

Clinks membership terms and conditions

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Clinks is a registered charity no. 1074546 and a company limited by guarantee, registered in England no. 3562176, with its registered office at Block C, 5th Floor, Tavistock House, Tavistock Square, London, WC1H 9JJ.

The following are the terms and conditions between Clinks and the organisation to which it has agreed to provide membership. You should read them carefully as they set out your rights and obligations as a member of the charity. These terms and conditions are based on our [Articles of Association](#).

In consideration of us accepting your application to become a Clinks member, you agree to be bound by these terms and conditions.

Charity membership rights and obligations

Full members of Clinks have certain rights and obligations laid down in Company Law and our [Articles of Association](#).

As a Clinks full member you have the right to:

- Attend the Annual General Meeting of the Charity
- Receive the Annual Report and Accounts of the Charity
- Vote in elections for Charity Trustees
- Vote on company resolutions.

As a member of Clinks you accept a limited liability to contribute up to £1 towards the Clinks' debts and liabilities should the charity be wound up. This obligation continues for one year from when you cease to be a member but only to the extent that those debts and liabilities existed at the time your membership ceased.

Full details of your membership rights and obligations are available in our Articles of Association. All members of the charity are bound by the Articles of Association and in the event of any conflict between these terms and conditions and the Articles of Association, the Articles shall take precedence.

Our Articles of Association provide the Clinks' Trustees with the power to make and amend rules for the administration and management of Clinks. These rules include our criteria for the admission of members and a membership [code of conduct](#) which outlines our expectations regarding members' behaviour towards Clinks, other members and overall. A breach of this code of conduct may result in removal from membership.

These rules are binding on Clinks, the Trustees and members. Any rules made or amended by the Trustees must not be inconsistent with any of the provisions of the Articles of Association and the rules must be made available to any member on request made to the Charity.

If there is any inconsistency between these rules and the Articles of Association, the Articles shall take precedence.

Eligibility for joining

There are three types of Clinks membership: Full membership, Individual Associate membership and Organisation Associate membership.

Membership of Clinks does not constitute any form of quality standard or assurance and is not an endorsement of any member organisation or its activities.

Full membership

Full membership of Clinks is open to voluntary organisations who work with people in contact with the criminal justice system who support our vision of a vibrant, independent and resilient voluntary sector that enables people to transform their lives. Clinks membership offers you a voice to influence change, practical assistance to be effective and resilient and support from a community of like-minded professionals within England and Wales. Membership is open to organisations outside of England and Wales but Clinks' work is focussed on these locations. Our members, which range from large organisations through to unstaffed community groups, work in prisons and the community in a variety of ways to help people turn their lives around and offer support to their families.

Your organisation must meet the following criteria:

- You are a voluntary organisation, established to take action for the benefit of the community. This can be, but not limited to: a charity, a community interest company, or non-profit social enterprise.
- Your organisation works in the criminal justice system, on criminal justice issues or with people in contact with the criminal justice system, in part or as a whole.
- The aims, objectives and working methods of your organisation are written down in a publicly available document.
- Your organisation and your staff agree to abide by the Clinks membership [code of conduct](#).

Individual Associate membership

Individual Associate membership of Clinks is open to any individual who supports Clinks vision of a vibrant, independent and resilient voluntary sector that enables people to transform their lives. Individual members include statutory and private sector staff working in the criminal justice system as well as researchers and people with lived experience of the criminal justice system. Individual members must agree to abide by the Clinks membership code of conduct.

Organisation Associate membership

Organisation Associate membership of Clinks is open to non-voluntary organisations who support our vision of a vibrant, independent and resilient voluntary sector that enables people to transform their lives. Clinks membership offers you practical assistance to be effective and resilient and support from a community of like-minded professionals. Our organisation associate members, which range from large to small organisations, work in prisons and the community in a variety of ways to help people turn their lives around.

Your organisation must meet the following criteria:

- Your organisation works in the criminal justice system, on criminal justice issues or with people in contact with the criminal justice system, in part or as a whole.
- Your organisation and your staff agree to abide by the Clinks membership [code of conduct](#).
- You agree to pay membership fees.

Confirmation of membership

To become a Clinks member, please follow the instructions on our [membership page](#). Upon completion of this online process, you will see a confirmation page which acknowledges your application. If you require the application form in an alternative format please contact info@clinks.org. When you submit your online application to Clinks, you are agreeing to subscribe to Clinks which, if accepted, will result in a legally binding contract.

Acknowledgement that your application has been received and is being processed does not mean that your application has been accepted. If you are applying for free membership, your membership begins on the date we contact you to confirm approval of your membership from the Clinks' trustees. If your membership incurs a fee, your membership begins after confirmed approval from our Trustees and the full receipt of your fees.

Clinks membership is processed annually. At the point of annual renewal of your membership, you will be contacted by Clinks membership team. Your renewal payment is confirmation of the

continued acceptance of this contract. For full members who are eligible for free membership, we will take an email from you as written confirmation of agreement to renew.

Once renewal of your membership has occurred, it will still be possible to cancel your membership, but we are not obliged to offer a refund.

If you fail to renew your membership it will lapse. It is not possible to reinstate lapsed membership online. Please contact Clinks to arrange payment at info@clinks.org.

Membership benefits

As a Clinks member you will receive a [wide range of benefits](#). Membership benefits may vary according to the type of membership. We reserve the right to change the benefits that apply to Clinks membership at any time without prior notice.

Membership benefits may include offers and discounts from external providers. Any external providers of a membership benefit will have discretion in relation to the provision of their services. Membership of Clinks does not guarantee that the external provider will accept an application for the provision of services.

Services supplied by an external provider will be subject to the provider's own terms and conditions, and we do not accept any liability for loss or damage suffered as a result of a fault, error or omission in the provision of these services.

We reserve the right to change our external providers without prior notice and our decision on services provided is final.

Use of Clinks name and logo

Members must not use Clinks' logo on any published materials (this includes online, in print or on social media) without prior permission from Clinks. Any request to use Clinks' logo must be made via [the Communications Manager](#). If permission to use the logo is granted, members must follow our logo usage guidelines.

Membership fees

By agreeing to these terms and conditions, you agree that you will pay Clinks the relevant fees set out on [our membership page](#).

If you are eligible to pay a fee to become a Clinks member, we will raise an annual invoice. Fees can be paid via BACS or cheque. Renewal invoices will be sent on an annual basis in accordance with the payment information contained on [our membership page](#).

We reserve the right to review the price of membership, and any such amendments will be on our [membership page](#). If you are a current Clinks member, you will be informed of any fee increase in your renewal letter. If we discover an error in the price of your membership subscription, we will inform you as soon as possible.

Termination of your membership

Members can resign their membership of Clinks at any time. Members need to give Clinks written notice of their resignation which can be done by post or by email. There are also a number of circumstances in which Clinks can terminate membership or membership can terminate automatically.

No refunds will be provided for unused membership months.

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:

- In our sole opinion, you materially breach any of these terms and conditions, or fail to adhere to the Clinks membership [code of conduct](#)
- You fail to renew your membership
- If your organisation is struck off [Companies House](#), [Charity Commission](#), or the [CIC register of organisations](#), or equivalent bodies
- We are required by any applicable law to terminate your membership at any time by giving you seven days' notice in writing.

Termination for whatever reason of your membership shall not affect:

- Any rights, liabilities or obligations which accrued before such termination
- Any right to payment of fees
- Any of these terms and conditions that are intended to continue to have effect after such termination.

The decision to terminate your membership will be made by Clinks board of trustees and any decision they make regarding the termination of your membership will be considered final and binding. Clinks reserves the right to make public our decision to terminate a membership if to do so is in the best interests of Clinks' reputation and mission.

Data protection and confidential information

Clinks takes great care of your personal information. If you would like to see full details of how we process your data, or to change how we communicate with you please see our [Privacy Policy](#).

Changes to membership terms and conditions

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. Members may exit the contract without penalty if they do not accept any proposed variation.

Complaints procedure

Clinks provides an open, accountable and efficient service to all our members and contacts. Whilst every effort is taken to do this, sometimes mistakes are made.

A complaint process has been set up for people who feel dissatisfied about the service or treatment they receive.

[Please see our complaints policy for further information.](#)

Further Information

If you would like to discuss any aspect of these terms and conditions, please contact the Membership Development Manager at info@clinks.org.