



NTTA Terms and Conditions of Membership

These terms and conditions of membership are not intended to qualify, interpret, supplement or exclude the statutory rights to which all members must pay due regard, including but not limited to the following Rights or Parliamentary Acts:

- Financial Services Act 2010
- Consumer Protection Act 1987
- Consumer Rights Act 2015
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Patent Rights
- Copyright
- Health and Safety
- Road Traffic Acts
- EU Regulations and Directives or British Regulations
- BSI Standards
- ISO Standards
- Trade Descriptions Act 2010
- Data Protection Act 2018

Definitions

1. References in these terms and conditions to NTTA and the Association shall mean National Trailer and Towing Association Ltd.

Eligibility

2. Membership of the Association is open to companies operating in the Light Trailer and Towing sector. Where a company operates from more than one location it will be treated as a multi-site member and each site must be a member in its own right as benefits cannot be transferred from one to another. The membership fees for second and subsequent sites will be discounted by 50% and 75% respectively.
3. All Towbar fitting and Trailer/Caravan maintenance members are required to become Quality Secured Accredited within one year of joining the Association but under exceptional circumstances, within two years of becoming an NTTA member.
4. Members are entitled to use the NTTA Member logo as long as they remain members of the Association.

Term

5. Unless otherwise terminated by the Officers or Council of the Association, membership of the Association will be considered as continuing on a "roll on" basis unless the member company notifies the registered office of the Association, in writing, that it wishes its membership to be terminated. Such notice will be not be considered to take effect until acknowledged by the Association.
6. Should a member wish to terminate its membership or have its membership terminated part way through a subscription year, then the Association, at its discretion, will make a pro rata refund calculated to the nearest complete month.

Subscriptions and payments

7. Subscriptions are based on members' turnover and the Association reserves the right to request proof of turnover. Members shall advise the registered office of the NTTA if changes to their turnover take them into another subscription band.
8. New membership subscriptions shall be paid by Direct Debit on a monthly, quarterly or annual basis. Existing members who pay their subscriptions annually by cheque or bank transfer are encouraged to pay by Direct Debit. The Association reserves the right to withdraw these traditional means of payment at some future time.
9. Failed Direct Debit payments will incur a charge of £10 to cover the administration costs of re-submitting the payment request.
10. The Association reserves the right to charge statutory interest on outstanding accounts together with the costs of debt recovery as defined in the Payments of Commercial Debts (*Interest*) Act 1998

Obligations

11. All members must give a Warranty in a simple and straightforward manner to enable the Purchaser to have manufacturing and/or assembly faults that appear within the Warranty time, corrected at little or no cost to the Purchaser. The Warranty must not adversely affect the Purchaser's remedies against the Seller under the Consumer Protection Act, the Consumer Rights Act or the Consumer Contracts Regulations 2013. Members must ensure, as appropriate, the settlement of a genuine complaint.
12. Members should ensure that spare parts or adequate alternatives are available for their equipment during the period laid down by the Consumer Protection Act.
13. All equipment must be manufactured to and comply with all aspects of the law and be constructed in compliance with prevailing EC Regulations, Directives and British Standards, to ensure the highest standards possible.
14. Members shall not make unreasonable demands at any time or use any advertising claims or descriptions that will bring the trade or the Association into disrepute and shall at all times observe the Terms and Conditions of Membership of the Association and ensure that their agents or distributors are aware of the members' responsibilities under the Terms and Conditions of Membership.

Advertising

15. Members are encouraged to advertise that they are members of the Association and to use the approved, registered trade mark logos.
16. All advertising by members must comply with the codes and standards set by the Advertising Standards Authority and the Independent Broadcasting Authority and be within the requirements of the Trade Descriptions Act. All advertising copy, catalogues, leaflets and other publicity issued by members will observe the Copyright, Design and Patent Act 1988 and/or the Patents and Reproduction Rights of their Suppliers or Competitors. The use of material covered by any of the above must be agreed in writing with the holders of those rights whether they are a member of the Association or not.
17. Members should use the NTTA Member logo, ensuring that it bears the words "Collective Mark", to demonstrate to the general public and the industry at large, that they are members of a professional organisation.
 - a) Only those members who are listed on the NTTA's website (www.ntta.co.uk/members) as current members are authorised to use the NTTA Member Collective Mark.

- b) The Collective Mark should be used on all marketing materials including websites and social media pages but must not be used in a way that creates any confusion for the public. If in doubt, contact the NTTA head office for clarification.
- c) Should a member company cease to be a member of the Association, it must remove any logos from its websites, social media platforms and all other marketing materials with immediate effect.
- d) Authorised users of the NTTA Member Collective Mark are entitled, in their own right, to pursue any enforcement action against companies or individuals who use the NTTA Collective Mark without entitlement to do so. NTTA's Head Office should be advised of any such action or pending action.
- e) As proprietor of the NTTA Member Collective Mark, NTTA may, at any time, withdraw a member's permission to use the Collective Mark. The Member may appeal such a decision to the NTTA's Council via its Chairman. Should the member disagree with the Chairman's decision, it may appeal to an independent arbitrator. The appointment of a Cost Controlled Rules Arbitrator shall be mutually agreed from a selection of three arbitrators proposed by the Chartered Institute of Arbitrators. The arbitrators' costs will be shared equally by both parties.
- f) Members should report any unauthorised use of the registered NTTA Member and NTTA Quality Secured logos to enable the NTTA to take appropriate action.

18. Members should advise of any changes to their contact details as soon as practicable.

Disputes

- 19. No representation will be made on behalf of any member who has infringed the Terms and Conditions of Membership. In the event of there being an inability to reach agreement, members must make it clear, in writing, to the Consumer, that they have the right to refer the complaint to the Association.
- 20. If the National Trailer and Towing Association fails to reach a satisfactory solution, its members will agree to go to arbitration, except in those cases where the Association believes that it would be unreasonable to do so.

Liability

- 21. The Association does not accept legal liability for any advice given to members either by other members or Association employees or anyone purporting to act on behalf of the Association. Any advice provided to members is intended as initial guidance only and should not be relied upon or acted upon as substantive advice by the member who should seek appropriate independent professional advice according to the nature of their problem. This does not apply to advice given by the contracted service providers of the Association.
- 22. The Association reserves the right to amend these Terms and Conditions of Membership at any time. Any changes will be advised electronically and posted in the members' area of the website.