

WM4x4R

Membership Agreement

Rev 2.0

18/10/2021
West Midlands 4x4 Response
Charity Registration Number 1190329

Change Control

Version	Date	Details
1	16 August 2020	V1.0
2	18 October 2021	Updated

Membership Agreement

1. Introduction

By becoming a volunteer Member of WM4x4R you agree to:

- 1.1. be a good role model with behaviour and an attitude that are in line with our values when volunteering for us and also in your private life.
- 1.2. comply with all applicable UK laws and guidance.
- 1.3. make sure you follow our policies and procedures and re-read them regularly, so you are informed of updates.
- 1.4. take responsibility to close any gaps you may have in understanding our policies by talking to the relevant Charity Trustees.
- 1.5. play your part in giving a consistently great experience of WM4x4R to our Members, clients, and the public
- 1.6. be responsible and accountable in the way you perform your role. Adopt the behaviours that would be expected of a reasonable person.
- 1.7. be fair and treat everyone with respect and dignity.
- 1.8. respect privacy in line with our policies and procedures.
- 1.9. communicate in an open and respectful way, whether in person, by phone, writing or digital media.
- 1.10. work together with other members to promote WM4x4R's charitable objectives.

2. The Charity and Membership

- 2.1 West Midlands 4x4 Response is a Charitable Incorporated Organisation. It is referred to in this Membership Agreement as the "Charity".
- 2.2 The Charity is a member-based, voluntary organisation.
- 2.3 The Charity's Constitution includes an admission procedure for Members of the Charity (in Article 9 of the Constitution) and various rules about Membership.
- 2.4 The Charity's Constitution is available at <https://www.westmidlands4x4response.org>
- 2.5 This Membership Agreement gives more detail about Membership.
- 2.6 To become a Member of the Charity, a Member must agree to the Membership Agreement.
- 2.7 If there is disagreement about how the Constitution and the Membership Agreement are interpreted, the Constitution takes priority.

3. Definitions

- 3.1 In this Membership Agreement, the words listed below are used with capital letters because they have a specific meaning:

Defined term	Meaning in this Membership Agreement
Application	means application by an individual to become a Member of the Charity.
Assignment	means any call-out, incident or deployment where the Charity has Responders. An Assignment lasts from

Defined term	Meaning in this Membership Agreement
	the time the first Responder leaves home to the time the last Responder returns home.
Charity	means the organisation known as West Midlands 4x4 Response CIO Number 1190329 ("WM4x4R"), and (where relevant) any of the organisation's Trustees or Committees.
Charity Business	means doing anything related to the Charity including: <ul style="list-style-type: none"> • taking part in meetings; • wearing Uniform; • using Charity equipment (including communications equipment); • using Responder Vehicles; • communicating about the Charity; • travelling to and from Assignment; • being on Assignment.
Committee	means a group of Members appointed by the Charity Trustees. The Constitution (Article 18) describes how Committees are created.
Communication	means SMS, MMS, other mobile telephone communication; email; speaking; forum private message; posts on Telegram, WhatsApp or any other social media; posts or topics on any forum used by the Charity or any public forum; printed or hand written documents; any other document or media, which contains any information relating to the Charity, or its Members.
Controller	means the Member managing an Assignment.
DBS Certificate	means a "Basic" (or higher) level certificate issued by the Disclosure and Barring Service (DBS) or Disclosure Scotland. A DBS Certificate must: <ul style="list-style-type: none"> • be dated within two (2) years of the date when an individual submits an Application; • have been issued within the past three (3) years at any time during Membership. If an Applicant or Member has a DBS Certificate that is not blank, it is at the Charity Trustees' discretion whether that Applicant or Member can be a member of the Charity.
Driving Licence	means a driving licence valid in the UK. If an Applicant or Member has a Driving Licence that has endorsements, it is at the Charity Trustees' discretion whether that Applicant or Member can be a member of the Charity.

Defined term	Meaning in this Membership Agreement
Information Requirements	<p>means information that Members must provide to the Charity. This includes:</p> <ul style="list-style-type: none"> • email address, • mobile phone number, • vehicle registration (Responder only), • insurance details, (Responder only), • next of kin details, • Driving Licence (Responder only), • DBS Certificate, • External driving skills check to the required level (Responder only).
Member	<p>means any individual whose Application to join the Charity has been approved, who has complied with the Charity's training requirements, and who has paid the Membership Fee. Members are either Responders or Supporters. Members agree to the terms of the Membership Agreement (this document) and any policies that are in place in the Charity from time to time.</p>
Membership Fee	<p>means the amount payable by each Member to the Charity, each year. The Charity Trustees can change the Membership Fee. Members will be told about changes to the Membership Fee before a change is made.</p>
Membership List	<p>means the list of all active Members, which means those Members that can be called on by the Charity to take part in an Assignment.</p>
Membership Year	<p>means the twelve (12) months between 1 October and 30 September.</p>
PLI Cover	<p>means the public liability insurance cover that the Charity supplies to cover all Members on the Membership List.</p>
Responder	<p>means any Member who:</p> <ul style="list-style-type: none"> • has a Responder Vehicle and has supplied the Information Requirements including an external basic driving skills check (Responder Level 1). • has a Responder Vehicle, has supplied the Information Requirements including an external intermediate driving skills check, has completed basic training, and has completed at least 3 supervised Assignments (Responder Level 2). • has a Responder Vehicle, has supplied the Information Requirements including an external advanced driving skills check, and has completed at least 3 years as a Responder Level 2 (Responder Level 3). <p>Responders are required to be reasonably physically fit (walk at least two miles within 60 minutes) Responders are driving Members.</p>

Defined term	Meaning in this Membership Agreement
Responder Vehicle	<p>means a Responder's vehicle which must:</p> <ul style="list-style-type: none"> • Be in road worthy condition; • Have a valid MOT; • Have a valid Road Fund Licence; • Be correctly insured with at least third-party insurance, covering the use of the Responder Vehicle for 4x4 response/volunteering. <p>A vehicle is only a "Responder Vehicle" when it has Charity identification on it and /or it is on Charity Business.</p>
Road Traffic Acts	<p>means any statute, proclamation, delegated or subordinate legislation, guidance, direction, or determination of any governmental, statutory, or regulatory body, as amended from time to time, and relevant to the driving of a mechanically propelled vehicle on a road or other public place.</p>
Supporter	<p>means any Member who:</p> <ul style="list-style-type: none"> • has supplied the Information Requirements (Supporter Level 1). • has supplied the Information Requirements, [has completed basic training], and has completed at least 3 supervised Assignments (Supporter Level 2). • has supplied the Information Requirements and has completed at least 3 years as a Supporter Level 2 (Supporter Level 3). <p>Supporters are non-driving Members.</p>
Uniform	<p>means clothing the Charity Trustees have approved for Members. Depending on the Assignment, this may include:</p> <ul style="list-style-type: none"> • safety boots; • dark colour trousers; • a dark colour shirt (preferably Charity-branded), • an orange hi-vis vest / orange tac vest / orange coat (in each case preferably Charity-branded). <p>The Charity Trustees can change the Uniform. Members will be told about changes to the Uniform before a change is made.</p>

3.2 In this Membership Agreement:

3.2.1 "in writing" includes by email.

3.2.2 "Charity Trustee" includes any Committee that the Charity Trustees delegate their authority to.

4. Committees

4.1 The Charity Trustees can make Committees to help with their work. The Charity Trustees invite Members to be on each Committee, and give specific responsibilities to each Committee.

- 4.2 Members volunteer to be on Committees, they are not paid.
- 4.3 Committees are an important part of running the Charity. All Members are expected to behave protect the image of the Charity, but Members who are invited to be on a Committee and who agree to serve the Charity by being on the Committee are expected to behave in a particularly responsible way. This includes not sharing information outside the Charity Trustees and other Members who are on the same Committee.
- 4.4 Each Committee has its own rules and responsibilities, depending on what the Committee does, but all Members on any Committee must:
 - 4.4.1 Treat internal Charity documents as confidential;
 - 4.4.2 Not share Charity documents with anyone who is not a Charity Trustee or on the same Committee, without permission;

5. Members

5.1 Types of member

The Charity has two (2) types of member:

- 5.1.1 Supporters
 - 5.1.2 Responders
- 5.2 Becoming a Member
- 5.2.1 Any individual who wants to become a Member of the Charity submits an Application.
 - 5.2.2 The Application includes the Information Requirements.
 - 5.2.3 The Charity Trustees review the Application and carry out an interview and background check.
 - 5.2.4 The Constitution (Article 9(1)(b)) describes the admission procedure.
 - 5.2.5 Applicants must be at least 18 years old (17 for Support members)
 - 5.2.6 Members must have access to a mobile phone and computer with internet connection for group communications
 - 5.2.7 Successful applicants have 14 days to pay the Membership Fee.
 - 5.2.8 Any new Member joins at Level 1.
- 5.3 Membership Fees
- 5.3.1 Members pay the Membership Fee in advance for the Membership Year.
 - 5.3.2 The Membership Fee is payable by 1 October.
 - 5.3.3 By paying the Membership Fee, a Member automatically accepts and agrees to this Membership Agreement.
 - 5.3.4 Failure by a Member to pay the Membership Fee by the due date shall result in the non-paying Member being suspended from the Membership List until their Membership Fee is paid.
- 5.4 Member rights and obligations
- 5.4.1 As well as their duties described in the Constitution (Article 9(3)), Members agree to be bound by the Membership Agreement and any other internal rules of the Charity.
 - 5.4.2 Members must act in the best interests of the Charity, and protect the Charity's image, whether on Charity Business or not. Members must not bring the Charity into disrepute.
 - 5.4.3 Members will always follow the law, whether they are on Charity Business or not.
 - 5.4.4 Members will keep the Information Requirements up to date and will tell the Charity, in writing, about any changes to the Information Requirements within a reasonable time.
 - 5.4.5 Members must read and accept the membership agreement
 - 5.4.6 Members must attend meetings at least 3 times a year

- 5.4.7 Members must supply updated DBS Certificates every three (3) years.
- 5.4.8 Members must complete Rospa Driver training & assessment yearly (online)
- 5.4.9 Members must complete an off-road driver training course yearly (provided)
- 5.4.10 Members must complete a first aid course as required (provided)
- 5.4.11 Members must display an authorised WM4x4 logo on your vehicle (provided)
- 5.4.12 Members must attend at least one training course per year (provided*)
- 5.4.13 Members must provide MOT, insurance and tax records for your vehicle
- 5.4.14 Members must Maintain a clean licence (6 points maximum) certain offence codes may preclude acceptance or continued membership
- 5.4.15 Charity Trustees can ask Members to join committees (Constitution, Article 18);
- 5.4.16 Members must not be members of any other 4x4 response group which is a member of National 4x4 Response Network.
- 5.4.17 The Charity will loan Level 1 Supporters and Level 1 Responders any identification badges or documents that they need to take part in an Assignment.
- 5.4.18 The Charity will give Level 2 and Level 3 Supporters and Level 2 and Level 3 Responders an ID card. Members must always carry their ID card when they are on Charity Business. When someone in authority asks a Members to show their ID card, the Member must do so.
- 5.4.19 If a Member loses their ID card, they must tell the Charity as soon as possible.
- 5.4.20 The Charity can charge a Member for replacing a lost or damaged ID card.

5.5 End of Membership

- 5.5.1 Article 9(4) of the Constitution describes how Membership ends.
- 5.5.2 A Member is automatically removed from the Membership List when their Membership ends.
- 5.5.3 Membership Fees are not refundable regardless of when or why Membership ended.

6. Supporters

- 6.1 Supporters may perform operational tasks on Assignments.
- 6.2 Controllers assign tasks to Supporters.
- 6.3 Supporters must inform the Charity as soon as possible about any change to any Information Requirement and if they are convicted under the Road Traffic Acts.
- 6.3.1 The Charity can ask for, and the Supporter must supply as soon as possible, any other information the Charity may require. If the Supporter does not provide the information that the Charity has asked for in a reasonable time, the Charity can suspend the Supporter from the Membership List until they provide the information.
- 6.4 Supporters must follow the Charity's policies. If they do not, the Charity can suspend the Supporter from the Membership List until they comply.
- 6.5 On Assignment, Supporters must:
 - 6.5.1 follow any reasonable instruction from the Controller or other authority;
 - 6.5.2 act in a professional way, as a representative of the Charity;
 - 6.5.3 wear Uniform.
- 6.6 When a Supporter accepts an Assignment this automatically means that the Supporter is self-certifying that they are not suffering from any mental or physical impairment or condition that may affect their fitness to carry out the work required for the Assignment.

7. Responders

- 7.1 Responders perform operational tasks on Assignments
- 7.2 Responders must be willing to attend call-outs, (fuel expenses may not be paid for all jobs), especially during the winter months.
- 7.3 Volunteers must volunteer at least three fundraising and marshalling events per year.
- 7.4 Controllers assign tasks to Responders.

- 7.5 When they are on Charity Business, whether on Assignment or not, or whether in their Responder Vehicle or not, Responders must follow the Road Traffic Acts. This includes not exceeding the speed limit and not disregarding any form of traffic signal, including red traffic lights.
- 7.6 Responders must inform the Charity as soon as possible if they are convicted under the Road Traffic Acts.
- 7.7 Responders must inform the Charity as soon as possible about any change to any Information Requirement.
- 7.8 The Charity can ask for, and the Responder must supply as soon as possible, any other information about the Responder's status as a road user, and/or about the Responder Vehicle. If the Responder does not provide the information that the Charity has asked for in a reasonable time, the Charity can suspend the Responder from the Membership List until they provide the information.
- 7.9 Responders must follow the Charity's policies. If they do not, the Charity can suspend the Responder from the Membership List until they comply.
- 7.10 On Assignment, Responders must:
 - 7.10.1 follow any reasonable instruction from the Controller or other authority;
 - 7.10.2 act in a professional way, as a representative of the Charity;
 - 7.10.3 ensure the Responder Vehicle they use is identified as a Charity Responder Vehicle;
 - 7.10.4 wear Uniform.
- 7.11 When a Responder accepts an Assignment this automatically means that the Responder is self-certifying that they are not suffering from any mental or physical impairment or condition that may affect their fitness to carry out the work required for the Assignment.

8. Responder Vehicles

- 8.1 If a Responder Vehicle is modified, the modification and the vehicle must be road legal. The Responder's insurance company must have been notified about the modification.
- 8.2 The modification must not risk adversely affecting the Charity's reputation. Modifications therefore include stickers, logos etc. as well as functional modifications.
- 8.3 A Responder whose Responder Vehicle does not comply with Paragraph 8.1 and 8.2 can be suspended from the Active Members List until it complies.
- 8.4 Any Charity supplied stickers must be removed from the vehicle should the vehicle be sold or the responder leaves the organisation.

9. Intoxicants

- 9.1 Members must not be under the influence of any intoxicating substance while on Charity Business.
- 9.2 The Charity can undertake or authorise randomised testing for intoxicants of any Member who is on Charity Business.
- 9.3 A Member who refuses a random test for intoxicants will be suspended from the Membership List pending a disciplinary procedure.
- 9.4 A Member who takes a randomised test and whose test result is at or exceeds the legal limit for intoxicants will be suspended from the Membership List pending a disciplinary procedure.
- 9.5 A Member who takes a randomised test for alcohol and whose test result is at or exceeds 13mg per 100ml of breath but is below the legal limit for intoxicants on the breath will be suspended from the Membership List pending a disciplinary procedure.
- 9.6 A Member who suspects another Member of being under the influence of intoxicants while on Charity Business must immediately contact the Charity (by speaking to a Controller, Committee Member or Charity Trustee). The Charity can

authorise testing of all Members on an Assignment, stand down Members suspected of being intoxicated, and/or request police attendance.

10. Communication, media, and publicity

- 10.1 In the spirit of the Charity's goals, all Members must treat each other and anyone outside the Charity with dignity and respect.
- 10.2 Members must follow the Charity's media and communications rules for internal and external Communication.
- 10.3 The work that the Charity does can be sensitive and strategic. It is important that the Charity's clients can trust that the Charity will treat their information with respect.
- 10.4 The Charity encourages Members to "like and share" information on the Charity's official social media channels.
- 10.5 Internal Communication is between Members, or between Members and the Charity.
 - 10.5.1 All internal Communication must be treated as confidential.
 - 10.5.2 Members must not share any internal Communication with anyone who is not a Member unless they are told by the Charity that they can do so.
- 10.6 External Communication is between Members and non-members. Non-members can be individuals, organisations, or groups of individuals.
 - 10.6.1 Members must not share any information or make comments about Charity Business in any external Communication unless they are told by the Charity that they can do so.
 - 10.6.2 Members must not contact the press or give interviews unless they are told by the Charity that they can do so.

11. Data Protection

- 11.1 The Charity treats all data in accordance with its obligations under the General Data Protection Regulation, or UK equivalent. The Charity's data and privacy policies are available at <https://www.westmidlands4x4response.org>

12. Disciplinary procedures and complaints

- 12.1 The Charity hopes that all its Members can work together in the spirit of the Charity's goals. However, we recognise that sometimes it might be necessary to draw Members' attention to those goals through a disciplinary procedure, and that sometimes Members will have complaints.
- 12.2 The Charity's disciplinary procedures and complaints procedures are described in policies available at <https://www.westmidlands4x4response.org>

I hereby acknowledge the above member agreement, and agree to comply with the terms of the agreement.

Name:

Signed:

Date: