

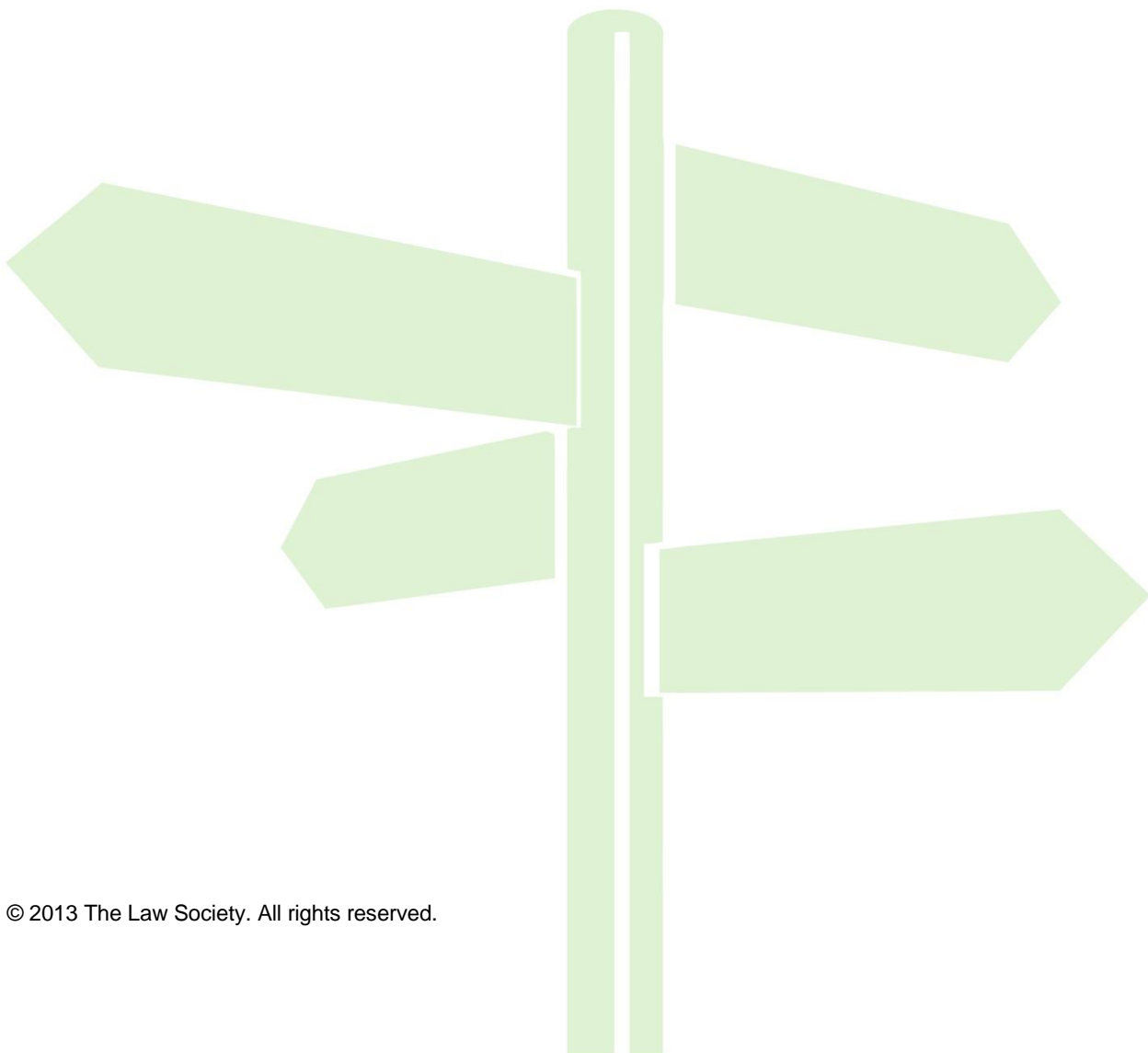


The Law Society

# **Junior Lawyers Division local group handbook**

Setting up and running a local JLD group

January 2019



# The Junior Lawyers Division explained

## 1.1 Introduction

The Junior Lawyers Division of the Law Society of England and Wales (the "**JLD**") was established in January 2008 in partnership with the Law Society and the former national organisations: the Trainee Solicitors' Group ("**TSG**") and the Young Solicitors' Group ("**YSG**"). The creation of the JLD was an initiative at a national level only. Despite this many local groups opted to rebrand and become local JLDs. The JLD is run on a national level by an [executive committee](#) made up of junior lawyers who are elected by the national representatives of each local group.

The national JLD is the representative voice of its members, with the right to speak independently, and lobbies the Law Society, the SRA and other institutions both in private and in the legal press, on issues relating to its membership. Membership of the national JLD is free and automatic for those falling into the JLD membership criteria:

- LPC students and graduates, including those working as paralegals;
- trainee solicitors; and
- solicitors up to five years qualified.

## 1.2 Membership of the JLD

As a member of the JLD you can look forward to benefits such as:

- free forums which take place throughout the UK and provide educational speakers and career advice;
- CV clinics;
- an annual national conference and ball;
- International events, such as International Weekend and the biennial Anglo-Dutch exchange;
- networking opportunities provided by local JLD groups;
- professional development;
- shared information about working practices and practice management;
- consultation opportunities to facilitate and assist with ensuring the membership's opinions are adequately represented on issues affecting the profession;
- membership of an international bar association entitling you to various benefits;
- discounts and exclusive offers with JLD partners such as T.M. Lewin and potential eligibility to enter the JLD's annual essay competition which awards a cash prize;
- automatic membership to American Bar Association Young Lawyers Division (the "**ABAYLD**"), which includes discounted conference costs to attend ABAYLD international conferences and events. For more information, see the ABAYLD [website](#).

You can register online for regular national JLD email updates on the JLD website and can also join your local JLD group or set up your own local group if there is not one in your area (see Guide to setting up a local JLD group below). Members can also engage with the national JLD via [Twitter](#), [Facebook](#), [LinkedIn](#) or [Instagram](#).

### **1.3 Supporting students, trainees and junior solicitors**

Training to be a solicitor can be a long journey through daunting and unfamiliar territory, which doesn't end after qualification. The pressure of making seemingly countless applications for a training contract and doing paralegal work for a training contract that never materialises may take its toll. Other difficulties which junior lawyers may face include juggling student debts on a low salary, excessive workload, bullying or harassment at work and poor quality of training and/or supervision. Those who are the only trainee in their firm can feel particularly isolated. Even after you qualify you might feel stressed when you start a job and realise how much more is expected of you, particularly if you find it is an area you have never trained or practiced in. It is also not uncommon in the first few years of qualification to reconsider your career path and look at other options available.

The JLD provides help and advice for those entering the legal profession and who are in the early stages of their career as a solicitor. Local groups can offer support and networking opportunities where you can learn from the experience of others in the same area as you.

### **1.4 JLD structure**

The JLD is comprised of:

- The executive committee - a group of 12 junior lawyers comprising:
  - Nine seats elected by the JLD national committee. This includes six 'free seats' plus a chair, vice chair and student representative. The individual elected to be vice chair each year automatically becomes chair the following year. All seats are for two years apart from the student representative seat which is a one-year position.
  - Three JLD Law Society Council members attend who act as an important conduit between the two organisations. The Law Society manages the elections for these seats.
- The national committee: the executive committee, along with national representatives of each local group, representatives of other Law Society divisions, student representatives and the immediate past JLD chair.
- Local JLD groups: groups set up and run independently to the JLD at a national level and headed by their own committee, which includes a national representative who sits on the JLD national committee as representative for that group. Details of local groups
- Members: all individuals within the membership criteria (see above) are automatically members of the JLD at a national level. If members wish to join their local group in addition to national membership, they may need to apply separately to that group.

## 1.5 Local JLD groups

Local groups have a key part to play in supporting junior lawyers who face problems in their careers. As well as providing a forum for junior lawyers in their area, they are in an ideal position to bring common problems to the attention of the JLD via their national JLD representative attending JLD national committee meetings, so that steps can be taken to address the issue at national level. It is important for local groups to appoint a national representative and to ensure that strong ties are in place between their own group and the executive committee of the national JLD.

As local JLD groups are independent of the national JLD they are not bound by the same membership restrictions and so can open their membership to include law undergraduates, CPE/GDL students, non-LPC paralegals, CILEX, legal apprentices or even junior barristers. ***However, for the purposes of JLD national committee meetings it is important that the local group's national JLD representatives fall within the national JLD membership criteria.***

Information on the work and policy pursuits of the JLD is populated by local groups and is reliant on the dissemination of information by national representatives.

## 1.6 Students and universities

As most regions have a local JLD group, many universities in England and Wales will have a local JLD that they are associated with. LPC students are automatically members of the national JLD. However, as the local groups are independent from the national group, it may be that some local groups have different criteria, and/or have separate organisations, one for junior solicitors and one for trainee solicitors and LPC students.

In any event, students are encouraged to get involved in their local JLD groups (where possible), which organise various social and educational events.

## 1.7 LPC representative

There is one individual on the JLD executive committee whose main role is to represent the views of LPC students. The elections take place in October each year (*further information on the elections is available on the JLD website in September each year*) as part of the executive committee election process. We also appoint up to three runners up in the student election ballot to sit on the national committee as student representatives.

## 1.8 International links

One of the aims of the JLD is to promote links between students, trainee solicitors and junior solicitors across the world. Increasing awareness of equality and diversity in the legal profession goes hand in hand with international relations. The JLD has policies which seek to promote recognition of the skills and qualities that people from all cultures bring to the profession. It is also important, given the increase in cross-border trade, that JLD members have a voice at international level.

In addition to building relations with trainees in Scotland and Northern Ireland, the JLD organises the International Weekend in association with the Young Barristers Committee of the Bar Council (the "YBC"), the European Young Bar Association (the "EYBA") and the London Young Lawyers' Group (the "LYLG"). The event, which has been running for over 50 years, coincides with the annual Opening of the Legal Year

ceremony and gives JLD members the opportunity to network with junior lawyers from other jurisdictions. This ultimately encourages the creation of business relationships and most importantly international legal skills.

The JLD also participates in the biennial Anglo Dutch Lawyers Exchange which is organised in association with the LYLG and the YBC.

The JLD is a member group of AIJA and has links with Young Bar Associations around the world, including in the USA, Canada, Australia, New Zealand, Malaysia, Hong Kong and across (and including) Europe. These links enable the JLD to share and discuss issues affecting junior lawyers all over the world and encourage the creation of future foreign exchange visits.

The JLD also attended the ABAYLD Spring Conference. This allows the JLD to network with junior lawyers from the various states. This conference usually takes place in early May.

## **2. Setting up a local JLD group**

### **2.1 Introduction**

If you are thinking of setting up your own local JLD group in your area, this guide will provide you with some ideas for taking it forward.

There are approximately 50 local groups across England and Wales. Local groups provide members with the opportunity to get together and share common ideas, concerns and experiences. There may already be a JLD, a YSG or a TSG in your area. If not, why not think about starting up a local JLD group? The list of local groups can be viewed on the JLD website here via [this link](#).

Whether they are city-based or covering a wide rural area all local groups (including those which are not specifically JLD branded such as TSGs, YSGs and young lawyer groups) have access to national JLD support and services. Everyone qualifying as a member of the JLD is encouraged to become involved with their local group.

The character of each local group depends very much on its members, but most revolve around regular social, educational and sporting events as the main way of bringing all their members together on a regular basis. They may charge an individual membership fee in order to fund their activities (which in some areas is paid for by members' firms).

Local groups are often the principal way for LPC students, paralegals seeking training contracts, trainees and solicitors in the first five years of practice to keep in touch with their peers outside their own firm.

### **2.2 Membership**

Membership of the national JLD is automatic. However, as local JLD groups are independent of the national JLD, they are not bound by the same membership rules and so may wish to open their membership to include law undergraduates, legal executives, non-LPC paralegals, CPE / GDL students, CILEX, legal apprentices or junior barristers.

For the purposes of JLD national committee meetings, it is important that the local group's national JLD representative (see Structure below) falls within the national JLD membership criteria above.

The national JLD would like to develop LPC involvement and would strongly recommend that local groups reciprocate by liaising with their local LPC providers to reach the student members in their area. Such participation benefits both local JLD groups and the national JLD in many ways such as:

- Bringing a large pool of potential members (and membership fees where relevant) to local groups;
- Bringing the use of reduced or free facilities at the relevant college, for events etc.;
- Increasing sponsorship opportunities; and
- Helping to keep the national JLD informed about the issues affecting those embarking on a career in the legal profession through the local JLD's national committee representative.

### **2.3 Structure**

Local groups decide how they wish to organise themselves, and the format depends largely on their members' needs. It is however sensible in the early stages to appoint the following;

- A chair or president to act as the group's main representative and contact for correspondence;
- A secretary;
- A JLD national committee representative who should attend the JLD national committee meetings and be the main source of communication between the national JLD and the local group. This person must fall within the membership criteria of the national JLD;
- A treasurer to handle the finances and be responsible for the accounts; and
- Other officers that may be relevant, for example, are: vice-chair, events, sponsorship, educational, charity, publicity, sports, resilience and wellbeing and equality and diversity etc. It may be that some of these roles are merged, depending on the size and reach of the local JLD. For example, education could encompass resilience and wellbeing and/or equality and diversity.

The committee is often the active core of the membership, and it is useful to appoint (or elect) committee members from different firms and types of firm in order to open up a broad range of support opportunities. It is advisable for committee members to be elected, either annually, or every two years. You may choose to have a split of two-year positions to ensure continuity (which mirrors the JLD executive committee).

It's important to establish a democratic structure for your group from the outset. All local JLD groups should have regularly elected officers, with clear roles and responsibilities. Regular elections, often by general meeting or email, are strongly recommended. The national JLD can offer help and advice in this regard, and please

see Annex 1 for an example of a constitution for a local group that may be adapted for your own use. We recommend that, especially in the early stage of the group's development, you hold monthly committee meetings. This will enable you to plan for the year ahead and maintain the momentum.

The JLD product manager (Yvonne Treacy), based at the Law Society's offices in Chancery Lane, London, maintains a database of the national representatives for local groups. Local groups are asked to help us to keep this up to date by letting us know about any changes or additions to office holders (email [juniorlawyers@lawsociety.org.uk](mailto:juniorlawyers@lawsociety.org.uk)).

## **2.4 National committee**

One member of the local JLD may be elected or appointed as the local group's national representative. It is essential that this representative falls within the JLD membership scope as detailed above.

The purpose of the national committee and the representatives are to provide:

- a forum for local groups to meet on a regular basis, voice concerns, etc.;
- the opportunity for representatives to meet other local groups, obtain suggestions for events and fundraising, to discuss local group initiatives, obtain support, opportunity to get involved with national projects etc.;
- a focus group to enable the national JLD to respond to consultations and inform policy development, decisions and campaigns, to engage with junior lawyers; and
- for the election of the JLD executive committee members.

The local group responsibilities towards the national committee are to:

- appoint a representative who will be the main point of contact between the national JLD and the local group, attend meetings, receive and act upon emails from national committee, act as liaison between the local group and national JLD etc (local groups can appoint joint representatives although expenses will be paid for only one rep to attend meetings);
- ensure that any change of national committee representative is communicated to the national committee;
- consider setting up a generic email address for the local group which can be added to the national committee mailing list to ensure that contact is never lost; and
- ensure that their local group page on the JLD website is kept up to date and any changes communicated to the national JLD.

## **2.5 Identification and branding**

JLD branding materials have been developed by the Law Society for use by local JLD groups. There is no obligation on local groups to be formally known as a local JLD group although the national JLD is keen to encourage and support such branding. If you wish to enjoy a personalised local group logo, such as the example below, it is

necessary to comply with the terms of the local group branding licence and to comply with the Law Society branding guidelines (which can be provided upon request).



Please email [juniorlawyers@lawsociety.org.uk](mailto:juniorlawyers@lawsociety.org.uk) for more details.

Please note: at the time of updating this handbook the Law Society is in the process of refreshing its branding. Local group logos are closely based on the Society's branding and it is through the Law Society that these personalised logos are produced. What does this mean for your local JLD group?

- Local JLD group logos will be updated, but not for about a year to 18 months.
- If your group has a personalised logo, you can continue to use it digitally until further notice. For example, on your website and social media sites.
- If your local group has a personalised logo and wants to commission non-digital marketing items (such as banners) over the coming months the Law Society branding team will arrange for your group to receive its refreshed logo.
- If you are a new JLD group or you do not have a personalised logo, the Law Society will not be producing any more logos based on the current branding. Instead you will need to wait until early 2019.

For further information email the JLD at [juniorlawyers@lawsociety.org.uk](mailto:juniorlawyers@lawsociety.org.uk)

## **2.6 Finances and independence**

It is important to remember that local JLD groups are autonomous and financially independent from the national JLD. The national JLD does not have any responsibility for any financial issues relating to a local JLD. Please be careful when incurring any financial liability to ensure that your local JLD group is in a position to honour these.

Your local JLD group should have a treasurer, and if you open a bank account the treasurer (and one or two other officers) should be signatories of that account. The treasurer should keep a record of all actual and planned expenditure and all actual income and keep the committee informed of the financial status of the local JLD group at each meeting. If you hold an annual meeting of your members it is also good practise for the treasurer to present the accounts to the membership.

## **2.7 Process for setting up a local group**

### **(a) Check existing local groups**

The first thing to do when considering setting up a JLD local group is to see if there is, or was until recently, a group in the area already.

- (i) Visit our website for a list of current local groups and contact details. You can view the local groups on the JLD website [here](#).



If you should attempt to make contact with a local group via the details on the JLD website, please let us know if you experience any difficulties as it may be that the information on the JLD website is no longer up to date.

- (ii) Check whether groups in neighbouring counties cover your area.
- (iii) Contact your local Law Society which may have its own trainee or junior solicitor committee or other links with students, trainee and junior solicitors in the area. They may even be willing to help in the development of a local JLD group. Please note that local law societies are distinct from the [national Law Society](#). A directory of local law societies can be found [here](#).

**(b) Establish level of interest**

Where there is no local network of junior lawyers and you believe there is an opportunity to establish a local group, first try to gauge interest in the idea by getting in touch with students, trainees and junior solicitors in the area. Contact the [JLD](#) for further information.

**(c) Set up a committee and appoint a JLD national committee rep**

If the feedback from local junior lawyers is positive, then the next stage is to establish a committee as above – whether by election or appointment – and get started. This includes notifying the national JLD and appointing a national JLD representative.

Contact the JLD product manager and confirm that a new local group has been set up, the name of the local group and catchment area, and the name and contact details of the JLD national committee representative. You will then be invited to apply for local group branding (subject to the conditions mentioned above) and asked to provide information about your local group for posting on the [JLD website](#).

JLD national committee representatives are the main point of contact between the national JLD and the local JLD group and receive regular updates from the JLD executive committee for forwarding to their groups.

**(d) Let people know**

Once your local group is up and running let people know about it! As well as telling your local Law Society, you could notify the Law Society relationship manager for your area, the local legal community and local press.

The relationship managers of the Law Society aim to provide a high-quality support and information service and to enhance and promote the status and interests of the profession. They facilitate communication between the Society and its members and work with local law societies to support and develop their services. The relationship manager could be a valuable source of support.

For details of your regional relationship manager email the JLD at [juniorlawyers@lawsociety.org.uk](mailto:juniorlawyers@lawsociety.org.uk)

**(e) Hold an inaugural event**

A good way of drumming up support for a new local JLD group is to hold an inaugural social event. Your local law society may well be able to offer some financial support, and with mailing publicity to local trainees and solicitors.

Take membership forms to the event so that people have the opportunity to join and you can start to build a database of members. The cheapest way of contacting members is by e-mail so ensure that your form asks for an email address. For most groups an up-to-date email list of members will be the most efficient way of communicating with their members.

**(f) Keep us informed**

Once you have appointed a committee, a national committee representative and provided information for your listing on the [JLD website](#), please keep us informed of changes. In particular, let us know when you have had elections and appointed another national committee representative and the information on the JLD website needs updating.

## **3. Running a local group**

### **3.1 Governance and elections**

Local JLD groups are autonomous and financially independent from the national JLD. The national JLD does not have any responsibility for any financial issues relating to a local JLD. Local groups should be careful when incurring any financial liability and ensure that they are operating within their budget.

You may want to affiliate yourself with your nearest group so that you can support each other's events and meetings and share costs and experiences, where appropriate. This may be particularly beneficial in rural areas where there may only be a few young lawyers spread over a large area resulting in long distance travel to events.

Groups are encouraged to attend university careers fairs and to invite students of local universities or LPC institutions to your events. Literature about the JLD and the work we do is available from the national JLD for distribution at these events. There is also a JLD pop-up stand with our branding on that local groups are welcome to borrow for these events. Please make any requests for literature and/or use of the JLD stand to the JLD product manager at [juniorlawyers@lawsociety.org.uk](mailto:juniorlawyers@lawsociety.org.uk)

It's important to establish a democratic structure for your group from the outset. All local JLD groups should have regularly elected officers with clear roles and responsibilities. Regular elections, often by general meeting or email, are strongly recommended. It is advisable that some form of specification be drawn up for each local committee role. These can be then be circulated prior to elections so that potential candidates can make an informed decision as to which position to stand for. In most local groups, successful candidates hold their committee position for a term of one year. The national JLD can offer help and advice in regard to local group structures

and holding local elections. An example of a constitution for a local group that may be adopted is attached at Annex 1. It is recommended that, especially in the early stage of the group's development, local groups hold monthly committee meetings. This will enable the committee to plan and budget for the year ahead and maintain the momentum.

Consideration should be given to handover procedures between outgoing and incoming local committees. For example, will there be a joint meeting following the election with both committees present? Will there be an obligation for outgoing committee members to be available to the new committee for a set period of time, in order that any queries can be answered, or their experience drawn on? Having set procedures in place will make the transition as smooth as possible.

The key to a successful local group is to remain in the focus of your membership by holding regular events and having a good financial plan. At the start of each year, the committee should plan events for the coming 12 months. Make sure that your membership knows who the local committee members are and take every opportunity to publicise your group's activities. Publication of your events and activities can be made via the local press, JLD website, the Gazette, your own website (if you have one) and by sending your members regular updates of what's happening. Remember to maintain an up-to-date database of your members' details and contact email addresses. Also, you can contact your local law society and see if they will permit you to advertise your events on their own website, or monthly newsletters.

Each local group is only as active as its members, particularly those involved in running it. As committee members move on, it is important to find people with drive, enthusiasm and commitment to replace them and to help the group to grow. Committee members should encourage appropriate members to stand for committee positions in future years.

### **3.2 Funding and sponsorship**

All local JLD groups need money so securing sponsorship and funding is a key activity of the committee. Local groups may wish to appoint somebody to the committee who is specifically in charge of securing sponsorship.

Unfortunately, the JLD executive committee is not able to provide financial assistance to local groups (although we aim to introduce you to potential sponsors at national committee meetings). It is up to the local group committee to determine the best way of funding its activities. In the early stages, you might want to charge a fee for events with a view to making a modest profit with which to subsidise future events. In fact, many local JLD groups successfully run profitable functions in their first year.

Your group may wish to charge for membership. If so, consider getting in touch with local firms to ask if they will pay the membership fee for their trainees or junior solicitors either on a per head basis or for a 'block' fee. Charges are successfully levied by many groups ranging from £5 to £35 per member per annum. Some groups have different fees for different groups of members with students and trainees paying a lesser fee than those already qualified. Remember to be realistic about what your members can afford. Your national JLD representative can speak to their counterparts at other groups to see what works best for them. Some JLD groups negotiate membership benefits, such as discounts at local businesses, to make the introduction of a fee for membership more enticing.

It's also worth exploring sponsorship opportunities, although you need to be careful and steer clear of actual endorsement. Consider using a written agreement with sponsors (see the example at Annex 2) and ensure that all your membership is able to benefit from the sponsorship. Be realistic about what you can achieve.

Legal organisations in your area may be willing to provide funding for events in return for reasonable exposure at the event. This could include exposure such as inclusion of their logo on flyers, on your website, tickets, in e-mails and reference to them in post-event press releases in the local papers and on the JLD website (remember to take photos!). The most likely sources of sponsorship are:

- **Legal recruitment agencies**

Students, trainees and junior solicitors are a major market for recruitment agencies who often like to provide sponsorship for your first event of the year (for instance, in the form of welcome drinks and a big event such as a summer or a Christmas ball). Recruiters may be keen to be involved with events at times of the year when trainees are finding out if they are being retained for newly qualified position.

- **Local law societies**

Local law societies are often keen to engage with local JLD groups and will often encourage local group members to join them. With this in mind, they may well contribute financially or via other forms of sponsorship.

- **Local law firms**

Local firms will sponsor events which are well marketed, and which may have some PR value for the firm.

- **National JLD**

Regional events organised by the national JLD represent an excellent opportunity for local groups to raise their profile by piggybacking on these events. The national JLD is especially keen to see more co-operation in regional national/local JLD joint events. Each year, the national JLD holds four free forums: two aimed at helping members obtain a training position and two aimed at providing trainee solicitors and junior solicitors with skills relevant to their role. Two of these forums are held within London (and the other two are often held where there is an active JLD membership). Local groups are encouraged to get involved with these events and publicise them to members.

Please note: Sponsors cannot use the Law Society or JLD logos. Instead they are entitled to use the local group's personalised JLD logo, subject to the conditions of the branding license agreement.

### **Tips for attracting sponsorship**

- Consider creating a committee position for a person to be in charge of securing sponsorship. Ideally, that person should have experience in sponsorship.
- Make the most of your local committee members and their contacts. Their firms may be able to offer some financial assistance.

- Talk to as many potential sponsors as possible and show them how they will benefit from sponsoring your group. Sponsors are more likely to respond positively if they can see what they will get out of the venture.
- Give them as much information about the group as you can such as how many members you have and what kind of events you organise.
- Include local businesses, law schools, barristers' chambers and firms in emails.
- Make sure that you provide sponsors with accurate and realistic information.
- Try and build relationships with sponsors so that they are more likely to offer you further assistance in future. Make sure you follow up after the event with a thank you email or call.

### **Ideas for sponsorship opportunities**

- Sell advertising space in a newsletter or on your group's website.
- Invite sponsors to speak at your events. Many sponsors will be happy for just a few minutes at the start to briefly introduce their organisation.
- Include sponsors' logo on leaflets, flyers, tickets and emails promoting sponsored events.
- Allow sponsors to distribute promotional materials at your events.

### **Formal arrangements**

It is often fine just to reach an informal agreement with a sponsor over a single event. However, if organising an annual or multi-event sponsorship, you may wish to enter into a sponsorship agreement. An example of a sponsorship agreement is at Annex 2. This should be tailored for your own use.

Once your group is established and has a core of active members, you may wish to plan events in advance and publish an annual programme of activities. However, until then, things are likely to be more ad hoc and you will need to find out what types of events are most popular amongst your members. Many groups plan around two major annual events and groups often join forces to share the cost of organising summer or winter balls. If there is no local JLD, TSG or YSG, perhaps you could get together with another group of young professionals in the area, such as accountants or surveyors.

Large scale and more expensive events, such as an annual ball, need to be planned carefully. When deciding the dates of these events, you may want to confirm: (i) that the date does not conflict with over major JLD events, such as the national JLD conference and ball, or another local JLD event; (ii) (to the extent possible) that public transport will be running on those days. However, informal events such as a drinks or a quiz night at a local pub can be organised fairly quickly and inexpensively and they often prove extremely popular. Your members may also enjoy organised outdoor activities or competitive sports (check health and safety risks and be prepared to take out appropriate insurance).

Don't forget to include your meetings on the programme of events. You may also wish to hold an annual meeting of all members (this could also be used to elect the next local committee). This should include the treasurer's report, a review of the year and,

if appropriate, the election of officers. Encourage attendance by offering incentives such as food and drinks.

### **3.3 Events**

#### **Social events**

Most JLD groups primarily hold social events, including:

- Annual dinner or ball (a local firm might sponsor the event and provide a speaker);
- Themed events (for example at New Year or Chinese New Year, St Valentine's Day, St George's Day, Burns Night, St Patrick's Day etc.);
- Quiz nights (possibly against neighbouring JLD or other young professional groups);
- Theatre/pantomime trip and/or back stage tour (you might be able to get a concessionary rate);
- Comedy club night;
- Brewery visits or wine/gin tasting evenings (a local wine merchant may be interested in being involved);
- Live music or a disco at a local venue;
- Organised walks or cycle rides;
- Skittles or karaoke night at a local pub;
- Local race meeting or greyhound racing;
- Go-karting;
- Barbecue or summer garden party;
- Sponsored assault course (possibly for charity);
- Short lectures or presentations offering CPD points to qualified members of the profession (CPD accreditation is not required as qualified members can claim up to 75% of non-accredited CPD hours during their practising year);
- Competitive sporting events against other local groups – such as five-a-side football, rounders, tennis tournament, orienteering;
- Sponsored careers/skills evenings, perhaps with drinks and nibbles;
- Speed dating, speed mentoring or speed networking; or
- Organising a charity raffle at a local law society dinner.

Most of the time, it will be important to organize events and activities that are likely to appeal to the bulk of your group's membership. Smaller events which appeal more to

a specific group of your members can also be successful- for instance, lunch-time activities may be appealing to members who have families or non-pub-based events could appeal to non-drinking members.

You can also set up educational or pastoral programmes such as a shadowing scheme (with a district judge or employment tribunal) or student mentoring. Your national committee representative will be able to speak with other local group representatives to get ideas and advice on establishing and running these types of programmes. The national JLD is keen to develop more of a practical role for the JLD and this is an area that will be growing in future years.

### **Educational events**

Some JLD members may not be interested in attending JLD organised social events but are interested in talks or career focused events, particularly those relevant to them.

A large number of speakers are willing to talk to groups and do not require any payment; as such, this is particularly attractive to new groups. You may have a local well-known specialist in your local area that would be prepared to offer their services for free if you explain the purpose of the group. A well-known specialist will also help to attract people to come along. Contact lecturers at colleges or universities. Do not forget the expertise available in local firms or barristers' chambers. Possible speakers include:

- Local Law Society Council members (either on a chosen topic or a matter of particular current interest);
- District Judge (e.g. on advocacy skills);
- Local Magistrate or Clerk to the Justices;
- Local Circuit Judge;
- Local MP's (particularly if the talk has a legal basis e.g. how their party views current legal issues or in the run up to local or national elections);
- Speakers from a local university or your college on a topical subject;
- Someone from the national Law Society on a current issue;
- Speakers from the SRA can often provide an entertaining talk and provide advice on better risk management etc;
- Local radio or TV personality;
- Probation officer/social worker;
- Local coroner;
- Senior police officer;
- Local expert witness e.g. finger print reader, hand writing expert etc.;
- Private detective; or

- Recruitment agencies may be able to provide a speaker on personnel skills, self-management, client care, CVs etc.

Also, several JLD groups hold essay, mooted or negotiation competitions, which may be of interest to your members.

### **3.4 Potential liability / insurance**

All groups and organisations that involve volunteers should consider what types of insurance they may need to put in place to cover them for that involvement, and that of the events hosted. You may wish to consider public liability insurance to cover the organisation and the volunteer in the event that a third party is injured through the actions of the organisation or the volunteer. When purchasing insurance, local JLD groups should:

- ensure that the policy explicitly mentions volunteers and covers them;
- check if there are upper and lower age limits for volunteers;
- ensure that the policy cover the types of activities that the volunteers will be doing; and
- conduct a risk assessment for each of the roles that volunteers will be performing, because this will help your insurer to tailor your policy to suit your needs.

Some indoor events may be covered by a venue's public liability insurance. We would encourage all local groups to check this position in advance of entering into any agreement with a potential venue.

The JLD is unable to recommend a public liability insurance provider.

### **3.5 Communicating with members**

It's important to keep members up to date with what's happening locally and also to let them know what the national JLD is doing on their behalf. Take full advantage of email and the web for getting in touch with your members quickly and inexpensively.

Some groups produce regular newsletters with reviews of events, news about forthcoming activities, and information about other local legal groups. These may also carry advertising and sponsorship. Smaller groups tend to email or send out mail shots promoting specific events.

Your group may have a Facebook, LinkedIn or Twitter page or even its own website, but you are welcome to publicise your events through the JLD website (please email us if you wish to do so). We would also recommend that you prepare blogs and content for your members which we can also place on the central JLD website.

### **3.6 Data protection**

Data protection legislation covers everyone about whom you keep personal data. This includes employees, volunteers, service users, members, supporters and donors. Local JLD groups, depending on their data-processing activities, are likely to be subject to data protection legislation. The legislation:



- requires organisations to register if they keep records;
- governs the processing of personal data including 'personal sensitive data';
- requires organisations to comply with [eight principles](#); and
- allows employees, service users and other contacts to request to see the personal data held on them.

It is recommended that local JLD groups who carry out any of the above have a written policy and procedure that is specific to their context about how they handle personal data and enact privacy principles. For further information please refer to the Information Commissioner's Office guidance <https://ico.org.uk/for-organisations/guide-to-data-protection/>

### **3.7 Communicating with the national JLD**

All JLD groups are encouraged to have a representative on the JLD national committee, which provides the group with the opportunity to engage with the JLD and representatives from other local groups. Although all JLD members are welcome to contact the JLD with any issues they have, they may contact someone on the committee of their local group first. Your national committee representative can serve as a useful conduit between your group and the JLD or other local groups, both by feeding back regular updates on policy issues affecting all junior lawyers which the JLD is working on, by raising any issues your group or its members are having with the JLD, or by bringing back fresh ideas for your local group as a result of networking with other national representatives.

### **3.8 Winding up a local group**

In the unfortunate circumstances that you are required to wind up a local group, we recommend you contact us directly in the first instance so that we can advise on a case by case basis. In any event, we recommend you update your website and all social media channels, as well as communicating the change in status to your membership and any partners, such as sponsors or academic faculties.

We are happy to accept donations of any surplus funds your local group may have which will be donated to the national JLD's chosen charity for that year. We also recommend any bank accounts held in the group's name, or other subscriptions, are closed down or terminated. If your local group is a company, you may also be required to notify Companies House.

## **4. Your feedback**

If you have any comments about the information contained in this handbook or suggestions where further guidance would be helpful, please get in touch by emailing us at [juniormlawyers@lawsociety.org.uk](mailto:juniormlawyers@lawsociety.org.uk)

The Junior Lawyers Division  
November 2018

## Annex 1: Example Constitution

[DRAFT]

### CONSTITUTION OF THE [ ] JUNIOR LAWYERS DIVISION

#### 1 NAME:

The name of the organisation is the [name of region/town/city] Junior Lawyers Division (hereinafter called 'the [ ] JLD').

#### 2 OBJECTS

The objects of the [ ] JLD are to promote the benefit of its members.

#### 3 POWERS

3.1 In furtherance of the objects, but not otherwise, the [ ] JLD shall have power to:

- (a) raise funds and invite or receive donations and contributions, whether by subscription or otherwise;
- (b) open and administer a bank account in the name of [ ] JLD, with [two/three] signatories, one of whom shall be the Treasurer; **[Note: you need to be aware of financial liability for unincorporated associations such as a local JLD group]**
- (c) organise events for its members;
- (d) represent the interests of its members on the National JLD Committee;
- (e) support such charitable trusts, associations or institutions as are appropriate to its membership;
- (f) employ such persons as are necessary for the proper pursuit of the objects; and
- (g) do all such other lawful things as shall further the objects of the [ ] JLD.

#### 4 MEMBERSHIP

4.1 Membership shall be open, irrespective of sex, sexual orientation, race, nationality, age, or political, religious or other opinion to [LPC/all] law students, paralegals, [legal executives, legal assistants,] [the local JLD may wish to decide to extend or narrow the membership depending on circumstances] trainee solicitors and qualified solicitors up to 5 years PQE resident or employed within the [ ] region area.

4.2 Membership of [ ] JLD is not transferable to anyone else.

## **5 SUBSCRIPTIONS**

All individual members shall pay such subscriptions as the Committee may from time to time determine. [This is not mandatory and can obviously be varied or deleted]

## **6 TERMINATION OF MEMBERSHIP**

6.1 The Committee may, by resolution passed at a meeting thereof, terminate or suspend the membership of any member of [ ] JLD or terminate or suspend any member of the Committee, if in its opinion, his/her conduct is prejudicial to the interests and objects of the [ ] JLD and that it is in the best interests of the [ ] JLD that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:

- (a) the member has been given at least twenty one days' notice in writing of the meeting of the Committee meeting at which the resolution will be proposed and the reasons why it is to be proposed;
- (b) the member or, at the option of the member, the member's representative (who need not be a member of the [ ] JLD) has been allowed to make representations to the meeting; and
- (c) such a resolution is passed by two thirds of those members of the Committee present.

### **[Consider right of appeal]**

6.2 Furthermore, membership may be terminated if:

- (a) the member dies or ceases to qualify the membership criteria in clause 4 above;
- (b) the member resigns by written notice to the [ ] JLD unless, after the resignation, there would be less than two members;
- (c) any sum due from the member to the [ ] JLD is not paid in full within [six months] of it falling due.

## **7 MEETINGS OF THE [ ] JLD**

7.1 [Annual General Meetings:

- (a) The [ ] JLD must hold a general meeting as its annual general meeting in each year in addition to any other meetings in that year and must specify the meeting as such in the notices calling it
- (b) Not more than 15 months may elapse between the date of one annual general meeting of the [ ] JLD and that of the next.
- (c) The annual general meeting must be held in [August, September or October – local JLD to decide most convenient date] in each year, at such time and place as the Committee appoint.

- (d) At the annual general meeting [the report of the Committee] [and the accounts for the previous year must be considered], [it is strongly recommended that the treasurer present the accounts] calls upon the members may be made, the Committee for the following year must [be announced/be elected (by ballot if the number of nominations exceeds the number of vacancies),] and any other business may be transacted that may be transacted at an annual general meeting by statute or these rules.
- (e) A copy of the proceedings of all annual general meetings must be sent to each member that submits a written request for the same.
- (f) All general meetings other than the annual general meeting must be called special general meetings.]

7.2 Special General Meetings:

- (a) The Chair of the Committee;
- (b) at any time at his/her discretion may or
- (c) upon receipt of a request signed by [25] members of the [ ] JLD must call a Special General Meeting.
- (d) If the Chair of the Committee does not proceed to convene the meeting within 21 days from the date of the request, the requestors or any other [twenty-five] members may themselves convene such meeting.

7.3 Notice of meetings

- (a) At least 21 clear days' notice of every annual general meeting and of any other general meeting must be given.
- (b) The notice must specify the place and the day and hour of meeting and in case of special business, the general nature of such business and must be sent by email or pre-paid post to each member for which the Committee holds appropriate contact details
- (c) The accidental omission to give any notice, or the non-receipt of such notice by any member shall not invalidate the proceedings at any annual general or special meeting.

**8 COMMITTEE**

8.1 The [ ] JLD shall be run on a day to day basis by a committee (the Committee). The Committee shall be composed of the following officers. [These are suggested and can be amended as the local group sees fit. However, there should always be a Chair, Secretary, Treasurer and National Rep]:

- Chair,
- Vice Chair and Small Firms Representative,

- Secretary,
- Treasurer,
- Student Representative,
- National Representative,
- Publicity and Communications Secretary,
- Sports Director,
- Charities Director.

8.2 Subject as provided below, members of the Committee must be elected at an annual general meeting [or as otherwise allowed for in rule 9] for [one/two] year[s] until the day after the annual general meeting after their election. [Note: groups may wish to consider rolling two-year positions (with half the exec elected each year (as the National JLD committee operates), to ensure continuity; or for the National Representative to be elected for a two year term]

8.3 Officers of the Committee are eligible for re-election in subsequent years so long as they remain bona fide members of [ ] JLD, in accordance with rule 4.1.

8.4 Only one person may hold each office and no one person may hold more than one office in the same year,

8.5 Any elected member of the Committee who in any one year of office, attends fewer than half of the meetings or who fails to attend three consecutive meetings shall be at the discretion of the Committee removed from their position and/or may be declared ineligible for re-election.

8.6 If a casual vacancy occurs in any of the Committee between one [election/annual general meeting] and another, the Committee may appoint a member to fill the vacancy; but the member so appointed may hold office until only the day after the next [election/annual general meeting], unless at such meeting he is re-elected for a further period.

8.7 In determining whether a member appointed under article 8.6 to fill a vacancy on the Committee is ineligible for re-election under article 8.5 regard must be had to the proportion of his attendances to the number of meetings held after his appointment.

8.8 Only members of the [ ] JLD shall be eligible fill any position of the Committee.

**9 ELECTION PROCEDURE [NOTE: NOMINATION PROCEDURE CAN BE DECIDED BY EACH LOCAL JLD]**

9.1 Elections for positions of the Committee at the annual general meeting (if required under clause 7.1(d) above) shall be as follows:

- (a) The candidates shall agree on a returning officer, who should be a member of [ ] JLD, but not a candidate for any position in the election.

- (b) All voting shall be by hand unless either candidate requests a vote by secret ballot.
- (c) If a secret ballot is held, each member present shall write the name of their chosen candidate on a piece of paper to be handed to the returning officer, who shall count the votes.
- (d) All votes will be won on a simple majority of votes cast by those present and voting.
- (e) No proxy, postal, absentee or other votes of those members unable to attend the annual general meeting may will be allowed.

9.2 Other than at the Annual General Meeting:

- (a) The Committee may decide, subject to a 2/3 majority vote to arrange any other suitable alternative for electing the Committee [Note: email voting may be easiest to administer]

**10 RULES OF PROCEDURE AT ALL MEETINGS**

10.1 Voting

- (a) Except in the cases otherwise specifically provided for by in this constitution, any question arising at any meeting of the [ ] JLD or of its Committee shall be decided by a simple majority of those present and voting.
- (b) No member of the Committee shall exercise more than one vote, except in case of an equality of votes at any meeting in which case the Chair shall have a second or casting vote.
- (c) [Only members of the Committee present at each meeting may vote. There is no facility to exercise remote or proxy voting] [The Committee may decide, at its discretion and subject to a 2/3 majority to allow proxy or remote voting as appropriate]

10.2 Quorum

- (a) Committee: one-third of the members with power to vote shall form a quorum at meetings of the Executive and all other committees and sub-committees of the [ ] JLD.
- (b) General and Special General Meetings: [twenty-five] members with power to vote or one-third of the members with power to vote, whichever is the less, shall form a quorum at General Meetings of the [ ] JLD. However:
  - (i) in the event that no quorum is present at an Annual General or Special General Meeting of the [ ] JLD, or the meeting has to be abandoned the meeting shall stand adjourned and be reconvened fourteen days later, and those members with power to vote present at that meeting shall be deemed to form a quorum; and

- (ii) if no quorum is present at that latter meeting, then all matters to be decided at the meeting will be passed to the Executive to resolve.

### 10.3 Minutes

Minute books shall be kept by the Secretary of the [ ] JLD and all its committees and the respective secretary shall enter therein a record of all proceedings and resolutions.

## 11 FINANCE

- (a) All money raised by or on behalf of the [ ] JLD shall be applied to further the objects of the [ ] JLD and for no other purpose, PROVIDED THAT nothing herein contained shall prevent the payment in good faith [of reasonable and proper remuneration] [of bona fide expenses] to any member of the Executive or its members.
- (b) The Treasurer must produce a set of annual accounts of [ ] JLD to be presented to Annual General Meeting. **[Note: these do not have to be professionally audited accounts but may simply be a spreadsheet accounting for income and expenditure in the past 12 months]**

**[Note: please be aware of financial liability for unincorporated associations]**

## 12 DISSOLUTION

- 12.1 If the Committee by a simple majority or [25] members of the [ ] JLD decide at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the [ ] JLD it shall call a Special General Meeting.
- 12.2 If such decision shall be confirmed by a simple majority of those present and voting at such meeting the Committee shall have power to dispose of any assets held by or in the name of the [ ] JLD.
- 12.3 Any assets remaining after the satisfaction of any proper debts and liabilities shall be applied, as the Special General Meeting may resolve.

## 13 ALTERATIONS TO THE CONSTITUTION

- 13.1 If the Committee by a simple majority or [25] members of the [ ] JLD decide at any time that it is necessary or advisable to amend this constitution it shall call a Special General Meeting.
- 13.2 If such decision shall be confirmed by a simple majority of those present this constitution shall be amended and the Committee shall endeavour to send a copy of the amended constitution to all members.

## Annex 2: Template Sponsorship Agreement

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_  
2014

BETWEEN:

- (1) [local JLD]
- (2) [ ] ('the Sponsor').

WHEREAS:

- (1) The [local JLD] provides representation for all LPC students, post-LPC paralegals, trainees, and solicitors up to 5 years' PQE in [location] and has representation on the National Committee of the Junior Lawyers Division of The Law Society of England and Wales.
- (2) The function of the [local JLD] is to organise educational, social, sport and careers events and the [local JLD] provides a supportive as well as social role for their members and helps to develop links between its members and other legal professionals throughout the UK and worldwide.
- (3) The Sponsor has agreed to sponsor the [local JLD] **[on an annual basis to provide financial support for the activities set out above/for [specific event] ]**.

IT IS AGREED as follows:

### 1. Definitions and interpretation

- 1.1 In this Agreement the following words or phrases shall, unless the context otherwise requires, have the following meanings:

Business Day means a day other than Saturday or Sunday or a bank holiday and all notices shall be addressed to the respective addresses of the parties set out at the head of this Agreement;



Committee	means the current elected committee of the [local JLD] of which the signatories to this Agreement shall be the Chair and one of either the Vice-Chair or the Treasurer;
Events	means Events specified in Schedule 1 to be organised by the [local JLD];
Sponsor's Logo	such of the Sponsor's Group's logos and trade and service marks which the [local JLD] is permitted by the Sponsor to use pursuant to this Agreement;
Sponsorship Fee	means £[    ];
Sponsor's Rights	the rights set out in Schedule 2 of this Agreement;
Term	the period set out in clause 2 of this Agreement;
Territory	means [JLD location]

1.2 In this Agreement the singular includes the plural and vice versa and any gender includes any other gender.

1.3 References to a 'person' include any individual company body corporate corporation state or agency of a state firm partnership joint venture association organisation or trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others.

1.4 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

1.5 References to clause(s) and schedule(s) are references to clause(s) and schedule(s) of and to this Agreement and references to sub-clause(s) or paragraph(s) are unless otherwise stated references to sub-clause(s) of the clause or paragraph(s) of the schedule in which the reference appears;

## **2. Term of Agreement**

2.1 This Agreement shall commence on the date of its signature and shall remain in force for a period of twelve months unless terminated earlier in accordance with the provisions set out in this Agreement.

## **3. Grant of rights**

3.1 Subject to the terms of this Agreement and in consideration of the Sponsorship Fee the [local JLD] grants the Sponsor in the Territory for the Term:

- (a) the exclusive right to be described as the sole and exclusive [recruitment/financial advisor/etc.] sponsor of the [local JLD] and the Events using the Sponsor's Logo; **[ - clause optional]**
  - (b) the Sponsor's Rights; and
  - (c) the non-exclusive right to describe itself as an official sponsor of the [local JLD].
- 3.2 The Sponsor shall only use the Rights in relation to [legal recruitment services/financial services/etc.] and the Rights shall not be used in connection with any other goods or services of the Sponsor.
- 3.3 The Sponsor shall not make reference to the [local JLD] in any respect other than that set out in 3.1 without the prior written consent of the [local JLD].

#### **4. Exclusivity [- clause optional]**

- 4.1 The [local JLD] shall not during the Term grant to any other [recruitment consultant firm or company] the right to describe itself as an official sponsor of the Events.
- 4.2 The [local JLD] may during the term appoint other sponsors on terms substantially the same as those granted in this Agreement in relation to the Events (except for those events listed at [ ] of Schedule 1 of this Agreement) provided that those sponsors do not engage in the business of [legal recruitment consultancy].

#### **5. Consideration**

- 5.1 In consideration of the due and proper performance by the [local JLD] of its obligations under this Agreement and the grant to the Sponsor by the [local JLD] of the Sponsorship Rights the Sponsor shall pay to the [local JLD] the sum of £[ ].
- 5.2 If during the Term an Event does not take place in accordance with this Agreement the [local JLD] shall offer to the Sponsor sponsorship of another event of equivalent size and prominence at no additional cost to the Sponsor.
- 5.3 The Sponsorship Fees payable by the Sponsor in each Year of this Agreement shall be paid by the Sponsor directly to the [local JLD] in [X] instalments as follows:
- 5.3.1 The first instalment shall be in the sum of £[ ] and shall be paid at the date of signature of this Agreement; and
  - 5.3.2 The second instalment shall be in the sum of £[ ] and shall be paid no later than [ ]. **[...etc. continue as necessary]**
- 5.4 For the avoidance of doubt, the Sponsorship Fee is exclusive of any VAT that may be or become payable.

#### **6. Sponsor's Obligations**

The Sponsor shall:

- 6.1 exercise the Sponsor's Rights in any way which, in the reasonable opinion of the [local JLD] is prejudicial to the image and reputation of the [local JLD];

- 6.2 not without the prior written consent of the [local JLD] engage in any joint exploitation of the Sponsor's Rights with any third party or with any services of the Sponsor other than the provision of legal recruitment services;
- 6.3 supply to the [local JLD] samples of any proposed use by the Sponsor of a logo relating to any Event for the prior approval of the Chair or the Executive Committee, such approval not to be unreasonably withheld or delayed;
- 6.4 in consultation with the [local JLD] publicise and promote the Event in such manner as the Sponsor thinks fit in the course of exercising the Rights;
- 6.5 cooperate with the [local JLD] in the media and other promotion possibilities for the marketing exposure of the Event;
- 6.6 provide the [local JLD] with sufficient agreed amounts of promotional literature and any other branded items free of charge as is reasonably necessary for the Event organised by the [local JLD] and at such other promotional opportunities organised by the [local JLD] as may arise from time to time during the Term; and
- 6.7 inform the [local JLD] in writing of any suspected infringements of the Event logo which comes to its attention.

## **7. [local JLD]'s Obligations**

The [local JLD] shall:

- 7.1 organise an Event to the best of its ability and in accordance with good business practice;
- 7.2 ensure that a relevant Event is properly and reasonably promoted, advertised and marketed and that appropriately targeted media coverage of the Event is obtained;
- 7.3 use its reasonable endeavours to advise the Sponsor of any further promotional or marketing opportunities that arise out of or in connection with the Event including offering the Sponsor the opportunity to contribute materials or products to the Annual Ball attendees' gift bags;
- 7.4 use its reasonable endeavours to ensure that all third parties (including without limitation any broadcaster of the Event) refer to the Event using the [local JLD] logo and the Sponsor's Logo;
- 7.5 use its reasonable endeavours to ensure that the [local JLD] logo and the Sponsor's Logo (once provided to the [local JLD] by the Sponsor in a form suitable for dissemination) appear on all tickets, promotional materials and publications relating to or promoting the Event produced by or on behalf of the [local JLD];
- 7.6 use its reasonable endeavours to not knowingly do any act during the Term which, in the reasonable opinion of the Sponsor, is prejudicial to the image of the Sponsor and the Sponsor's Logo; and

7.7 notify the Sponsor of any suspected infringements of the Sponsor's Logo which come to its attention as soon as practicable.

## **8. Termination**

### **8.1 Rights of Termination**

Either party to this Agreement may by [14 days'] notice in writing to the other party terminate this Agreement in the event that:

8.1.1 the other party is in breach of any of the terms and conditions of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of being requested to do so in writing;

8.1.2 the other party goes into liquidation, receivership, administrative receivership, or has an administrator appointed, stops or suspends payment of all or a material part of its debts or makes any arrangement or composition with its creditors.

### **8.2 Consequences of Termination** Upon termination:

8.2.1 The rights and obligations of the parties under this Agreement shall terminate and be of no future effect;

8.2.2 any rights or obligations to which any of the parties to this Agreement may be entitled or be subject before such termination shall remain in full force and effect

8.2.3 termination of this Agreement shall be without prejudice to any right to damages or other remedy which the terminating party may have in respect of the event which gave rise to the termination or any other rights to damages or other remedy which any party may have in respect of any breach of this Agreement which existed at or before the date of termination;

8.2.4 both parties shall cease forthwith to use the other party's Logo and intellectual property rights and any other print and promotional material prepared under this Agreement and each party's property shall be returned to it.

## **Force Majeure**

### **9.1 Effect of force majeure**

Neither party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by force majeure (as defined in clause 9.1) and the time for performance of the relevant obligation(s) shall be extended accordingly.

### **9.2 Definition of force majeure**

For the purposes of clause 9 'force majeure' means any circumstances not foreseeable at the date of this Agreement and not within the reasonable control of the party in question including but not limited to any breach of contract default or insolvency by or of any third party (including and agent or sub-contractor) other than a company in the same group as the party affected by the force majeure or an employee or officer of that party or company.

- 9.3 Obligations of affected party  
A party whose performance of its obligations under this Agreement is delayed or prevented by force majeure shall:
- 9.3.1 immediately notify the other party of the nature extent effect and likely duration of the circumstances constituting the force majeure;
- 9.3.2 use all reasonable endeavours to minimise the effect of the force majeure on the performance of its obligations under this Agreement; and
- 9.3.3 immediately after the force majeure event has ended notify the other party and resume full performance of its obligations under this Agreement.
- 9.4 Termination for force majeure  
If any force majeure delays or prevents the performance of the obligations of either party for a continuous period in excess of one month the party not so affected shall then be entitled to give notice to the affected party to terminate this Agreement specifying the date on which termination will take effect (which shall not be less than seven days after the date on which the notice is given). Such a termination notice shall be irrevocable except with the consent of both parties and upon termination the provisions of clause 8.2 apply.

#### **Rights of third parties**

A person who is not a party to this Agreement may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### **Provisions relating to this Agreement**

- 11.1 This Agreement constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior agreements, undertakings, representations, warranties and arrangements whether written or oral relating to its subject matter.
- 11.2 The warranties obligations and terms contained in this Agreement shall continue in full force and effect for the duration of the terms of this Agreement.
- 11.3 If any provision of this Agreement is held to be illegal void invalid or unenforceable the legality validity and enforceability of the remaining terms of this Agreement shall not be affected.
- 11.4 Any notice required to be given under this Agreement shall be in writing and may be:
- 11.4.1 personally delivered or sent by facsimile in which case it shall be deemed to have been given on delivery at the relevant address of [local JLD] and/or the Sponsor, the details of which are set out in Schedule 5 or in the case of facsimile on transmission subject to confirmation of uninterrupted transmission by a transmission report, if it is delivered not later than 16.30 hours on any Business Day, or, if it is delivered later than 16.30 hours on a Business Day or at any time on a day which is not a Business Day at 09.00 hours on the next business day; or

- 11.4.2 sent by first class pre-paid post in which case it is deemed given two Business Days after posting;
- 11.5 Nothing in this Agreement constitutes a partnership between the parties.
- 11.6 This Agreement shall be governed by and construed in accordance with English law.
- 11.7 In relation to any legal action arising out of this Agreement both parties submit to the exclusive jurisdiction of the English courts and waive any objection to legal action in such court.
- 11.8 This Agreement shall come into force on the date set out on page 1 of this Agreement.

## SCHEDULE 1

### The Events

- A. The Events shall be as follows:

***[Insert details of event(s)]***

- B. The Events will take place at specific dates and venues to be arranged. [Careers seminars] will be arranged after consultation between the parties as provided for in the body of this Agreement.

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## SCHEDULE 2

### The Sponsorship Rights

- A. The Sponsor shall have the following rights in respect of the Events:
- 1 The inclusion of the Sponsor's name:
- in the email notice of the Events;
  - on the [local JLD] website page advertising the Event;
  - on any advertising produced for the Event.

2. The right for the Sponsor to have the Sponsor's promotional and other literature available at the Events.
  3. The right to attend the Events where appropriate.
  4. In addition to the rights contained in 1. 2. and 3. above, in respect of the [local JLD] Annual Ball the following rights:
    - (a) [...**insert any arrangements re free tickets here**]
  5. In addition to the rights contained in 1. and 2. above, in respect of each of the Events the right be the only [legal recruitment /financial management/etc] sponsor of the Events. **[ - clause optional]**
- B. The Sponsor shall have the right to advertise its products and services on the [local JLD] website in a form to be previously agreed in writing between the parties and provide a link to the Sponsor's website from the [local JLD] website.

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SCHEDULE 3

The Sponsor's Logo

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—————

SCHEDULE 4

The [local JLD] logo

---

—————

SCHEDULE 5

Addresses for service

[local JLD]	Sponsor

AS WITNESS the hands of the duly authorised agents on behalf of the parties hereto  
the day and year first before written

SIGNED AS A DEED BY     )     Signature  
For and On behalf of     )  
[local JLD]                 )     Full Name  
                                      )     Position

In the presence of:

Signature of Witness .....

Full Name of Witness .....

Full Address of Witness .....

SIGNED AS A DEED BY     )     Signature  
For and On behalf of     )  
[local JLD]                 )     Full Name  
                                      )     Position

In the presence of:

Signature of Witness .....

Full Name of Witness .....

Full Address of Witness .....

SIGNED AS A DEED BY     )     Signature  
For and On behalf of     )  
[sponsor]                 )     Full Name



) Position

In the presence of:

Signature of Witness .....

Full Name of Witness .....

Full Address of Witness .....

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