MEMBER'S AGREEMENT

Dated (as page 5)

Between

(1) SKIPTON BID (the BID Company) incorporated and registered with company number 6713115 whose registered office is 46A High Street, Skipton, North Yorkshire, BD23 1JP

(2)

Recitals

- A The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the **"BID Business Plan Fourth Term 2024-2029"** (hereafter referred to as the Business Plan).
- B The BID Levy is collected directly from the BID Levy Payers in the BID area.
- C The Member is not a BID Levy Payer but is a local business, organisation or individual that supports the objectives of the Business Plan and wishes to voluntarily contribute funds towards achieving the objectives of the Business Plan.
- D The purpose of this Agreement is to confirm the Contribution from the Member and a commitment from the BID Company that such Contribution shall be used towards achieving the measures set out in the Business Plan.

It is agreed:

1 Definitions

the Articles means the Articles of Association of the BID Company.

the BID means the Business Improvement District that operates in the BID Area which is operated by the BID Company.

the BID Area means the area detailed in the Business Plan.

the BID Levy means the charge to be levied and collected against the BID Levy Payers within the BID.

the BID Levy Payer(s) means the non-domestic rate payers responsible for paying the BID Levy.

the Business Plan means the plan voted for by the BID Levy Payers which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised via the BID Levy and voluntary contributions.

the Board means the Board of Directors of the BID Company.

the Contribution means the sum calculated at 1.5% of the rateable value for a BID Levy payer, based on the 2023 valuation, or £90 if the rateable value of the hereditament is under £6000. The sum as of 1st April each year paid annually.

the hereditament means the premises from which you run your business, chargeable to non-domestic rates.

2 Commencement and Duration

2.1 The terms of this Agreement shall take effect upon the date of this Agreement and, subject to clause 5, shall continue until 31st March 2029.

3 The Member's Obligation

- 3.1 The Member agrees to pay the Contribution to the BID Company.
- 3.2 The first payment of the Contribution shall be made the day after the date this Agreement is signed. Each subsequent payment shall be paid annually post 1st April for the remainder of this Agreement.
- 3.3 The Member confirms that it fully supports the aims and objectives of the BID Company as set out in the Business Plan and where it is directly within the control of the Member shall seek to assist the BID Company to achieve the said aims and objectives.

4 The BID Company's Obligation

The BID Company agrees:-

- 4.1 To use the Contribution only for the purposes of securing, procuring or providing any of the objectives, aspirations or measures set out in the Business Plan and generally meeting the administrative costs associated in doing so.
- 4.2 To formally admit the Member as an Voluntary Member of the BID Company and permit it such membership rights and representation within the BID Company or on the Board as the Articles permit.
- 4.3 To inform the Member if any material alteration is proposed or is made to the Business Plan.

5 Termination

- 5.1 This Agreement may be terminated by either party with immediate effect before the period specified in Clause 2 above upon the giving of written notice if:
 - (a) the Member becomes a BID Levy payer;
 - (b) there is a material alteration to the Business Plan; or
 - (c) the BID ceases or terminates.

5.2 The Member shall cease to be an Voluntary Member of the BID Company upon either:

- (a) termination of this Agreement; or
- (b) non-payment of the Contribution;

6 Third Party Rights

The Provision of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

7 Confidentiality

Both the Member and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information of a commercially sensitive nature (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the other party or other third parties which it shall have obtained, received or had access to as a result of the operation of the BID and/or BID Company.

8 Notices

- 8.1 Any notice or other written communication to be served or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party.
- 8.2 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business, it would have been received.

9 Miscellaneous

- 9.1 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 9.2 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated.
- 9.3 Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part or recital attached to this Agreement.
- 9.4 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

Signed by the parties or their duly authorised representatives on ...

Signed by Sarah Howsen

duly authorised for and on behalf of

SKIPTON BID LTD



Signed by

duly authorised for and on behalf of

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