

Friends of the Earth local action group charter

This charter forms an agreement between Friends of the Earth Limited and a group that wishes to be part of the Friends of the Earth network. Our shared values, how we work together, and policies are outlined in this charter. It must be signed by all local action groups on pages 1 and 7.

For groups who'd like to use the Friends of Earth branding and name, an additional Trademark Licence Agreement is found in Appendix A on page 7.

Agreement

This Agreement is made on the day of in the year between

1. Friends of the Earth Limited, a company limited by guarantee (company no 01012357) whose registered office is at The Printworks, 1st Floor, 139 Clapham Road, London, SW9 OHP ("Friends of the Earth") and
2. of
..... (Local action group)

Local action groups

Local action groups are people who have come together to campaign on environmental issues and environmental justice in their community. They work collaboratively with each other, and alongside partners, with a focus that can range from the very local to the global bigger picture. Local action groups are part of a larger network of similar groups across England, Wales, and Northern Ireland, and follow the guidelines, values and expectations set out in this document.

Local action groups work in partnership with the national Friends of the Earth organisation to promote our shared vision, whilst enjoying some autonomy in their campaigning activities. The parties will work in harmony with one another under a common set of values and behaviours outlined in this charter.

Definitions

For the purposes of this document “Friends of the Earth” refers to Friends of the Earth England, Wales, and Northern Ireland – the national Friends of the Earth organisation. “Local action group,” “The group” or “groups” refers to you - the Local action group signing this charter.

Our shared values

Local action groups and Friends of the Earth follow and act according to the following shared values.

We are:

Justice-centred: we understand the climate crisis disproportionately affects those least responsible for it and is linked to other social justice and rights issues. We understand many of us have benefitted from the mechanisms that have caused the crisis. To help right these wrongs, we must continue to learn and question our existing belief systems.

Inclusive: to build a fairer greener future for everyone, we need to make sure everyone can be involved. We work in a way that’s accessible, welcoming, and respectful of all. We reach out to people from communities that are under-represented, and we actively speak out against any form of discrimination.

Brave: we won’t solve the climate crisis by sticking to the status quo. We need to step out of our comfort zone to stand up for what we believe to be right. We’ll be open to new ideas, challenging ourselves to think and act innovatively. We won’t be afraid to fail and will learn from our mistakes.

Collaborative: we need to work together to tackle the climate crisis. In our local action groups, we enable members to take on leadership roles, we share responsibilities, and we create opportunities for people to get involved. We’re generous towards other movements and recognise the experience and value of others. We’re open to building bridges, uniting communities and people, supporting each other, and sharing our knowledge and skills.

Action-focused: we’re committed to securing action, and not settling for empty promises. Once a commitment is made, we’ll be there to make sure it’s seen through. And in our own campaigning, we’re committed to being active and creative to help maintain a vibrant and lively movement.

Fun: it’s a big crisis we’re facing, but that doesn’t mean we can’t have fun solving it. We’ll seek out the things we enjoy doing throughout our campaigning and work together to make our community action groups safe and exciting places for people. And we’ll build our resilience by looking after ourselves and each other.

A local action group must:

1. Actively campaign on environmental and/or justice and sustainability issues. Each local action group is free to determine its own campaigning activities and may choose to work on a Friends of the Earth national campaign, cooperate with other groups on a shared campaign, participate in a time limited mobilisation or project (such as a green event or campaign week of action), or self-organised local campaign or relevant issue - or a combination of these.
2. Be visible, maintain a public profile and provide regular meaningful opportunities for new people to get involved. Local action groups should hold regular meetings that new members can attend.
3. Engage in Friends of the Earth activities and provide Friends of the Earth with an update on the profile and activities of the group twice a year at least.
4. Have at least one named coordinator, who is the main point of contact between Friends of the Earth and the local action group and is responsible for ensuring the local action group stays aligned with this charter and the terms set out in the Trademark Licence Agreement if applicable. Beyond these duties, the local action group is free to distribute work as it wishes, and we encourage a working culture where everyone is contributing.
5. Maintain a culture of openness and inclusiveness, and actively work to ensure everybody feels included and involved in decision-making, regardless of identity or background.
6. Keep records of its finances and make them available for review by members of the group and Friends of the Earth if necessary. This is to ensure transparency and quick resolution in the case of any financial disputes.
7. Aim to promote and protect our shared reputation as Friends of the Earth.

Friends of the Earth will:

1. Provide information, support, training, and networking opportunities to help local action groups organise, campaign, and participate in national activities.
2. Enable local action groups to participate in the Friends of the Earth strategy and national campaigns planning.
3. Communicate regularly with local action groups about campaigns and important information and keep them informed about relevant Friends of the Earth planned activities (for example, in their vicinity).
4. Provide an initial response to enquiries as soon as possible, and within 5 working days at the latest.
5. Provide public liability insurance to cover normal local action group activities.

6. Provide grants that local action groups can apply for to support their campaigning activities.
7. Provide free resources to local action groups to support their local campaigning actions.
8. Promote local action groups on Friends of the Earth websites and through communication channels such as social media.
9. Welcome input from local action groups, seek feedback on resources and projects that directly affect them, and facilitate communication between groups to support collaboration and information sharing.
10. Champion and maintain the strength of local action groups.

Additional terms

Duration of agreement

This agreement begins as soon as it is signed and will continue for as long as the local action group and Friends of the Earth wish it to continue, or until it is terminated (see below).

Use of Friends of the Earth's trademark

The local action group can describe itself as part of the Friends of the Earth network of groups when representing itself locally. Unless specifically authorised to do so by Friends of the Earth, the local action group cannot claim to be acting on behalf of Friends of the Earth.

The local action group must only make use of the registered trademarked term “Friends of the Earth” (including any logo or device) in its name after signing a Trademark Licence Agreement (included as an appendix to this document) and strictly adhering to the guidelines as stated in the Trademark Licence Agreement.

Termination

All local action groups are expected to adhere to terms, values and behaviours set out in this charter, and the trademark licence agreement if they are using the Friends of the Earth name. Friends of the Earth reserves the right to remove the use of the trademark as referenced in the trademark licence agreement and discontinue any support given to a local action group contained in this agreement at any time without notice if a local action group does not adhere to the values and requirements laid out in this group charter.

Either party may terminate this agreement at any time.

If Friends of the Earth terminates this charter, then it will provide one month's notice in writing along with the reasons for the termination. Friends of the Earth may also terminate this agreement with immediate effect in the case of serious breaches of its values and expected behaviours at its sole discretion.

Acting within the law and in line with Friends of the Earth policies

The local action group shall ensure that all its activities are lawful and in agreement with Friends of the Earth policies and guidelines. These policies are summarised below and are available to view in full online.

- **Data protection**
Local action groups should ensure their activities are in line with the current regulations on data protection at all times.
- **Party political impartiality**
Local action groups must not endorse any political party or candidate at any time, nor work with any party or candidate during an election period.
- **Protest and non-violent direct action**
Local action groups are required to adhere to Friends of the Earth's policy on protest and non-violent direct action (NVDA). As such, they should not organise, promote, or participate in any unlawful activity.
- **Fundraising**
Local action groups must abide by the [Fundraising Regulator's Code of Fundraising Practice](#) when raising money, whether this money is meant to fund the group activities or intended to be donated to Friends of the Earth.
- **Safeguarding**
Local action groups must be aware of and work within Friends of the Earth's safeguarding policy, which covers work with children and at risk adults.

Acting respectfully

Local action groups must not engage in hostile action against any individuals, other parts of Friends of the Earth or its affiliated and related organisations that could jeopardise the reputation of Friends of the Earth.

In the case of disputes between local action groups, coordinators should contact their regional staff for guidance and be open to mediation to resolve issues.

Charitable status

Friends of the Earth assumes a local action group does not have charitable status at the time of signing this agreement. If at any time a local action group wishes to apply for charitable status or a group with existing charitable status wishes to sign this agreement, it must first discuss this with Friends of the Earth (as this is a very complex area with many specific rules). Charitable status places restrictions on political campaigning work which may make the requirement that local action groups campaign on environmental issues difficult to meet.

Agency and partnership

Local action groups are covered by Friends of the Earth's indemnity insurance, which covers what are considered to be normal group activities. If the local action group undertakes any activity that falls outside the activities specified in the insurance documentation, it is directly liable for such activity. Please speak to your regional staff if you are unsure as to whether a particular activity is covered.

Friends of the Earth and the local action group are not considered to be partners or joint venturers in legal terms. This means the group is not entitled to act as an agent or representative of Friends of the Earth, and Friends of the Earth is not liable for group actions outside the activities specified by its indemnity insurance.

Notices

Any notice to be served on either of the parties by the other shall be sent in writing (post or email) and shall be considered to have been received 1 week after sending.

SIGNED by

For and on behalf of Friends of the Earth

..... (Staff role here)

SIGNED by

For and on behalf of the local action group

..... (Group name here)

The small print:

Friends of the Earth Limited • 1st Floor, The Printworks, 139 Clapham Road, SW9 0HP • Tel 020 7490 1555 • Website friendsoftheearth.uk Company number 1012357, registered in England and Wales. Registered office is 1st Floor, The Printworks, 139 Clapham Road, SW9 0HP

Appendix A

Trademark licence agreement

Note: This Trademark Licence Agreement forms an agreement between Friends of the Earth Limited and a local action group who wishes to use the trademarked term 'Friends of the Earth' in its name. Its intention is to licence that trademarked term and provide clarity in how it may and may not be used, and it should be signed only by those who wish to use the Friends of the Earth trademark in their name. It is not intended to govern expected behaviour and values more broadly, and the Local Action Group Charter remains the primary document that all groups, whether using the Friends of the Earth name or not, should sign and adhere to.

This Trademark Licence is made on the day of in the year between

1. Friends of the Earth Limited, a company limited by guarantee (company no 01012357) whose registered office is at The Printworks, 1st Floor, 139 Clapham Road, London, SW9 0HP ("Friends of the Earth") and
2. of
..... (Local action group)

IT IS AGREED as follows

1. Definitions

In this Agreement the following terms shall have the following meanings:

- 'Brand guidelines': the brand guidelines shared with local action groups
- 'Local action group Charter: the code of conduct which shall outline the relationship between Friends of the Earth and local action groups;
- 'The Term': as set out in clause 5 of the Licence;
- 'Trademarks': the registered trademarks of Friends of the Earth

2. Recitals

- 2.1 Friends of the Earth is the owner of the Trademarks.
- 2.2 Friends of the Earth has the right to grant licences of the Trademarks.
- 2.3 The local action group and Friends of the Earth have agreed that a licence of the Trademarks be granted to the local action group on the terms set out in this Trademark Licence agreement

3. Grant

In consideration of the obligations and undertakings given by the local action group in this Licence Friends of the Earth grants to the local action group a non-exclusive, non-transferable, royalty-free licence to use the Trademarks for the Term on the terms set out in this Licence and in the local action group charter.

4. Reservation

Friends of the Earth reserves the right to grant similar licences of the Trademarks to other entities including (for the avoidance of doubt) to other groups which relate or are affiliated to Friends of the Earth.

5. Term

This Licence shall continue for as long as both parties adhere to terms set out in this unless terminated earlier, in accordance with clause 9 of the Licence.

6. Use and protection of the Trademarks

- 6.1 The local action group shall not during the term of this Licence or at any future time apply to register the Trademarks or any derivative of the Trademarks.
- 6.2 The local action group recognises Friends of the Earth's exclusive title to and ownership of the Trademarks and shall not claim any right, title or interest in the Trademarks or any part of it other than that granted under this Licence.
- 6.3 This Licence is personal to the local action group who shall not assign any rights granted to it under this Licence or grant any sub licence to any third party without the prior written consent of Friends of the Earth.
- 6.4 The local action group shall only use the Trademarks (and any related logo or device) in the form as directed by Friends of the Earth and shall adopt such of the Trademarks, or any new device, logo or mark as Friends of the Earth may on reasonable notice require.

7. Local action group not to use Friends of the Earth name

- 7.1 The local action group shall only make use of the Trademarks with the addition of the name of the group in the form as agreed with Friends of the Earth as stated in the brand guidelines.
- 7.2 Unless specifically authorised to do so by Friends of the Earth, the local action group shall not hold itself out as acting for or on behalf of Friends of the Earth or as being an agent or representative of Friends of the Earth.

8. Action against third parties

- 8.1 Friends of the Earth shall have the sole right to take action against third parties in respect of the Trademarks.
- 8.2 The local action group shall as soon as it becomes aware give Friends of the Earth full written particulars of and make no comment or admission in relation to any perceived breach of the Trademarks.
- 8.3 The local action group shall in no circumstances settle any claim or action against third parties without the prior written consent of Friends of the Earth.

9. Termination

- 9.1 Either party may for any reason terminate this Licence at any time on providing not less than one month's notice in writing to the other party, such notice to set out for information only the reason for termination.
- 9.2 Friends of the Earth may terminate this Licence immediately by notice in writing and without the requirement for a one month notice period if the local action group is in breach of any of its obligations under this Agreement or in relation to the terms of the Community Group Charter.

10. Termination consequences

On termination of this Agreement the local action group shall discontinue all use of the Trademarks and any of its derivatives, return or destroy (at Friends of the Earth's absolute discretion) all templates or materials containing the Trademarks and in the case of electronic copies, permanently delete them, and to execute such instruments as may be required to give effect to this clause or to confirm Friends of the Earth's title to the Trademarks

11. No waiver

No waiver by Friends of the Earth of any of the local action group's obligations under this Agreement shall be effective unless made by Friends of the Earth in writing nor shall any waiver by Friends of the Earth in respect of any breach be deemed to constitute a waiver of or consent to any subsequent breach by the local action group of its obligations.

12. Severability

In the event that any provision of this Agreement is declared void, voidable or illegal the remaining provisions shall continue to apply.

13. Governing law

This Agreement shall be governed by the law of England and Wales in every particular including formation and interpretation and shall be deemed to have been made within England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

SIGNED by

For and on behalf of Friends of the Earth

..... (Staff role here)

SIGNED by

For and on behalf of the local action group

..... (Group name here)