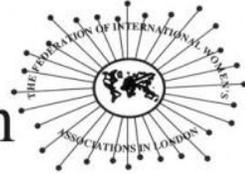


The Federation of International Women's Associations in London



TERMS AND CONDITIONS FOR MEMBERSHIP TO THE FEDERATION OF INTERNATIONAL WOMEN'S ASSOCIATIONS IN LONDON

9 June 2014

1. INTRODUCTION AND DEFINITIONS

1.1 In these terms and conditions:

- (a) "**Constitution**" means the Constitution of the Federation of International Women's Associations in London;
- (b) "**Event**" means any event hosted or sponsored by, or otherwise affiliated with, a Member Association;
- (c) "**FIWAL**" means the Federation of International Women's Associations in London;
- (d) "**member**" means a member of a Member Association;
- (e) "**Member Association**" means a member association that is a member of FIWAL;
- (f) "**Membership Application Form**" means the application form duly completed and signed by a representative of a prospective Member Association in order to apply for membership to FIWAL, substantially in the form set out in the annex to these terms and conditions or any other form as agreed between FIWAL and that Member Association;
- (g) "**Representative**" means a member of a Member Association who is to be a representative of the Member Association on the FIWAL Board of Directors;
- (h) a reference to statute or statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of these terms and conditions and any subsidiary or delegated legislation made under the statutory provision (as so modified or re-enacted) before the date of these terms and conditions;
- (i) a "**day**" shall mean a period of 24 hours running from midnight to midnight;
- (j) headings are for convenience only and do not affect the interpretation of these terms and conditions;

- (k) the singular shall include the plural and vice versa;
- (l) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; and
- (m) the *ejusdem generis* principle of construction shall not apply to these terms and conditions. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any phrase introduced by the terms “**other**”, “**including**”, “**include**” and “**in particular**” or other similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2 These terms and conditions may be amended from time to time by FIWAL without prior notification to Member Associations. FIWAL will notify each Member Association of any amendments to these terms and conditions.

2. MEMBERSHIP ELIGIBILITY AND APPLICATION

2.1 Each Member Association confirms to FIWAL that it is an association based in London (or its surrounding areas) and is:

- (a) secular;
- (b) non-partisan; and
- (c) governed by a written set of rules such as a constitution or equivalent document (“**Rules**”).

2.2 Each applicant Member Association agrees to submit its Rules to FIWAL on its application for membership to FIWAL, together with its Membership Application Form.

2.3 Each Member Association shall notify FIWAL of any change to its Rules as soon as reasonably practicable and, in any event, within [ten(10)] days of the change.

3. MEMBERSHIP FEES

3.1 Each Member Association shall pay to FIWAL an annual membership fee, the amount of which is determined from time to time by FIWAL in its absolute discretion.

3.2 Each Member Association must pay in advance its annual membership fee by 1 May of each calendar year or, if 1 May of a calendar year is not a day on which banks are open for business in London, the next day after 1 May of that calendar year on which banks are open for business in London.

3.3 Annual membership fees paid are not refundable on the termination of a Member Association’s membership to FIWAL.

3.4 Future annual membership fees will be determined in accordance with the Constitution. FIWAL will notify Member Associations in writing of any changes to the annual membership fee.

4. TERMINATION OF MEMBERSHIP

- 4.1 FIWAL may terminate membership of any Member Association for good and sufficient reason (to be determined by FIWAL in its absolute discretion), including:
- (a) the Member Association no longer satisfying the eligibility criteria set out in Clause 2 above;
 - (b) the failure of the Member Association to pay the annual membership fee; and
 - (c) any breach by the Member Association of these terms and conditions.
- 4.2 FIWAL will immediately notify the relevant Member Association of its decision to terminate the Member Association's membership. Upon such notification, the Member Association shall forthwith pay any outstanding amounts owed by the Member Association to FIWAL.

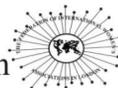
5. COMMUNICATION, ADVERTISING, ETC.

- 5.1 Upon joining FIWAL, the Member Associations will provide FIWAL with personal contact details of its Representatives. By providing this information, the Member Associations agree that FIWAL may contact the Representatives by e-mail with information related to the activities of FIWAL, services, products and events.
- 5.2 No Member Association shall send e-mails, including those relating to Events, to Representatives of other Member Associations without the prior consent of the President of FIWAL. If a Member Association wishes to advertise or promote any Event to Representatives of other Member Associations, it shall submit the relevant information to FIWAL. FIWAL may include the Event in its monthly newsletter or otherwise inform Representatives of other Member Associations of the Event at its own absolute discretion. FIWAL may decide (in its absolute discretion) not to include the Event in its monthly newsletter or otherwise inform Representatives of other Member Associations of the Event for good and sufficient reason, including if FIWAL considers that advertising or promoting that Event could be against the interests of FIWAL.

6. DATA PROTECTION

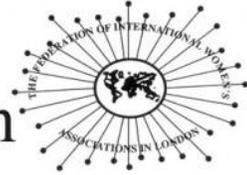
- 6.1 Each Member Association warrants and represents to FIWAL that it has the explicit consent of each of its Representatives:
- (a) to hold, use and/or process any data of which its Representative is the subject for any legal, personnel, administrative and management purposes and in particular to the processing of any personal data and sensitive personal data (both as defined in the Data Protection Act 1998) relating to any Representative, including (without limitation):
 - (i) a Representative's name, address, e-mail address, telephone number or other contact details; and
 - (ii) a Representative's racial, ethnic or national origin, religious or similar information, political opinions, marital/civil partnership status, age, physical or mental health, disability or sexual orientation in order to monitor compliance with equal opportunities legislation.
 - (b) to make available and/or transfer such data to FIWAL; and

- (c) that FIWAL may hold, use, process, make available, transfer or otherwise take any action, as necessary, in respect of such data in order to further the interests of FIWAL (including, putting together and distributing a directory of Representatives and/or Member Associations), or as may be required by law, including (without limitation) disclosing or transferring data to other persons, including persons outside the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.
- 6.2 A Member Association may not use any data that may have been provided to it by FIWAL (including, any directory of Representatives and/or Member Associations) to advertise or promote itself or any Events or to further its own interests, without the prior consent of FIWAL.
- 6.3 Each Member Association agrees to indemnify FIWAL and hold FIWAL harmless against any and all actions, claims, proceedings, liabilities, obligations, losses, fines, penalties, damage, costs, charges, taxes or expenses and payments incurred or suffered by FIWAL in connection with or arising out of a breach by the Member Association of the provisions of this clause 6.
- 7. COMPLAINTS PROCEDURE**
- 7.1 FIWAL aims to provide all members with a high level of service. However, there may be times when, for whatever reason, the service provided does not meet a Member Association's expectations. Should this occur, in the first instance we encourage members to contact the President of FIWAL to discuss the matter and to give FIWAL the opportunity to investigate and assess the complaint.



ANNEX

The Federation of International Women's Associations in London



ME

MEMBERSHIP APPLICATION FORM

Details of Member Association

Contact details of the Member Association's representative

Name:

Name:

E-mail:

E-mail:*

Contact telephone number:

Contact telephone number:*

Address:

Address:*

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Contact details of the Member Association's representative

Contact details of the Member Association's representative

Name:

Name:

E-mail:*

E-mail:*

Contact telephone number:*

Contact telephone number:*

Address:*

Address:*

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* Optional. The representative may provide personal contact details, but if the Member Association Contact details should be used, please leave blank.

Check to confirm that the representative has read and understood FIWAL's terms and conditions of membership

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Check to confirm that the written set of rules governing the Member Association is enclosed.....

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FIWAL may compile a directory of representatives' details. Please check if you do not wish for the details of your representative(s) to be included in any such directory

By signing this membership application form, I, insert name of representative.., confirm that I have the authority to bind the Member Association and insert name of Member Association agrees to be bound by the terms and conditions of membership to FIWAL, as amended from time to time.

Signature:

Date: