

CLEAPSS
MEMBERSHIP CHARTER

1 INTRODUCTION

- 1.1 In accordance with the Constitution, only local authorities charged with a duty to provide education in England, Wales, Northern Ireland, the Channel Islands and the Isle of Man may be Full Members of CLEAPSS with voting rights in the organisation. All other members are Associate Members with no voting rights.
- 1.2 The name of each member shall be entered on the register of members. Any change in the details of a member's name shall be reported to the Director of CLEAPSS promptly in writing and such amendments as may be necessary shall be made to the register of members.
- 1.3 The rights and privileges of every member shall not be transferable, and shall be determined by the category to which that member belongs.
- 1.4 The Finance and General Purposes Committee of CLEAPSS shall put in place appropriate mechanisms for deciding whether an applicant meets the requirements for membership as set out in this Membership Charter.
- 1.5 All members are required to comply with the Constitution and this Membership Charter, as amended and updated from time to time. Current versions of both documents are available on the CLEAPSS website: www.cleapss.org.uk.
- 1.6 This Membership Charter may be amended from time to time by the Finance and General Purposes Committee of CLEAPSS.

2 BENEFITS OF MEMBERSHIP

- 2.1 All members are entitled to announce the fact of their membership (while they remain a member of CLEAPSS) but only by the use of the words "Member of CLEAPSS" and not by any other abbreviation. Members who are also Approved Services Brokers (see section 8 below) may use the words "Member of CLEAPSS and Approved Broker of CLEAPSS services". Members who are also Approved RPAS Brokers (see section 9 below) may use the words "Member of CLEAPSS and Approved Broker of the CLEAPSS locally managed RPA service". Members may use the CLEAPSS logo provided it is accompanied by the aforementioned wording (as applicable) and is not used with any other wording or on its own without the accompanying wording.
- 2.2 Full Members are entitled to appoint one representative, elected member, officer, or teacher from within the local authority as a member of the Governing Body, who may attend and vote at all Annual General Meetings and Extraordinary Meetings of the Governing Body, in accordance with the Constitution.
- 2.3 The following members are eligible to engage in Brokerage (see section 8 below): Teacher Training Associate Members, Overseas Associate Members, Not-for-Profit Associate Members, and Commercial Associate Members.

- 2.4 Our annual *Safety Conference* in July each year is only open to representatives from organisations that are Full Members, Not-for-Profit Associate Members, and Commercial Associate Members. This conference is designed to update safety officers and advisers from employing organisations on new developments in practical science, emerging safety issues in science, D&T and art teaching and the provision of equipment, laboratories, workshops, etc.
- 2.5 All members are entitled to discounts on the services provided by CLEAPSS as appropriate to their category of membership. CLEAPSS may, at its sole discretion, charge for any of its services. For full details of the available CLEAPSS services and current applicable charges, please see our Guide to CLEAPSS Services G001, which is available on our website: www.cleapss.org.uk. A summary of our key services is appended to this Membership Charter, but if there is any discrepancy between the information in the appendix and the information on the website, the website information shall prevail.
- 2.6 Various publicity items are available to all members, including *Helpline* leaflets, posters for primary school staff rooms, and information packs.
- 2.7 In providing services to members, CLEAPSS will use its reasonable endeavours to:
- 2.7.1 respond to queries quickly, courteously and accurately;
 - 2.7.2 keep abreast of developments in relevant areas and especially on health & safety matters; and
 - 2.7.3 be proactive in drawing any developments that are considered important to the attention of members through publications and in-service training.

3 CATEGORIES OF MEMBERSHIP & ELIGIBILITY

- 3.1 There are various categories of membership of CLEAPSS. Applicants must meet the relevant criteria for one of the membership categories in order to become a member.
- 3.2 Applicants for membership in any category shall send us a written application containing such information as shall be required by the Finance and General Purposes Committee of CLEAPSS from time to time.
- 3.3 On application for membership, applicants must indicate which category of membership is applied for. If an applicant does not meet the criteria for that category, CLEAPSS may offer that applicant membership in an alternative category.

| | Membership category | Criteria for eligibility |
|-----|---|--|
| (a) | Local Authority (Full) | <ul style="list-style-type: none"> ▪ Must be a local authority charged with a duty to provide education in England, Wales, Northern Ireland, the Channel Islands and the Isle of Man. |
| (b) | Individual Schools & Colleges (Associate) | <ul style="list-style-type: none"> ▪ Open only to the following types of schools and colleges in England, Wales, Northern Ireland, the |

| | Membership category | Criteria for eligibility |
|-----|------------------------------|--|
| | | <p>Channel Islands and the Isle of Man:</p> <ul style="list-style-type: none"> ○ maintained schools, where subscription via a Local Authority Full Member is not possible; ○ voluntary aided, voluntary controlled and foundation schools; ○ independent schools; ○ incorporated colleges; ○ academies; and ○ free schools. |
| (c) | Teacher Training (Associate) | <ul style="list-style-type: none"> ▪ Must be a TDA approved provider of initial teacher training. ▪ Membership accessed in this category will cover the tutors, technicians and trainee teachers in the ITT department/section directly involved in the training of teachers. |
| (d) | Overseas (Associate) | <ul style="list-style-type: none"> ▪ Open to any educational institution in any jurisdiction other than England, Wales, Northern Ireland, Scotland, the Channel Islands and the Isle of Man ▪ Also available to individuals working as educational science or technology advisers or health & safety adviser within schools and colleges in any jurisdiction other than England, Wales, Northern Ireland, Scotland, the Channel Islands and the Isle of Man |
| (e) | Not-for-Profit (Associate) | <ul style="list-style-type: none"> ▪ Only available to organisations established as not-for-profit organisations (i.e. where the constitution contains a requirement that profits are applied towards the objects of the organisation and not distributed to members) involved in the provision of education and/or health & safety advice or services to schools and colleges. ▪ Not available to single academy trust companies or independent schools (see category (b) above). |
| (f) | Individual (Associate) | <ul style="list-style-type: none"> ▪ Must be an independent contractor, working as an educational science or technology adviser or health & safety adviser within schools and colleges in |

| | Membership category | Criteria for eligibility |
|-----|----------------------------|--|
| | | <p>England, Wales, Northern Ireland, the Channel Islands and the Isle of Man.</p> <ul style="list-style-type: none"> ▪ Membership will cover the named individual only. |
| (g) | Commercial (Associate) | <ul style="list-style-type: none"> ▪ Any corporate organisations involved in the provision of education and/or health & safety advice or services to schools and colleges in England, Wales, Northern Ireland, the Channel Islands and the Isle of Man. |

4 CONDITIONS OF MEMBERSHIP

- 4.1 Membership of CLEAPSS is subject to the conditions set out in this section 4. A breach of any of these conditions may result in membership being cancelled with immediate effect. All membership fees already paid are forfeited if membership is cancelled.
- 4.2 Other than as set out in this Membership Charter, members are not entitled to use the CLEAPSS name or logo or any other intellectual property owned by CLEAPSS in any format without our prior written consent.
- 4.3 All members are required to provide advice to staff that is consistent with the advice and guidance provided in the CLEAPSS publications or through the CLEAPSS Helpline. If you are unsure what to do based on the information in the CLEAPSS publications, you must contact CLEAPSS for further advice.
- 4.4 For the avoidance of doubt, your membership of CLEAPSS does not constitute a partnership or joint venture of any kind between you and CLEAPSS, nor does it constitute you as an agent of CLEAPSS for any purpose. You have no authority to act as agent for, or to bind, CLEAPSS in any way.
- 4.5 Full Members and Individual Schools & Colleges Associate Members are required to inform us of any change in pupil numbers and any other changes in circumstances that may affect their annual membership fee at the next renewal date.
- 4.6 A fair usage policy applies to all members, which means that members are expected to make reasonable and not excessive use of the free services provided by CLEAPSS. It is a matter for the sole discretion of the Director of CLEAPSS, acting reasonably, to determine whether any member is in breach of this condition of membership.

5 MEMBERSHIP FEES

- 5.1 Full Membership fees cover the period from 1 April – 31 March each year. Associate Membership fees cover the period from 1 October – 30 September each year. Members who join CLEAPSS part way through the applicable period will pay a pro rata fee calculated to cover the remaining time within the applicable period.

- 5.2 Fees are payable by members within 30 days of the date of invoice. If any member fails to pay their subscription fee within the required period, CLEAPSS will issue a warning letter. Members then have a further 30 days to make payment in full before their membership may be cancelled in accordance with section 7.4 of this Membership Charter.
- 5.3 All fees paid are non-refundable, notwithstanding subsequent cancellation of membership part-way through the year.
- 5.4 In accordance with the Constitution, the fees paid by Full Members shall be determined on the basis of maintained school populations aged 5 to 19 years at the dates prescribed for the annual school census in the preceding financial year, or estimated from the previous year's figures if current figures are unavailable. For the avoidance of doubt, fees are based on the school populations at the relevant date in all of the community maintained schools for which that Full Member is employer (regardless of whether those schools wish to subscribe to the service via that Full Member) plus any other educational establishments that subscribe to the service via that Full Member. The rates for Full Members are as set out in the Table of Membership Fees below.
- 5.5 Associate Member fees depend on the type of institution/organisation. The categories of membership are set out in the table below. Details of the current fees can be found in appendix 1 to this charter or in CLEAPSS Guide GL001 on the CLEAPSS website www.cleapss.org.uk.

Table of Membership Categories

| | Membership category | Membership Year |
|-----|---|--|
| (a) | Local Authority (Full) | 1 st April – 31 st March |
| (b) | Individual Schools & Colleges (Associate) | 1 st October – 30 th September |
| (c) | Teacher Training (Associate) | 1 st October – 30 th September |
| (d) | Overseas (Associate) | 1 st October – 30 th September |
| (e) | Not-for-Profit (Associate) | 1 st October – 30 th September |
| (f) | Individual (Associate) | 1 st October – 30 th September |
| (g) | Commercial (Associate) | 1 st October – 30 th September |

6 MEMBERSHIP RENEWAL

- 6.1 We will assume that members wish to renew their membership each year unless they inform us otherwise.
- 6.2 Each year, we will contact Full Members and Individual Schools & Colleges Associate Members to request information relevant to the calculation of the annual subscription fee

payable. If no information is provided we will either use last year's figures or best available information to calculate the applicable fee.

6.3 We will request pupil numbers from Full Members on 1 February each year. If Full Members provide us with this information on or before 31st March we will take this into account when calculating the membership charge for the following year. If no information is provided by that date, we will calculate the fee for the next year based on the best available information at that date, and the fee for the forthcoming year will become non-negotiable.

6.4 For individual Schools & Colleges Associate members, if pupil numbers for the following year are provided by 1st August we will take this information into account when calculating the membership charge. If no information is provided by that date, we will calculate the fee for the next year based on the best available information at that date and, the fee for the forthcoming year will become non-negotiable.

7 CANCELLING MEMBERSHIP

7.1 In accordance with the Constitution, Full Members may only withdraw their membership at the end of a financial year with minimum notice period of one year. "Withdrawal" includes ceasing to pay the subscription centrally.

7.2 A Full Member whose subscription is unpaid after it becomes due shall not be entitled to send representatives to attend and vote at any Governing Body meetings.

7.3 Associate Members may cancel their membership at any time by written notice to CLEAPSS. Any fees already paid are non-refundable.

7.4 CLEAPSS retains the right to cancel the membership of any member if that member:

7.4.1 Breaches any of the conditions set out in section 4 and/or (if engaged in Brokerage) section 8 of this Membership Charter and/or otherwise commits a material breach of any provisions of the Constitution or this Membership Charter; and/or

7.4.2 fails to pay its membership subscription fees within 30 days of the date of a warning letter issued in accordance with section 5.2 of this Membership Charter; and/or

7.4.3 fails to pay any Brokerage fees due within 30 days of the date of a warning letter issued in accordance with section 8.11 of this Membership Charter.

7.5 The Director of CLEAPSS has the power to suspend membership, to suspend any privileges of membership and to terminate membership with immediate effect on the following grounds:

7.5.1 the member's conduct has brought or could bring CLEAPSS into disrepute; or

7.5.2 circumstances have arisen whereby the suspension of membership or suspension of privileges of membership or termination of membership is necessary in order to prevent the reputation of CLEAPSS from being adversely affected.

- 7.6 Upon cancellation of membership, we encourage members to inform all schools and colleges who have been subscribed to our services via their membership (in relation to Full Members) or Brokerage services (in relation to relevant Associate Members), so that they may obtain our services either directly (if possible) or via another member.

8 BROKERING CLEAPSS SERVICES

Becoming and Approved Broker of CLEAPSS services

- 8.1 The following categories of membership are eligible to apply to sell CLEAPSS services (**Services Brokerage**) to individual schools, colleges, academies and/or free schools, or other educational institutions (**Educational Institutions**): Teacher Training Associate Members, Overseas Associate Members, Not-for-Profit Associate Members, and Commercial Associate Members (**Eligible Members**).
- 8.2 Any Eligible Member that wishes to engage in Services Brokerage must apply to CLEAPSS using the Services Brokerage Application Form available on our website: www.cleapss.org.uk. Signing the Services Brokerage Application Form indicates your acceptance of the terms and conditions set out in this section 8, all of which shall apply to any successful applicants.
- 8.3 The Director of CLEAPSS has the sole discretion to decide whether to approve or reject an application for Services Brokerage, and shall not be required to provide a reason for rejecting an application.
- 8.4 Only Eligible Members whose Services Brokerage Application Forms have been approved by the Director of CLEAPSS (**Approved Services Brokers**) may engage in Services Brokerage, and they must cease all Services Brokerage activities as soon as their Services Brokerage rights are cancelled or terminated in accordance with this Membership Charter.
- 8.5 Approved Services Brokers are entitled to use the CLEAPSS name and logo:
- 8.5.1 on their website; and
 - 8.5.2 for the purpose of advertising the CLEAPSS service to Educational Institutions as part of a package of other services or as a separate service,
- provided that Approved Services Brokers must clearly state, wherever the CLEAPSS name and/or logo is used, that they are not acting as agents for CLEAPSS, and any use of the logo must be accompanied by the wording "Member of CLEAPSS and Approved Broker of CLEAPSS services".
- 8.6 Approved Services Brokers may use CLEAPSS publicity items, including *Helpline* leaflets, posters for primary school staff rooms, and information packs, to publicise CLEAPSS services. Approved Services Brokers wishing to include information about CLEAPSS services in their own publications are required to contact CLEAPSS for approval of the wording to be used.

Conditions of Brokerage

- 8.7 As an Approved Services Broker, you agree to comply with the following conditions:

- 8.7.1 All advice that you provide to your clients will be consistent with the advice and guidance in the CLEAPSS publications or through the CLEAPSS Helpline, and you will refer your clients to us if you are at all unsure about what to do based on the information in our publications.
- 8.7.2 For the avoidance of doubt, acting as an Approved Services Broker does not constitute a partnership or joint venture of any kind between you and us, nor does it constitute you as an agent of CLEAPSS for any purpose. You have no authority to act as agent for, or to bind, CLEAPSS in any way.
- 8.7.3 You will inform us each time an Educational Institution signs up to CLEAPSS via your services.
- 8.7.4 You will inform us as soon as reasonably practicable of any changes in pupil numbers and any other changes in circumstances that may affect your Services Brokerage fees at the next renewal date.
- 8.7.5 You will inform your clients that a fair usage policy applies to all users of CLEAPSS services, which means that they are expected to make reasonable and not excessive use of the services provided by CLEAPSS. It is a matter for the sole discretion of the Director of CLEAPSS, acting reasonably, to determine whether any of your clients is in breach of this condition.
- 8.8 A breach of any of the conditions set out in this section 8 may result in immediate removal of the right to engage in Services Brokerage and/or membership being cancelled with immediate effect. All Services Brokerage fees already paid are forfeited if Services Brokerage rights are terminated. All membership fees already paid are forfeited if membership is terminated.

Services Brokerage Fees & Discounts

- 8.9 The Services Brokerage fees payable by each Approved Services Broker shall be determined on the basis of the applicable rates charged to Individual School & College Associate Members (see the Table of Membership Fees in section 5 above), less any applicable discount as set out in the Table of Brokerage Discounts below. Different discounts apply depending on whether you sign up for "Services Brokerage with publication distribution" or "Services Brokerage without publication distribution" (see section 8.13 below).
- 8.10 Services Brokerage fees cover the period from 1st October – 30th September each year. Eligible Members who become Approved Services Brokers part way through the applicable period will pay a pro rata fee calculated to cover the remaining time within the applicable period.
- 8.11 Fees are payable by Approved Services Brokers within 30 days of the date of invoice. If any Approved Services Broker fails to pay their annual fee within the required period, CLEAPSS will issue a warning letter. Approved Services Brokers then have a further 30 days to make payment in full before their Services Brokerage rights may be terminated and/or their membership may be cancelled in accordance with section 7.4 of this Membership Charter.

- 8.12 All Services Brokerage fees paid are non-refundable, notwithstanding subsequent cancellation or termination of Services Brokerage rights part-way through the year.
- 8.13 Approved Services Brokers may choose whether to directly distribute CLEAPSS publications to their clients, or whether they would prefer for CLEAPSS to distribute these publications to their clients. Approved Services Brokers who sign up to directly distribute the CLEAPSS publications must comply with the following requirements:
 - 8.13.1 hard copies of the CLEAPSS Bulletin must be posted to all secondary schools, academies and free schools three times per year;
 - 8.13.2 hard copies of the CLEAPSS PST Magazine must be posted to all primary schools, academies and free schools three times per year; and
 - 8.13.3 hard copies of other one-off publications (for example, updated Hazcards) must be posted to all Educational Institution clients of the Approved Services Broker as directed by CLEAPSS (not to usually exceed one additional primary and one additional secondary publication per academic year).

For the avoidance of doubt, we will not consider that you have satisfied these requirements by e-mailing publications to your clients or merely posting a link on your website. If it is discovered that you have not complied with these requirements, CLEAPSS reserves the right to reduce your Services Brokerage discount to that applicable for the "Services Brokerage without publication distribution" rate.

Table of Brokerage Discounts

| Number of Educational Institutions | Applicable Discount | |
|------------------------------------|-------------------------------|----------------------------------|
| | With Publication Distribution | Without Publication Distribution |
| 0-10 | No discount | No discount |
| 11-50 | 10% | 5% |
| 51-100 | 20% | 10% |
| 101-250 | 30% | 15% |
| 251 + | 40% | 20% |

- 8.14 In addition to the discounts set out above, for Approved Services Brokers with 100 or more Educational Institutions signed up to CLEAPSS via their Services Brokerage service, CLEAPSS shall waive the usual membership subscription fee payable by that Approved Services Broker for their own membership of CLEAPSS.
- 8.15 Each year, we will contact Approved Services Brokers in August to request information relevant to the calculation of the annual Services Brokerage fee payable. If no information is provided we will either use last year's figures or best available information to calculate the applicable fee.

Termination or cancellation of Services Brokerage rights

- 8.16 Approved Services Brokers may cancel their Services Brokerage rights at any time by written notice to CLEAPSS. Any Services Brokerage fees already paid are non-refundable.
- 8.17 CLEAPSS retains the right to cancel the Services Brokerage rights of any Approved Services Broker at any time if that Approved Services Broker:
- 8.17.1 breaches any of the conditions set out in this section 8 and/or otherwise commits a material breach of any provisions of this Membership Charter; and/or
 - 8.17.2 fails to pay any Services Brokerage fees due within 30 days of the date of a warning letter issued in accordance with section 8.11 of this Membership Charter.
- 8.18 The Director of CLEAPSS has the power to suspend Services Brokerage rights with immediate effect on the following grounds:
- 8.18.1 the Approved Services Broker's conduct has brought or could bring CLEAPSS into disrepute; or
 - 8.18.2 circumstances have arisen whereby the suspension of Services Brokerage rights is necessary in order to prevent the reputation of CLEAPSS from being adversely affected.
- 8.19 Upon cancellation or termination of Services Brokerage rights, Approved Services Brokers are required to inform all Educational Institutions subscribed to our services via their Services Brokerage services, so that they may obtain our services either directly (if possible) or via another Approved Services Broker.

9 BROKERING THE CLEAPSS LOCALLY MANAGED RADIATION PROTECTION ADVICE SERVICE ("RPAS")

- 9.1 Eligible Members can apply to CLEAPSS to broker membership of the CLEAPSS locally managed RPA service (**RPAS Brokerage**) to Educational Institutions.
- 9.2 Any Eligible Member that wishes to engage in RPAS Brokerage must apply to CLEAPSS using the RPAS Brokerage Application Form available on our website: www.cleapss.org.uk. Signing the RPAS Brokerage Application Form indicates your acceptance of the terms and conditions set out in this section 9, all of which shall apply to any successful applicants.
- 9.3 The Director of CLEAPSS has the sole discretion to decide whether to approve or reject an application for RPAS Brokerage, and shall not be required to provide a reason for rejecting an application.
- 9.4 Only Eligible Members whose RPAS Brokerage Application Forms have been approved by the Director of CLEAPSS (**Approved RPAS Brokers**) may engage in RPAS Brokerage, and they must cease all RPAS Brokerage activities as soon as their RPAS Brokerage rights are cancelled or terminated in accordance with this Membership Charter.
- 9.5 Approved RPAS Brokers are entitled to use the CLEAPSS name and logo:

9.5.1 on their website; and

9.5.2 for the purpose of advertising the CLEAPSS RPAS service to Educational Institutions,

provided that Approved RPAS Brokers must clearly state, wherever the CLEAPSS name and/or logo is used, that they are not acting as agents for CLEAPSS, and any use of the logo must be accompanied by the wording "Member of CLEAPSS and Approved Broker of the CLEAPSS locally managed RPA service".

9.6 Approved RPAS Brokers may use CLEAPSS publicity items relating to the RPA service. Approved RPAS Brokers wishing to include information about the CLEAPSS RPA service in their own publications are required to contact CLEAPSS for approval of the wording to be used.

Conditions of RPAS Brokerage

9.7 The Approved RPAS Broker must identify one person to act as the lead radiation protection officer (**RPO**), who **must** have attended a CLEAPSS one-day RPO training session. Enquires about RPAS must be directed to the RPO in the first instance.

9.8 CLEAPSS will appoint at least one Radiation Protection Adviser (**RPA**) for each Approved RPAS Broker (depending on the geographical reach of the Approved RPAS Broker, there may be more than one RPA appointed).

9.9 Any advice/guidance given by an RPO **must** be strictly within that given in CLEAPSS guide L093. Any scenario requiring advice beyond the guidance included in L093 **must** be referred to the appointed RPA and also to CLEAPSS.

9.10 An Approved RPAS Broker may only broker to Educational Institutions that are members of CLEAPSS. All Educational Institutions applying for the CLEAPSS RPAS via an Approved RPAS Broker must, before they can be admitted to the CLEAPSS RPAS:

9.10.1 complete a copy of the standard CLEAPSS RPA Form 1; and

9.10.2 receive a visit from the Approved RPAS Broker's RPO to verify the information submitted on the RPA Form 1.

9.11 An Educational Institution's membership of the CLEAPSS RPAS is conditional on that Educational Institution implementing any advice given to it by the appointed RPA. Failure to implement such advice will result in the withdrawal of the service.

9.12 CLEAPSS reserves the right to decline membership of the RPAS to any Educational Institution whose radioactive holding is outside the scope of L093.

9.13 Following approval of an Educational Institution's application for membership of the CLEAPSS RPAS, the Approved RPAS Broker shall procure that the relevant employer of staff for that Educational Institution provides a letter of appointment (on headed paper) appointing the RPA as the source of radiation advice. A copy of the letter of appointment should be sent to CLEAPSS and also to the appointed RPA.

- 9.14 The RPO for an Approved RPAS Broker shall, at the cost of the Approved RPAS Broker, make monitoring visits to each Educational Institution to which the RPAS has been brokered at a minimum frequency of once every two years in order to ensure that each Educational Institution is following the advice given in L093. Any deficiencies identified during these visit should be referred to the appointed RPA for advice. It may then be necessary for more frequent visits to be made to ensure that the advice from the RPA has been carried out.

RPAS Brokerage Fees

- 9.15 CLEAPSS will charge the Approved RPAS Broker the current fee rate for each Educational Institution admitted. Please note that an additional charge will be made at the RPA's daily rate in respect of any visits to Educational Institutions, should this be required at any time.
- 9.16 RPAS Brokerage fees cover the period from 1 April – 31 March each year. Eligible Members who become Approved RPAS Brokers part way through the applicable period will pay a pro rata fee calculated to cover the remaining time within the applicable period.
- 9.17 Fees are payable by Approved RPAS Brokers within 30 days of the date of invoice. If any Approved RPAS Broker fails to pay their annual fee within the required period, CLEAPSS will issue a warning letter. Approved RPAS Brokers then have a further 30 days to make payment in full before their RPAS Brokerage rights may be terminated and/or their membership may be cancelled in accordance with section 7.4 of this Membership Charter.
- 9.18 All RPAS Brokerage fees paid are non-refundable, notwithstanding subsequent cancellation or termination of RPAS Brokerage rights part-way through the year.

Termination or cancellation of RPAS Brokerage rights

- 9.19 Approved RPAS Brokers may cancel their RPAS Brokerage rights at any time by written notice to CLEAPSS. Any RPAS Brokerage fees already paid are non-refundable.
- 9.20 CLEAPSS retains the right to cancel the RPAS Brokerage rights of any Approved RPAS Broker at any time if that Approved RPAS Broker:
- 9.20.1 breaches any of the conditions set out in this section 9 and/or otherwise commits a material breach of any provisions of this Membership Charter; and/or
 - 9.20.2 fails to pay any RPAS Brokerage fees due within 30 days of the date of a warning letter issued in accordance with section 9.17 of this Membership Charter.
- 9.21 The Director of CLEAPSS has the power to suspend RPAS Brokerage rights with immediate effect on the following grounds:
- 9.21.1 the Approved RPAS Broker's conduct has brought or could bring CLEAPSS into disrepute; or
 - 9.21.2 circumstances have arisen whereby the suspension of RPAS Brokerage rights is necessary in order to prevent the reputation of CLEAPSS from being adversely affected.

9.22 Upon cancellation or termination of RPAS Brokerage rights, Approved RPAS Brokers are required to inform all Educational Institutions subscribed to our services via their RPAS Brokerage services, so that they may obtain our services either directly (if possible) or via another Approved RPAS Broker.

APPENDIX
SUMMARY OF CLEAPSS SERVICES

- 1 One of the key services provided by CLEAPSS is a *Helpline* service. Our advisers respond to queries by telephone, fax, letter or e-mail (including via our website) from teachers, technicians, senior leaders and local authority officers. We deal with around 7000 such queries per year. The *Helpline* is staffed throughout term time and during holiday periods.
- 2 All CLEAPSS publications are now on our website, www.cleapss.org.uk. These cover everything from hatching chicks to managing radioactive sources and everything in-between. Guidance covers Science, D&T (Food, Textiles, Resistant Materials, Construction) and Art for pupils aged 5 to 19.
- 3 Our termly newsletters for primary and secondary schools are distributed in hard copy to all institutions included in membership via local authorities or other organisations brokering CLEAPSS services, and are posted directly to individual associate members. These contain important H&S updates, highlight new services or publications and offer a vehicle to share useful ideas and experience from our members.
- 4 We provide a review service for practical activities described in publications produced by other organisations, such as publishers or awarding bodies. Comments and suggestion are provided on the safety of the activity and, where necessary, activities that are unlikely to work are identified. This service is available with and without the use of an endorsement from CLEAPSS and is charged on an hourly basis. For more information on this service and a copy of our terms and conditions please contact the Assistant Director of CLEAPSS.
- 5 We run a wide variety of training courses. These can be for primary or secondary teachers and technicians. Full details of the content of courses and dates and venues can be found on the courses section of our website. We can also tailor a course to meet specific requirements. CLEAPSS courses can be hosted in one of two ways:
 - 5.1. *Venue-based course*. You hire the CLEAPSS trainer for a day. You provide the venue, tea, coffee and lunch and decide what you will charge participants to cover costs. This approach can produce very cost-effective training. If requested, we will advertise the course on our website.
 - 5.2. *CLEAPSS course*. You offer your school as a venue. CLEAPSS advertises the course and collects the relevant course fee from the delegates. You get up to 3 free places for your school. CLEAPSS will not pay a venue fee but will pay an agreed fee per person for tea, coffee and lunch. This approach minimises the outlay and the administrative burden for the host school.

Courses are offered at these rates on the assumption that all participants will come from schools that are CLEAPSS members. CLEAPSS reserves the right to make an additional charge (usually twice the current course fee) to non-members who wish to attend. Both models require a minimum audience of 12 and CLEAPSS reserves the right to cancel or postpone the course if numbers do not reach this level.
- 6 We can offer a range of specialist consultancy-type services for members. There is a charge for these services because they involve site visits, and details of charges are on our website.

- 7 We have the equipment (expensive to buy and maintain in calibration) and the expertise to monitor mercury levels. On request we will monitor science rooms for mercury vapour levels. For further details please ring CLEAPSS and ask to speak to the technician adviser. This monitoring is needed only if there is the possibility of concealed mercury, e.g., after a major spill, in an old building etc.
- 8 We often receive requests to visit individual schools for monitoring of radioactivity or substances other than mercury or to advise on health and safety or storage arrangements, laboratory design or technician job descriptions or investigating accidents. Whilst we are willing to consider providing these services for a fee, we often find that visits are unnecessary and matters can be resolved by e-mail or over the phone, supported by some photographs of the area of concern.
- 9 On request, we can provide written risk assessments for operations not included in standard health and safety publications. This service may be particularly relevant for post 16 courses with project work. Responses to requests from individual schools or colleges members are usually provided free of charge, provided sufficient notice is given. More extensive requests from third parties are considered as either review work or bespoke consultancy.
- 10 Managing radioactive materials: Nearly all secondary schools hold a few relatively low-level radioactive sources which they use to teach parts of the curriculum in science and/or GCE A-level Physics. The *Ionising Radiations Regulations 1999* (IRR99) increased some demands on employers, in particular, the duty for the employer, as a radiation employer, to appoint an appropriately qualified Radiation Protection Adviser (RPA). To help ensure that radioactivity remains a practical part of the school curriculum for all pupils CLEAPSS brokers a low cost route to accessing RPA advice. Full details are available on our website.

Appendix 1 Membership Charges 2013-14

| | Membership category | Membership year | Annual Fee | | |
|-----|---|--|--|---------------|--------------------------------|
| | | | Primary | Secondary | College |
| (a) | Local Authority (Full) | 1 st April – 31 st March | 11p per pupil | 11p per pupil | 33p per pupil studying science |
| (b) | Individual Schools & Colleges (Associate) | 1 st October – 30 th September | 18p per pupil | 24p per pupil | 74p per pupil studying science |
| (c) | Teacher Training (Associate) | 1 st October – 30 th September | Flat rate: £70 | | |
| (d) | Overseas (Associate) | 1 st October – 30 th September | Flat rate: £90 for one year or £160 for two years (when full fee for two years is paid for at one time). | | |
| (e) | Not-for-Profit (Associate) | 1 st October – 30 th September | Flat rate: £110 | | |
| (f) | Individual (Associate) | 1 st October – 30 th September | Flat rate: £55.00 | | |
| (g) | Commercial (Associate) | 1 st October – 30 th September | Flat rate: £200 | | |

CLEAPSS LOCALLY MANAGED RADIATION PROTECTION ADVISER SERVICE

The current charge to the provider of the locally managed service is £40.00 per school holding radioactive sources.

This service is only currently available to Educational Institutions subscribing to CLEAPSS via a Local authority or other employing or brokering organisation.