

Soroptimist International Great Britain and Ireland (SIGBI) Limited ('SIGBI')

Terms and Conditions of SIGBI Associate Membership

1. Introduction

- 1.1 Associate Members will be expected to promote the Vision, Mission, Objects and Values of Soroptimist International and SIGBI.
- 1.2 SIGBI is a women's not for profit service organisation, which offers Associate Membership to women.
- 1.3 Associate Membership of SIGBI requires Associate Members to agree to these terms and conditions prior to becoming a member. Potential Associate Members will be asked to read and sign a declaration to this effect. Once Associate Membership is granted, these terms and conditions will form a binding contract between the Associate Member and SIGBI.
- 1.4 These terms and conditions are supplemental and subject to the Articles of Association and Byelaws of SIGBI as amended from time to time.

2. Definitions

- 2.1 **'Laws'** means any common law of the United Kingdom or statute or statutory instrument enacted by the United Kingdom Parliament or any United Kingdom regional government and shall be extended as far as the Associate Member is concerned (but not SIGBI) to include the laws of the country in which the Associate Member is resident or domiciled.
- 2.2 **'the Logo'** means the SIGBI Dynamic S Logo and/or the Soroptimist Emblem and any other branding introduced by SIGBI or Soroptimist International from time to time.
- 2.3 **'the Organisation'** means SIGBI and its member Clubs, Regions, National Associations, Networks and Countries.
- 2.4 **'Soroptimist International'** means the world-wide Soroptimist movement constituted as a company limited by guarantee registered in England and Wales with company number 08670477 and its member Federations including SIGBI.
- 2.5 **'SIGBI'** means Soroptimist International Great Britain and Ireland (SIGBI) Limited, a company limited by guarantee registered in England and Wales, company number 07058666, whose registered office is situated at 2nd Floor, Beckwith House, 1 Wellington Road North, Stockport, SK4 1AF, United Kingdom.

3. General

- 3.1 SIGBI and Associate Members warrant that they will not deliberately, or negligently contravene any Laws or take part in any illegal activity.
- 3.2 Associate Members agree not to use or alter the Logo, SIGBI documentation or any other intellectual property belonging to SIGBI for any purpose other than those specifically authorised by SIGBI. Unauthorised use may result in Associate Membership being terminated by SIGBI and may also constitute a civil or criminal offence. The Logo is a registered trademark and SIGBI reserves the right to take legal action against any individual who misuses the Logo.

3.3 SIGBI and Associate Members will endeavour to comply with the Data Protection Act 1998 and will not share or sell details to third partner or external organisations. SIGBI is registered with the Information Commissioner's Office (reference ZA006661).

3.4 Associate Members will notify SIGBI of any changes to their personal data held by SIGBI, so that SIGBI records are always kept up to date and accurate.

4. Voting Rights/Holding Office

4.1 Associate Members are not entitled to vote at any level within the Organisation.

4.2 Associate Members are not eligible to hold office at any level within the Organisation.

5. Cancellation of Associate Membership

5.1 Associate Members may withdraw or cancel their Associate Membership at any time by contacting SIGBI's registered office but shall not be entitled to any refund of fees or subscriptions paid in these circumstances.

5.2 Associate Members accept that Associate Membership may be cancelled or access to Associate Member services (if any) suspended by SIGBI without notice for unreasonable use or abuse of any such Associate Member services.

6. Fees

6.1 An annual Associate Membership fee is payable by or in respect of each Associate Member and must be paid by the due date notified by SIGBI.

6.2 Renewal of Associate Membership is not automatic and is entirely at the discretion of SIGBI

6.3 Annual Associate Membership fees are non-refundable.

6.4 SIGBI may introduce new or amend any existing fees or charges relating to Associate Membership, upon giving written notice or upon the annual renewal date for Associate Membership. Written notice shall, in this context, include publishing any changes upon the SIGBI website.

7. Termination/Suspension of Associate Membership

7.1 SIGBI reserves the right to terminate Associate Membership at any time with immediate effect at their absolute discretion:

- should there be a significant breach in these terms and conditions of Associate Membership by the Associate Member concerned including a failure to uphold the objects of Soroptimist International or engaging in any activity or conduct which reflects adversely on the Organisation;
- where an Associate Member has failed to pay her Associate Membership subscription fee one month after it is due.

7.2 If Associate Membership is suspended or terminated, SIGBI will provide the Associate Member with a written explanation of the reason for its action.

7.3 An Associate Member who has received notice of termination of their Associate Membership shall have the right (within 14 days of receipt of such notice only) to appeal in writing to the Federation Management Board of SIGBI for reconsideration of the matter by them, which reconsideration shall take place at the Federation Management Board meeting next after receipt of such appeal by SIGBI and the decision of the Federation Management Board shall then be final.

- 7.4 Associate Membership will not be suspended or revoked, nor will an application for membership be refused for reasons other than those specified in these terms and conditions, or as a result of other action which is likely to bring SIGBI into disrepute.
- 7.5 If Associate Membership should end for any reason, permission to use the SIGBI Logo or advocacy statements or any other SIGBI documentation is revoked with immediate effect.

8. Fundraising

- 8.1 Associate Members are authorised to raise funds for SIGBI charities and projects as approved by SIGBI from time to time in the same way as any other member of the Organisation.
- 8.2 Associate Members will keep the proceeds of all such collections and fundraising activities safe and separate from their own monies, and will hand over the proceeds to SIGBI not more than one month after receipt of the same. SIGBI will issue a receipt to the Associate Member for the same.
- 8.3 Associate Members undertake to prepare and keep a written record of all income and expenditure in relation to a fundraising event.
- 8.4 Associate Members will be responsible for ensuring that there is a suitable Public Liability Insurance policy in place covering any authorised fundraising events, liaising with SIGBI where necessary.

9. Amendments

- 9.1 SIGBI reserves the right to alter or amend these terms and conditions at its discretion. Any changes will be notified to Associate Members as soon as is reasonably practicable and published on the SIGBI website. Amendments will not apply retrospectively.

10. Applicable Law

- 10.1 The law of England and Wales applies to these terms and conditions and the contract between the Associate Member and SIGBI, referred to in Clause 1.3.