Out There Exeter Membership

Terms and Conditions

1. **Introduction**

These Terms and Conditions govern the relationship between Out There Exeter (the "Charity") and any individual that becomes a member of the Charity (a "Member").

1. **General Terms**
   1. These terms and conditions apply to all meetings of members of the Charity, a CIO registered in England and Wales with charity number XXXXX.
   2. These terms and conditions are intended to supplement, but not replace, any provisions in the Charity's governing document relating to membership of the Charity.
2. **Membership**
   1. Membership of the Charity is open to individuals who agree to abide by these Terms and Conditions.
   2. Membership of the Charity is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated their agreement to become a member and acceptance of the duty of members, in accordance with the provisions outlined in the Charity's governing document.
   3. To become a Member, an individual must submit an application form. The Charity will review all applications and may, at its sole discretion, approve or deny any application.
   4. There is one type of membership: individual. Individual membership is for individuals who support the Charity's mission and want to stay informed about its activities.
   5. Membership is not transferable or assignable.
3. **Application for Membership**
   1. To apply for membership, an individual must complete and submit an application form to the Charity by email at [info@out-there-exeter.com](mailto:info@out-there-exeter.com). The application form can be found on the Charity's website or can be requested by email at [info@out-there-exeter.com](mailto:info@out-there-exeter.com).
   2. Upon receiving an application form, the Charity will review the application and may, at its sole discretion, approve or deny the application.
   3. The Charity will notify the applicant of the decision regarding their application within 21 days.
   4. If an application is approved, the applicant will be notified of their membership status by email, and will be provided with a membership number.
   5. Membership is effective upon receipt of the approval notification and membership number.
4. **Membership Benefits**

Members of the Charity will enjoy a number of benefits, including:

* Taking ordinary decisions by vote
* Access to exclusive events and opportunities
* Discounts on, and VIP for, Charity programs and services
* Invitations to special events and gatherings
* Access to the Charity’s Committee Intranet
* Networking opportunities with other Members and supporters of the Charity

1. **Membership Fees**
   1. Membership of the Charity is currently free of charge. However, the Charity reserves the right to introduce a membership fee in the future, at its sole discretion.
   2. If the Charity decides to introduce a membership fee, it will provide Members with notice of this change in advance.
2. **Termination of Membership**
   1. Membership may be terminated by the Charity for any of the following reasons.

* Breach of these Terms and Conditions
* Engagement in conduct that is deemed to be harmful to the Charity or its reputation
  1. A Member may terminate their membership at any time by providing written notice to the Charity.

1. **Meetings of Membership**
   1. Attendance at Meetings
      1. All members of the Charity are entitled to attend and participate in annual general meetings and general meetings of the Charity.
      2. Members may also be invited to attend and participate in other meetings of the Charity, such as committee meetings.
   2. Attendance Requirement:
      1. Members are expected to attend at least one general meeting of the Charity every six months, provided a minimum of two general meetings are held within that period. Non-attendance at general meetings within six months without a justifiable reason may result in the suspension of membership privileges until such time as the member provides a satisfactory explanation for their absence.
      2. Members should notify the Charity in advance if they are unable to attend a general meeting.
   3. Conduct of Meetings
      1. Meetings will be chaired by the Chair of the Charity or, in their absence, by another member of the Charity's Board of Trustees.
      2. The chair will be responsible for ensuring that meetings are conducted in an orderly and efficient manner.
      3. All members shall have the right to speak at meetings, but shall do so in a respectful and courteous manner.
      4. The chair shall have the power to remove from the meeting any member who is disruptive or who is otherwise in breach of these terms and conditions.
   4. Voting at Meetings
      1. All members who are present at a meeting in person or by electronic means shall have the right to vote on any resolutions put to the meeting.
      2. Voting at general meetings and other relevant meetings of the Charity shall be conducted in accordance with the provisions outlined in the Charity's governing document. These provisions may include specific procedures for quorum requirements, and majority votes required for different types of resolutions. Members are advised to familiarise themselves with the voting procedures detailed in the governing document to ensure their participation is informed and compliant.
      3. In the event of any discrepancies or ambiguities regarding voting procedures, the Chair of the meeting shall have the final authority to interpret and apply the governing document's provisions. Members may also seek clarification from the Charity's Secretary or other designated officials if they have any questions or concerns about voting procedures.
   5. Quorum
      1. No business shall be transacted at any meeting of the Charity unless a quorum is present.
      2. A quorum shall be constituted by such number of members as is specified in the Charity's governing document.
2. **Associate Membership**
   1. The Charity may offer Associate membership to individuals who are interested in supporting the Charity's work but do not wish to hold full voting membership.
   2. Associate members shall have the following rights and privileges:

* Receive regular updates on the Charity's activities and achievements.
* Attend general meetings of the Charity as observers.
* Volunteer their time and skills to assist the Charity in its work.
* Participate in social events and activities organised by the Charity.
  1. Associate members shall not have the right to vote on resolutions at general meetings of the Charity.
  2. Individuals interested in becoming Associate members of the Charity can apply by submitting an application form via email to [info@out-there-exeter.com](mailto:info@out-there-exeter.com). The application form will require basic personal information and confirmation of agreement with clause 9 of these terms and conditions. Upon receipt of the application, the Charity will review it and notify the applicant of the decision within 21 days. Successful applicants will be added to the Charity's list of Associate members and will receive further information about benefits and participation opportunities.
  3. The Charity reserves the right to revoke Associate membership at any time, without giving reasons, if it considers such action to be in the best interests of the Charity.
  4. Associate members are expected to conduct themselves in a manner that is consistent with the Charity's values and objectives.
  5. Membership of the Charity may be terminated in circumstances that lead the individual to be in breach of any of these terms and conditions.
  6. In the event of termination of membership, all rights and privileges associated with Associate membership shall cease immediately.
  7. Former members may reapply for Associate membership, but their application shall be subject to the same approval process as new applicants.

1. **Data Protection**

The charity is committed to protecting the privacy of its members and associate Members.

* 1. The charity will collect, store, and process the personal data of members and associate member in accordance with the Data Protection Act 2018 and other applicable data protection laws.
  2. The charity will collect and use personal information from members and associate members in accordance with its Privacy Policy.
  3. Members and associate members have the right to access, rectify, erase, restrict the processing of, object to the processing of, and receive portability of their personal data.

1. **Limitation of Liability**

The charity shall not be liable for any damages, including but not limited to, direct, indirect, special, consequential, or punitive damages, arising out of or in connection with these Terms and Conditions or the charity's activities.

1. **Entire Agreement**

These Terms and Conditions constitute the entire agreement between the Charity and its Members. Any other agreements, representations, or statements, whether oral or written, are hereby superseded.

1. **Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

1. **Severability**

If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck from these Terms and Conditions and the remaining provisions shall remain in full force and effect.

1. **Amendments**

The Charity may amend these Terms and Conditions from time to time. The Charity will provide Members with notice of any changes to these Terms and Conditions in advance.

1. **Contact Us**

If you have any questions about these Terms and Conditions, please contact us at [info@out-there-exeter.com](mailto:info@out-there-exeter.com).

1. **Version Control**

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| **Version:** | v1.1 FINAL |
| **Date of approval:** | 01/12/2023 |
| **Date of next review is due:** | 01/12/2024 |