



## Community RePaint Scheme Agreement

### This agreement is between:

Resource Futures Limited (registered number 1667425) whose registered office is at The Create Centre, Smeaton Road, Bristol BS1 6XN, hereby referred to as 'RF',

and

.....

whose registered office is at .....

This agreement authorises.....  
to be an accepted member of the UK Community RePaint network managed by Resource Futures and entitled to operate an authorised Community RePaint scheme, recognised as Community RePaint ....., for the collection of surplus domestic paints (and woodcare) and redistribution to individuals and organisations in social and/or community need.

This organisation is therefore entitled to use the Community RePaint logo in conjunction with its activities, under licence, as it is a trademark registered by ICI paints (Dulux).

### 1. The Community RePaint scheme agrees to:

- 1.1 establish systems for the safe collection and storage of surplus, domestic paints (and woodcare) from household and/or trade sources;
- 1.2 work in partnership with local authorities, waste management companies, paint manufacturers and retailers, local charities, community and voluntary groups, etc as appropriate, in order to achieve the above;
- 1.3 redistribute a minimum of 5,000 litres per year, of the collected paint (and woodcare), to individuals and organisations in social, charitable and/or community need in return for a financial donation towards operational costs, via the sale of the paint, an annual subscription or free of monetary charge in cases of genuine social hardship; (Each scheme can determine their own criteria for defining social hardship in their own particular area. In essence, it means 'someone who needs some paint but due to their own social and financial circumstances cannot genuinely afford to pay something for it)
- 1.4 comply with all relevant legislation, licensing and regulation for all aspects of paint collection and reuse operations;
- 1.5 apply best practice and all necessary health and safety measures to minimise or eliminate risks to staff, volunteers, trainees, partners, visitors, beneficiaries and

- all other stakeholders, of accident or injury through Community RePaint operations;
- 1.6 effect all necessary insurance cover for Community RePaint operations, as required by law and as is prudent;
  - 1.7 provide relevant statistical information to RF regarding the volume of paint collected and redistributed and, for example, the number of jobs, volunteer and trainee positions supported through Community RePaint operations;
  - 1.8 where paint has been supplied through a 'deal' negotiated by RF, to agree to any reasonable conditions asked for by the manufacturer or retailer, so that good relations are maintained with the relevant company and paint is continued to be supplied to the network;
  - 1.9 act as responsible employers to all employees, trainees and volunteers;
  - 1.10 be responsible for the management and safe disposal of any unused/unwanted paint
  - 1.11 Additionally, it is also requested, that wherever possible: copies of any press or newspaper cuttings and other media coverage are sent to (or notified) to RF (who will use them to publicise the network as a whole to the general public, to the trade, government and sponsors).

## **2. The Community RePaint scheme also agrees to:**

- 2.1 use the Community RePaint name and logo (which includes the strapline) for general promotional activity (eg, leaflets, posters, website, etc) in accordance with the stated guidelines (see Appendix 1). The logo is trademarked by Dulux (Akzo Nobel [formerly ICI Paints]: RF is authorised to licence its use by official Community RePaint schemes);
- 2.2 pay legal consideration of one pound (£1) sterling to RF in order to use the Community RePaint logo trademark;
- 2.3 not directly accept **sponsorship or directly promote** a paint manufacturer who is a major competitor to Dulux (eg, Crown, Johnstone and Leyland [PPG Industries]) (please refer to RF for guidance and advice, if required, as it may be perfectly acceptable to acknowledge the local **support** of a DIY retailer such as B&Q, Homebase, etc or a Crown Decorator centre) however RF acknowledges that the collection and redistribution of paint and/or wood finish manufactured by a company other than Dulux is not considered as sponsorship or direct promotion of those brands;
- 2.4 conduct its business in accordance with the highest business standards and will not do any act which will or may reflect adversely upon the business integrity or goodwill of RF or Dulux;
- 2.5 not alter, obscure, remove, conceal or otherwise interfere with any markings, trade marks or notices relating to the paint products or other indication of the source of origin of the paint products which may be placed by Dulux (Akzo Nobel/ICI Paints) on its paint products (except to apply labels to 'tins' (packaging)

- providing basic information on the paint type, volume and colour and advising that the paint has been donated for reuse and that its quality is not guaranteed);
- 2.6 not place on or use in connection with the paint products manufactured by ICI Paints any trademark or in any way alter or tamper with paint products manufactured by ICI Paints or their packaging or appearance without the prior written consent of RF (except to attach information labels, as described in the bullet point directly above);
- 2.7 not analyse nor have analysed ICI Paints' paint products.

**3. Non-Compliance:**

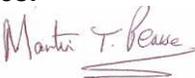
Continued failure to comply with the conditions in clause 1 and 2 will result in withdrawal of the right to use the Community RePaint name and logo by RF, the return of all relevant Community RePaint literature to RF and the removal of the words 'Community RePaint' from websites and other promotional material belonging to the host organisation.

**4. Resource Futures (RF) agrees to:**

- 4.1 Provide strategic and managerial support for the Community RePaint network, specifically by:
- 4.1.1 providing technical and operational support to existing and developing schemes in the network;
  - 4.1.2 providing authoritative information on best practice methodology, legal and regulatory issues for the operating of a Community RePaint scheme via technical documents and briefing notes, training events, meetings, website postings, emails and telephone calls, etc;
  - 4.1.3 producing the Community RePaint Technical Manual;
  - 4.1.4 hosting training seminars for schemes to share ideas and experiences from across the network, as well as arranging training for new and potential schemes;
  - 4.1.5 brokering paint 'deals' with national DIY retailers and paint manufacturers on behalf of the network, to generate a supply of paint and financial income for schemes;
  - 4.1.6 developing relationships with national charities, community sector organisations and voluntary bodies, in order to provide secondary markets for the use of paint from local schemes;
  - 4.1.7 publicising and promoting the Community RePaint network to the general public, trade, voluntary and community sector and other stakeholders through the website, press/media articles, exhibitions/conferences and publicity materials, etc;
  - 4.1.8 producing occasional promotional literature and materials on behalf of the network, and for individual schemes where assistance is requested;

- 4.1.9 promoting Community RePaint to government bodies, paint manufacturers and retailers, trade bodies and other stakeholders as a best practice mechanism for handling leftover paint and its inclusion in producer responsibility and corporate responsibility programmes;
  - 4.1.10 continuing dialogue with government and the paint trade to ensure that Community RePaint plays a significant role in the establishment of a paint product stewardship programme (as required under the Waste Strategy for England 2007);
  - 4.1.11 seeking new funding and developing new income streams for the national network and local schemes, and providing regular information on potential sources of funding available to the Community RePaint network, to help support individual Community RePaint schemes;
  - 4.1.12 allowing local schemes to use the Community RePaint logo and strapline under licence from Dulux (Akzo Nobel/ICI);
  - 4.1.13 maintaining the website [www.communityrepaint.org.uk](http://www.communityrepaint.org.uk) and keep up-to-date information on the site in order to promote the network;
  - 4.1.14 sharing information and good practice from individual schemes, across the network;
  - 4.1.15 keeping information supplied to it from individual Community RePaint schemes, confidential, and not releasing it to third parties without permission.
5. Expiry of agreement: No fixed date, as the agreement will 'roll on' unless either or both party(ies) want to end it.
  6. Termination: Either party may terminate this agreement on serving one months notice in writing on the other party
  7. For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

**Resource Futures:**

Signed.....  .....

Printed name.....Martin Pearse.....

Position...Community RePaint Network Manager.....Date...1<sup>st</sup> January 2023

..... (name of organisation)

Signed.....

Printed name.....

Position.....Date.....

(Two copies of this agreement to be signed. One copy to be kept on file by the Community RePaint scheme, the second copy to be returned to, and kept on file, by Resource Futures)

## Appendix 1: Guidelines for use of Community RePaint logo



- Schemes are asked to use the correct and up-to-date Community RePaint logo (see above) in all relevant communications and promotions as per the Community RePaint Scheme Agreement they have signed with Resource Futures. This includes the 'Proudly sponsored by Dulux'.
- When 'Community RePaint' is written in any published media it should always be **written in full** (ie, not abbreviated to 'RePaint') and show a capital letter on the 'C', 'R' and 'P'.
- Whilst reference is made to the Community RePaint National Network, an individual scheme is described as Community RePaint 'Name', where the name is that of the community or area served by the scheme, eg Community RePaint Derby or Community RePaint East London.
- It should be noted that the Community RePaint name and logo are trademarks of Dulux (Akzo Nobel/ICI Paints). Resource Futures is licensed to authorise use of the Community RePaint logo and name to third parties subject to the signing of the Community RePaint Scheme Agreement or a separate license agreement.
- This involves payment of a token amount of £1.00 to Resource Futures, being legal consideration, for the use of the logo and trademark by a community or voluntary group, charity or local authority. However, this may not be collected.
- The distinct Community RePaint livery of purple (Pantone 2425C) (C53, M100, Y19, K4, Web safe colour #8c2070) and blue (Pantone 648C) (C100, M80, Y0, K45, Web safe colour #102a62) is used for the Community RePaint logo.
- The standard Community RePaint typeface is Gotham and should be used in graphic design media. Where Gotham is not available please use Arial.
- The Community RePaint logo should be used for publicity materials such as leaflets and posters as well as appropriate infrastructure including signage and the custom-made, walk-in containers used as paint drop-off facilities at Household Waste Recycling Centres or civic amenity sites.

For a full copy of the Community RePaint logo guidelines, please refer to [www.communityrepaint.co.uk](http://www.communityrepaint.co.uk) (members' area) or contact Resource Futures.

An electronic version of the Community RePaint logo can be obtained from Resource Futures.