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# Mencap Membership Agreement 2009-2012 England and Wales

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The shaded areas within the Agreement are provisions which only relate to Groups who wish to become a Branded Group and use the Mencap name and/or the Local Group Brand

## Notes for completion of the Agreement

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Before you sign and return the Membership Agreement to Mencap, please ensure that you have done the following:

1. Filled in the name and the full address of your Group on page 3
2. Signed the Agreement on behalf of your Group on page 14
3. Completed the checklist at the back of the Agreement
4. Fill in here who will be the contact of your Group for the purposes of this Agreement.  
This can be anyone from your group.

Name

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Address

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Town

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County

Postcode

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Email

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Daytime telephone number

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5. If different from above, please fill in here the details of the person the Agreement should be returned to once it has been signed by Mencap.

Name

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Address

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Town

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County

Postcode

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Email

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Daytime telephone number

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Once the above has been completed, please return the whole Agreement to Mencap before 1 April 2009. To guarantee safe arrival, you may consider sending the Agreement by Recorded Delivery. Please send the completed Agreement with sufficient postage using the reply envelope enclosed with this Agreement or send it to the following address:

Membership Team  
Royal Mencap Society  
Suite 12A, Langwood House  
63 – 81 High Street  
Rickmansworth  
Hertfordshire  
WD3 IEQ

Mencap will return the whole Agreement once we have countersigned it.

IS BETWEEN

1) The Royal Mencap Society (registered company number 550457 and registered charity number 222377) whose registered office is at 123 Golden Lane, London EC1Y 0RT (hereafter referred to as “Mencap”) and

2) \_\_\_\_\_ (add name of Group)  
\_\_\_\_\_ (add address of Group)  
\_\_\_\_\_ (hereafter referred to as “the Group”)

**BACKGROUND**

- 1) Mencap is a registered charity whose objects are the relief of people with a learning disability
- 2) The Group wishes to be affiliated to Mencap as either a Branded Group or a Non Branded Group
- 3) Mencap is the beneficial owner of the Mencap name and the Local Group Brand and is willing to grant a licence to Branded Groups to use the Mencap name and/or the Local Group Brand and a Non Branded Group to use the Phrase upon the terms and conditions detailed in this Agreement

**NOW IT IS AGREED AS FOLLOWS**

**1 Definitions**

“The Act”	The Charities Act 2006
“The Agreement”	This Agreement and any Schedules attached and other documents incorporated herein by reference and any amendments or variations to those Schedules permitted by this Agreement
“Commencement Date”	1 April 2009
“Branded Group”	means a Group who is entitled to use the Mencap name and/or the Local Group Brand in accordance with Mencap’s Branding Guidelines as shall be issued from time to time and has signed this Agreement agreeing to become a Branded Group
“Non Branded Group”	means a Group who is not entitled to use the Mencap name or the Local Group Brand and who wishes to be affiliated to Mencap on the basis of only using the phrase “affiliated to Royal Mencap Society” and has signed this Agreement agreeing to become a Non Branded Group

“The Local Group Brand”	<p>means the name Mencap in the context of the Local Group Logo as detailed in Schedule One to which all intellectual property rights are owned by Mencap and which is registered as a trademark under registration number 2484511 and also includes the name Gateway which is unregistered but is regarded as a trademark all rights to which are owned by Mencap</p> <p>For the avoidance of doubt the Local Group Brand does not include the right to use the Mencap logo which is the subject of an application for trademark under the following application numbers 2484515 and 2484515B as detailed in Schedule One</p>
“The Phrase”	<p>means the Phrase “affiliated to Royal Mencap Society” that Non Branded Groups must use in conjunction with their own name to indicate that they are affiliated to Mencap</p>
“Branding Guidelines”	<p>Any guidelines that may be produced by Mencap from time to time which detail how a Branded Group may use the Mencap name and/or the Local Group Brand and may represent itself as a Branded Group further details of which are include in Schedule Two</p>
“Minimum Quality Standards”	<p>Those quality standards as detailed in Schedule Three of this Agreement or such amendments or further quality standards as shall be notified to the Group as detailed in this Agreement</p>
“The Annual Fee”	<p>The annual fee as shall be determined by Mencap in accordance with Mencap’s Articles of Association and as shall be notified to the Group in writing prior to the 1 April each year</p>
“Gateway Club”	<p>A club which provides leisure activities for people with a learning disability</p>
“Activities”	<p>means any activities and/or services that a Group may operate</p>
“The Board”	<p>The Board of Trustees of the time being of Mencap</p>
“The Governance Committee”	<p>The Governance Committee of the time being of Mencap</p>
“Associated Company”	<p>means any other company which is either a parent or subsidiary company of the Group or another company within a group of companies to which the Group may belong</p>

## 2 Purpose

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- 2.1 The Purpose of this Agreement is to allow the Group to be affiliated to Mencap and to grant a Branded Group a licence to use the Mencap name and/or the Local Group Brand and a Non Branded Group to use the Phrase in pursuit of its Activities

## 3 Licence: Branded Group

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THIS APPLIES ONLY TO WHERE THE GROUP HAS SIGNED THIS AGREEMENT TO BECOME A BRANDED GROUP

- 3.1 In consideration of the undertakings given by the Group in this Agreement Mencap hereby licenses a Branded Group to use the Mencap name and/or the Local Group Brand in the operation of the Group's Activities in accordance with the Branding Guidelines on the terms and conditions detailed in this Agreement
- 3.2 The Group is further licensed to enter into arrangements with third parties for the use of the Mencap name and/or the Local Group Brand in furtherance of the aims of the Group provided such use does not damage or endanger the reputation of Mencap in any way
- 3.3 Mencap may by written notice revoke the licence in 3.2 if it feels that its reputation has or is likely to be damaged or endangered or if the Group is found to be in breach of the Branding Guidelines
- 3.4 For the avoidance of doubt the sub-licence referred to in 3.2 above does not permit the Group to sub-license the use of the Mencap name and/or the Local Group Brand to any Associated Company or other organisation established by the Group as a separate legal entity and any such company or organisation will need to enter into its own Membership Agreement with Mencap

## 4 Licence: Non Branded Group

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- 4.1 In consideration of the undertakings given by the Group in this Agreement Mencap hereby licenses a Non Branded Group to use the name Mencap only in the context of the Phrase in conjunction with its own name in its Activities on the terms detailed in this Agreement
- 4.2 A Non Branded Group must use the Phrase in representing itself as being affiliated to Mencap but shall not be entitled to use the Mencap name or the Local Group Brand in any other manner

## 5 Term of the Agreement

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- 5.1 This Agreement shall be for three years from the Commencement Date, subject to payment of the Annual Fee and satisfactory demonstration of continued compliance with the provisions of the Agreement on each anniversary of the Commencement Date and the rights to early termination as detailed in clause 17 of this Agreement

## 6 Gateway Clubs

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- 6.1 If the Group wishes to operate a Gateway Club as part of its Activities it must notify Mencap in advance of its intention to do so and the Gateway Club must equally be operated in accordance with the terms and conditions of this Agreement
- 6.2 If the Group establishes a separate legal entity to operate a Gateway Club in conjunction with its Activities that separate organisation must enter into its own Membership Agreement with Mencap

## 7 Branding

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THIS ONLY APPLIES TO A GROUP THAT HAS SIGNED THE AGREEMENT TO BECOME A BRANDED GROUP

- 7.1 The Group must only use the Mencap name and/or the Local Group Brand in the manner detailed in the Branding Guidelines issued by Mencap from time to time and notified to the Group which are incorporated into this Agreement by reference and a summary of which is contained in Schedule Two of this Agreement
- 7.2 If at any time the Group is in Mencap's reasonable opinion found not to be operating in full compliance with the Branding Guidelines the Group's licence to use the Mencap name and/or the Local Group Brand shall be immediately revoked
- 7.3 If a Group's licence is revoked as detailed in 7.2 above all provisions in this Agreement relating to a Branded Group will no longer apply to the Group and it will no longer be entitled to use the Mencap name or Local Group Brand and thereafter the Group will be deemed to be affiliated as a Non Branded Group and all provisions of this Agreement relating to Non Branded Groups will thereafter apply

## 8. Mutual Respect

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- 8.1 The parties to this Agreement agree that they and their staff, volunteers and trustees shall behave at all times towards the other party and its staff, volunteers and trustees with mutual respect and shall comply with the Acceptable Behaviour Policy contained in Schedule Three

## **9 Mencap Vision, Mission and Values**

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- 9.1 The Group shall ensure that the Group and its Activities are operated at all times in accordance with the Mencap Vision, Mission and Values issued from time to time. Mencap's current Vision, Mission and Values are contained in Schedule Four of this Agreement

## **10 Obligations of the Group**

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The Group undertakes that it shall

- 10.1 operate its Activities in accordance with a governing document or Memorandum and Articles of Association which has been approved by Mencap a copy of which must be sent to Mencap and any proposed amendments to the same shall be notified to Mencap in advance of any changes
- 10.2 ensure that all its trustees are aware of their duties and responsibilities as trustees and have signed a declaration to that effect
- 10.3 where appropriate comply with all registration requirements of the Charity Commission or other regulatory body and Company Law and to provide a copy of any registrations to Mencap if requested
- 10.4 pay the Annual Fee on the 1 April 2009, 1 April 2010 and 1 April 2011
- 10.5 use the checklist detailed in Schedule Seven or such revised checklist as may be issued by Mencap to demonstrate compliance with the main provisions of this Agreement. The checklist and evidence are to be made available to Mencap upon request
- 10.6 satisfactorily complete and return the checklist to Mencap with the signed Agreement by no later than 1 April 2009 or such other date as may be notified to the Group in order to demonstrate compliance with the main provisions of this Agreement
- 10.7 on each anniversary of the Commencement Date undertake a review of its performance and reaffirm its continued compliance with the main provisions of this Agreement by use of the checklist or such other means as Mencap may require
- 10.8 if it is a Branded Group inform Mencap in advance of any major fundraising events planned by them which might impact upon the concurrent fundraising of Mencap

- 10.9 not do anything that might bring the Mencap name, reputation or the Local Group Brand into disrepute in any way and shall not operate its Activities or allow any employee, agent, member, trustee, volunteer, or any other person connected to the Group or its users to act in any way that may be prejudicial or detrimental to the reputation of Mencap
- 10.10 maintain during the Agreement adequate and sufficient insurance for its Activities as a minimum in the sum of;
- a) 5 million pounds in respect of public liability; and
  - b) 10 million in respect of employer's liability
- and produce a copy of the insurance certificate to Mencap if requested to do so
- 10.11 comply with all relevant legislation and regulations and codes of practice that may be in force during the term of this Agreement and any amendments thereto relevant to the operation of the Group's Activities.
- 10.12 comply with the Minimum Quality Standards as detailed in Schedule Three of this Agreement and any amendments to them or further quality standards as may be notified to the Group in writing from time to time by Mencap and where appropriate shall have, maintain and regularly review its policies regarding the quality standards
- 10.13 ensure that it has in place all relevant licences that may be applicable to the Group's Activities
- 10.14 provide such reports on the Group's Activities and access to its Board of Trustees and membership including access to documents as may be required from time to time by Mencap in order to satisfy itself that the Group is complying with any requirements detailed in this Agreement
- 10.15 assist, support and promote the work of Mencap including its policy of inclusion of people with a learning disability
- 10.16 pass on all information and consultations received from Mencap as may be appropriate to its members, employees, trustees, volunteers and any other persons working with the Group

## **11 Obligations of Mencap**

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Mencap undertakes that it shall

- 11.1 allow a Branded Group a non exclusive licence to use the Mencap name and/or the Local Group Brand in the operation of its Activities for the Term of the Agreement on terms agreed by the parties in this Agreement and to advertise that it is an affiliate to Mencap

- 11.2 allow a Non Branded Group a non exclusive licence to use the Phrase in conjunction with its own name in the operation of its Activities for the term of the Agreement on terms agreed by the parties in this Agreement and to advertise that it is an affiliate to Mencap
- 11.3 produce a model Constitution or model Memorandum and Articles of Association for use by Branded Groups which will be deemed to be an approved model for the purposes of 10.1 of this Agreement
- 11.4 in accordance with Mencap's Articles of Association allow all members of the Group to become a member of Mencap
- 11.5 provide to the Group such general support, assistance and guidance as is possible from time to time on running a charity, campaigning, fundraising, inclusion of people with a learning disability and other topics relevant to the Group's Activities. This will include but not be limited to regular mailings of information relevant to the Group and the work of Mencap
- 11.6 provide to the Group from time to time copies of Mencap publications and reports as may be relevant to the Group
- 11.7 make the Group aware of any relevant training that is required to be undertaken by the Group or is likely to be beneficial to the Activities of the Group
- 11.8 use its best endeavours to contact the Group at least twice a year
- 11.9 make the Group aware of any fundraising Activities being undertaken by Mencap which the Group may wish to participate in or may need to be aware of in order to avoid any clash or conflict between fundraising events planned by either party

## **12 Intellectual Property Rights**

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- 12.1 All intellectual property rights in the Mencap name and the Local Group Brand are and remain in the ownership of Mencap and nothing in this Agreement is meant to imply any intellectual property rights passing to the Group other than as explicitly stated in this Agreement
- 12.2 The Group shall not do anything to infringe Mencap's intellectual property rights and shall not assist or allow anyone else to do so.
- 12.3 The Group shall notify Mencap immediately if it becomes aware of any dispute or potential dispute in relation to Mencap's intellectual property rights and shall assist Mencap in defending any such disputes

## **13 Diversity and Inclusion**

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- 13.1 The Group must comply with all requirements of the relevant legislation or regulation with regards to ensuring equality of opportunity for all members, staff and volunteers, regardless of disability, age, race, gender, religion or sexual orientation
- 13.2 The Group shall have a diversity policy that states how it will seek to involve all its members including those with a learning disability in the operation of the Group and its Activities
- 13.3 Where possible the Group shall seek to provide information to its members in an accessible format and in the different languages used by the local population
- 13.4 Where possible the Group shall collect diversity data from its staff, members, volunteers and service users and use it to monitor participation levels of different groups
- 13.5 Where the diversity data collected as referred to in 13.4 above does not reflect the local community, the Group will where possible conduct an audit of its Activities to identify where changes need to be made to become more inclusive of under-represented groups

## **14 Complaints**

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- 14.1 The Group must have a procedure for dealing with any complaint arising from the Group's Activities or occurring on the Group's premises and must notify Mencap of any complaints which are likely to have an effect upon the reputation of Mencap
- 14.2 If Mencap feels that a complaint has not been dealt with appropriately by the Group it shall have the right to investigate the matter itself and the Group shall co-operate fully in any such investigation

## **15 Dispute Resolution Process**

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- 15.1 If either party has a matter arising out of this Agreement which they feel is in dispute it may serve notice on the other that it wishes the matter to be referred to the Governance Committee for decision
- 15.2 Both parties shall send their written representations on the matter in dispute to the Governance Committee to determine and whose decision shall be final

## **16 Compliance**

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- 16.1 In the event that it is found that a Group is not compliant in any way with the provisions of this Agreement it is agreed between the parties that the Compliance Process detailed in Schedule Five shall be followed
- 16.2 In the event that following the completion of the Compliance Process Mencap is not satisfied that the Group is in compliance with the provisions of this Agreement it may recommend to the Governance Committee that the Agreement be terminated and that the Group's affiliation ceases

## **17 Termination/Disaffiliation**

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- 17.1 Mencap is entitled following a resolution of the Governance Committee in accordance with Mencap's Articles of Association to terminate this Agreement if the Group;
- a) is in breach of any of its obligations in this Agreement
  - b) fails to pay the Annual Fee within the 120 days from the due date
  - c) or any of its members, volunteers, trustees or employees does anything which in the reasonable opinion of Mencap brings Mencap or is likely to bring the Mencap name or reputation or the Local Group Brand into disrepute
  - d) ceases to operate for the charitable purpose for which it was established
  - e) fails to comply with a decision of the Governance Committee as detailed in 15.2 above
- 17.2 The Group shall be entitled to terminate this Agreement forthwith;
- a) if Mencap is in breach of any of its obligations under this Agreement
  - b) at any time by written notice to Mencap

## **18 Appeals Process**

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- 18.1 Within 28 days of receiving notice of termination of this Agreement following a decision of the Governance Committee the Group will have the right of appeal
- 18.2 The appeal shall be conducted in accordance with Mencap's Articles of Association and any Appeals Process in being from time to time. The current process is attached at Schedule Six. Mencap may amend its Appeal Process at any time and any amendments to the process shall be notified to the Group

## **19 Consequences of Termination**

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19.1 In the event of termination for any reason the Group shall

- a) if a Branded Group immediately cease to use the Mencap name and the Local Group Brand including no longer exhibiting the same on any literature or letter heading or property and shall no longer be allowed to state that it is affiliated to Mencap
- b) if a Non Branded Group immediately cease to use the Phrase including no longer exhibiting the same on any literature letter heading or property and shall no longer be allowed to state that it is affiliated to Mencap
- c) return to Mencap any property and confidential information belonging to Mencap
- d) notify the general public, beneficiaries, donors, funding bodies and any other third parties as necessary that they are no longer affiliated to Mencap

19.2 If the Group fails to comply with the provisions of 19.1 d) above Mencap shall be entitled to notify any such third parties themselves that the Group is no longer affiliated to Mencap

19.3 In the event of termination no further fees will be payable by the Group and Mencap will have no liability for any refund of the annual fee already paid

## **20 Indemnity**

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20.1 Each party agrees to indemnify the other in respect of any direct loss damage or claim arising out of a breach by it of any of the terms of this Agreement

## **21 Contact**

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21.1 Mencap shall appoint a representative as a contact for the purpose of this Agreement and notify the Group of the name of the representative and to whom all notices and communications shall be made

21.2 The Group shall appoint a member of the Group as a contact for the purposes of this Agreement and shall notify Mencap of the member's name and any change to that member

## **22 Rights of Third Parties**

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22.1 Nothing in this Agreement confers any rights on third parties to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999

## **23 Law Applying**

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23.1 This Agreement shall be governed by the laws of England and Wales

## **24 General Provisions**

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24.1 This Agreement constitutes the entire Agreement between the parties and any prior agreements oral or written are excluded

24.2 No amendments shall be made to this Agreement unless as agreed within this Agreement

24.3 If either party fails to enforce or to exercise at any time any right under this Agreement such failure shall not be construed as a waiver of that right and shall not affect that party's right to later enforce or to exercise it

24.4 If any term of this Agreement is found to be illegal or unenforceable it shall be deemed to be omitted from the Agreement and shall not affect the validity of the remainder of the Agreement

## BRANDED GROUPS

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I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE MEMBERSHIP AGREEMENT 2009-2012 AND WISH TO BECOME A BRANDED GROUP

SIGNED FOR AND ON BEHALF OF

\_\_\_\_\_ name of Group

\_\_\_\_\_ Signature

\_\_\_\_\_ Designation

\_\_\_\_\_ Date

or

## NON BRANDED GROUPS

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I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE MEMBERSHIP AGREEMENT 2009-2012 AND WISH TO BECOME A NON BRANDED GROUP

SIGNED FOR AND ON BEHALF OF

\_\_\_\_\_ name of Group

\_\_\_\_\_ Signature

\_\_\_\_\_ Designation

\_\_\_\_\_ Date

SIGNED FOR AND ON BEHALF OF  
THE ROYAL MENCAP SOCIETY

\_\_\_\_\_ Signature

Matty van Rooden  
National Membership Manager

\_\_\_\_\_ Date

## SCHEDULE ONE LOCAL GROUP LOGO

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Branded Groups will be permitted to use the following logo as designed for them by Mencap in accordance with the branding guidelines.



Branded Groups in Wales will be permitted to have a Welsh translation version of the Local Group Brand designed for them to use.



BRANDED GROUPS ARE NOT ENTITLED TO USE THE FOLLOWING MENCAP LOGO



## **SCHEDULE TWO**

### **SUMMARY OF BRANDING GUIDELINES**

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NB: These guidelines ONLY apply to Groups who have signed to become a Branded Group.

A Non Branded Group cannot use the Mencap name at all and must only state that it is "affiliated to Royal Mencap Society".

Mencap has developed and designed the Local Group Brand in order to promote a consistent and strong Local Group identity in the public domain.

It is hoped that Groups will adopt the use of the Local Group Brand (and/or Gateway name if appropriate to the Group) in how it represents itself to the public.

A Group wishing to use the Local Group Brand must request a Local Group Logo to be designed specifically for the Group by Mencap, and it must comply with any Branding Guidelines that may be issued by Mencap's communications team from time to time the details of which are incorporated into this Agreement by reference.

If a Group wishes to be a Branded Group and use the Mencap name, but considers it is not able to adopt the use of the Local Group Brand at this time, it will be permitted to continue to use the Mencap name in any manner that has been previously approved by Mencap.

If the Group does not have previous approval as to how it uses the Mencap name, it must agree with Mencap's communications team the manner in which the Mencap name may be used in how it represents itself to the public.

The Branding Guidelines will detail the rules as to how a Branded Group may use the Mencap name and/or the Local Group Brand, and how it may represent itself and communicate as one of Mencap's affiliated Branded Groups. The Branding Guidelines will also detail the extent to which Groups may use their existing name and/or logo.

Detailed here is a summary of the types of things that the Branding Guidelines will include, this summary is for illustration purposes and is not exhaustive. The full details will be provided to Groups as and when they are published, but will include rules relating to;

- Logo size and positioning
- Use of colour
- Font type and size
- Tone of voice in communicating
- The manner in which information about learning disability is communicated

The Branding Guidelines will also include guidance to Groups on the use of images and photography in how they communicate, and how Groups may use the Mencap strap line "the voice of learning disability".

The Guidelines will also include any other information, guidance and support that Mencap may be able to offer Groups, to ensure that they are in a position to comply with the Branding requirements.

Any Group who chooses to use the Local Group Brand but finds it is unable to fully comply with the Branding Guidelines will be given the opportunity to remain affiliated but as a Non Branded Group and thereafter will not be able to use the Mencap or Gateway name.

## **SCHEDULE THREE**

### **MINIMUM QUALITY STANDARDS**

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These Minimum Quality Standards are the quality standards that Mencap considers are essential for how all Groups should operate.

The minimum standards mainly relate to legal requirements and the current main relevant legislation is noted for the Group's information. It should be noted that there may be other legal requirements particular to the Group's Activities and it is the Group's responsibility to ensure that it complies with any legal requirements in how it operates.

Mencap will notify the Group of any amendments to these standards or any new standards that they consider appropriate

Where the minimum standards refer to "employees" and places a duty on the Group to train or inform "employees" of certain policies, practices or other requirements, these equally apply to all those who work with the Group including paid and unpaid employees, volunteers, members, and those employed via outside agencies.

**A Acceptable Behaviour Policy**

**B Protection of Vulnerable Adults (POVA)**

**C Protection of Children (POCA)**

**D Health and Safety**

**E Manual Handling**

**F Confidentiality and Data Protection**

**G Freedom of Information**

**H Managing Challenging Behaviour**

**I Personal Care**

**J Medication**

**K Care Services**

**L Trips and Activities Away from the Group's Usual Premises**

**M Fundraising**

**N Complaints**

**O Finance and Accounting Issues**

## A ACCEPTABLE BEHAVIOUR POLICY

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Mencap values the positive, productive and friendly relationship that it has developed over the years with its members and Groups and wishes to continue this and develop these further on the basis of mutual respect and civility.

Mencap acknowledges the importance of mutual respectful and courteous communication between Mencap and its local Groups and expects its Groups to adhere to the same.

Mencap and its Groups have respective duties to create a work environment for their staff, volunteers and trustees that is free from harassment, intimidation, aggression or coercion.

Criticism should be welcomed but presented in a constructive and appropriate manner.

Groups must at all times communicate with Mencap its staff, volunteers and trustees in an appropriate manner and professional style.

Mencap will treat any incident of unacceptable conduct by Groups towards Mencap staff, volunteers and trustees seriously, and take appropriate action.

Examples of unacceptable behaviour are (this list is for example and is not therefore exhaustive):

- Physical or verbal abuse, including offensive, degrading or vulgar language
- Excessive and/or unreasonable criticism
- Public or private sarcasm resulting in humiliation
- Any form of behaviour which may be deemed as harassment

Examples of unacceptable behaviour include where the behaviour is verbal, in writing, by email etc, and may be an isolated incident or a continued pattern of behaviour. All incidents will be acted upon quickly and fairly.

Any occurrence of unacceptable behaviour which is brought to Mencap's attention will be recorded and dealt with in accordance with the following procedure.

Mencap will write to the person concerned explaining that the behaviour is unacceptable. The letter will reiterate that any reoccurrence of the unacceptable behaviour will be taken very seriously as a breach of the terms of the Membership Agreement and if not addressed may affect the Group's continued affiliation.

The Group will also be informed if this is deemed to be appropriate.

September 2008

## **B PROTECTION OF VULNERABLE ADULTS (POVA)**

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### **Relevant Legislation**

Part V Police Act 1997 created the Criminal Records Bureau Care Standards Act 2000 created the POVA list of those unsuitable to work with vulnerable adults

- The Group must ensure that vulnerable adults who attend their Group's Activities are protected at all times and do not suffer any harm due to the act or omission of any member volunteer employee or other carer who works with the group and will have regular contact with vulnerable adults
- The Group must have a Vulnerable Adults Policy in place suitable for the Activities that it operates and it must be reviewed regularly and updated where necessary
- The Group must comply with the provisions of the relevant Local Authority's policy and procedures for the protection of vulnerable adults or other body that may be designated from time to time with the responsibility for the protection of vulnerable adults
- The Group must ensure that all those that work volunteer or attend their Activities are aware of the policy and their responsibilities to safeguard vulnerable adults who attend the Group's Activities
- The Group must ensure that it makes all parents or carers aware of how they will safeguard vulnerable adults attending the Group's Activities
- From the Commencement Date of this Agreement the Group must make an application where eligible for an appropriate Criminal Records Bureau check and a check against the POVA list to be done on their behalf by a registered organisation able to undertake such a check for all new volunteers' employees and members that wish to work with the Group and who will have direct contact with or are training or supervising staff in direct contact with vulnerable adults
- If a person is identified as on the POVA list as unsuitable to work with vulnerable adults the Group must not allow that person to work with the Group
- The Criminal Record Bureau check will identify any criminal record the person may have
- If a Criminal Records Bureau check identifies a person has a criminal record the Group must consider the nature of the offence, and decide whether it is appropriate in the face of the information received to still employ or allow the person to volunteer at the Group. If a decision is made to allow the person to work or volunteer at the Group, it must also consider whether specific measures need be put in place to ensure the protection of vulnerable adults attending the Group

- If a person has not been checked against the POVA list the Group must not allow them to be left in sole charge of a vulnerable adult
- If staff are employed via an agency or other outside body to provide direct care they must also hold a criminal record bureau disclosure suitable for the position
- The Group has a duty to refer to the relevant Authority any person working with the Group who is dismissed, or who retires, resigns or is made redundant when they otherwise might have been dismissed, for any misconduct whether arising out of their employment or otherwise which harmed or placed at risk of harm a vulnerable adult
- If the Group considers that anyone who is having regular contact with a vulnerable adult attending the Group's Activities is behaving in an inappropriate manner towards a vulnerable adult they must investigate the matter in accordance with their complaints procedure and notify their Local Authority vulnerable adults protection team and police as appropriate and co-operate with any resulting investigation

**Groups should note that an Independent Safeguarding Authority has been established and its role is to help prevent unsuitable people from working with children and vulnerable adults.**

**It is anticipated to be fully operational in October 2009 and will mean a Group's requirements with regard the protection of vulnerable adults may change.**

**Further information on what this will mean in practice will be notified to Groups when known.**

September 2008

## C PROTECTION OF CHILDREN (POCA)

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### Relevant Legislation

Part V Police Act 1997 created the Criminal Records Bureau

Children Act 1989

Protection of Children Act 1999

Care Standards Act 2000

Children's Act 2004

- The Group must ensure that children who attend its Activities are protected at all times and do not suffer harm due to any act or omission by any member, volunteer, employee or other carer who works with the Group and who will have regular contact with children
- The Group must have a child protection policy in place suitable for the Activities that it operates and it must be reviewed regularly and updated where necessary
- The Group must comply with the provisions of the relevant Local Authority's policy and procedures for the protection of children or other body that may be designated from time to time with the responsibility for the protection of children
- The Group must ensure that all those that work volunteer or attend their Activities are aware of the policy and their responsibilities to safeguard children who attend the Group's Activities
- The Group must ensure that it makes all parents or carers aware of how it will safeguard children attending the Group's Activities
- From the Commencement Date of this Agreement the Group must make an application where eligible for an appropriate Criminal Records Bureau check and a check against the POCA list to be done on their behalf by a registered organisation able to undertake such a check for all new volunteers employees and members that wish to work with the Group and who will have direct contact with or are training or supervising staff in direct contact with children
- If a person is identified as on the POCA list as unsuitable to work with children the Group must not allow that person to work with the Group
- The Criminal Records Bureau check will identify any criminal record the person may have
- If a Criminal Records Bureau check identifies a person has a criminal record the Group must consider the nature of the offence, and decide whether it is appropriate in the face of the information received to still employ or allow the person to volunteer at the Group. If a decision is made to allow the person to work or volunteer at the Group, it must also consider whether specific measures need be put in place to ensure the protection of children attending the Group

- If a person has not been checked against the POCA list the Group must not allow them to be left in sole charge of a child
- If staff are employed via an agency or other outside body to provide direct care they must also hold a Criminal Records Bureau disclosure suitable for the position
- The Group has a duty to refer to the relevant Authority any person working with the Group who is dismissed, or who retires, resigns or is made redundant when they otherwise might have been dismissed, for any misconduct whether arising out of their employment or otherwise which harmed or placed at risk of harm a child
- If the Group considers that anyone who is having regular contact with a child attending the Group's Activities is behaving in an inappropriate manner towards a child it must investigate the matter in accordance with its complaints procedure and notify its Local Authority child protection team and police as appropriate and co-operate with any resulting investigation

**Groups should note that an Independent Safeguarding Authority has been established and its role is to help prevent unsuitable people from working with children and vulnerable adults.**

**It is anticipated to be fully operational in October 2009 and will mean a Group's requirements with regard the protection of children may change.**

**Further information on what this will mean in practice will be notified to Groups when known.**

September 2008

## D HEALTH AND SAFETY

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### Relevant Legislation

Health and Safety at Work Act 1974

Public Health (Infectious Diseases) Regulations 1988

The Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995

Personal Protective Equipment at work Regulations 1992

Control Of Hazardous Substances Regulations 1999

Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995

The Group is responsible for ensuring the health and safety of all those who work, volunteer, attend or visit the Group or take part in any of its Activities and must;

- appoint a nominated person to be responsible for all health and safety matters
- have a health and safety policy in place suitable for the Activities that it operates and it must be reviewed regularly and updated where necessary
- ensure that all those working or volunteering at the Group must be trained in all relevant health and safety matters relevant to the Group's Activities and must be made aware of their own responsibilities for their own safety and the safety of others and be familiar with the Group's health and safety policy
- ensure that it keeps a record of any accidents occurring at the premises from which it operates, or arising from any of its Activities, and has an accident book which records the full details of the accident and action taken
- undertake risk assessments for all its Activities to identify the potential risks and to plan measures which will reduce or minimise the risk and must record these risk assessments in writing. These assessments must be reviewed regularly and updated as necessary
- ensure that the premises from which it operates comply with all relevant health and safety requirements in terms of for example ventilation, temperature, lighting, sanitary, washing and rest facilities
- make sure that any equipment is suitable for its intended use and that it is properly maintained and used and that any person required to use the equipment is properly trained to do so
- must take measures to prevent or adequately control exposure to substances which may damage the health of anyone working or attending the Group's premises or Activities
- ensure that any hazardous substances are stored and used safely

- ensure that all food is stored, prepared and disposed of in a safe manner
- take precautions against danger from flammable or explosive hazards, electrical equipment, noise and radiation
- avoid hazardous manual handling operations, and where they cannot be avoided, reduce the risk of injury by ensuring suitable measures are put in place and that those required to undertake such operations are properly trained
- provide adequate and suitable first aid facilities and have a designated person who is responsible for first aid
- provide where relevant any protective clothing or equipment, where risks are not able to be adequately controlled by other means
- ensure that appropriate safety signs are provided and maintained where necessary
- report certain injuries, diseases and dangerous occurrences to the appropriate health and safety enforcing authority
- if operating any of its Activities from premises owned by another check if there are any particular health and safety requirements relevant to those premises

April 2007

## **E    MANUAL HANDLING**

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### **Relevant Legislation**

Manual Handling Operations Regulations 1992

Lifting Operations and Lifting Equipment Regulations 1998

The Health and Safety at Work Act 1974

The Provision and Use of Work Equipment Regulations 1998

NB: the requirements regarding risk assessments and procedures for manual handling relate equally to situations where people, equipment or other items are being lifted or moved

- The Group should avoid as far as is practicable the need for those involved in the Group's Activities to have to lift where they might be injured
- If the need to lift cannot be avoided an assessment shall be undertaken to identify the risks
- Following a risk assessment the Group must devise a safe system of working that reduces the risk
- The Group must train all persons who are required to lift in the safe system of work
- The Group should have regard to any guidelines issued by outside agencies on manual handling and lifting

April 2007

## **F CONFIDENTIALITY AND DATA PROTECTION**

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### **Relevant Legislation**

Data Protection Act 1998

The Group has responsibilities under the Act for protecting any personal data that it receives in the course of the Group's Activities and to keep such data confidential. Personal data is any information that would allow a person to be identified from it.

The Group must register itself as a Data Controller with the Information Commissioner informing them of the type of data it receives and for what purpose.

The Group is responsible for ensuring that

- the personal data is processed fairly and lawfully
- data is only used for the purpose for which it was obtained
- data is not disclosed to anyone else without the person's consent
- data kept is adequate and relevant for the purpose they need it
- data is reviewed and kept up to date
- data is not kept longer than necessary
- data is kept secure

## **G FREEDOM OF INFORMATION**

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### **Relevant Legislation**

The Freedom of Information Act 2000

This Act provides a public right of access to certain information held by Public Bodies

The Group is not by definition a public body, but if the Group is funded for services by the Local Authority or contracts to provide services for Local Authorities it may find that it holds information that the public may have a right of access to

The Group should always refer any request for information to the relevant Local Authority

If a request for information is received from the Local Authority the Group should co-operate but may need to consider the request alongside its own responsibilities for protection of personal data and take advice if it feels there is a conflict in its responsibilities

April 2007

## H MANAGING CHALLENGING BEHAVIOUR

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### Relevant Legislation

The Health and Safety at Work Act 1974 creates a duty on the Group to ensure the welfare and safety of employees and all that attend the Group

The Health and Safety at Work Regulations 1999 creates a duty to make suitable assessment of the risks of employees at work

Care Homes Regulations 2001 deals with the issue of physical restraint Human Rights Act 1998

- Challenging behaviour refers to behaviour, which may be physical, or verbally aggressive, may involve self-injury, or which results or could result in harm to another person or property
- The Group must have a policy or procedure for managing the challenging behaviour of those that attend the Group's Activities and must make sure that those who work with those attending are trained in the relevant procedures
- The Group must review its policy every 12 months or earlier if circumstances arise which require a change in the policy
- The Group should not use physical restraint unless the person has given consent, or it is a situation where the circumstances require physical restraint to prevent significant harm to others or property or to prevent a crime being committed
- The Group should undertake a full risk assessment for all its service users prior to attending the Group's Activities in order to assess and manage any individual behavioural needs. This assessment must be kept under review in order to identify any changing needs and to take measures to manage them
- The Group shall have regard to any guidelines for working with people with challenging behaviour produced from time to time by outside agencies
  - If an incident of challenging behaviour occurs:
    - it must be recorded as a service user risk assessment and,
    - the risks of further occurrence assessed and measures taken to minimise any such risks identified,
    - counselling and support should be offered as appropriate to the circumstances

April 2007

# I PERSONAL CARE

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## Relevant Legislation

The Health and Safety at Work Act 1974 creates a duty on the Group to ensure the welfare and safety of employees and all who attend the Group

The Health and Safety at Work Regulations 1999 creates a duty to make suitable assessment of the risks of employees at work

Manual Handling Operations Regulations 1992

Lifting Operations and Lifting Equipment Regulations 1998

Human Rights Act 1998

Personal care means hands on physical care in areas of hygiene, and physical assistance or observation required during such Activities

- The Group must assess the individual needs of service users in terms of personal care and detail the needs in the service user's care plan
- Personal care should not be used as an alternative if there is equipment that would allow the service user to undertake the task independently
- A risk assessment must be done for all cases of personal care in accordance with health and safety procedures and all measures must be taken to minimise risk to the service user and the person providing personal care
- All employees or volunteers who provide personal care must be trained in the relevant procedures required
- In making a decision about who should carry out personal care for a service user the Group will take into account issues of
- Gender – where available the personal care should be delivered by a person of the same gender as the service user and in the case of personal care to a female service user regarding bathing, toileting and menstrual hygiene this can only be carried out by a male in an emergency
- Consistency of care – when available the same person should deliver the personal care to the service user
- Cultural needs
- The Group should ensure that it employs a sufficient mix of both male and female employees or volunteers to meet the gender mix of the service users
- Personal care shall be carried out with regards to the service user's right to dignity and privacy

April 2007

## **J MEDICATION**

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### **Relevant Legislation**

Care Homes Regulations Act 2001

Medicines Act 1968

The Misuse of Drugs Act 1971

The Misuse of Drugs (safe custody) Regulations 1973

- The Group must maintain a record of any medical conditions and medical needs of any person who attends the Group and ensure that a risk assessment is undertaken to ensure the safety of that person while attending the Group

### **If the Group is required to store and or administer medicine the Group must comply with the following**

- The Group must obtain the consent of the service user or a person legally entitled to give consent on their behalf in order to administer medicine to the service user
- In order to ensure continuity of care when supplying medicine the Group should use one pharmacy for obtaining medicine on behalf of service users
- All employees who may be required to administer medicine must be trained in the relevant procedure
- A record shall be kept for each service user of all medicines prescribed and details of how and when administered by the Group
- If a service user is over the age of 16 and wishes to administer and/or store their own medication a risk assessment must be done to ensure that this is safe and this must be agreed with other relevant professionals and facilities must be provided for safe storage of the medicine
- Medicines should never be given to anyone other than the service user for whom it was prescribed
- Controlled drugs must be checked by more than one person before being administered
- Non-prescribed drugs can be administered without reference to a pharmacist or GP however any concerns over allergic reactions or side effects should be discussed with the pharmacist or GP
- Failure by a service user to take a prescribed medicine, overdose, incorrect administration or any adverse reaction to any medicine must be reported to the service user's GP immediately or if the situation warrants treated as an emergency and the Group must call 999 for an ambulance

- A record must be kept of all medicine received by and disposed of by the Group and this must be signed by the person who receives or disposes of any medicine
- Medicines required to be disposed of should be returned to the pharmacist or GP who dispensed it and a receipt for that disposal obtained
- All medicines must be fully labelled with the service user's name, the name of the medicine, dosage and time to be administered and kept in their original containers
- Medicines may only be transferred to another container in exceptional circumstances for example for home leave and the container must be labelled with the service user's name, the name of the medication and dosage, and time to be administered
- Groups must not store a supply of prescription medicine for more than two months
- The Group must have a system for the ordering of new medicine for service users to ensure they are always available when needed
- All medicines must be kept in a secure place and any controlled drugs must be kept in a cupboard that complies with requirements of the Misuse of Drugs (safe storage) Regulation 1973
- If medicines require refrigeration they must be kept in a separate fridge designated for the purpose or if local arrangements allow a secure lockable container in a general refrigerator
- If medicines require special storage facilities the Group shall store them in accordance with the pharmacist's instructions
- Any keys for a medicine cupboard must be kept in a secure place or by a responsible member of staff

April 2007

## **K CARE SERVICES**

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### **Relevant Legislation**

Health and Social Care (Community Health and Standards) Act 2003.

If the Group provides care services to children or vulnerable adults as part of its Activities it must be registered and inspected by the Commission for Social Care Inspection or such other body as may become responsible for the registration and inspection of care services

Care Services includes the following services;

- Care homes
- Care homes providing nursing care
- Adult placement centres
- Domiciliary care
- Nursing care

It is a Criminal Offence to operate such services without being registered

The registration process requires the Group to demonstrate before such services are undertaken that;

- the people operating the services are fit and suitable to do so; and
- the services will be operated in line with regulations and standards set by the Government.

The Standards seek to ensure that people who use the services are kept safe from harm and the care that they receive is of the best quality.

April 2007

## **L TRIPS OR ACTIVITIES AWAY FROM THE GROUP'S USUAL PREMISES**

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If the Group is planning a trip or Activity to take place away from the Group's usual premises from which it operates it must undertake a risk assessment for the trip or Activity.

A record must be kept of all such risk assessments.

The risk assessment must identify the risks and measures to minimise those risks and should include a consideration of the following;

- The level of appropriate supervision required on the journey and during the trip or Activity taking into account the number of people attending and the nature of the trip or Activity being undertaken
- The specific personal, medical or other needs of any person attending (See Medication, Personal Care, Managing Challenging Behaviour)
- The need to ensure the safety and protection of those attending (See Health and Safety and The Protection of Vulnerable Adults and Children)
- Whether the Group's insurance covers the trip or Activity and whether any specific or additional insurance is required
- Emergency contact details and written consent from parents or carers regarding the person's attendance and consent for emergency medical treatment where appropriate for all those attending

April 2007

## M FUNDRAISING

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If the Group only engages in fundraising and does not provide any other Activities it must take the following steps when planning a fundraising event and where appropriate refer to the relevant Minimum Standard

- Undertake a risk assessment for the event in order to identify the potential risks and take necessary measures to minimise those risks (Health and Safety)
- Ensure that the Group has the appropriate level of insurance cover for the event planned
- Ensure that a suitable level of supervision is identified and available for the event planned
- Ensure that all relevant licences and conditions that may be required by Lottery and Gaming legislation or fundraising regulations are complied with as appropriate to the event
- If vulnerable adults or children are to attend or participate in the event the Group must consider the following
  - The need to ensure their safety and protection (See Vulnerable Adults and Children)
  - Any measures required to be put in place in order to manage challenging behaviour (See managing Challenging Behaviour)
  - Any medical conditions affecting any of those attending or participating and any medical needs (See Medication)
  - Any personal care needs of those attending or participating (See Personal Care)
- Ensure that any data obtained is dealt with in compliance with the Data Protection Act 1998 (See Confidentiality and Data Protection)

April 2007

## **N COMPLAINTS**

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The Group must have a complaints procedure, which makes it as clear and easy as possible for people to raise a complaint about the Group, its Activities, or anyone connected with the Group.

Information on how to raise a complaint and how any complaint will be dealt with must be easily available and where possible in an accessible format.

The procedure must allow for a full fair and impartial investigation into the complaint.

The outcome of a complaint must be communicated to the person who raised the complaint explaining what action will be taken if any.

Where possible a right to appeal against the outcome of a complaint must be provided or the person told where they could take their complaint if they are not satisfied with the outcome.

The procedure should make provision for an impartial investigation where the complaint is raised against the person who would normally investigate such complaints.

Where the person raising a complaint is a person with a learning disability all reasonable means must be made available to assist that person in making their complaint.

Where a complaint involves an allegation of abuse the Group must notify its local authority child or vulnerable adult protection team and/or the police and if those authorities decide to investigate the matter themselves the Group must provide assistance to them for that investigation. This external process must be complied with and will overtake their own complaint investigation .

April 2007

## **O FINANCE AND ACCOUNTING ISSUES**

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The Group must

- designate a person to be responsible for all the financial matters of the Group
- keep accurate and proper accounts of all income and expenditure in respect of the Group's Activities
- have robust, transparent and auditable financial systems appropriate for the Group's Activities
- when handling money on behalf of service users ensure that they have the proper written authorisation from the service user or the person legally authorised to act on their behalf as to the nature and extent of the authorisation to manage money on the service user's behalf
- keep full records of all transactions undertaken on behalf of a service user who has authorised the Group to manage any money on their behalf

### **Money Laundering**

Transactions of the value of £9000 and over are regulated by legislation in order to seek to prevent the incidence of money laundering through an organisation

- If the Group receives amounts of money over £9000, or a series of transactions amounting to that sum, there is an obligation for the Group to seek as far as is possible to verify the identity of the person in order to legitimise the source of the money
- If the Group feels the Regulations will affect it a policy should be written to detail how such matters will be dealt with. This will need to include designating a person as the Money Laundering Officer for the purpose who shall record all verifications and report anything they consider suspicious

### **Insurance**

The Group must consider its Activities and ensure that it has suitable insurance for those Activities. Specific insurance may be required for one-off Activities

Consider the following in assessing what insurance is required

- Public liability
- Employer's liability
- Product liability
- Property insurance
- Vehicle insurance
- Travel and personal insurance
- Trustee Indemnity Insurance
- Insurance cover for administration of medication
- Personal accident insurance

April 2007

## **SCHEDULE FOUR**

### **VISION, MISSION AND VALUES**

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Mencap's vision is a world where people with a learning disability are valued equally, listened to and included. We want everyone to have the opportunity to achieve the things they want out of life.

Mencap's mission

We will:

- listen to people with a learning disability
- fight for the changes that people with a learning disability, and their families and supporters, want and need
- support all people living with a learning disability in all parts of their lives
- give excellent information and advice
- work with people and groups that want the same things we do

Mencap's values:

- being people centred
- empowering, including and respecting all people
- challenging wrong ways of thinking about learning disability
- transforming lives
- being brave and developing new ideas

September 2008

## **SCHEDULE FIVE**

### **COMPLIANCE PROCESS**

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In the event that Mencap has, or is made aware of, any concerns regarding the Group's compliance with any of the provisions of this Agreement, the following process shall be followed.

The relevant member of Mencap's staff shall formally record their initial concerns, together with any other relevant information relating to those concerns. This will include any conversations with the Group regarding the issues of non-compliance, and any other personal observations and comments that may have been received from others relating to the issues of concern.

The recorded concerns and comments shall then be discussed with the member of staff's line manager, and if the line manager deems the areas of non-compliance to be significant, a course of proposed action shall be agreed to try and ensure the Group rectifies the issues of non-compliance within proposed timescales.

The Group will be written to detailing the areas of concern, and the proposed action plan shall be agreed with the Group in order to rectify the non-compliance.

If the Group complies with the notice to rectify any area of non-compliance within the timescale then a record will be made that no further action will be taken.

If, thereafter, the issue of concern remains unresolved to the satisfaction of Mencap, then the matter will be referred back to the line manager for further action, which could result in a decision to refer the matter to the Governance Committee to consider whether the Group's affiliation should be terminated.

September 2008

# **SCHEDULE SIX**

## **APPEALS PROCESS**

### **Royal Mencap Society Membership Appeals Process**

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#### **Introduction**

1. This document explains how a member (including lifetime, annual, honorary life, family or local group), District member, Regional and National Committee member, Members' National Assembly member, Companies Act member, Royal Mencap Society Trustee or local group member may appeal against expulsion from membership as a result of non-compliance with prescribed membership requirements, misconduct or other circumstances justifying such expulsion.
2. In this document, all of the above categories will be referred to as member.

#### **Notice**

3. A member must be given at least 14 clear days' notice of the fact that a resolution is to be considered by the Governance Committee that the member be expelled.
4. The notice must include details of the misconduct or circumstances alleged to justify expulsion and members shall be advised of their right to make a written representation to the Governance Committee.
5. Any such written representation must be sent to the Chief Executive.

#### **Governance Committee**

6. The Governance Committee will be given written information, prior to their meeting, about the circumstances alleged to justify expulsion. Any available written representation from the member(s) concerned will also be sent to the Governance Committee prior to their meeting.
7. Members of the Governance Committee must declare if there is a conflict of interest.
8. Membership expulsion matters are confidential.
9. Appellants must not contact members of the Governance Committee and members of the Governance Committee must not discuss the case with appellants or others, other than where applicable with their supporters.

10. If at a meeting of the Governance Committee a resolution is passed by a majority a member will be expelled.
11. Membership expulsion matters will be formally recorded.

### **Notification of decision of the Governance Committee and right to appeal**

12. The member shall be informed of the decision within 21 days of the Governance Committee having met.
13. Any member expelled from membership shall be informed of their right to appeal against this decision to the Board of Trustees.
14. The member will also be advised of their right to make written representation to the Board of Trustees, setting out their case against expulsion from membership.
15. Notice of a wish to appeal against expulsion, and any written submission or wish to make an oral representation, must be sent to the Chief Executive within 28 days of the notification of the decision to expel.
16. Expulsion will take immediate effect unless the member indicates a wish to appeal against the Governance Committee's decision in which case the effective date of expulsion will be delayed pending the outcome of the appeal.
17. A member wishing to appeal will be informed of the date on which the Board of Trustees will consider their appeal.

### **Remit of the Board of Trustees**

18. The Board of Trustees shall consider and resolve upon any appeals against the decisions made by the Governance Committee in respect of membership expulsions. The decisions of the Board in such cases shall be final.
19. Any Trustees who have been involved in the original Governance Committee decision to expel the member concerned should declare a conflict of interest and not participate in the decision of the Board.
20. Any conflict of interest in relation to the appellant must also be declared.
21. Appellants must not contact Trustees and Trustees must not discuss the case with appellants or others, other than, where applicable, with their supporters.

22. Supporters of Trustees must not discuss the case with anyone other than the person they support.
23. Appellants must not contact supporters.

### **Procedure for consideration of membership appeals**

24. Appeals against expulsion from membership will be considered at normal meetings of the Board of Trustees.
25. An appellant shall have the right to provide a written submission to the Board setting out their case against expulsion from membership.
26. Any written submission shall be provided in time to be circulated with the agenda papers for the meeting.
27. An accompanying report shall be prepared outlining the background and reasons for the decision by the Governance Committee. This report shall be agreed with the Chair of the Governance Committee prior to the circulation to the Board of Trustees, or in his/her absence by another member of the Governance Committee who was present at the meeting where the decision to expel was taken.
28. A copy of the report shall be sent to the appellant at least seven clear days prior to the Board meeting.
29. The Chief Executive or other senior managers may advise the Board as required.
30. The Board shall decide on the basis of a simple majority of those present. In the case of an equality of votes the Chairman shall have the casting vote.
31. The decision of the board shall be final.

### **Outcome of Board of Trustees**

32. Members will be informed in writing of the Trustees' decision within 21 days of the Board having met.

33. Local Societies and Gateway Clubs must cease to use the words 'Mencap' and 'Gateway' as part of their charity or working names upon expulsion and ensure that it is made clear to the general public, beneficiaries, donors and funding bodies that they are no longer connected in any way with Royal Mencap Society or its affiliates during the process of the name change. Where relevant the Charity Commission (Inland Revenue in Northern Ireland) and Companies House must be informed. Non Branded Groups must cease to use the Phrase.
34. Individuals must stand down from any post they hold which relates to their Royal Mencap Society membership and cease to represent Royal Mencap Society.
35. Trustees and Members' National Assembly Representatives, who are Royal Mencap members through an affiliated group which has been expelled from membership, must within two months of the group being expelled continue their Royal Mencap Society membership either via the annual, family or lifetime route or continue their Royal Mencap Society membership by becoming a member of another group.
36. Any member expelled from any membership category shall automatically cease to be a member in every other category and, where relevant, shall cease to be a member of the Assembly and Board.

### **Review of the membership appeals process**

37. This procedure shall be reviewed by the Governance Committee within one year.

Membership team  
Royal Mencap Society  
Suite 12A, Langwood House  
63-81 High Street  
Rickmansworth  
Hertfordshire  
WD3 1EQ

Telephone 01923 776 700  
Email: [membership@mencap.org.uk](mailto:membership@mencap.org.uk)

26 October 2004  
Revised 18 November 2007

## SCHEDULE SEVEN

### CHECKLIST

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- The checklist must be completed by the group and returned with the signed Membership Agreement to demonstrate compliance with the main provisions of the Agreement. Any evidence required must be made available to Mencap, if requested.
- Please answer 'NA' (not applicable) if the group does not need certain policies or procedures, due to its activities. If this is the case, you should have a statement to clarify this. (Template statements are available on the Mencap website).
- Where the only possible answer is 'Yes' this indicates that the requirement is essential for all groups. (Template policies are available on the Mencap website [www.mencap.org.uk/localgroups](http://www.mencap.org.uk/localgroups)).
- All policies must be reviewed regularly (e.g. yearly or bi-annually).
- Staff/volunteers must be aware of all policies and procedures training is not always necessary. The group must decide where training is needed.

**GROUP NAME:**

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Please tick the relevant answer or give the information requested (see page 44)

Requirement	Evidence		
<b>1. Insurance</b> (see page 8 condition 10.10 and page 36)	• Valid certificate of insurance	<input type="checkbox"/> Yes	
<b>2. Trustees</b> (See page 7 Condition 10.2)	• Trustees have signed a declaration to confirm that they understand their role and responsibilities and are familiar with the group’s constitution or Memorandum and Articles	<input type="checkbox"/> Yes	
<b>3. Complaints Policy</b> (see page 35)	• Policy in place	<input type="checkbox"/> Yes	
<b>4. Vulnerable Adults Policy</b> (see page 20)	• Policy in place	<input type="checkbox"/> Yes	
<b>5. Diversity and Inclusion Policy</b> (see page 10 condition 13.2)	• Policy in place	<input type="checkbox"/> Yes	
<b>6. Health and Safety Policy</b> (see page 24)	• Policy in place	<input type="checkbox"/> Yes	
	• Risk assessments in place and have accident book	<input type="checkbox"/> Yes	
	• Name of nominated person (responsible for health and safety)	Name:	
	• Name of nominated first aider	Name:	
<b>7. Child Protection Policy</b> (see page 22)	• Policy in place	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
<b>8. Managing Challenging Behaviour</b> (see page 28)	• Policy in place	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
	• Risk assessments in place	<input type="checkbox"/> Yes	<input type="checkbox"/> NA

Please tick the relevant answer or give the information requested (see page 44)

## Requirement

## Evidence

<b>9. Manual Handling</b> (see page 26)	• Risk assessments in place	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
	• Safe system of working in place	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
<b>10. Personal Care</b> (see page 29)	• Risk assessments in place	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
<b>11. Money Laundering policy</b> (see page 36)	• Policy in place	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
<b>12. Licence to sell alcohol/ entertainment licence</b>	• Valid licence	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
	• Date licence issued	Date:	
<b>13. CRB checks</b> (see page 20 and 22)	• Registered with registered organisation (e.g. Mencap)	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
	• List of all checks made	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
<b>14. Medication</b> (see page 30)	• Record of service users' medical needs	<input type="checkbox"/> Yes	
	• Any medication kept is stored in a secure place and a record is kept of what is stored	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
	• Staff/volunteers trained to administer medication	<input type="checkbox"/> Yes	<input type="checkbox"/> NA
<b>15. Finance issues</b> (see page 36)	• Up-to-date accounts kept and record of all transactions kept	<input type="checkbox"/> Yes	
	• Person responsible for finance	Name:	
	• Written authority to handle service users' money	<input type="checkbox"/> Yes	<input type="checkbox"/> NA

Please tick the relevant answer or give the information requested (see page 44)

## Requirement

## Evidence

<b>16. Policies/procedures reviewed</b>	• Policies/procedures reviewed regularly (e.g. yearly/bi-annually)	<input type="checkbox"/> Yes
<b>17. Staff/volunteer awareness and training</b>	• Staff/volunteers aware of all policies and procedures and training conducted if necessary	<input type="checkbox"/> Yes

