

Conditions of BVRLA membership

1. Applications should be made on this form and should be supported by evidence as requested by the association. The minimum standards are those laid down by the association in the *Code of Conduct* as published from time to time. If any application for membership is declined the association is not obliged to discuss the reason.
2. Applicants must make such vehicles generally available to individual consumers and/or corporate users under rental, leasing or similar agreements, or provide fleet management services, which must include the provision of maintenance services.
3. Applicants undertake to comply fully with the BVRLA's *Code of Conduct*, including the individual testing of vehicles and the inspection of locations and vehicle records in accordance with the BVRLA's Inspection Programme and Alternative Dispute Resolution Service.
4. Applicants must state if they are a subsidiary or holding company (as defined in Section 736 & 736A of the Companies Act 2006) and name any companies with which they are associated in this way.
5. All applicants must nominate in writing someone who can exercise the rights of membership and vote on its behalf. Any change in nomination should be notified to the association in writing.
6. An unincorporated body shall, as soon as possible, notify the association of any change in its principals.
7. **BVRLA membership Cancellation Policy**
If you wish to cancel your BVRLA membership, you must give us written notice. Written notice can be provided by email or sent to the BVRLA's registered office. Your cancellation request will be processed once we have received your notice.

All BVRLA memberships expire on 31 December each year. If you do not wish to renew your membership for the following year, we must receive your written notice of cancellation by 30 September.

Cancelling your membership does not remove your responsibility to pay any outstanding membership fees or charges for products or services you have requested. No refund will be given for any fees already paid.

If a BVRLA member enters administration or bankruptcy, their membership will end automatically.

BVRLA membership cannot be transferred to another organisation without the BVRLA's written permission.

8. **Payment Terms**
All membership applications must be accompanied by a signed Direct Debit mandate authorising the BVRLA to collect your annual membership subscription.

When you first join the BVRLA, your initial membership fee will be calculated on a pro-rata basis and collected within 21 days of us receiving your application.

Thereafter, your annual membership subscription will be collected by Direct Debit each year. We will confirm the amount due by emailing you an invoice before your annual subscription commences.

No member shall be entitled to the privileges or the services of the association if their subscription is more than one month overdue.

All invoices for any other products or services provided by the BVRLA are due for payment immediately upon receipt, unless otherwise stated on the invoice or agreed by the BVRLA in writing.

Members remain responsible for paying all amounts due to the BVRLA, including any outstanding membership subscriptions and charges for products or services provided.

9. **(ONLY APPLICABLE TO BVRLA CORPORATE MEMBERS)** A corporate member is a voting Member and as such has the right to:
 - a) receive notices of and to attend General Meetings,
 - b) have one vote in the election for Elected Directors,
 - c) vote at General Meetings on resolutions put to the Members (other than election of Directors) in accordance with their fleet size:
 - i. 1 to 500 vehicles (Groups 1 to 4) = 1 vote,
 - ii. 501 to 2,500 vehicles (Groups 5 to 7) = 2 votes,
 - iii. 2,501 to 10,000 vehicles (Groups 8 to 10) = 3 votes,
 - iv. 10,001 to 20,000 vehicles (Groups 11 to 12) = 4 votes,
 - v. 20,001 or more vehicles (Groups 13+) = 5 votes,
 - and
 - d) if eligible, to nominate a candidate for election as an Elected Director.

10. Members undertake to complete and return statistical questionnaires and participate in the BVRLA's data collection initiatives, as appropriate, on the

understanding that they will be treated in complete confidence by the executive and/or its appointed agencies.

11. On each renewal of membership, members must notify the BVRLA of any changes to the information provided in their membership application, including but not limited to any changes to their organisational structure, fleet size, business activities or the nature of the services they provide. Members must provide such updated information and supporting evidence as the BVRLA may reasonably require.

12. Members should display the association's logo at their premises and on their company stationery and website. Members should be aware that their details, such as address, website, email and main telephone number, will be entered into a directory published by the association. Any members not wishing to be included in such a listing should indicate should email membership@bvrla.co.uk. As a BVRLA member you will be kept informed of all the latest information from your association. The BVRLA applies Legitimate interests as the basis of processing emails to BVRLA members and their employees with updates including, but not limited to, industry information, advice, guidance, events and training as part of the membership subscription.

You can review the Privacy policy details in full on the BVRLA website: <https://www.bvrla.co.uk/privacy-policy>

13. **(NOT APPLICABLE TO ASSOCIATE MEMBERS)** Members must monitor the training requirements of their staff and provide induction training for all staff during the first 12 months of their employment. In addition, members must monitor and record the quality of their staff training and produce these records to the BVRLA upon reasonable request. Staff should be trained to a standard at least as high as that provided by the BVRLA's accredited training programmes, details of which are available on the BVRLA website.
14. **(NOT APPLICABLE TO ASSOCIATE MEMBERS)** Members will refer unresolved disputes to the BVRLA Conciliation Service and make it clear in their complaints procedure that unresolved disputes can be referred to the BVRLA. Members will assist with the investigation of complaints and are bound by the decision reached by the Conciliation Service. Members will be charged for each complaint handled, for full details on this please see our website: <https://www.bvrla.co.uk/home/support/guidance/adr-service-members>. Failure to comply with the Code of Conduct and conditions of membership may render members liable to expulsion from the association.
15. BVRLA may amend these Terms and Conditions from time to time. Members will be notified of any material amendments at least 30 days before they take effect. Continued membership after the effective date of the amendments will constitute acceptance of the revised Terms and Conditions. Members who do not accept the amendments may continue their membership under the existing Terms and Conditions until renewal. Upon renewal, members will be required to accept the amended Terms and Conditions in order to continue their membership.
16. All membership applications must be accompanied with a signed direct debit mandate, authorising us to collect your annual membership subscription. Your initial membership fee upon joining the BVRLA will be calculated on a pro-rated basis within 21 days of us receiving your application. Total annual membership fees will be collected in January each year; we will advise you of the amount to be collected by emailing our invoice before your subscription commence.

