

ROTA's TERMS AND CONDITIONS

Race on the Agenda "ROTA" is one of Britain's leading social policy think-tanks focusing on issues that affect Black, Asian and minority ethnic (BAME) communities.

Originally set up in 1984, ROTA aims to increase the capacity of BAME organisations and strengthen the voice of BAME communities through increased civic engagement and participation in society.

ROTA is a charitable company limited by guarantee (Charity number 1064975, Company limited by guarantee number 3425664) and registered office at Resource for London, 356 Holloway Road, London N7 6PA.

ROTA membership is free. ROTA's members are important in all the work we produce. Without your input our publications, events and networks would lack accuracy and depth. Membership will help keep you up to date with the social policy issues affecting BAME communities.

As a member, you have the right to attend and vote at ROTA's Annual General Meetings or on written resolutions, and other rights under company law and ROTA's articles of association.

All members are required to comply and agree to the following terms:

1. These Terms

- 1.1 These Terms and Conditions apply to any and all services ("the Services") provided by ROTA to you.
- 1.2 These terms and conditions will prevail over any terms and conditions used by you or contained or set out or referred to in any documents sent by you to us.

2. ROTA membership / Data Protection

- 2.1 Please note that ROTA may refuse a membership to any prospective individual or organisation for any reason; that may put ROTA in disrepute.
- 2.2 By providing personal information you are agreeing to ROTA sending you information about events, policy updates, consultation opportunities, changes in legislation which may impact the BAME third sector and the communities they serve, plus other related BAME news. Once you have pressed submit you will commence receiving ROTA news directly to the email address you have provided. Your data will not be shared with any external organisations.
- 2.3 You hereby agree that ROTA retains the data included in the membership form on your behalf. ROTA respects the privacy of the individuals and recognises that organisations often need to keep information confidential.
- 2.4 Any personal information supplied on the membership form will be processed in accordance with the principles of the Data Protection Act 1998 and the GDPR regulations. If you want to find out more about your rights under the Act, you can contact the Office of the Information Commissioner (tel: 01625 545 700 / www.dataprotection.gov.uk) or the Council's Director of Law and Democratic Services on 313131.

- 2.5 ROTA will not disclose your information provided on the membership form to any external bodies. The data you provide will only be used for ROTA mailing purposes.

3. Subscriptions and Other Fees

- 3.1 ROTA's membership is free. Membership benefits include: regular email bulletins about events, policy updates, consultation opportunities, changes in legislation which

may impact the BAME third sector and the communities they serve, plus other related BAME news.

- 3.2 All membership subscriptions are registered as either “Individual” or “Organisational” member as chosen by the applicant.
- 3.3 ROTA members remain registered ROTA members until the applicant wishes to remain a member.
- 3.5 Any ROTA member who no longer wishes to remain a member must contact ROTA either by phone/writing, requesting to be removed. ROTA will then remove all contact details of the applicant from the registered database.

5. Termination of membership

- 4.1 ROTA members remain registered ROTA members until the applicant wishes to remain a member. There is no time period to the length of membership.
- 4.2 Any ROTA member who no longer wishes to remain a member must contact ROTA either by phone/email, requesting to be removed. ROTA will then remove all contact details of the applicant from the registered database. You can also unsubscribe by clicking on unsubscribe at the bottom of any email bulletins you receive.
- 4.2 ROTA shall be entitled to remove any member from their membership immediately in the event that ROTA Directors feel that the applicant is putting ROTA into disrepute or using the organisations name for personal reasons that may harm the organisation.

5. Documentation

- 5.1 ROTA provides general advice, guides, information, training materials, website, and model documents (“the Documentation”) as part of various services provided. ROTA will use reasonable endeavours to ensure that the information contained in the Documentation is accurate at the time of

publication but ROTA does not provide any guarantee or warranty to that effect.

- 5.2 Use of the Documentation is entirely at your own risk, for which ROTA will not be held responsible. It is your responsibility to ensure that any Documentation made available through ROTA meets your specific requirements.
- 5.3 All downloadable publications from the website is checked for viruses before it is uploaded on to the website. ROTA does not accept liability for damage, loss of business or any other costs incurred to visitors of the website as a result of any viruses connected with any Documentation from the website or any sites linked to it. ROTA recommends that you virus check all Documentation before downloading and saving to a computer hard drive or any other disc or device.

6. Training / Events

- 6.1 ROTA’s training programme course fees include preparation time and course materials for participants. All course materials remain the copyright of ROTA and may not be reproduced without the express permission of ROTA.
- 6.2 ROTA may also provide free training programmes to small voluntary/community organisations in London and may also charge a holding fee which would be returned to participants on attendance. All other organisations and private/public sector organisations will be charged a fee of £30 for attendance.
- 6.3 By providing free training courses to all voluntary/community sector organisations based in London, ROTA pays for the refreshments and room hire costs in offering a place on the training. Therefore, if participants register and fail to attend, they will be invoiced £25 or £30 if a private/public sector organisation for non-attendance.
- 6.4 ROTA will make every effort to accommodate any reasonable special requirements as long

as these are notified to us at least 14 days prior to the date of the training.

6.5 ROTA may need to take photos/video during events for the purpose of ROTA publications and website and as required by our funders. ROTA shall seek permission from participants before taking photos.

7. Third Party Services

7.1 ROTA may from time to time select various partners to hold/run joint training/events for its members.

7.2 ROTA agrees that it will select Partners in good faith for the benefit of its members.

8. Staff and Contractors

8.1 ROTA shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. ROTA shall have discretion as to which of their employees or contractors, volunteers or associates are assigned to perform the services.

9. Liabilities and Insurance

9.1 ROTA will not be liable to you in any circumstances for any personal property that is lost, stolen or damaged whilst attending any ROTA training sessions/events.

10. Intellectual Property and Confidentiality

10.1 All intellectual property rights of any nature (including copyright) created or provided by ROTA or its employees or Associates shall be and remain the property of ROTA and any such materials shall be licensed to you for your internal use only.

10.2 You undertake to keep all materials provided by ROTA and not to copy, publish or distribute any such information, materials or documents to any third party without ROTA's prior written consent (save where such

information is in the public domain or you are required to disclose such information by law).

10.3 Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees, subcontractors or funders who need to know such information or where the other party has consented to such disclosure.

10.4 ROTA shall be entitled to use any members information for internal purpose of collating information about its members generally provided that ROTA shall obtain your consent before publishing your name or information that allows you to be specifically identified.

11. General

11.1 Each of the parties warrants that it has power to enter into this agreement and has obtained all necessary approvals to do so.

11.2 ROTA and the subscriber are independent of each other and nothing in these terms shall be taken as creating a relationship of agent to principal, employer to employee, partnership or joint venture between ROTA and any other party. Neither party shall be entitled to enter into agreements or other arrangements on behalf of the other.

11.3 Neither party shall be liable to the other or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations in relation to these terms, if the delay or failure was due to any cause beyond their reasonable control such as severe weather, a natural disaster, strikes, governmental action, terrorism, war and civil unrest.

11.4 These terms represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise (save in the event of fraud or fraudulent misrepresentation).

11.5 The parties agree that these terms are fair and reasonable in all the circumstances. However if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.

11.6 Both parties agree that these terms shall not be enforceable by any person who is not party to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.7 By providing personal data relating to your employees or agents to us, you confirm that you are entitled to disclose that data to us under the terms of the Data Protection Act 1998 and related legislation and that we are entitled to process such data for the purposes of your subscription and providing the Services.

11.7 Either party may give any notice to the other by sending it by post addressed to their registered address or by sending it to such electronic communications address as may be notified to the other from time to time. Changes to the terms of services provided or to these terms and conditions may be posted from time to time on ROTA's website.

11.8 These terms will be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.