



Membership terms and conditions

in relation to the Voluntary Organisations Disability Group

Membership terms and conditions

Introduction

- (A) These terms and conditions form the basis of the contract through which the Voluntary Organisations Disability Group (**VODG, we or us**) will deliver membership services (the **Services**) to you, as a member of VODG (**VODG member or you or your**) and how you will, as part of your membership of VODG (the **membership**) conduct yourself. For the avoidance of doubt, reference to a VODG member shall be reference to the organisation which is a VODG member, not any individual related (howsoever) to that organisation.
- (B) VODG is a company limited by guarantee and registered charity. VODG is a membership body representing organisations within the voluntary sector who work alongside disabled people. VODG's **vision** is for an ambitious, trusted and vibrant voluntary sector that works together to enable disabled people to live the lives they choose. In pursuit of this vision, VODG's **mission** is to support its members to achieve excellence and to influence those who can improve the environment in which they operate.
- (C) These terms and conditions are ancillary to the terms and conditions binding on all members of VODG and contained in the articles of association of VODG (the **Articles**) and should be read in conjunction with the same. However, if there is a conflict between these terms and conditions and any provision of the Articles, these terms and conditions shall prevail.

Agreed terms

1 Membership benefits

- 1.1 As part of your membership you will receive a wide range of benefits which are listed on the VODG website, www.vodg.org.uk (the **Site**). These benefits are subject to annual review by VODG and include:
- 1.1.1 regular briefings and updates
 - 1.1.2 invitations to all VODG meetings, networking events, seminars and events held by VODG (**Core Events**);
 - 1.1.3 invitations to additional events and initiatives (as more particularly set out below);
 - 1.1.4 access to notes of meetings and (where applicable) copies of presentation slides; and
 - 1.1.5 the ability to exchange knowledge and experiences with other VODG members, including online via the Site.
- 1.2 As a member, you will also be entitled to attend member meetings and vote on member resolutions of VODG including (but not limited to) VODG's annual general meeting and the ability to be considered for election as trustee of VODG. For more information on these, please refer to the Articles.

- 1.3 VODG reserves the right to change the benefits that apply to any VODG membership at any time without prior notice (other than those which are specifically set out in the Articles which shall only be amended in accordance with the Companies Act 2006).
- 1.4 In addition to the benefits listed in paragraph 1.1 and 1.2 above, VODG will represent its members' views, thoughts and concerns at policy development and implementation groups at a national, regional and local level as appropriate.
- 1.5 VODG investors and sponsors may offer benefits to members in addition to the Core Events. Any costs in respect of these events are not part of the Membership Fee. These providers will have absolute discretion in relation to the provision of services, and membership of the VODG does not guarantee that the external provider will accept an application from a VODG member for the provision of services.
- 1.6 Services supplied by VODG investors or sponsors will be subject to that provider's own terms and conditions, and VODG does not accept any liability for loss or damage suffered as a result of a fault, error or omission in the provision of these services.
- 1.7 VODG reserves the right to change its external providers without prior notice and VODG's decision on services provided is final.

2 Membership renewals

- 2.1 Membership Fees (as defined below) are payable annual in advance.
- 2.2 VODG's membership year runs from 1 April to 31 March each year (**Membership Year**).
- 2.3 Ahead of the start of a Membership Year, VODG shall issue an invoice to its members in respect of the Membership Fees (**Invoice**).
- 2.4 Members joining part way through a Membership Year will be invoiced pro-rata for the remainder of that Membership Year the membership commences (**Pro-rata Invoice**).
- 2.5 The members shall have one calendar month from the date of the Invoice or Pro-rata Invoice (as the case may be) (**Payment Period**) to either:
- 2.5.1 in respect of continuing members only, give written confirmation to VODG that it does not wish to renew its membership with VODG for the upcoming Membership Year; or
 - 2.5.2 pay the Membership Fees.
- 2.6 Payment on the Membership Fees shall be taken by VODG as the member acceptance of, and agreement to be bound by, these terms and conditions.
- 2.7 In the event that payment of the Membership Fees is not received, in cleared funds, or, in the case of Continuing Members only, VODG has not received notice pursuant to paragraph 2.4.1 above prior to the expiry of the Payment Period, VODG shall be entitled to pursue the member for non-payment of the Membership Fees and may, in VODG's absolute discretion, terminate your membership.

2.8 VODG reserves the right (in its absolute discretion) to allow you to continue be a member of VODG for the upcoming Membership Year once payment of that Invoice or Pro-rata Invoice (as the case may be) is received beyond the Payment Period.

2.9 Notice of your intention not to renew your membership in accordance with paragraph 2.5.1 must be provided by email to info@vodg.org.uk (or such other address as notified to you by VODG from time to time) and addressed to the chief executive of VODG.

3 Cancellations of membership

3.1 If you no longer wish to be a member of VODG part way through a Membership Year, you must inform us, in writing, of your intention to terminate your membership. Notice of your intention to terminate your membership must be provided by email to info@vodg.org.uk (or such other address as notified to you by VODG from time to time) and addressed to the chief executive of VODG.

3.2 No refunds will be given for cancellation of a membership part way through a Membership Year.

3.3 Please refer to paragraph 2.5.1 above in respect of your decision not to renew your membership for an upcoming Membership Year.

4 Membership Fees

4.1 The Membership Fees for each Membership Year shall be set out in the Invoice and on the Site.

4.2 The Membership Fees will depend on your annual income and VODG has the right to apply different Membership Fees to different members in its absolute discretion.

4.3 If you have any queries in respect of the Membership Fees, or believe that the amount of Membership Fees is not correct, please contact info@VODG.org.uk during the Payment Period.

5 Members' obligations

5.1 As a VODG member you will support the vision, values, beliefs and mission of VODG (the **Values**) during your membership. VODG will publicise its Values on the Site and will update members on any changes.

5.2 You shall not do anything, or omit to do anything, which shall cause disrepute to VODG. Breach of this condition 5.2 may lead to termination of your membership (in VODG's absolute discretion).

6 Core Events

6.1 The terms contained in this paragraph 6 relate to Core Events only and should be read in conjunction with the terms contained in paragraph 8 below.

6.2 One representative of each VODG member (the **Representative**) is, subject to availability and complying with the booking process (as set out in paragraph 6.4 below), entitled to attend each Core Event. This is part of the membership and shall be at no additional cost to the member.

- 6.3 Subject to availability at a Core Event, additional delegates may be permitted to attend. There may be a cost for each additional delegate attending a Core Event (**Additional Delegate Charge**); notice of any Additional Delegate Charge will be notified to you by VODG.
- 6.4 Early registration for a Core Event is advised and registration will close ten business days prior to the date of the Core Event. VODG will publicise Core Events on the Site and registration can be made by following the link on the Site.
- 6.5 If the Representative or any of your additional delegates (the **Original Delegates** and each an **Original Delegate**) are unable to attend a Core Event, you must either:
- 6.5.1 give written notice to events.network@vodg.org.uk that the Original Delegates (or one of them) are no longer able to attend and the details of a replacement delegate (which must be from the same organisation as the Original Delegate); or
 - 6.5.2 provide written confirmation of the Original Delegate's cancellation to events.networks@vodg.org.uk and procure that their booking is cancelled on the event page for that Core Event,
- no less than ten business days prior to the date of the Core Event.
- 6.6 If you fail to cancel an Original Delegate's attendance at a Core Event in accordance with paragraph 6.5, or an Original Delegate fails to attend a Core Event, a cancellation charge shall be charged to you (**Cancellation Charge**). The Cancellation Charge [will be in addition to any Additional Delegate Charge and] is to cover costs which VODG will have incurred in respect of that Original Delegate's place at the Core Event.
- 6.7 Following a Core Event, VODG shall issue an invoice in respect of any Additional Delegate Charge or Cancellation Charge. Payment of the same must be settled within 30 calendar days from the date of such invoice.

7 **Additional Events**

- 7.1 The terms contained in this paragraph 7 relate to Additional Events (as defined below) and should be read in conjunction with paragraph 8 below.
- 7.2 In addition to the Core Events, VODG may, from time to time, put on additional events and initiatives (**Additional Events**) in response to member feedback or requests for specific events or particular sector issues identified by VODG.
- 7.3 The Additional Event will be publicised on the Site and may, at the discretion of VODG, be open to some or all members. A Representative shall be entitled to apply for a place on an Additional Event. However, VODG shall be entitled to accept or reject that Representatives application if, in VODG's sole discretion, VODG believes that Additional Event is not targeted towards that Representative or the member to which the Representative belongs. VODG shall give written confirmation (via email) on its decision to you as soon as reasonably possible.
- 7.4 Places on the Additional Events are subject to availability.

7.5 In the event that VODG apply a cost to attend an Additional Event (**Additional Event Cost**), such Additional Event Cost will not be covered by the Membership Fees. VODG shall issue an invoice after the Additional Event in respect of any Additional Event Cost; payment of the same must be settled within 30 calendar days from the date of the invoice.

7.6 Subject to the successful booking of a Representative's place at an Additional Event and in the event that your Representative is no longer able to attend an Additional Event you must either:

7.6.1 give written notice to events.network@vodg.org.uk that the Representative is no longer able to attend and the details of a replacement delegate (which must be from the same organisation as the Representative); or

7.6.2 provide written confirmation of the Representative's cancellation to events.networks@vodg.org.uk and procure that their booking is cancelled on the event page for that Additional Event,

no less than ten business days prior to the date of the Additional Event.

7.7 VODG shall be entitled to, in its absolute discretion, reject a replacement delegate following notice being given in accordance with 7.6.1 above. VODG shall give written confirmation (via email) whenever the replacement delegate can attend the Additional Event as soon as reasonably possible.

7.8 If such notice is given in accordance with this paragraph 7.6, VODG may, in its absolute discretion, refund you the Additional Event Cost (but shall be under no obligation to do so).

7.9 In the event that either:

7.9.1 you or your Representative (or their replacement; if that replacement has been approved by VODG) fail to cancel the Representative's (or replacement's) attendance at an Additional Event in accordance with paragraph 7.6 above; or

7.9.2 the Representative (or their replacement) fails to attend an Additional Event,

the Additional Event Cost shall not be reimbursed to you.

8 Registration for, content of and publicity of events

8.1 Please ensure that your Representative and, where permitted, an additional or replacement delegate, uses an organisational email address when registering for a Core Event or Additional Event (together **Events**). Use of a personal email address is not permitted and the registration request will automatically be deleted.

8.2 In the event that the capacity for an Event is reached, VODG may, in its absolute discretion:

8.2.1 offer a waiting list to the Representatives of those members and/or their additional delegates who have registered for an Event but have not received a place at such Event; or

8.2.2 prioritise delegates based on the number of attendees a member has already requested.

- 8.3 VODG reserves the right to change the date and/or location of an Event at any time prior to the date of the Event without attributing a reason for such change. In the event a change to the date and/or location of an Event is made, VODG shall endeavour to provide as much notice as possible of such change. Any notifications in respect of an Event will be sent from events.network@vodg.org.uk.
- 8.4 Please ensure that you or your Representative, or any additional or replacement delegates inform VODG of any access or equipment requirements at the time of registration for the Event
- 8.5 In the event an Event offers food, you must ensure that any dietary requirements of any Representative, additional or replacement delegate attending on your behalf are made when an Event is booked or, in the case of a replacement delegate, when notice of that replacement delegate's attendance at an Event is given by you.
- 8.6 VODG may look to photograph, film or audio record the proceedings at any Event (**Recordings**). As part of the registration process for the Event, each delegate shall be required to consent to the Recordings. Failure to consent to Recordings may result in that delegate not being permitted to participate in an Event (or part of the Event which is being recorded). No Recordings shall be publicised without first being approved by VODG.
- 8.7 You, your Representative or any additional or replacement delegates shall not be permitted to record any Event unless expressly authorised to do so by VODG.

9 Viruses, hacking and other offences

- 9.1 You shall not and shall procure that none of your employees, members, officers or any third party who has access to the Site on your behalf:
- 9.1.1 knowingly introduce any viruses into the Site;
 - 9.1.2 attack (or instigate or facilitate the attack of) the Site or Services via a denial-of-service attack or a distributed denial-of-service attack; or
 - 9.1.3 use the Site or Services for any purpose which is unlawful, abusive, libellous, obscene or threatening.
- 9.2 A breach of this clause may constitute a criminal offence. We may report any such breach (whether actual or suspected) to the relevant law enforcement authorities and you agree to cooperate with those authorities. We shall not be under any duty or obligation to notify you of any report made in accordance with this paragraph if such notification could be an offence.
- 9.3 You shall be responsible for ensuring that you have in place on such systems appropriate virus protection processes and software.
- 9.4 We will not be liable for any losses caused by any form of attack or viruses that may infect your computer equipment, computer programs, data or other proprietary material due to use of the Site or Services.

10 Links to third party websites etc.

The Site may contain links to other websites (for example, to an external website for registration for an Event), which in turn may contain material that has been produced by

third parties not affiliated with us. We have no control over those other websites and accept no responsibility or liability for information or content provided on such websites.

11 Liability

11.1 Nothing in these terms and conditions shall exclude or limit any person's liability for death or personal injury caused by its negligence, or any person's liability for fraud.

11.2 Subject to the above, neither we nor any of our agents, licensors, delegates or any third party engaged by or on behalf of VODG to deliver the Services or our or their directors, officers or employees will be liable for any losses incurred or suffered by you, directly or indirectly in connection with:

11.2.1 materials provided to or by or on behalf of us being corrupted or inaccurate;

11.2.2 you being unable for whatever reason to access or use the Site or Services;

11.2.3 benefits, goods or services provided by an external provider or third-party;

11.2.4 any acts or omissions by you, any other VODG members, or your or their personnel; or

11.2.5 us, or other VODG members, acting on materials or communications which purport to have been made by or on behalf of you but which have been created or sent by:

(a) a third party purporting to act in your name; or

(b) a person who has lawful access to the Site or the Services but who exceeds his authority,

regardless of whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise.

11.3 Further, neither we nor any of our agents, licensors or delegates or any third party engaged by or on behalf of VODG to provide the Services or its or their directors, officers or employees will be liable for any indirect or consequential losses incurred or suffered by you, whether or not those losses are foreseeable.

11.4 The total aggregate liability of us to you for all losses arising out of or in connection with these terms and conditions, the Site and the Services (whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the amount of Subscription Fees for that Membership Year.

11.5 Except as specified in these terms and conditions, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.

12 Confidential Information

12.1 You shall treat as confidential and shall not (other than where permitted or compelled to do so by any applicable law) use or disclose to any person any Confidential Information nor permit its disclosure by on your behalf or otherwise. For the purposes of these terms and

conditions, **Confidential Information** means all information (in whatever form) which is not publicly known and which is disclosed to, or otherwise learnt by, you in connection with the Site, Services, your membership or these terms and conditions.

12.2 The obligation contained in paragraph 12.1 shall continue after termination of these terms and conditions.

13 Data Protection

13.1 For the purpose of this paragraph 13:

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation.

13.3 As a member, you will ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of any personal data provided to VODG for the duration of your membership.

14 Termination

14.1 Without affecting any other rights and remedies which we may have and without liability to you for any losses which may result, we may terminate your membership immediately and without notice if:

14.1.1 in our sole opinion, you materially [and repeatedly] breach any of these terms and conditions (other than the terms and conditions contained in paragraph 3 which are dealt with paragraph 14.1.2 below);

14.1.2 we terminate your membership in accordance with paragraph 2.7;

14.1.3 you breach the terms and conditions set out in paragraph 3;

14.1.4 your membership is terminated in accordance with the Articles;

14.1.5 in our sole opinion, we believe that you no longer meet the requirements to be a member of VODG (as set out in the Articles);

14.1.6 you fail to renew your membership in accordance with these terms;

14.1.7 we are required by any applicable law to terminate these terms and conditions;
or

14.1.8 at any time by giving you seven days' notice in writing,

and, it is acknowledged by you that on termination of your membership howsoever, these terms and conditions shall automatically terminate.

14.2 On any termination of these terms and conditions your right to use the Site and the Services shall cease immediately, and we shall terminate your access to and use of the Site and Services and invalidate any relevant access details.

14.3 Termination for whatever reason of these terms and conditions shall not affect:

14.3.1 any rights, liabilities or obligations which accrued before such termination;

14.3.2 any right to payment of fees; and

14.3.3 any of these terms and conditions that are intended to continue to have effect after such termination.

15 Force Majeure

Neither we nor you shall be in breach of these terms and conditions if we are unable to perform any of our obligations under these terms and conditions if such failure is a result of events, circumstances or causes beyond our reasonable control.

16 Variation

16.1 We may change these terms and conditions at any time upon giving you 14 days prior written notice. The most recent edition of these terms and conditions will be binding upon you. VODG will endeavour to upload a copy of the most recent terms and conditions to the members' portal on the Site.

17 No partnership

Nothing contained in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between you or VODG or constitute either VODG or you as an agent for the other or authorise VODG to make or enter into any commitments for or on behalf of you or authorise you to enter into any commitments for or on behalf of VODG.

18 Third parties

Unless expressly stated otherwise, a person who is not party to these terms and conditions shall not have any rights under on in connection with them and they shall not be able to enforce any of these terms and conditions. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

19 Entire agreement

These terms and conditions override any contrary terms or conditions published in relation to any membership between you and us.

20 Intellectual property

All and any intellectual property rights howsoever arising in connection with the Services shall be owned by VODG and nothing in these terms or any other arrangement, agreement

or understanding between VODG and you shall be deemed to constitute a licence of such intellectual property to you.

21 Governing law and jurisdiction

21.1 These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the same shall be governed by and construed in accordance with the laws of England and Wales.

21.2 You hereby irrevocably submit to the exclusive jurisdiction of the English courts.

22 Queries, comments and complaints

If you have any queries, comments or complaints about your subscription please contact the VODG team on info@VODG.org.uk .