

# Youth Justice Legal Centre

# Terms and Conditions

## MEMBERSHIP AND TRAINING TERMS AND CONDITIONS

*Youth Justice Legal Centre CIC is not established or conducted for private gain. Any surplus or assets are used principally for the benefit of the community and to further our mission of sharing knowledge, convening expertise and circulating innovation to support a community of youth justice practitioners to fight for better outcomes for children. Any profits gained from the provision of training services by us will be used solely for the continuance or improvement of such provision of training services.*

### **Definitions and Interpretation**

The following terms refer to Youth Justice Legal Centre CIC: “YJLC” , “we” , “us” or “our” .

The terms “you” , “your” and “their” , refer to each Member and/or Training Client (as applicable and each as defined below).

In addition:

<b>“Conditions”</b>	Has the meaning given to it in Condition 2.2.
<b>“Business Day”</b>	Means a day, other than Saturday and Sunday, on which banks are open for general business in London.
<b>“Logo”</b>	Has the meaning given to it in Condition 2.1.
<b>“Member”</b>	Each individual or organisation that has received a confirmation of Membership from YJLC and whose Membership has not been cancelled or terminated.
<b>“Membership”</b>	Means a YJLC membership.
<b>“Membership Invoice”</b>	Has the meaning given to it in Condition 6.3.
<b>“Membership Start Date”</b>	Has the meaning given to it in Condition 1.3.
<b>“Membership Renewal Date”</b>	Means the date that is the same numeric day as the Membership Start Date of each calendar year following the Membership Start Date.
<b>“Membership Pack”</b>	Means the membership pack prepared by YJLC, as amended from time to time.
<b>“Old Membership Renewal Date”</b>	Means, in respect of the date you receive confirmation from YJLC of Returning Membership in accordance with Condition 1.3, the immediately preceding Membership Renewal Date in respect of the Old Membership as if the Old Membership did not terminate.

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<b>“Old Membership”</b>	Has the meaning given to it in Condition 7.3.
<b>“Renewal Invoice”</b>	Has the meaning given to it in Condition 7.1.
<b>“Renewal Period”</b>	Has the meaning given to it in Condition 7.2.
<b>“Returning Membership”</b>	Has the meaning given to it in Condition 7.3.
<b>“Training”</b>	Means the training, educational courses and conferences offered by YJLC from time to time.
<b>“Training Client”</b>	Means each individual or organisation that has received a confirmation of booking for Training from YJLC in accordance with Condition 4.1.
<b>“Training Date”</b>	Means the date on which the Training is scheduled to take place.
<b>“Training Invoice”</b>	Has the meaning given to it in Condition 6.4.

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## 1. MEMBERSHIP APPLICATION AND TERM

- 1.1. It is the Member's responsibility to provide and keep their information accurate and up to date and to inform YJLC of any changes via email.
- 1.2. All applications for Membership and Training must be made by completing the membership form provided by YJLC.
- 1.3. Membership is annual and will become effective from and including the date on which you receive email confirmation from YJLC of the same (the "**Membership Start Date**") and subject to receipt of the membership fee in full.

## 2. SCOPE OF SERVICES

- 2.1. Membership entitles a Member access to YJLC member services, including but not limited to members only guidance, member prices and discounts to our conferences and training and use of the YJLC member's logo (the "**Logo**") in accordance with Condition 13 (*Data Protection and Privacy*).
- 2.2. YJLC reserves the right to amend any part of the Membership and Training services provided without liability other than as expressly set out in these terms & conditions (the "**Conditions**"). In respect of Training, such amendments include (but shall not be limited to) changes to the event dates, programmes, speakers, trainers, venues and locations if necessary. Any continued use of member services under Condition 2.1 above and/or attendance of Training shall be deemed acceptance of any such changes to Membership and/or Training (as applicable).
- 2.3. YJLC will provide 30 days' written notice to Members and/or Training Clients (as applicable) in respect of any material change to their Membership and/or Training (as applicable), as determined by YJLC in its sole and absolute discretion.

## 3. MEMBERSHIP PRICING

- 3.1. The pricing for annual Membership is set out on our website at <https://yjlc.uk/membership>.
- 3.2. All prices for Membership and Training are expressed exclusive on any VAT payable unless otherwise stated.

## 4. TRAINING

- 4.1. Bookings for Training will be confirmed via a confirmation email. A place for the Training is only confirmed when payment is received and confirmation of booking and payment is sent.
- 4.2. Members must inform us in writing of any access, dietary or any other special requirements no later than least 10 calendar days before the relevant Training Date.

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- 4.3. Individuals may transfer a Training place to a substitute delegate at no extra cost by confirming to us in writing 2 Business Days before the relevant Training Date. We reserve the right to refuse any such substitution in our sole and absolute discretion.
- 4.4. YJLC reserves the absolute right and discretion to refuse any request for Membership and/or Training.

## 5. **TRAINING PRICING**

- 5.1. The base pricing for Training can be found in the Membership Pack.
- 5.2. Additional Training costs for the Member or Training Clients' account include:
  - 5.2.1. trainer's travel (to be calculated by YJLC as the distance from the trainer's home address to the location of the training and back and charged at 45 pence per mile for each day of Training booked);
  - 5.2.2. trainer's accommodation (if it is necessary for the trainer to stay overnight in order to facilitate the delivery of the Training);
  - 5.2.3. any food and beverage for the Training (if required); and
  - 5.2.4. any hard copy materials (if required).
- 5.3. YJLC reserves the right to amend the pricing for Membership and Training at any time. Amended price lists will be posted to our website from time to time. Such price changes will not apply in respect of existing Memberships or invoiced Training.

## 6. **PAYMENT**

- 6.1. All invoices will be electronic unless agreed otherwise.
- 6.2. YJLC will issue invoices to the email contained on the booking form.
- 6.3. In respect of any invoice relating to applications for Membership (a "**Membership Invoice**"), payment is due within 5 Business Days of the date of the Membership Invoice.
- 6.4. In respect of any invoice relating to applications for Training (a "**Training Invoice**"), payment is due:
  - 6.4.1. within 15 Business Days of the date of such Training Invoice if the relevant Training is due to take place fewer than 45 calendar days from the date of the relevant Training invoice; and
  - 6.4.2. within 20 Business Days of such Training Invoice if the relevant Training is due to take place 45 calendar days or more from the relevant Training Invoice.

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## 7. MEMBERSHIP RENEWAL

- 7.1. In respect of each calendar year following the Membership Start Date, we will issue a renewal invoice (a “**Renewal Invoice**”) no later than 20 Business Days prior to the Membership Renewal Date in respect of that calendar year. If the relevant Renewal Invoice is paid within 20 Business Days of the date of such Renewal Invoice (the “**Renewal Period**”), your Membership will be automatically renewed on the Membership Renewal Date in respect of that calendar year for a period of one calendar year.
- 7.2. If the relevant Renewal Invoice has not been paid within the corresponding Renewal Period:
  - 7.2.1. your Membership will not be automatically renewed and will instead terminate on the Membership Renewal Date in respect of that calendar year; and
  - 7.2.2. subject to Condition 7.3 below, no further Renewal Invoices will be issued following termination of your Membership.
- 7.3. If you wish to re-join as a Member following termination of your most recent Membership (the “**Old Membership**”), you may reapply for Membership (a “**Returning Membership**”) in accordance with Condition 1 above. Notwithstanding anything to the contrary in these Conditions, for the purposes of determining the Membership Renewal Date in respect of a Returning Membership, the Membership Start Date in respect of such Returning Membership will be backdated to the Old Membership Renewal Date, and Conditions 7.1 and 7.2 above shall be construed accordingly.

## 8. TERMINATION FOR CAUSE

- 8.1. We reserve the right to cancel your Membership and or Training (as applicable) at any time and without refund should you fail to comply with these Conditions and/or take any action or become involved in any activity that undermines:
  - 8.1.1. YJLC’s mission; and/or
  - 8.1.2. could call into question the integrity of YLJC or brings YJLC into disrepute (as determined in our sole discretion).
- 8.2. For the purposes of sub-section 8.1.2, YLJC shall be read to include its directors, employees, consultants and officers.

## 9. CANCELLATION

- 9.1. A Member shall cease to be a Member:
  - 9.1.1. if a Renewal Invoice has not been paid within the applicable Renewal Period, on the relevant Membership Renewal Date; or

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- 9.1.2. immediately following our notification of cancellation of your Membership in accordance with Condition 8.1 above.
- 9.2. Following cancellation, expiry or termination of Membership:
  - 9.2.1. YJLC will remove the Member from the member's directory and the Member's email distribution list;
  - 9.2.2. the Member will lose the right to book or attend Training at Member rates;
  - 9.2.3. any Training booked to occur outside of Membership will be payable at non-Member rates (for the avoidance of doubt, including any Training booked during Membership but due to take place following termination of Membership); and
  - 9.2.4. the Member's right to use the Logo is automatically terminated.
- 9.3. In respect of cancellations for Training, a Member or Training Client may cancel a booking by email to YJLC at any time.
- 9.4. YJLC will issue a full refund for any Training cancellation given more than 10 Business Days prior to the relevant Training Date other than in respect of any non-refundable expenses in relation to such Training, in which case such amounts shall be deducted from the refund amount.
- 9.5. Training cancellations in the 10 Business Days before the relevant Training Date will not be refunded but may in YJLC's sole and absolute discretion be rescheduled.
- 9.6. If any change pursuant to Condition 2.2 results in the Training Client being unable to attend, YJLC will issue a full refund for the relevant Training. YJLC will not be liable for any other costs incurred by Training Clients as a result of such changes.
- 9.7. Refunds will be made to the same card/account details as payment was received from.
- 9.8. Notwithstanding any other Condition here, no refund will be given for any cancellation or changes to Training due to events outside of our control, including but not limited to any adverse weather conditions, transportation issues, major accidents, industrial action, or 'Acts of God', unless and until YJLC is able to recover such amounts under its policy of insurance.

## **10. COMMUNICATIONS**

- 10.1. All communications will be made electronically, to the email address you provide to us in the Membership or Training application form.
- 10.2. All notices and communications to us shall be made electronically to [info@yjlc.uk](mailto:info@yjlc.uk).

## **11. INTELLECTUAL PROPERTY AND PUBLICITY**

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- 11.1. Members are only permitted to use the Logo in the email signature for the email addresses contained on the membership form.
- 11.2. The Logo may not be used on any social media platforms or anywhere other than in such email signatures.
- 11.3. A Member will only be provided access to the Logo upon payment of all membership fees.
- 11.4. As per Condition 9.1.4, a Member will no longer have the right to use the Logo upon the cancellation or termination of its Membership.
- 11.5. All brochures, marketing, advertising, Membership and Training materials are the Intellectual Property of YJLC, to which YJLC asserts its right to worldwide copyright and all related rights unless specifically agreed otherwise in writing.
- 11.6. Members and Training Clients may not at any time copy, share, amend or disseminate any materials provided by us without YJLC's prior written consent.

## **12. LIABILITY**

- 12.1. YJLC does not accept any liability for any failure to meet any special requirements that have not been communicated to us in accordance with Condition 4.2.
- 12.2. YJLC will not be liable for any costs incurred as a result of any cancellation or changes regarding Training that is a result of any circumstances set out in Condition 9.7, including liability for hotel or travel costs.
- 12.3. YJLC materials and notes made in connection with Training cannot be relied on for legal interpretation. Neither YJLC, nor the training faculty, speakers or consultants accept any liability for any actions of delegates, Training Clients or any third parties with access to such materials and notes, or for any loss incurred as a result of its content.
- 12.4. YJLC will not be liable for any direct, indirect or consequential loss howsoever caused, including by a Training Client's failure to follow any instructions provided during any Training or by a Training Client not having the requisite software or system requirements in respect of any online Training.
- 12.5. YJLC will not be liable for any loss of or damage to personal belongings or valuables during any in-person Training.
- 12.6. Nothing in these Conditions limits any liability which cannot be legally limited, including liability for:
  - 12.6.1. death or personal injury caused by negligence;
  - 12.6.2. fraud or fraudulent misrepresentation; and

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12.6.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

## **13. DATA PROTECTION AND PRIVACY**

13.1. We comply with the Data Protection Act 1998 in the collection and processing of your personal information.

13.2. We are fully GDPR compliant.

13.3. How we are complying is laid out in particular sections in the text below, and you can also read our full GDPR compliance information at <https://yjl.c.uk/privacy-policy>.

13.4. If you purchase products or services from us, we will process your data on a contractual basis. If we choose to contact you about related products and services that we think may be helpful to you, it will be on a legitimate interest basis only.

13.5. You will be able to unsubscribe from any marketing emails immediately via the unsubscribe link at the bottom of each email. If you receive a postal mailing, there will be clear instructions on the envelope. Or, if you wish you can simply email us on [info@yjl.c.uk](mailto:info@yjl.c.uk) to be removed from all communications.

## **14. GOVERNING LAW AND JURISDICTION**

14.1. These Conditions and any disputes or claims arising out of, or in connection with, its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

14.2. The courts of England have exclusive jurisdiction to settle any disputes (whether contractual or non-contractual) which may arise out of or in connection with these Conditions.