

MEMBERSHIP TERMS AND CONDITIONS

of

THE FOSTERING NETWORK



Terms and Conditions for the membership of The Fostering Network

1. Introduction

- 1.1 These terms and conditions set out the basis of the agreement between The Fostering Network (“us/we/our/TFN”) and our membership. They set out who we are, what membership involves, the cost of membership, and how you or we may change or end your membership.
- 1.2 In submitting an application to become a member of TFN, or by paying your annual subscription fee, you agree to be bound by these terms and conditions.

2. Background

- 2.1 We are the UK’s leading fostering charity and membership organisation. We are an established charitable company limited by guarantee (company number 1507277) and registered with the Charity Commission (charity number 280852) and the Office of the Scottish Charity Regulator (SC039338). Our registered address is 87 Blackfriars Road, London, SE1 8HA.

3. **AS A CHARITABLE COMPANY, WE ARE GOVERNED BY OUR MEMORANDUM AND ARTICLES OF ASSOCIATION AS AMENDED FROM TIME TO TIME (“ARTICLES”).** Membership Categories

- 3.1 We have various categories of membership which you are welcome to apply for if you are eligible to do so. *Foster/Kinship carers and retired foster carers*
 - 3.1.1 We welcome applications directly from current and retired foster/kinship carers.
 - 3.1.2 Our membership for current foster/kinship carers is only available to approved foster carers based in the UK, Republic of Ireland, Guernsey, Jersey or Isle of Man. We do not accept applications from addresses outside of these areas.
 - 3.1.3 Our membership for retired foster/kinship carers is only available to foster/kinship carers who are no longer approved foster carers.
- 3.2 *Fostering services and their foster carers*
 - 3.2.1 Fostering services can take out one of the following memberships:
 - (a) *Fostering Service Membership* – this means that only the relevant fostering service is a member of TFN and its fostering/kinship staff have access to TFN member benefits.
 - (b) *Foster Carer/Kinship Household Membership* – this means that the relevant fostering service obtains membership for each of its foster/kinship carer households.
 - (c) *Fostering Service and Foster/Kinship Carer Household Membership* – this means that the relevant fostering service obtains membership as outlined at both (a) and (b) above.

- 3.2.2 Our membership for fostering services is open to fostering services registered with a recognised care inspectorate in their country (OFSTED, CIW, RQIA or CIS) and who support TFN's aims and values.
- 3.2.3 Fostering Service Membership is intended for the named member company. Parent, subsidiary or other associated companies are required to apply in their own right if they meet our eligibility criteria.
- 3.2.4 Foster/Kinship Carer Household Membership belongs to the individual foster carer and not to the fostering service that pays for the membership.

4. Becoming A Member

- 4.1 All applicants for the above membership categories are required to fully complete the application form on our website. We will not process your application unless you have provided all the information we need in the application form.
- 4.2 We reserve the right to accept or reject your application for membership and are not required to state the grounds or reason for any such decision as stated in our articles. If we cannot accept your application we will inform you of this in writing and we will not charge you any fees.
- 4.3 If we accept your application, membership will begin once we have received subscription payment from you or the relevant fostering service representing you.

5. Renewing Membership

- 5.1 Unless we decide your membership cannot continue or unless you notify us in writing that you wish to cancel your membership at least 90 days before your membership renewal date, your membership will automatically continue. In practice we say that your membership 'renews' each year on payment of the subscription fee.
- 5.2 We will not to continue your membership if we are unable to obtain payment of the subscription fee for a period of six months after it becoming due or if the relevant fostering service is no longer a fostering service registered with a recognised care inspectorate in their country (OFSTED, CIW, RQIA or CIS) or is suspended by any of these bodies.
- 5.3 If we cannot continue your membership, we will inform you of this in writing and we will not charge you any fees.

6. Ending Membership

- 6.1 Your membership will end if:
 - 6.1.1 You/ your fostering service tell us you no longer wish to be a member.
 - 6.1.2 Your subscription fee remains unpaid for a period of six months.
 - 6.1.3 An individual member dies.
 - 6.1.4 A fostering service goes into liquidation, administration, receivership, or is dissolved.

- 6.1.5 The trustees of TFN decide, in accordance with the Articles, that your membership should end.
- 6.2 If you wish to cancel your membership at any point, you must write to us at least 90 days before your membership renewal date. If you choose to cancel your membership, we cannot refund any of the cost of your membership fee already paid.
- 6.3 If a fostering service has procured foster/kinship carer household membership and the relevant fostering service removes a foster/kinship carer household from their organisation:
- 6.3.1 Within 10 days of notification, we will invite the household to take out retired foster carer membership to enable them to have continuous cover with TFN.
- 6.3.2 If the household chooses to apply for retired foster carer membership within 90 days of their removal, their period of cover will be continuous.
- 6.3.3 If the household chooses to take retired membership after the 90 day period has expired, their new membership (where eligible) will begin from its start date, and any period in that gap will not be covered.
- 6.3.4 For cancelled household membership we cannot refund fees already paid in line with clause 6.2 and the full 90 day notice period will be charged if fees have not been paid.

7. Member Benefits

7.1 Benefits

- 7.1.1 We provide our members with certain benefits. The income and property of TFN can only be used towards the promotion of our charitable objects. We consider that the benefits we provide to our membership are given in furtherance of these charitable objects and any private benefit is incidental.
- 7.1.2 Each member will be entitled to the member benefits as set out on our website from time to time: [The Fostering Network Membership](#)
- 7.1.3 Member benefits are only available to you if your application or renewal is accepted and your subscription is paid. We will make the membership benefits available to your fostering service, fostering/kinship staff and foster/kinship carers until you or we end your membership by giving you notice.
- 7.1.4 We may make changes to the members benefits to reflect changes in relevant laws and regulatory requirements or to implement adjustments and improvements. For example, we may change a provider offering a service. We aim to ensure that you will still receive substantially the same benefit from another partner or third party we identify and we aim to achieve a seamless transition between providers but will not be liable for any removal of the benefits named in this agreement.
- 7.1.5 If we make significant changes to the member benefits we will notify you of these changes before they take effect.

- 7.1.6 We may have to suspend some or all the membership benefits from time to time to:
- (a) address technical problems or make minor technical changes;
 - (b) update the materials or our website to reflect changes in relevant laws, regulatory requirements and good industry practice; or
 - (c) make changes to the benefits as requested by you or notified by us to you.
- 7.1.7 We will contact you in advance to tell you we will be suspending the benefits, unless the problem is urgent or an emergency.

8. Member Obligations

8.1 *Annual fee*

- 8.1.1 Members are required to pay an annual subscription fee.
- 8.1.2 Self-subscription membership for foster/kinship carers and retired foster/kinship carers will be charged per household per year.
- 8.1.3 Foster/Kinship carer membership paid for by the fostering service will be charged per household per year.
- 8.1.4 Fostering Service membership will be charged a single fee per year.
- 8.1.5 The membership fees will be subject to an annual inflationary increase (subject to the approval of TFN's trustees).
- 8.1.6 We will review the membership fees from time to time and will notify you if there are any changes to the subscription fee over and above 8.1.5

8.2 *Compliance with policies and procedures*

You agree to comply with the Articles, these terms and conditions and all of the relevant policies and procedures from time to time in place by TFN.

8.3 *Provide information regularly*

In order to properly and effectively administer our membership and associated benefits, we need to have up to date information about you. You will commit to:

- 8.3.1 providing us with all the relevant information we need about you and your fostering household, including the postal address and email address;
- 8.3.2 providing us with the names, job titles and email addresses of the fostering service staff, mainstream fostering and kinship fostering staff including, but not limited to, the service manager/registered manager, a finance contact for invoicing purposes and the postal address of the service in order to access the full range of membership benefits;

- 8.3.3 providing us with the names, email, postal addresses and type of all carers approved by the fostering service in order for them to access the full range of membership benefits; and
- 8.3.4 updating us throughout the membership period and at least every 30 days with the details of new fostering service staff and foster carers, and those who are no longer employed or approved to foster to ensure accurate records are held by TFN.

9. Changes To Membership Terms

- 9.1 We may make changes to these terms at any time by giving you 30 days' notice in writing. The most recent edition of these terms will be binding upon you. Should you lose or misplace your copy of this agreement, it will be available upon request by emailing membership@fostering.net.

10. Data Protection

- 10.1 We will only use personal information of our members, fostering service employees and foster/kinship carers in accordance with our Data Protection Policy and as set out in our Privacy Statement available from www.thefosteringnetwork.org.uk/privacy-statement.

11. Notices

Any notice or other communication given to a party under or in connection with these terms shall be given in accordance with the Articles.

12. Governing Law And Jurisdiction

- 12.1 These terms and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with them or their subject-matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.
- 12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with these terms or their subject-matter or formation.
- 12.3 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or obligations under these terms if we agree to this in writing. No other person shall have any rights to enforce any of the terms of this contract.

13. Questions

- 13.1 If you have any queries, comments or complaints during the course of your membership, you can contact us by phone on 020 7620 6440 or email at membership@fostering.net.