



Angus Tourism Cooperative Limited Members Agreement

BACKGROUND

- (A) The parties to this Agreement have formed a consortium cooperative for the purpose of carrying on business by working collaboratively to improve the tourism offer in Angus and to promote the area as a visitor destination.
- (B) The parties to this Agreement therefore wish to record in writing the agreement they have reached as regards the arrangements relating to membership of the cooperative consortium and the respective rights and obligations of the parties.

1. Purpose of the Cooperative

- 1.1 The Cooperative shall carry on business by working collaboratively to improve the tourism offer in Angus and to promote the area as a visitor destination in particular through:
- bringing together Angus businesses involved in the tourism industry to encourage collaboration and strategic alignment;
 - creating an influential, collective voice to represent Angus at a regional and national level;
 - developing and leading a tourism strategy for Angus;
 - agreeing a strategic marketing plan to promote Angus as a visitor destination;
 - enabling members to act together to identify new business opportunities;
 - providing opportunities for members to share their views and experience, and to network and collaborate;
 - supporting businesses to increase capacity and capability in a manner which is consistent with the ethos and principles of the cooperative business model.

2. Membership applications

- 2.1 An individual or body eligible for membership or associate membership under the Articles (such that they carry on, or propose to carry on, business or to operate within or in support of the tourism sector in Angus) who/which wishes to become a member shall lodge with the Cooperative a written application for membership (in such form as the directors require), signed by him/her or (in the case of a corporate body) signed on its behalf by an appropriate officer of that body; an applicant shall also lodge a remittance to meet the annual membership subscription.
- 2.2 The directors shall be entitled at their discretion to decline to admit to membership any individual or body applying for membership under the provisions of the Articles.
- 2.3 Each application for membership shall be considered by the directors or a sub-committee of the directors as soon as reasonably practicable after receipt by the Cooperative of the written application.
- 2.4 The directors shall notify the applicant in writing (this includes by email) of the directors' decision as to whether or not to admit him/her/it to membership.

- 2.5 The directors shall maintain a register of Members which shall be available on request.

3. Membership subscription

- 3.1 An annual membership subscription shall be payable by Members at such rates and on such dates as the directors shall determine from time to time.
- 3.2 The directors shall have the discretion to revise the subscription rates (either up or down) from time to time as appropriate.

4. Withdrawal and Expulsion from Membership

- 4.1 Any Member who wishes to withdraw from membership shall lodge with the Cooperative a written notice of retiral (in such form as the directors require); subject to Clause 4.2, the Member shall cease to be a member with effect from the date one month following the date of receipt of the notice by the Cooperative.
- 4.2 For a period of one year upon withdrawal from membership, a Member shall not set up or seek to set up a trade body or similar organisation to represent the tourism sector in Angus.
- 4.3 A Member's membership may be terminated by the passing of a special resolution of the members in accordance with the Articles.

5. Duties of the Cooperative to its Members

- 5.1 The directors of the Cooperative shall use reasonable endeavours to ensure that the Cooperative fulfils its purpose as set out in Clause 1 of this Agreement, generally acts in the best interests of its Members and communicates as appropriate with Members in achieving these aims.

6. Duties of Members to the Cooperative

- 6.1 The Members agree that:
- they shall use their best endeavours to ensure that the Cooperative is a well governed, effectively managed and financially sound body;
 - the main purpose of the Cooperative is to benefit the Members and future Members through providing one voice, a forum for discussion and an information source, for the businesses and organisations involved in the tourism sector in Angus; and
 - the Cooperative provides the Members the ability to operate their own businesses and

organisations independently whilst also operating in a collaborative manner through the Cooperative for the furtherance of the tourism sector as a whole in Angus.

- 6.2 Each Member agrees that its obligations include:
- 6.2.1 promoting the aims and principals of, and membership of, the Cooperative as appropriate;
 - 6.2.2 using all reasonable endeavours to ensure that relevant quality standards are reached and maintained;
 - 6.2.3 reporting to the Cooperative as soon as is reasonably practicable in respect of any relevant matters and, in particular that which may be of detriment to the Cooperative's interests;
 - 6.2.4 using all reasonable endeavours to contribute in the agreed manner to the general running of the Cooperative, as has been agreed by the Members;
 - 6.2.5 acting reasonably and respectfully towards the other Members of the Cooperative;
 - 6.2.6 avoiding taking any action that may bring the Cooperative into disrepute;
 - 6.2.7 paying subscription rates timeously on an annual basis as prescribed by the directors; and
 - 6.2.8 giving notice of intention to withdraw from the Cooperative;
 - 6.2.9 acknowledging that any failure to meet the above obligations may result in expulsion from the membership under the provisions of this Agreement.
- 6.3 Each Member shall ensure that the Cooperative shall not, and the Cooperative undertakes that it shall not, carry out the following without either the consent of 75% of those Members in attendance at the general meeting at which the matter is voted on or the prior written consent of 75% of the Members:
- 6.3.1 change (by whatever means) the nature of the business of the Cooperative;
 - 6.3.2 change the name of the Cooperative;
 - 6.3.3 enter the Cooperative into a partnership, joint venture or other profit sharing agreement or collaboration;
 - 6.3.4 initiate conduct, settle or abandon any claim, litigation, arbitration or other proceedings involving the Cooperative or any admission of liability by or on behalf of the Cooperative;
 - 6.3.5 take part in any transaction with any person otherwise than at arms length and for full value; or
 - 6.3.6 take any steps directed towards the winding-up of the Cooperative or do any act or thing the effect of which could result in the winding-up of the Cooperative.

7. Cooperative Business

- 7.1 The Members shall meet in accordance with the provisions of the Articles, or as otherwise agreed between the Members from time to time.
- 7.2 A Member may appoint a proxy to attend and vote on its behalf at a Member meeting if it is unable to attend, in accordance with the Articles.
- 7.3 Each Member shall have only one vote in any decisions made by the membership.
- 7.4 The Cooperative's directors shall be responsible for managing and operating the Cooperative on a day-to-day basis.
- 7.5 The directors may, at their discretion, establish and maintain sub-committees and project groups and may delegate matters to such sub-committees and groups.

8. Termination

- 8.1 This Agreement terminates immediately upon the occurrence of any of the following events:
 - 8.1.1 the passing of a resolution for the winding up of the Cooperative; or
 - 8.1.2 the appointment of a receiver or liquidator over the whole or any part of the assets of the Cooperative or the making of any arrangement with the creditors of the Cooperative for the affairs, business and property of the Cooperative to be managed by a supervisor.
- 8.2 Following the passing of a resolution for the winding-up of the Cooperative, the Members shall endeavour to agree a suitable basis for dealing with the interests and assets of the Cooperative in accordance with the Articles and shall endeavour to ensure that:
 - 8.2.1 all existing contracts of the Cooperative are performed so far as resources permit;
 - 8.2.2 no new contractual obligations are entered into by the Cooperative; and
 - 8.2.3 the Cooperative is wound up as soon as practicable.

9. No Partnership

- 9.1 The Members are not in partnership with each other nor are they agents of each other.

10. Notices

- 10.1 Any notice required to be given under this Agreement must be given or served in writing (which, for the avoidance of doubt, shall include email).

11. Amendment

- 11.1 This Agreement may be amended at any time by written agreement of 75% of Members, failing which, 75% of those Members to respond to any proposal for amendment issued by the directors.
- 11.2 Each Member is entitled to an up-to-date version of this Agreement on request.