National Federation of Shopmobility

Membership Application

Annual Fees for 2020: main schemes £220
Satellites £55
Shopmobility Application

Contact Details

Name of main contact at shop

.................................................................

Email address for Shop Contact

.................................................................

Telephone for Shop Contact

.................................................................

Scheme Name and Address .................................................................

........................................................................................................

........................................................................................................

........................................................................................................

................................................................. Postcode ............................

Invoicing Address (if different).................................................................

........................................................................................................

........................................................................................................

........................................................................................................

................................................................. Postcode ............................

Name of invoicing contact (if different)

.................................................................

Email address for Invoicing Contact

.................................................................
Telephone for Invoicing Contact____________________________

Website address____________________________________________________________

Insurance provider______________________________________________________

Are you happy to receive copies of Ability Needs magazine quarterly (they are free) to give to your clients and how many copies? ________

How many copies of the NFSUK directory would you like to order (these are free to you and you can choose to charge your clients anything up to the RRP on the front cover)? ________

**Running of Scheme**

<table>
<thead>
<tr>
<th>Number of scooters</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Class1</td>
<td></td>
</tr>
<tr>
<td>Class2</td>
<td></td>
</tr>
<tr>
<td>Class3</td>
<td></td>
</tr>
</tbody>
</table>

| Number of power chairs |   |
| Number of Manual chairs |   |

When did your scheme open? (or anticipated opening date)

Day ........ Month .......................... Year ........................

If you have been running your scheme for longer than a month:

<table>
<thead>
<tr>
<th>Number of hires</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Per yr</td>
<td></td>
</tr>
<tr>
<td>Per month</td>
<td></td>
</tr>
<tr>
<td>Per week</td>
<td></td>
</tr>
</tbody>
</table>

Do you charge for hire and if so what’s the average hire cost? Please inc. any membership fee.

..........................................................................................................................

Do you offer long term hires?........... If so what’s the average length of hire?............

Number of registered users?.............

Annual turnover (if you have been running less than a year please project turnover based on turnover so far, or estimate)

.................................................................
What is the average spend of your clients on their shopping per trip – this includes anything they spend whilst on a scooter from your shop, shopping, café lunch, etc.

Your Shop

How are you run?

<table>
<thead>
<tr>
<th>Council Run</th>
<th>Owned business</th>
<th>Charity</th>
</tr>
</thead>
</table>

Charity number? ..........................
Combination/other please state:

Is your building:

<table>
<thead>
<tr>
<th>Independent purpose built?</th>
<th>Located within a car park?</th>
<th>Located in a shopping centre?</th>
<th>Other please state?</th>
</tr>
</thead>
</table>

Does your shop have:

<table>
<thead>
<tr>
<th>Disabled WC facilities?</th>
<th>Car parking?</th>
<th>Blue Badge Parking?</th>
<th>At what distance from the store is the blue badge parking?</th>
</tr>
</thead>
</table>

How many paid employees work in the shop?

How many volunteer currently in the shop?

Is shopmobility your main business:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no is your main business retailing?</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>
Do you provide any other services? Please list (such as shopping companions, delivery services)

...........................................................................................................................................................................
...........................................................................................................................................................................
...........................................................................................................................................................................
...........................................................................................................................................................................

Funding Breakdown

Please list how your scheme is funded in £’s (this is only used

<table>
<thead>
<tr>
<th>Main Funding LA grants</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Donations other grants</td>
<td></td>
</tr>
<tr>
<td>Membership and fees</td>
<td></td>
</tr>
<tr>
<td>Sponsorship</td>
<td></td>
</tr>
<tr>
<td>fundraising</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

Satellites

Satellite Schemes are classed as schemes that are run together with a main scheme but have separate premises with their own bills. If, for instance you have a mobile unit that houses scooters and people hire directly from it this would be a satellite, but if your local department store houses two of your scooters for their customers this would not be classed as a satellite. If you are unsure if you have a satellite scheme please get in touch and we’ll check on the circumstances.

Please list the contact name, scheme name, address, telephone number and email for all satellite schemes, continue on a separate sheet if needed. Please label each separate sheet with the main scheme name and contact as listed on the main application. (Satellite schemes are charged at £50 a year to extend the NFSUK benefits to the separate location(s) including the issue to them of a membership pack and certificate.)

...........................................................................................................................................................................
...........................................................................................................................................................................
...........................................................................................................................................................................
...........................................................................................................................................................................
...........................................................................................................................................................................
...........................................................................................................................................................................
...........................................................................................................................................................................
...........................................................................................................................................................................
...........................................................................................................................................................................
Have you read the BHTA Code of Practice? .......................... 

You can find a copy at www.bhta.com/code_of_practice

Do you agree to be held accountable by it (please sign your agreement)?

Signature ................................................................. Name .................................................................

Date .................................................................

BHTA CODE OF PRACTICE COMPLIANCE SUMMARY:

• Undertake to comply with the Code of Practice (version February 2015);

• Will ensure all staff receives a copy and are informed of the obligations this places upon you;

• Have in place a written complaints procedure that includes timescales, and attach priority to resolution of any complaints received;

• Will furnish customers, on request, with a copy of the full Code of Practice;

• Will display the BHTA Code of Practice poster and the BHTA TSI Approved Code logo at locations visited by members of the public;

• Will protect deposits and pre-payments.

• Will submit to any procedures attached to the Code of Practice for the handling of complaints against your business;

• Acknowledge that the Code provides for any complaint against your company that cannot be resolved through the conciliation steps will be referred to the Independent Arbitrator, and where this occurs, the Arbitrator’s decision will be binding on your organisation/business.

The membership is annual and runs from January – December. If you are joining part way through a year your membership will be charged pro-rata. Full annual membership is £200 per shop. If you run more than one scheme these must also be covered and listed, please list all others under Satellites these will be charged at £50 per annum.

By completing this application and returning it you are requesting to be invoiced for membership to the National Federation of Shopmobility to your invoice address listed above. Once your application has been reviewed and accepted your invoice will be issued.
Membership to the NFSUK includes many benefits you will find a list attached to this application. Should you require further explanation of any of the benefits or if you require any assistance completing this application please call 01933 229644 or email Shopmobility@bhta.com.

Shopmobility NFSUK membership benefits

- Authorisation to use the Shopmobility word and symbol (UK Registered Trademark No. 2185606) on promotional and other material, as well as the BHTA TSI approved code shopmobility logo, adding to your public credibility.
- Use of the Shopmobility word and symbol ™ on highway signs to your scheme, meeting the Department for Transport criteria.
- Credibility and support from being part of the BHTA Code of Practice, part of the Consumer Codes Approval Scheme (CCAS), the only code in the industry approved by the Chartered Trading Standards Institute.
- Certificate of membership valid for the year of issue.
- Inclusion in the Federation’s on line directory with full details of services listed on the website (and printed directory where available).
- Access to preferential insurance rates for your Shopmobility scheme.
- Shopmo Shuttle online magazine circulated quarterly, bringing you news views and tips from the industry and each other.
- Access to information and advice, including:
  - updates and news on up-coming events
  - information about changes to relevant legislation and regulations scheme news and information pages in a members-only area of the NFSUK website www.nfsuk.org.
  - access to the NFSUK Facebook Group, enabling you to communicate with other Shopmobility schemes, share stories, images and ideas
  - access to 30 minutes of free legal advice from George Green Solicitors
  - access to an independent mediation service run by the BHTA, to deal with any complaints or issues that arise
- Opportunities to network with other Schemes through regional meetings with NFSUK/BHTA support, and to attend other centrally arranged events relevant to Shopmobility.
- Discounted training, with member-only rates for BHTA training courses.
- Access to a range of discounts and benefits for your professional and personal life through BHTA Advantage. This offers you savings on a wide range of goods and services, including office supplies, utilities, cinema tickets, holidays/short breaks, and breakdown cover.
- Eligibility to enter the Tom Hiller Award for 2016 exceptional Shopmobility scheme.
TRADE MARK AUTHORISED USER AGREEMENT

This Trade Mark User Agreement (this “Agreement”) is made as of this First day of Jan 2016 (the “Effective Date”) by and between:

The National Federation of Shopmobility UK, Company Limited by Guarantee having its Registered Office at 2-4 Meadow Close, Ise Valley Ind. Est. Wellingborough, NN8 4BH, (“NFSUK”) and,

………………………………………………………………………………………………………………………………………………*(the “Scheme”).
(*Please insert your legal Scheme name and address in the spaces above)

WHEREAS, NFSUK is the owner of all right, title and interest in and to United Kingdom Trade Mark No 2185606, a collective trade mark for use with Shopmobility services (the “Mark”); and

WHEREAS, the Scheme desires to use the Mark in connection with its services as defined herein; and

WHEREAS, NFSUK has determined that the Scheme fulfils certain minimum service standards and criteria necessary for the use of the Mark as defined herein and is willing to grant the Scheme the right to use the Mark solely in accordance with the terms and conditions set forth herein;

NOW THEREFORE, NFSUK and the Scheme hereto agree as follows:

1. **Definitions**

   As used in this Agreement, the following terms shall be defined as follows:
“Regulations” means the minimum standards and criteria set out in Schedule 1 hereto, which standards and criteria form the conditions of use of the Trade Mark.

“Services” means transport and other services for people with impaired personal mobility, including the provision of mobility equipment such as wheelchairs and scooters and the provision of escorts, sighted guiding and signing.

“Trade Mark” means the Shopmobility word and logo mark reproduced in Schedule 2 hereto, which mark has been registered as United Kingdom Trade Mark No 2185606.

2. **Authorised Use**

   (a) NFSUK hereby grant the Scheme the non-exclusive right to use the Trade Mark solely in connection with the Services.

   The Scheme shall not have the right to assign, transfer or sublicense any of the rights granted hereunder, except upon the prior written consent of NFSUK, which consent shall be given at the sole discretion of NFSUK.

   (b) Reference to the use of the Trade mark in Clause 2(a) and in all other clauses of this Agreement means the use of the word “Shopmobility” and symbol solely in the conjunction reproduced in Schedule 2. The use of the Trade Mark does not extend to the word “Shopmobility” or symbol when written separately whether alone or in combination with any other word(s), logo(s) or sign(s).

3. **Scheme Obligations**

   (a) The Scheme acknowledges that if the Services it offers fall below the standards and criteria set down in the Regulations then NFSUK’s significant good will in the Trade Mark may be diminished or impaired, and the Scheme hereby undertakes to ensure that it, its Officers, employees and volunteers will cease using the Trade Mark if the Scheme’s Services no longer meet the standards and criteria of the Regulations.

   (b) Subject to Section 4, if at any time NFSUK is of the opinion that the Scheme’s Services no longer meet the standards and criteria of the Regulations, NFSUK may give notice to the Scheme of such non-compliance. Upon receipt of such notice the Scheme shall immediately cease to use the Trade Mark until the Scheme has satisfied NFSUK that its Services again meet the standards and criteria of the Regulations.

   (c) The Scheme shall use the Trade Mark in the form set out in Schedule 2. The Scheme further agrees that it will not use or attempt to register in the United Kingdom during the Term or at any time thereafter any mark consisting of or containing the Trade Mark, except as specifically permitted by this Agreement.

   (d) The Scheme recognises and acknowledges that the Trade Mark and all rights therein and good will pertaining thereto belong exclusively to NFSUK and that all rights resulting from the Scheme’s use of the Trade Mark as permitted hereunder inure to the benefit of NFSUK.
(e) The Scheme agrees to immediately notify NFSUK in writing in the event (i) any legal action is instituted against the Scheme which is solely related to the use of the Trade Mark, or (ii) the Scheme becomes aware of any infringement or illegal use by any third party of the Trade Mark. The Scheme shall cooperate fully with NFSUK in stopping such infringement or defending or initiating such legal action. NFSUK, at its sole discretion, shall determine whether or not action shall be taken in relation to any infringement of the Trade Mark and NFSUK’s determination shall be final. The Scheme shall not be entitled to compel NFSUK to bring any action or other legal proceedings on account of such infringement, nor shall the Scheme be entitled to bring any such action or other legal proceedings. NFSUK shall not be liable for any loss, cost, damage or expense suffered or incurred by the Scheme as a result of the failure or inability of NFSUK to take any action or other legal proceedings in respect of such infringement.

4. **Term and Termination**

   (a) The term of this Agreement shall run from the Effective Date of the Agreement and continue for one year, at which point this Agreement terminates (the “Term”).

   (b) Without prejudice to any other rights, NFSUK shall have the right to terminate the Agreement, at NFSUK’s option, upon written notice to the Scheme at any time (i) if the Scheme’s Services fail to meet the standards and criteria of the Regulations, or (ii) if the Scheme fails to meet any other material term of this Agreement.

   (c) Upon the expiration or termination of the Agreement, all rights of the Scheme under this Agreement in the Trade Mark shall terminate immediately and revert to NFSUK. The Scheme shall discontinue all use of the Trade Mark and shall have no further right to use the Trade Mark.

5. **Indemnification**

   The Scheme will defend, indemnify and hold harmless NFSUK from and against any loss, damages or liability resulting from claims by third parties based on alleged shortcomings or failures of the Scheme’s Services, whether or not arising in respect of the use of the Trade Mark therewith or resulting from any acts or omissions of the Scheme or its Officers, employees or volunteers.

6. **Notices**

   All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered or sent to NFSUK or the Scheme at their respective addresses set out below:

   **To NFSUK:**

   **Attention: Secretary**
Address: 2-4 Meadow Close, Ise Valley Ind. Est. Wellingborough, NN8 4BH.

To Scheme: Attention:*

Address:*

or at any such other addresses as either party may from time to time designate to the other in writing. Any notice given shall be deemed to have been received on the date on which it is delivered.

(*Please insert name and address to be used for delivery in spaces indicated above)

7. **Disputes**

All disputes arising with respect to the Agreement shall be governed by the laws of England and Wales.

8. **Entire Agreement**

This Agreement contains the entire agreement between NFSUK and the Scheme and supersedes any prior agreement or understanding relating to the subject matter hereof. The Agreement may not be altered or modified in any way except by in writing signed by NFSUK and the Scheme and dated subsequent to the Effective Date hereof.

IN WITNESS WHEREOF NFSUK and the Scheme have executed this Agreement as of the date first written above.

**NFSUK**

Signature:………………………………………..

Name:….Andrew Stevenson………………..

Title: Interim Director General

Date:……………………………………..

**SCHEME**

Signature:………………………………………..

Name:…………………………………………

Title:…………………………………………

Date:……………………………………..
**SCHEDULE 1:**

The Regulations (list of standards and criteria).

**SCHEDULE 2:**

The Trade Mark (“Shopmobility and logo”).

The NFSUK logo.

**SCHEDULE 1: The Regulations (list of standards and criteria):**

Your Scheme must be able to conform to the BHTA Code of Practice and returned a signed application form in order to use the NFSUK logo and Trade Mark. In addition to this in order to use the Trade Mark on highway signs, you must also be able to answer “yes” to all the following:

1. That your Scheme is open to all people with mobility impairments, whether temporary or permanent, regardless of age, gender, race, sexual orientation or place of residence;
2. That your Scheme has both manual and powered wheelchairs / scooters available;
3. That car parking is available within a distance of 40 metres or less, or you operate a delivery system;
4. That there is car parking available for Blue Badge holders and non-Blue Badge holders who use your Scheme;
5. That your Scheme operates for a period of at least four hours on normal shopping days, excluding Sundays and Bank Holidays;
6. That you publicise your Scheme’s opening and closing times.

**SCHEDULE 2: The Trade Mark (“Shopmobility and logo”) and the NFSUK logo:**

![Shopmobility logo](image-url)

The Shopmobility word and symbol is a UK Registered Trademark No 2185606
Subject to the signature and return of this Agreement to NFSUK, the Marks can be made available in a range of formats upon NFSUK receiving written request (by email or letter). Our logo and trade mark may not be altered in anyway or copied. They must be used in the format shown here. This is to make sure our members are easily identifiable.