



## “The Pride of Britain”

### STANDARD TERMS AND CONDITIONS FOR AUTHORISED MEMBERSHIP.

THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE USE OF ANY SERVICES OF THE BPRIA. PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS WILL NOT AFFECT ANY STATUTORY RIGHTS WHICH YOU MAY BE ENTITLED TO FROM TIME TO TIME AND WHICH BY LAW CANNOT BE VARIED OR EXCLUDED.

#### **1. Formation of a Contract**

**1.1** No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

**1.2** Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled in relation to the services of the subject of this contract.

**1.3** These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

#### **2. Our Responsibility**

**2.1** We will undertake reasonable due diligence procedures to ensure that the quality of the service provided by our Members is maintained.

**2.2** We will offer to mediate in any dispute between a Member and a client, and between Members in an effort to avoid potential litigation proceedings. Any mediation recommendations will be binding upon the Member, with the remedy of non compliance being the potential of removal from the association.

**2.3** We will seek to remove any Members from our association who fall short of the minimum requirements, or contravene our terms and conditions or code of conduct.

**2.4** We will undertake all reasonable steps to ensure the accuracy of our published literature and marketing.

**2.5** We will undertake marketing activities to promote the association and its Members.

**2.6** We will allow Authorised Members to use the official logo's for display at the corporate premises and on promotional material.

### **3. Your Responsibility**

**3.1** You will agree to and will be bound by the Code of Conduct which will be clearly displayed on our website and which may change from time to time.

**3.2** You will ensure that your company meets and maintains the minimum standards required for membership, and that you will provide any information required for validation purposes.

**3.3** You will undertake to uphold the name of the BPRIA and its Members by acting within the law and the spirit of the law at all times, and by conducting yourself in a professional manner that is not likely to bring the BPRIA and its Members into disrepute.

**3.4** You will undertake all reasonable steps to assist us with any mediation procedures, and will agree to be bound by the outcome. The penalty for contravention may be expulsion.

**3.5** You will undertake not to display the BPRIA logo in any way that is likely to degrade the name or reputation of the association.

**3.6** You will provide us with any information required by us for validation or mediation purposes.

**3.7** You will pay all fees up to the end of the year, in advance.

### **4. Minimum Requirements**

**4.1** You must have adequate Standard Operating Procedures, and Quality Control procedures in place.

**4.1** You must have been trading for at least 5 years.

**4.2** You must have a minimum credit rating of 65%

**4.3** You must have adequate professional insurance and indemnities, and have all legally required operating licences.

**4.4** You must have no outstanding County Court Judgements.

**4.5** You must have a legitimate business trading premises.

### **5. Force Majeure**

**5.1** We shall not be liable for delay or failure to perform any of our obligations under this order if the delay or failure is caused by any circumstances beyond our reasonable control.

**5.2** For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, fire or explosions.

**5.3** Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the performance of our obligations.