



**The Manufacturing Technologies  
Association**

**MEMBERSHIP  
TERMS & CONDITIONS**

## 1) Definitions

In this document the following expressions shall have the meaning assigned to them below

- “Application”** The form which is submitted by the Applicant to apply for Membership of the MTA
- “Applicant”** The Company applying for Membership of the MTA
- “Associate Members”**
- A class of membership for those Applicants who provide services to the manufacturing and advanced engineering sector but whose activities do not make them eligible for Full Membership
- “Board”** The MTA Board of directors as appointed in line with the MTA Articles of Association
- “Contract”** These Terms and Conditions, the related Application, the relevant terms of the MTA Articles of Association
- “Contract-manufacturer Members”**
- A class of Membership for those Applicants who are users of manufacturing technology providing engineering-based manufacturing services
- “Fees”** All sums due from the Member under this Contract from time to time.
- “Fellowship”** A class of membership whereby individual connected to the industry who are not part of a company claim limited Membership in consideration of a small fixed fee
- “Full Membership”** A class of members as distinct from Associate members or other classes of membership as determined by the MTA Board
- “Honorary Member”** A class of membership whereby the company in question is invited by the MTA to enter into MTA Membership in consideration of their contribution to the engineering and advanced manufacturing sector or their relevance to the activities and projects being undertaken by the MTA for the benefit of the Members. Such members are not subject to the standard membership fees but individual reciprocal arrangements defined at time of Application.

**"Member"** Any company who has been accepted into any class of membership, membership shall be construed accordingly

**"Membership Activation Date"**

The later of (a) the date upon which the Exhibitor's application for membership is approved and (b) the date upon which it paid its first membership subscription in full.

**"Membership Period"**

The period of membership starting on renewal of an existing membership or acceptance into active membership and ending on the next renewal date

**"MTA"**

The Manufacturing Technologies Association, incorporated and registered in England and Wales with company number 00154271 whose registered office is at 62 Bayswater Road, London W2 3PS.

**"Qualifying MTA Member"**

A company who remains in membership for 2 consecutive years following their membership activation, has paid all membership fees due in relation to that period in full to MTA in cleared funds and who is in active membership at the time of the exhibition.

**"Service Providers"**

Any third party whose products or services MTA recommends or makes available to the Member from time to time.

**"Terms and Conditions"**

This document which applies to those applying for Full Membership of the MTA

**"Turnover"**

Turnover shall for the purposes of the Contract be the annual UK turnover of the Applicant/Member's business activities that fall within the scope of Clause 18 of the Articles of Association and for the avoidance of doubt shall include exports.

## 2) Eligibility

- a) In order to be eligible to apply for MTA Full Membership a company must:
  - i) Fulfil the criteria as outlined in Clause 18 of the MTA Articles of Association
  - ii) Be a registered UK company
  - iii) Be approved by the Board
  
- b) Group Membership eligibility
  - i) Parent companies are entitled to request a group Membership to cover subsidiary companies, the Turnover of any subsidiaries the parent company wishes to cover must be included in the Application
  - ii) Subsidiary companies may apply for Membership where the parent company is not eligible
  - iii) Where the parent company is eligible for Membership the Application should be submitted by the parent company
  
- c) In order to be eligible to apply for MTA Contract-Manufacturer Membership a company must:
  - i) Fulfil the criteria as outlined in Clause 18 of the MTA Articles of Association
  - ii) Be a registered UK company
  - iii) Be approved by the Board
  
- d) In order to be eligible to apply for MTA Associate Membership a company must:
  - i) Fulfil the criteria as outlined in Clause 18 of the MTA Articles of Association
  - ii) Be a registered UK company
  - iii) Be approved by the Board
  
- e) Honorary Membership of the MTA is at the discretion of the MTA and will only be granted where
  - i) The Applicant in question fulfils the criteria as outlined in Clause 18.5 of the MTA Articles of Association
  - ii) Is invited to become an Honorary Member by a member of the MTA Senior Management Team
  - iii) Is approved by the Board
  
- f) Fellowship Membership of the MTA is at the discretion of the MTA and will only be granted where;
  - i) An individual is deemed to have a relevant and appropriate connection to the MTA and the manufacturing industry
  - ii) Is not currently employed in a company who would qualify for membership
  - iii) Is approved by the Board

## 3) Your Membership Contract

- a) When submitting an Application for Membership or Membership renewal the Applicant/Member will be required to accept these terms and conditions. Acceptance of the Application by the MTA will create a legally binding contract between the Member and the MTA

- b) Membership of the MTA is subject to the approval of the Board, Applicants will have their Application/Renewal submitted to the Board for approval and the Board may exercise their discretion to decline any application
- c) Start and Duration
  - i) MTA membership is on a 12-month basis and will run to 1<sup>st</sup> April to 31<sup>st</sup> March
  - ii) Minimum Membership Period:
    - (1) Minimum Membership Period for members wishing to take advantage of the full MACH Exhibition discount is 24 months and the company must fulfil all the requirements of a Qualifying MTA Member
    - (2) Members wishing to apply for a training grant must have been in membership for 12 months from their activation date (exceptions can be made at the discretion of the Education and Development Committee)

#### **4) Membership Fees**

- a) Once the contract has been accepted Members are liable to pay the membership fee.
- b) Membership fees are based on the Member's Turnover. The Member's Turnover will be recorded during the Application/renewal process and the appropriate membership fee will be charged in line with the appropriate band on the MTA membership price list for the year and class of membership.
  - i) The Fellowship Membership is not calculated on Turnover but is an annual fixed fee set by the MTA
- c) Fees are subject to change on an annual basis every April at the discretion of the Board as outlined in Clause 20 of the Articles of Association
- d) Where a Member joins partway through the Membership Period the fee will be reduced pro-rata and the fees will be calculated from the first day of the next calendar month.
- e) A Member may at any time apply to add a subsidiary company to their Membership by notifying the MTA in writing; at which time any additional membership fees will be calculated and applied pro-rata for the remainder of the Membership Period calculated from the first day of the next calendar month.
- f) Payment
  - i) Invoice: Unless otherwise agreed, all invoices issued by MTA must be paid in full within 30 days nett of their date. The Member company is responsible for paying all bank charges and transfer charges
  - ii) Direct Debit:
    - (1) Direct debit payments must be drawn from a bank account held in the UK
    - (2) The direct debit mandate must be returned with the Application.
    - (3) Should the Member fail to provide a properly completed direct debit mandate with the Application or should MTA not receive the agreed amounts under a direct debit, the total balance of the Fees then outstanding shall immediately become due
    - (4) Once any sum comprising part of the fees has been paid by direct debit, it shall become non-refundable unless specifically stated otherwise in this Contract

- iii) All charges quoted in the membership pricelist are exclusive of VAT. VAT will be added to each invoice and payable in addition to (and at the same time as) the sum upon which it is due.

## 5) Non-Payment

- a) If an invoice remains unpaid, or a direct debit fails, for a period of 3 calendar months and the MTA has issued notice that the payment is due then the MTA retains the right to cancel membership without further notice
  - i) This clause shall not be taken to invalidate the MTA's rights under Clause 6.g
- b) If any sum due under this Contract remains unpaid 15 days after the date upon which it should have been paid, MTA is likely to incur additional administrative costs seeking payment (in addition to losing the time value of the overdue sum) the MTA reserves the right to charge the Member the following administrative charges:

<b>Invoice Amount</b>	<b>Administrative charge</b>
Up to £999.99	£40 per invoice
£1000 - £5,999.99	£70 per invoice
Over £6,000.00	£100 per invoice

## 6) Renewal

- a) Membership will be due for renewal at the end of the Membership Period and a renewal notice with invoice will be issued
- b) Members are required to submit their Turnover when they receive the renewal notice in order that their payment band for the next years membership can be calculated. If no Turnover is submitted the appropriate payment band will be estimated by the MTA based on the Member's previous submitted Turnover and figures as submitted to Companies House.

## 7) Cancellation

- a) Members can cancel their membership at anytime by submitting written notification to the MTA
- b) Upon cancellation:
  - i) The MTA will promptly acknowledge receipt of any cancellation notice. A cancellation notification will not be deemed effective until the Member has received acknowledgement from the MTA.
  - ii) Access to all MTA platforms and services will be removed at the end of the paid period
  - iii) Any ancillary memberships granted by the MTA membership will be cancelled
- c) If the Member is a Qualifying MTA Member for the purposes of participation in the MACH Exhibition any exhibition stand booked will no longer qualify for the Member's rates and if the Member is cancelling before completing the required 2 years of membership then any stand booked at the previous exhibition will become chargeable at the non-members rate applicable to that exhibition.

- d) If a cancelling member has not used their full allowance of e-shots granted by membership they are not entitled to any outstanding e-shots or the value thereof.
- e) If a cancelling member has a training grant with the MTA then upon cancellation the Member will not be entitled to receive any outstanding funds or top-up payments
- f) If a cancelling member is booked to attend an MTA event they may be required to pay additional fees or have the booking cancelled.
- g) Membership fees are not refundable on cancellation and the cancelling member will remain liable for the fees up until the next renewal date
- h) Any training loans are fully repayable on cancellation

## 8) Expulsion

- a) The MTA Board under Clause 22 of the Articles of Association retains the right to remove from membership a Member should they cease to conduct relevant activities or be deemed to have acted in a manner liable to bring the MTA into disrepute.
- b) Expelled members shall remain liable for all Fees in relation to the Membership Period.

## 9) Your Membership Rights

- a) Full Members
  - i) Are entitled and encouraged to apply for election to the Board and Committees of the MTA in accordance with the procedures laid down in the Articles of Association
  - ii) May vote at the MTA AGM
    - (1) Under a group membership any individual legal entity is entitled to vote independently
  - iii) Are entitled to the full range of MTA services
    - (1) Under a group membership any individual legal entity is entitled to access service independently
- b) Associate Member
  - i) Are not entitled to those rights granted to Full members in Clause 9a i-iii
  - ii) Are entitled to a limited range of MTA services
- c) Contract manufacturer members
  - i) Are entitled and encouraged to apply for election to the Board and Committees of the MTA in accordance with the procedures laid down in the Articles of Association
  - ii) May vote at the MTA AGM
  - iii) Are entitled to a limited range of MTA services
- d) Honorary Members
  - i) Are not entitled to those rights granted to Full members in Clause 9a i-iii
- e) Fellowship Members
  - i) Are not entitled to those rights granted to Full members in Clause 9a i-iii

## 10) Member Services

Members of the MTA are entitled to those benefits listed on the MTA Website appropriate to their class of membership.

### **11) Restrictions Upon Members**

- a) Members of the MTA shall not enter into any discussion or conduct that may infringe applicable anti-competitive law. This applies not only to formal meetings but informal meetings and discussions with other MTA members.
- b) Members must not pass on or allow non-member companies to benefit from MTA Member Services
  - i) For the avoidance of doubt this restriction includes any parent or subsidiary company of the Member who is not listed in the Application form and covered under a Group Membership

### **12) Continuity**

- a) Where a Member who entered into Membership prior to these terms and conditions coming into force would no longer be eligible for Membership, the MTA may at their discretion choose to allow the Member to remain in Membership
- b) The MTA retains the right to modify or update these terms and conditions when necessary; members will be informed of any material changes to the conditions or services provided.

### **13) Data Protection**

- a) By signing the contract, you hereby consent to your details being stored and used by the MTA for the purposes of providing membership services and communicating with you about relevant events and opportunities. Details will be securely stored within the MTA's CRM system. The MTA will additionally be sharing this data with selected third-party contractors for the provision of relevant services.

### **14) Governing law**

- a) This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **15) Jurisdiction**

- a) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).