

THE ROYAL BRITISH LEGION MEMBERSHIP TERMS AND CONDITIONS

As a Member of The Royal British Legion, you confirm that you have read and agree to accept the terms and conditions set out in this document. Please retain a copy for your records.

1. Interpretation

- 1.1. **'The Royal British Legion'** (hereinafter referred to as **'TRBL'** or **'we'**) is a registered charity (no. 219279) with Head Office located at 199 Borough High Street, London, SE1 1AA. Its aim is to safeguard the welfare, interests and memory of those who are serving or who have served in the Armed Forces and their dependants.
- 1.2. **'Branch'** – refers to a Legion formation created by a group of members and registered on the central database. Branches are an integral part of TRBL charity.
- 1.3. **'Club'** – refers to a business registered with the Financial Conduct Authority, which pays TRBL a licence fee to use TRBL name and logo. Clubs are not part of TRBL charity.
- 1.4. **'Membership'** refers to an annual subscription based membership of TRBL.
- 1.5. References to a **'Member'**, **'you'**, **'your'** or **'yourself'** in these terms and conditions refers to any person who holds a Membership of TRBL.
- 1.6. **'T&Cs'** refer to these TRBL Membership Terms and Conditions.
- 1.7. **'Supplier'** or **'subcontractor'** refers to any third party, firm or individual that provides a product or service to TRBL under a contract.
- 1.8. **'Annual Conference'** – refers to the Royal British Legion Conference held over a two-day weekend preceding the Spring Bank Holiday or at another time of its choice, where members vote on motions.
- 1.9. **'Fee'** refers to an annual payment made by:
 - 1.9.1. a person applying to become a member, or
 - 1.9.2. an existing member who wishes to continue their Membership for another year.

2. Data Protection

- 2.1. By submitting a completed and signed Membership application form either in hard copy or online, or by signing up over the phone, you agree for your personal details to be processed by TRBL in accordance with the lawful basis under which it has been collected. Your data will be processed in accordance with the General Data Protection Regulations (GDPR) in order to fulfil these Membership T&Cs.
- 2.2. We commit to keeping your data secure and only use it for the purpose for which it has been collected.

- 2.3. We may share personal data with subcontractors or suppliers who are contracted by us to provide certain services. However, these activities will be carried out under an agreement which imposes strict requirements on our supplier to keep your information confidential and secure and comply with the GDPR.
- 2.4. You are responsible for informing us of changes to your personal details.
- 2.5. Since every member of TRBL must be a member of at least one branch, your personal details will be shared with the Branch(es) you are a member of and with the County/District where this Branch is located. Branches and Counties/Districts are under strict obligations to keep your data secure and only use it for purposes it was collected for.
- 2.6. We will keep your personal data for as long as you continue to be a member. Once your membership is cancelled, we will keep your personal data for 7 years unless you exercise your right to be forgotten.
- 2.7. You are entitled to request access to your personal information as well as any of the other rights under the GDPR. Please see our Privacy Policy for more information (please visit www.rbl.org.uk/privacy). You should put your request in writing, using these contact details:

*Data Protection Officer
Royal British Legion
199 Borough High Street
London SE1 1AA
E-mail: dataprotection@britishlegion.org.uk*

3. Membership Application

- 3.1. Your Membership application can be submitted on paper, online or processed over the phone.
- 3.2. A Member must be a member of at least one Branch.
- 3.3. Once your application is processed and we have received payment of the Membership Fee, you will be issued with a Membership card.
- 3.4. Your Membership will be valid for 12 months. The expiry date will be printed on your Membership card.

4. Membership Package

- 4.1.1. As a Member, you are entitled to a Membership card, which will be sent by post. If your Membership card is lost or stolen, and you need a replacement card to be issued free of charge please contact Membership Services Team at:
Membershipservices@britishlegion.org.uk or call the Membership Helpline on: 0800 307 7773 (UK - free), 1800 911 936 (Republic of Ireland) or +44 207 191 1091 (overseas - full rate applies).
- 4.2. As a member you will be entitled to vote on governance matters at Branch level, and, if you are nominated to be the Branch delegate at the County or Annual Conference, you will be entitled to vote at County and National level respectively.
- 4.3. As a Member, you will be entitled to hold positions at Branch, County, and National level as well as being a member of any Council or Committee, provided you are appointed or elected.
- 4.4. You will receive monthly Membership newsletters by email provided you have given us your email address and consent to be contacted by email.
- 4.5. You will receive TRBL's Legion Magazine by post unless you ask us not to send it.

- 4.6. You may receive emails and letters about other areas of TRBL including Fundraising, Operations, Marketing, Remembrance, Campaigns, Poppy Shop, and Poppy Lottery, on condition that you have given us consent to be contacted by the relevant channel.
- 4.7. You can opt in or opt out from receiving any or all of the communications from TRBL at any point by logging in to the self-service portal or contacting us using the details in paragraph 14.
- 4.8. Your TRBL Branch and/or County/District may occasionally send you information about their meetings, events, activities, administration and governance. To opt out of these local communications, please contact the Branch or County directly.
- 4.9. We reserve the right to vary, withdraw or amend the Membership package at our discretion.

5. Membership restrictions

- 5.1. TRBL Head Office reserves the right to refuse a Membership application if a Member was previously expelled by TRBL. If this happens, you will be notified of the reason for refusal. If your application is refused after we have accepted the payment, we will issue a full refund.
- 5.2. Any person whose Membership application has been refused by the Branch is allowed to appeal to Head Office against this decision.
- 5.3. Members will not be eligible for election or appointment if they are under the age of 18 years or if in accordance with Charity law they:
 - have an unspent conviction for an offence involving dishonesty or deception;
 - have been disqualified as a company director under the Company Directors Disqualification Act 1986;
 - are an undischarged bankrupt; or
 - have been removed from trusteeship of a charity by a Court of Law or the Charity Commission.

6. Membership Fees

- 6.1. Every Member (with the exception of Youth Members and Life Members) must pay for their Membership annually.
- 6.2. The annual Membership Fee amount is decided by delegates at the Membership Annual Conference in May. The Membership Fee is valid from 1st October to 30th September the following year. If there are no Conference motions to change the Membership Fee, it stays the same for another year.
- 6.3. Every Branch may charge an additional Branch fee. The amount of this fee is decided by Branch Members at their Annual General Meeting. The Branch fee is valid from 1st October to 30th September the following year.
- 6.4. You can add a donation of any amount to your annual payment. Where you do so, you need to specify if your donation should go to:
 - Membership General Fund – to support Membership administration and activities, or
 - TRBL Benevolent Fund – to support TRBL core charitable activities, including beneficiary support.
- 6.5. The Membership Fees and any applicable Branch fees are payable once a year. Your Membership renewal notification will confirm when and how much you need to pay.
- 6.6. If you wish to become a Club member, you will have to apply and pay the Club Membership fee directly at the Club. The Club will confirm the Club Membership fee payable.
- 6.7. Gift Aid

6.7.1. TRBL can reclaim tax on Membership fees and Membership General Fund donations. If you pay UK income tax at the basic rate (or higher) you can complete a Gift Aid declaration.

6.7.2. You are responsible to notify us if you wish to cancel your declaration, change your details or you are no longer eligible for Gift Aid.

7. Payment methods

7.1. You can pay your Membership Fees using one of the following methods:

7.1.1. Direct Debit – protected by the Direct Debit Guarantee.

7.1.2. Continuous Payment Authority.

7.1.3. Debit or credit card – online and on the phone.

7.1.4. PayPal – online.

7.1.5. Bank transfer.

7.1.6. PayPoint.

7.1.7. Cheque.

7.1.8. Cash – only if paying at the Branch.

7.2. We reserve the right to remove any of the above payment options or introduce new options at any time.

8. Life Membership

8.1. Life Membership is a national award given to existing Members in recognition of exceptional service to the Charity, allowing them to retain their Membership free of charge for as long as they wish. It is awarded by TRBL National Chairman upon an application from a Branch. More information about Life Membership can be found in the Membership Handbook.

8.2. Life Members will retain all the rights listed in paragraph 3 of these T&Cs and will be subject to all restrictions listed in paragraph 4.3 of these T&Cs.

9. Youth Membership

9.1. People aged 12-17 can apply to become youth members free of charge. Youth members do not have the rights to vote or hold any positions with the exception of a Youth Standard Bearer.

9.2. Youth members turning 18 can apply for a full TRBL Membership by paying the Membership Fee and any other Branch or Club fees as apply.

9.3. Youth members must be accompanied by a parent or guardian when taking part in meetings or activities organised by TRBL on the national, County and Branch level.

10. Membership renewal

10.1. You will receive a Membership renewal notification 2 to 4 weeks prior to your Membership expiry date. Following receipt of the Membership renewal notification, you will be able to renew your Membership for another year or cancel your Membership.

10.2. If we do not hear from you or receive payment of the Membership Fee within six (6) weeks of sending the Membership renewal notification, we will send you a reminder to renew. A maximum of two reminders will be sent.

11. Membership transfers

- 11.1. Your Membership cannot be transferred to another person.
- 11.2. You can apply to transfer your Membership to another Branch upon the Branch Committee's approval.

12. Membership cancellation

- 12.1. You can ask us to cancel your Membership at any point during the year with immediate effect. Your Membership Fee will only be refunded if specific conditions are met (please see paragraph 13 below).
- 12.2. If following receipt of a Membership renewal notification you do not request to cancel your Membership, but you fail to pay the Membership Fee, we will cancel your Membership four (4) weeks after the date of your last Membership renewal reminder.
- 12.3. If a complaint is submitted against you, and you are expelled by TRBL, your Membership will be cancelled immediately and you will not be able to apply to become a Member again.
 - 12.3.1. Your Membership can also be suspended by TRBL in which case it will be reinstated when the suspension period expires.

13. Refunds

- 13.1. Refunds will only be given:
 - 13.1.1. If a Membership application is refused after the payment has been taken (full refund).
 - 13.1.2. If the payment amount collected by us is incorrect (partial refund depending on the amount of due fees).
 - 13.1.3. If payment is collected in error from a Life Member or youth member.
 - 13.1.4. If a Member passes away within six (6) months from the payment date and a refund is requested by the next of kin (full refund).
 - 13.1.5. If the payment is collected in error after we have been told that the member has passed away (full refund).
 - 13.1.6. If the payment is collected because we were unaware that the Member passed away and the next of kin subsequently requests a refund (full refund).
 - 13.1.7. If the payment is collected in error after the Member has asked us to cancel their Membership. The Member will be asked to return their Membership card in order to receive the refund (full refund).
- 13.2. Refunds cannot be given:
 - 13.2.1. If a Member is dissatisfied with TRBL Membership.
 - 13.2.2. If a Member is expelled by TRBL.

14. Membership policies

- 14.1. All Members must abide by TRBL Royal Charter and the Membership Handbook. Both documents are available at TRBL website.

15. Queries, comments and complaints

- 15.1. If you have any Membership queries, comments or complaints please contact:
- 15.1.1. Your County/District Membership Support Officer – details can be found here:
<https://www.britishlegion.org.uk/membership/branches-and-counties/counties/>
 - 15.1.2. Membership Services Team at: Membershipservices@britishlegion.org.uk
 - 15.1.3. Membership Helpline on: 0800 307 7773 (UK - free), 1800 911 936 (Republic of Ireland) or +44 207 191 1091 (overseas - full rate applies)
 - 15.1.4. TRBL Contact Centre on 0808 802 8080 or +44 (0)20 3376 8080 (overseas - full rate)
 - 15.1.5. Membership Services team at The Royal British Legion, 199 Borough High Street, London SE1 1AA
- 15.2. Serious complaints will be dealt with according to the Membership Complaints Procedure which is available at TRBL website. If you wish to obtain a hard copy of the procedure please contact us using the details above.