Membership Terms and Conditions

General

The Subscriber is desirous of engaging the Services of the Confederation. This Agreement sets out the terms and conditions by which the Subscriber must abide. These obligations are continuous in nature, and commence on the date upon which the Application Form is completed, and are set aside on the date on which this Agreement is terminated. The initial term of the Agreement shall be fifteen months from the date on the Application Form. The Agreement shall then continue from year to year, on a rolling basis, unless a notice from the Subscriber, has been directed to the Confederation, indicating the Subscriber’s intention to prevent the Agreement from being renewed.

1. Interpretation

1.1 “Application Form” means the documentation, existing either in physical hard copy, or in electronic format, permitting Subscribers to apply for membership of the Confederation.

1.2 “Confederation” means the U.K. Trades Confederation Limited, a limited company registered in England, with the registered address of 14 Castle Street Liverpool, L2 0NE, and the company number of 03056402.

1.3 “Services” means the provision of various trade-related benefits by the Confederation and its approved partners in the marketplace, to the Subscriber.

1.4 “Service Provider” means an organisation that provides the Services to the Subscriber. These organisations may have their own particular sets of terms and conditions.

1.5 “Subscriber” means the individual, enterprise, or other venture named on the Application Form.

2. Application

2.1 Where the Subscriber makes an application to become a member of the Confederation. The Subscriber warrants that they have the authority to bind the individuals and legal entities named in the Application Form to the terms & conditions set out in this Agreement.

2.2 The Confederation may refuse application or renewal from a Subscriber for any reason. The Confederation is under no obligation to provide the Subscriber with the reason for any such refusal.

2.3 The Subscriber shall complete the Confederation’s Application Form, and warrant that all information provided on the form is correct.

2.4 As a part of the application procedure and prior to using the Services, the Subscriber shall be subject to the Confederation’s vetting procedure. This procedure extends to:

2.4.1 Evidencing current, appropriate levels of public and employment liability insurance cover. (The Subscriber is expected to provide copies of certificates evidencing at least £2 million of public liability cover and at least £10 million in employment liability cover – where employers liability is required).

2.4.2 Evidencing appropriate consumer references (The Subscriber is expected to provide three consumer references as part of the application. A consumer reference form is provided).

2.4.3 Any other checks, audits and searches as the Confederation deems appropriate on a case by case basis.

2.5 On acceptance of the application or renewal, the Subscriber shall become a member of the Confederation. The use of certain Services may be subject to additional terms and conditions. As such, acceptance of an application or renewal by the Confederation shall not be seen as a guarantee to the Subscriber that all available benefits will be able to be immediately used.

3. Services

3.1 Upon the acceptance of an application, the Subscriber shall be provided with the Confederation logo. The Confederation permits the Subscriber to display the Confederation logo on the Subscriber’s vehicles, premises and stationery, provided that:

3.1.1 The use of the logo does not damage the reputation of the Confederation.

3.1.2 The use of the logo does not make the implication that the Subscriber has received an endorsement of quality, or standards of workmanship, from the Confederation.

3.1.3 No alterations (other than adjustments to size) are made to the logo.

3.2 Service Providers shall have their own terms and conditions to which the Subscriber will be required to abide by.

3.3 Oral representation of services, by the Confederation, to the Subscriber, shall not be deemed to be valid until confirmed in writing.

4. Fees

4.1 All membership and cancellation fees are set out in Schedule 2.

4.2 The cancellation fee is payable in the event that:

4.2.1 The Subscriber cancels their membership of the Confederation, giving less than 4 weeks’ notice to the Confederation.

5. Liability

5.1 The Subscriber shall keep the Confederation indemnified against any losses arising out any claims or legal proceedings initiated against the Confederation as a result of the actions or inactions of the Subscriber.

5.2 The Confederation shall not be held liable for any indirect losses (loss of profit, loss of use, loss of market share) arising out of the actions or inactions of any Service Provider.

6. Sharing of Data

6.1 Any data you provide us, including evidence of insurance cover, may be shared within the group of companies to which the Confederation belongs.

6.2 Any data you provide us may be shared with Service Providers, for the purpose of the provision of the Services.
7. Termination

7.1 The Confederation may terminate the Agreement at any time under the following circumstances:

7.1.1 The Subscriber fails to abide by the Code of Conduct set out in Schedule 1.

7.1.2 The Subscriber fails to abide by this Agreement.

7.1.3 The Subscriber fails to provide evidence of adequate, statutory/compulsory insurance cover, when requested.

7.1.4 It comes to light that the references provided by the Subscriber are not suitable, or substantial enough to permit the Subscriber access to membership of the Confederation.

7.1.5 Payments due to the Confederation remain unpaid after 30 days of said payments becoming overdue.

7.1.6 The Subscriber is convicted of a non-motor offence in England, Wales, Scotland or Northern Ireland.

7.2 The Subscriber may terminate the Agreement only subject to the provisions set out in Section 8.

7.3 Upon termination of the Agreement, it is the responsibility of the Subscriber to cancel any payment instructions used in respect of automatic payment of membership fees, particularly any standing orders, bank mandates, etc.

8. Continuity of Agreement

8.1 The Initial Period of this Agreement shall be one year, subject to the following provisions.

8.2 This Agreement shall automatically be renewed at the end of the initial term, and at the end of every Subsequent Term, provided that the Subscriber has not served the Confederation with a notice of termination, per 8.2.1.

8.2.1 Should the Subscriber not wish to automatically renew this Agreement, a notice should be directed to the Confederation. This notice should state that the Subscriber does not wish for the Agreement to automatically renew. The notice should provide the Confederation with a period no shorter than 4 weeks from the date of the notice. (Notices are deemed to have been served on the date on which they are posted.)

8.2.2 Notices should be served to UKTC, 14 Castle Street, Liverpool, L2 0NE

9. Dispute Resolution Process

9.1 The Confederation offers mediation and arbitration facilities as means of settling disputes between Subscribers and customers.

9.2 The exact terms of mediation and arbitration will be provided to the Subscriber and the customer, by either the Confederation or by a Service Provider, prior to the commencement of proceedings.

9.3 Where mediation or arbitration has been chosen to help settle a dispute, the Subscriber shall fully cooperate with the Confederation and the mediation/arbitration Service Provider.

9.4 If any of the aforementioned dispute resolution procedures result in a decision being made, such a decision is binding on the Subscriber, as a condition of continued membership of the Confederation.

9.5 Where the Subscriber refuses to be bound by the findings of the dispute resolution procedure, the Confederation shall, if it deems prudent, provide the customer with the full extent of the findings and, if necessary, recommend that they seek independent legal advice.

10. Choice of Law

10.1 This contract shall be interpreted in line with the laws of England & Wales.

10.2 In the event that a dispute arises, the dispute shall be heard in a Court of competent jurisdiction in England or Wales.

Schedule 1: Code of Conduct

All trade members of the Confederation are subject to the Code of Conduct. The Code of Conduct is to be read in conjunction with the terms and conditions of membership, and the Codes can be seen as being an inseparable part of the terms. The Codes of Conduct are set out as follows:

Code of Conduct

1. The trade member is to conduct themselves, at all times, in a courteous and professional manner.

2. Prior to commencing work, the trade member is to issue the customer with a detailed quotation or estimate. This shall include details of how the contract price is to be settled, and how any stage payments are to be managed.

3. The trade member shall not invoice the customer in additional cost without prior consultation and agreement from the customer and to confirm such alterations in writing.

4. The trade member shall hold suitable public liability insurance cover and shall ensure that it is current and that premiums are paid on time.

5. The trade member shall ensure that all work is undertaken -or closely supervised by- skilled and qualified individuals who are competent to carry out works within the relevant trade sector.

6. The trade member shall advise customers of start and completion dates and to keep the customer informed of any potential delays as they become apparent.

7. The trade member shall not lead customers to believe that the Confederation is in any way liable for the services or goods supplied by its members. Nor shall the trade member lead the customer to believe that membership of the Confederation is an endorsement of quality.

8. The trade member shall invite customers to inspect completed works, and shall provide them with a suitable amount of time to do this. Where the customer identifies any defects in the completed works, the trade member shall rectify said defects at no additional cost to the customer.

9. The trade member shall promptly issue the customer with an appropriate invoice for works carried out. The invoice shall state the appropriate payment terms.
10. The trade member shall cooperate with the Confederation with respect to dispute resolution practices and accept any decisions made in respect of said practices. Where the dispute resolution process finds against the trade member, he shall be bound by those findings. Failure to accept these findings may result in expulsion from the Confederation, and loss of all Services provided. It should be noted that the Confederation is entitled to fully share –with the trade member’s customer- any findings made by the dispute resolution practitioners, and, if appropriate, assist the customer in seeking further legal advice.

Schedule 2: Fees

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| Cancellation Fee***    | £ 100.00     | inc VAT      |

* BRCC and inspection costs shall be quoted for separately by Certass.
** Insurance Backed Guarantees shall be quoted for separately by QANW.
*** The cancellation fee is payable in the event that the Subscriber cancels their membership of the Confederation, giving less than 4 weeks’ notice to the Confederation.
Verification of Electronic Application (IMPORTANT WARRANTIES)

Upon acceptance of these terms, the Confederation shall send an e-mail to the address provided on the Application Form. This includes confirmation that the subscriber has attested to the below, along with the Subscriber’s I.P. address.

11.1 The Subscriber warrants that clear information has been provided either by a Confederation representative or by the Confederation’s website.

11.2 The Subscriber warrants that works carried out by the Subscriber may be inspected by Confederation representatives for the duration of membership.

11.3 The Subscriber warrants that all information provided by it to the Confederation is accurate.

11.4 The Subscriber warrants that it has read understood the benefits of membership.

11.5 The Subscriber warrants that payment, in full, shall be submitted to the Confederation, and that this shall be refunded in the event that application is rejected.

11.6 The Subscriber warrants that it understands that all information provided by it to the Confederation shall be used for the purpose of facilitating membership.

11.7 The Subscriber warrants that the Confederation may contact any referees by telephone, and that the Subscriber has obtained the consent of those referees for this to occur.

11.8 The Subscriber warrants that it will adhere to all Confederation rules, codes of conduct and terms of membership.