

# RSQM Terms and Conditions

## 1. Payment and Refund of Assessment Fees

- a) By applying for the RSQM your organisation agrees to pay the RSQM assessment fee within 30 days of receipt of our invoice.
- b) The amount of the RSQM assessment fee is agreed with the RJC on a case by case basis dependent on the scope of your application
- c) If the application is unsuccessful at any stage the RSQM assessment fee will still be retained by RJC, however the applicant organisation may be entitled to a refund. How much is refunded will depend on what stage of the RSQM process the refund request is received.
- d) The maximum amount that may be refunded is set out in Table 1 below:

**Table 1**

<b>Refund request received</b>	<b>% of fee refunded</b>
Within seven days of initial application	100%
Before a date for first site visit is set	75%
After a date for the first site visit is set	40%
After the completion of the first site visit	10%
After completion of second site visit	0%

e) The figures provided in Table 1 above indicate the maximum amount that will be refunded. Where costs have been incurred by RJC which cannot be recovered – for example where non-refundable travel and accommodation has been booked or to cover work has commenced on your application – then RJC retains the right to refund a smaller percentage if the indicated % of fee refunded would not cover these costs.

## 2. The Assessment Process

Upon receipt of an application for the RSQM the Restorative Justice Council (RJC) will:

- a) Acknowledge your application and provide a trained RSQM assessor who will:
  - contact you to arrange your first site visit;
  - visit your organisation at least twice as part of the assessment process;
  - review and assess your portfolio of evidence;

- provide an assessment report to the RJC on your application with a recommendation for final decision.
- b) Inform you of the RJC's decision on your RSQM application and issue successful applicants with the RSQM.
  - c) Ask unsuccessful applicants to complete an improvement action plan within 2 months of the final site visit report or inform unsuccessful applicants that the application has been declined.
  - d) Provide information on the RJC appeals procedure to unsuccessful applicants.

### 3. **Applicant Organisation Responsibilities**

By applying for the RSQM you agree to:

- a) Agree the scope of your application at the outset
- b) Work with your assessor to:
  - Arrange a first site visit with your assessor to take place within 3 months of your application.
  - Complete the evidence planner in advance of your first site visit.
  - Arrange a final site visit with your assessor within 4 months of your first site visit and ensure the availability of people, documents, facilities, and transport as necessary for the visit at least one week in advance of the visit.
  - Complete any action plan activity within 2 months of receipt of the final site visit report.
- c) Provide access to all relevant data including any relevant sensitive personal data
- d) Allow RJC to store relevant personal data and confidential information where necessary.

### 4. **Ongoing requirements of the RSQM**

- a) By applying for the RSQM your organisation agrees to comply and adhere to ongoing RSQM requirements (subject to RSQM approval) including:
  - registering your practitioners and;
  - informing the RJC of changes impacting on your original application and;
  - providing annual data returns.

b) Failure to maintain the ongoing requirements of the RSQM may lead to your organisation's RSQM approval being withdrawn.

## 5. Terms of Membership and RSQM approval

a) The RSQM assessment fee includes membership of the RJC. RJC membership starts from the date the organisation receives RSQM approval. Membership runs for three years from the date the organisation receives RSQM approval ('the renewal date'). RJC members receive membership services and have constitutional rights.

b) RJC membership includes the following membership services:

- Listing on the RJC online register of restorative services
- Access to free online resources
- Copies of the RJC's magazine, *Resolution*, and monthly e-bulletins for your staff and volunteers
- Discounted entry to RJC and partner organisations' conferences and CPD events for your staff and volunteers
- Use of the RSQM logo (subject to RSQM approval and the RSQM logo's terms of use)
- RSQM certificate (subject to RSQM approval)
- Free listing of your organisation's restorative practitioners on the RJC Practitioner Register (subject to RSQM approval)

c) RSQM approved organisations may register their practitioners as Associates at no additional charge.

d) If an RSQM approved organisation's practitioner has achieved Accredited Practitioner status the practitioner may be listed as an Accredited Practitioner free of charge. The remainder of any annual fees the practitioner or organisation has paid is not refundable.

e) An additional one off fee assessment fee (see annex 1 for amount) applies for RSQM approved organisation's Associates to apply for Accredited Practitioner status via the RJC's direct accreditation process. If an approved RSQM organisation's practitioner achieves Accredited Practitioner status by completing an approved

qualification the practitioner's listing will be upgraded to Accredited Practitioner status free of charge.

- f) RSQM approved organisation's practitioners are not entitled to hard copies of RJC publications. It is for the organisation to decide whether to receive hard copies of RJC publications and how to distribute them to their practitioners.
- g) *Membership services - training organisations* - Listing on the RJC Trainers Register is not included within the RSQM assessment fees. Trainer's registration for RSQM approved organisations is subject to an additional annual trainer's registration fee (see Annex 1).
- h) To be an RJC member the organisation/practitioner must agree:
- To the RJC vision of "a society where high quality restorative practice is available to all"
  - That in the event that the RJC is dissolved with outstanding debts/liabilities, including the expenses of winding up the organisation, to contribute up to £5 towards those debts/liabilities.
- i) RJC members may vote for the seven Membership Trustees on the RJC's Board of Trustees and may attend the RJC Annual General Meeting free of charge. For more information on the constitutional rights of RJC members please see the RJC's 'Articles of Association' at [www.rjc.org.uk/constitution](http://www.rjc.org.uk/constitution)
- j) Organisations may still receive the listed benefits of RJC membership whilst waiving formal membership and voting rights.
- k) Practitioners registered with RJC via an RSQM approved organisation have voting rights. An organisation cannot vote on behalf of its practitioners – each practitioner must vote individually. Practitioners may also waive formal membership and voting rights.
- l) RSQM approved organisations who pay for listing on the trainers register do not receive any additional votes.

- m) If an organisation wishes to become an RJC member during the RSQM application process they may join as a Service Provider. Where Service Provider is awarded RSQM approval during the course of their membership, the service provider membership offer will apply at the organisations' next renewal date.

## 6. **Renewal**

- a) The organisation will be notified of the requirement to renew before the renewal date.
- b) The RJC reserves the right to withdraw membership services once the renewal date has passed. Organisations will continue to be required to adhere to the ongoing RSQM requirements during this period.
- c) If an organisation does not complete RSQM renewal its registered practitioners' membership will be lapsed due to non-payment of fees. Practitioners will be invited to renew their membership themselves at the standard rates for individual practitioners.

## 7. **Termination of membership and RSQM approval**

- a) An organisation will cease to receive RJC member benefits when:
- One month has passed since the renewal date, or
  - The organisation resigns its membership of the RJC (excluding to the right to waive formal membership)
  - By resolution of the RJC Board of Trustees in accordance with the RJC's Articles of Association.
- b) An organisation will cease to be an RSQM approved organisation when:
- The organisation fails to meet the ongoing RSQM requirements (see above)
  - The organisation is not approved by the RJC following the renewal date
  - The organisation ceases to be an RJC member.
- c) An organisation may continue to be an RJC member following the termination of RSQM approved status. The organisation will be classed as a 'service provider'.

## 8. **Variation**

a) At its discretion, RJC may at any time alter, amend, change, modify or withdraw any of these terms and conditions. Your organisation will be notified of any variation in writing. Continuation of the assessment process, or failure to notify the RJC that you do not agree to the variation of terms within one month of notification, shall be deemed as acceptance of the variation.

b) At its discretion, RJC may at any time alter, amend, change, modify or withdraw any of the membership benefits that comprise the membership services. Membership renewal or continued use of the Member Services shall be deemed acceptance of any changes to these Terms and Conditions.

## 9. **Privacy policy**

By accepting these terms and conditions, you agree to the use of your information as set out in the [RJC privacy policy](#). In addition, by accepting these terms and conditions you agree to the following terms relating to access to sensitive personal data and confidential information.

## 10. **Access to sensitive personal data**

a) As part of the assessment process, it will be necessary for RSQM assessors to have access to, discuss and look at sensitive personal data that your organisation holds. RSQM assessors will not record, or cause to be recorded, any sensitive personal data relating to any person which has been accessed as part of the assessment process. Applicants should not upload any sensitive personal data to the online portfolio.

b) For clarity, for these purposes, sensitive personal data includes any information which could cause a living individual to be identified as a participant of a restorative process. Any information relating to an organisation's service users should be anonymised before being uploaded to the online portfolio.

c) Sensitive personal data also includes information relating to racial or ethnic origins, political opinions, religious beliefs, membership of trade unions, physical or mental health, sexual life, the commission/alleged commission of any offence by that person or proceedings/disposal of proceedings relating to such an offence. Any such information, for example relating to your organisation's staff or volunteers, will not be recorded by the RJC or RSQM assessors and should not be uploaded to the online portfolio.

d) As such, for the purposes of the Data Protection Act 1998, the RJC and RSQM assessors will not process sensitive personal data.

e) RJC and RSQM assessors will process (non-sensitive) personal data relating to staff, for example, the names of the organisation's contact people, their job title, employer, direct phone line, email address. All such personal data will be processed in accordance with the Data Protection Act 1998.

**11. Access to confidential information**

As part of the assessment process, assessors will be required to look at confidential information about your organisation. Please be assured that the RJC and RSQM assessors will treat your application in the strictest confidence. Only upload confidential information to the online portfolio where necessary. You should ensure that you have gained the necessary permissions to share any confidential evidence. All RJC staff and RSQM assessors have signed a confidentiality statement which is included in their contracts. All RSQM assessors are DBS (formerly CRB) checked.

**12. Marketing**

RJC will not supply data to any third party for marketing purposes.

**13. Networking and assisting access to restorative services**

Contact details for organisations may be supplied to people trying to access restorative services and to other RJC members for networking and research purposes.

**14. Governing law**

These terms and conditions shall be interpreted in accordance with English law and all disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## Annex 1: Membership Fees 2015-16

Fee type	Fee amount
RSQM assessment fee	<p><b>All RSQM assessment fees are agreed in advance of your application based on the scope of your application. Please contact <a href="mailto:rsqm@restorativejustice.org.uk">rsqm@restorativejustice.org.uk</a> for a tailored quote.</b></p> <p>If your organisation requires more than two visits due to its size or complexity, the fee will be agreed on an agency-by-agency basis.</p> <p>Organisations whose practice is managed at a local level may be required to apply for RSQMs at the local level before an RSQM can be awarded to the entire service.</p>
Trainers Registration fee	<p>£125 per annum (discounted for RSQM approved organisations)</p> <p>£250 per annum (standard rate)</p>
Service Provider membership fee	£250 per annum (standard rate)
Accredited Practitioner: Direct Accreditation route	£360 one off fee including VAT
Practitioner Registration fee	£45 per annum
	Free to employees and volunteers of RSQM approved organisations
Supporter membership fee	£35 per annum