

RSQM Terms and Conditions

1. RSQM Logo

- a. The RSQM logo is the property of the RJC. It can only be used by RSQM holding service providers.
- b. In applying for the RSQM your organisation agrees that in respect of the RSQM logo it will:
 - i. not adapt it in any way other than to resize it proportionally and;
 - ii. ensure that it is always legible.

2. Payment and Refund of Assessment Fees

- a) By applying for the RSQM your organisation agrees that the RSQM application fee (plus VAT) will be paid on receipt of the RJC invoice, and not later than 30 days after the invoice date.
- b) Your organisation agrees that on expiry of 6 months from the date of receipt of the RJC invoice, if payments has not been received, your RSQM application will expire and a new application will need to be submitted.
- c) If the RSQM application is unsuccessful the application fee will still be retained by RJC.
- d) Should your organisation wish to renew the RSQM, your organisation agrees to pay the renewal fee of £650 plus VAT (or £450 plus VAT if you are a not for profit organisation with an annual turnover of less than £200k) within 30 days of receipt of the RJC renewal invoice.
- e) If your organisation wishes to withdraw from the RSQM assessment, it may be entitled to a refund of part of the application fee. The percentage that may be refunded will depend on when the refund request is received. The maximum amount that may be refunded is set out in Table 1 below:

Table 1

Refund request received	% of fee refunded
Within seven days of initial application	80%
Before a date for the introductory meeting is set	75%
After a date for the introductory meeting is set	40%
After the completion of the introductory meeting	10%
After completion of assessment site visit	0%

- f) 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.

3. **Withdrawal of RSQM**

- a. RJC reserves the right to withdraw RSQM if (in the reasonable opinion of the RJC) during the period of holding RSQM your organisation:
- i. Fails to meet RJC standards or;
 - ii. Closes down or;
 - iii. Fails to renew RSQM on expiry of the 3 year term or;
 - iv. Fails to renew its RJC service provider membership
 - v. Does (or omits to do) any act that could result in the weakening or damaging of the reputation of, or goodwill associated with, the RSQM or the RJC.
- b. If RSQM is withdrawn your organisation agrees to:
- i. Stop using the RSQM logo with immediate effect and;
 - ii. Remove the RSQM logo from any organisational materials.

3. **Applicant Organisation Responsibilities**

By applying for the RSQM your organisation agrees to:

- a) Agree the scope of your application with the RJC at the outset of your application. Scope will remain fixed and may not be altered once it has been confirmed in writing by the RJC.
- b) Ensure that the introductory meeting takes place no later than two months after the submission of the application form
- c) Ensure that the documentary evidence and evidence planner is submitted no later than four months after the introductory site visit
- d) Ensure that the assessment site visit takes place no later than eight months after the submission of the application form
- e) Where applicable, complete the activity set out in the “Action Plan Stage” letter within three months of the date of the letter.

- f) Comply with RJC written guidance, documents, or rules relating to the achievement and maintenance of RSQM.
- g) Maintain your service provider membership of the RJC for the duration of the RSQM
- h) Pay the application fee within 30 days of receiving the RJC invoice
- i) Notify the RJC immediately in writing of any changes which affects your eligibility for or maintenance of, the RSQM
- j) Provide access to all relevant data requested by RJC
- k) Provide access to relevant individuals for the purpose of the assessment site visit
- l) Allow the RJC to store your application data.

4. **Quality Assurance**

- a) Your organisation agrees to:
 - a. comply with RJC quality assurance processes, primarily the annual quality assurance review.
 - b. advise the RJC of any changes to service provision that may impact on your organisation's ability to meet the requirements of the RSQM.
- b) Continued failure to comply with RJC quality assurance processes may result in the RSQM being withdrawn.

5. **Renewal**

- a) The RSQM expires three years after it is awarded. Your organisation will be notified of the requirement to renew your RSQM 6 months before it expires.
- b) If your organisation fails to meet the restorative service standards at renewal stage, the RSQM will not be renewed and if your organisation wishes to achieve RSQM it will need to re-apply, paying the full application fee again.
- c) Submission of the application renewal form confirms your organisation's acceptance with these Terms and Conditions for the renewed RSQM period.
- d) If your organisation does not complete RSQM renewal your registered practitioners' membership will be lapsed. Your practitioners will be invited to join as individual practitioner members however if they choose to do this they will need to pay the individual practitioner membership fee (£45).

6. Variation

- a) At its discretion, RJC may at any time alter, amend, change, modify or withdraw any of these terms and conditions.
- b) 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.
- c) At its discretion, RJC may at any time alter, amend, modify, change or withdraw any of the membership benefits that comprise the membership services
- d) Membership renewal or continued use of the membership services shall be deemed acceptance of any changes to these terms and conditions.

7. Privacy Policy

- a) 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.
- b) As part of the assessment process, it will be necessary for RSQM assessors to have access to sensitive personal data. For the purposes of the Data Protection Act 1998, the RJC and RSQM assessors will not process any such sensitive personal data.
- c) As part of the assessment process, assessors will be required to look at confidential information about your organisation. The RJC and RSQM assessors will treat your application in the strictest confidence.
- d) RJC will not supply data to any third party for marketing purposes.

8. RJC membership

- a) The RSQM assessment fee includes one year of service provider membership of the RJC.
- b) RSQM holders will register their practitioners at no additional charge. If an RSQM holder's practitioner has achieved Accredited Practitioner status the practitioner will be listed as an Accredited Practitioner free of charge. RSQM holder's practitioners are not entitled to individually delivered hard copies of RJC publications.
- c) Listing on the RJC Trainers Register is not included within the RSQM assessment fees. Trainers registration for RSQM approved organisations is subject to an additional annual fee.

- d) To be a constitutional member (also known as 'formal membership') of the RJC an organisation must agree:
- To the vision of the Restorative Justice Council:
"Our vision is 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.
- e) RSQM holder's practitioners are entitled to formal membership of the RJC but must 'opt in' individually. An organisation cannot vote on behalf of its practitioners – each practitioner must vote individually.
- f) Only RJC constitutional members may vote at the RJC Annual General Meeting. For more information on the constitutional rights of RJC members please see the RJC's '[Articles of Association](http://www.rjc.org.uk/constitution)' at www.rjc.org.uk/constitution
- g) Organisations may still receive RJC membership services while waiving constitutional membership and voting rights. Organisations which have waived constitutional membership are included in the term 'RJC members' for the purposes of these terms and conditions.

The RJC reserves the right to withdraw membership services once the renewal date has passed.

- h) A member will cease to be an RJC member:
- When 6 months have passed since the renewal date and no payment of due membership fees has been received, or
 - When the member resigns its membership of the RJC (excluding to the right to waive formal membership), or
 - By resolution of the RJC Board of Trustees in accordance with the [RJC's Articles of Association](#).

The RJC may temporarily suspend membership.

9. Governing law

- a) 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.