



## Terms & Conditions of Membership

# 2016-17

These terms and conditions form the basis of the contract through which we will deliver a service to you as a member. On joining us you are automatically agreeing to these terms and conditions and you are providing us with the appropriate consent to handle your personal information in accordance with the Data Protection Act.

### **Membership Enquiries**

We will respond to any enquiry received from members within five working days. For new member applications this will be ten working days. This may include an initial acknowledgement of your communication with us.

If you have any queries, comments or complaints about your subscription please contact our membership team:

The British Institute of Kitchen, Bedroom & Bathroom Installation  
Riverside Business Centre  
Fort Road  
Essex  
RM18 7ND

Telephone: 0845 519 2007  
Email: [info@bikbbi.org.uk](mailto:info@bikbbi.org.uk)

## **1. Membership Packages, Benefits and Offers**

1.1 As a member you will receive a range of benefits as part of your membership package

A membership package may include:

- Membership ID card & certificate of accreditation
- Vehicle sticker
- Regular email communication
- Access to digital publications
- Access to resources and/or offers through our member online portal
- Opportunities for networking through regional events and activities

1.2 We reserve the right to change the benefits and offers that apply to our membership packages at any time and without prior notice.

1.3 Any services provided by an external provider are subject to the provider's own terms and conditions, and we do not accept any responsibility or liability for loss or damage suffered as a result of a fault, error or omission in the provision of these services.

1.4 We reserve the right to adapt and update our links with external providers without prior notice.

## **2. Membership applications**

2.1 New membership applications will be accepted via our website, post, and telephone only. Whether you submit an application online via our website or if you post, or telephone with details of your application, you are making an offer to subscribe to us which, if accepted by us, will result in a legally binding contract.

2.2 The legally binding contract is formed only on the date we send you your membership welcome pack, including ID card and certificate. This will be sent to your contact address when all supporting evidence has been reviewed and/or assessed.

2.3 Membership is subject to successful accreditation against to our published entry criteria, which we reserve the right to change and/or amend at any point.

2.4 If opting to pay for accreditation by Direct Debit, you are agreeing to pay the entire accreditation fee, spread over 11 monthly instalments. By opting to pay by Direct Debit, you agree to the terms and conditions of our Direct Debit scheme, details of which are published on the reverse of the mandate.

2.5 Please refer to our generic Terms and Conditions for further information regarding the purchasing of goods and services from us. This is published on our website.

### **3. Membership renewals**

- 3.1 30-days prior to your membership expiring we will let you know that your subscription is due for renewal. At this point you will be asked to confirm your personal details. You will have a maximum of 14 days to respond to the renewal enquiry notice. If you do not respond within 14 days and then decide to renew your membership you will be invited to reinstate your membership.
- 3.2 Your renewal payment is confirmation of the continued acceptance of this contract.
- 3.3 You may not transfer any of your rights and obligations under these terms and conditions to another person.
- 3.4 Any payment arrangements that have been made by Direct Debit will automatically continue, unless you notify us and your bank/building society that you wish to cancel it.
- 3.5 If you wish to cancel your membership, you must inform us of your intention to cancel a minimum of ten working days prior to the expiry of your subscription. This notice should be provided directly to us, in writing by letter or email.
- 3.6 No refunds of membership fees will be provided unless the notice requirements are complied with.

### **4. Membership fee**

- 4.1 We reserve the right to increase or decrease the price of our membership subscription packages. You will be informed of any fee increase or decrease via our website or through relevant communication channels. Any increase in membership fee will not affect your current subscription.
- 4.2 If we discover an error in the price of your membership subscription, we will inform you as soon as is reasonably possible. If you discover any error in membership payment you should inform us immediately.
- 4.3 Fees publicised on our website are for individual members only. Different fees will apply for corporate arrangements. For further information, please access the corporate membership section on our website.

### **5. Membership refusal**

- 5.1 We reserve the right to suspend or cancel your application if we are unable to obtain payment authorisation from the issuer of your card or cheque payment, or from your bank in the case of Direct Debit payments.
- 5.2 If you have been convicted of a criminal offence, which is not yet spent, or have a prosecution pending, this must be declared.

- 5.3 A declaration must also be made of insolvency or un-discharged bankruptcy. Please note: this information will be treated in the strictest confidence and will only be taken into account if relevant.
- 5.4 Spent convictions under the Rehabilitation of Offenders Act need not be disclosed.
- 5.5 We review all applications on an individual basis and without prejudice.
- 5.6 If you are accepted into membership, but it subsequently transpires that any or all of the information provided by you was misleading or false, we reserve the right to revoke your membership with immediate effect, without the right of appeal.
- 5.7 Our decision in this case is final.

## **6. Cooling off period: New member applications**

- 6.1 If you decide not to proceed with your membership application a 14 working day cooling off period will apply, calculated from the day payment is received by the BiKBBI. If you wish to cancel your new member subscription, you must notify us within these 14 working days in writing, by email or letter.
- 6.2 The cost of postage and packing applicable to the return of the membership will be at your own expense and we will not be held accountable for any related administration or postage costs.
- 6.3 Refunds will not be made outside this 14 day period.

## **7. Cooling off period: Renewals**

- 7.1 If you decide not to proceed with your membership renewal or re-instatement a 14 working day cooling off period will apply. If you wish to cancel your renewal subscription, you must notify us within these 14 working days in writing, by email or letter. If a membership card has been issued this must be returned to us.
- 7.2 The cost of postage and packing applicable to the return of the membership will be at your own expense and we will not be held accountable for any related administration or postage costs.

## **8. Professional code of conduct**

By applying to be a member you are confirming that you will be committed to adhering to our published professional code of conduct.

## **9. Information & circumstances**

- 9.1 As a member, it is your responsibility to update us with any changes to your business, personal circumstances or information relating to our entry criteria, including sub-contractors gas & electrical credentials, your insurance, asbestos awareness certification and Police Act Disclosure.
- 9.2 Failure to provide this information may result in temporary suspension of your membership until these documents are presented.

## **10. Marketing & communications**

- 10.1 On applying to become a member you agree to notify us of any change in your personal circumstances including name, home/work address and e-mail. We are not responsible for any failure, delay or non-receipt of e-communications or written communication.
- 10.2 We reserve the right to dispose of any incorrectly addressed packages and their contents without an obligation to refund your membership fee if they are returned to our office.
- 10.3 Neither party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

## **11. Data Protection & use of Personal Data**

- 11.1 To the extent that we process any personal data relating to you, we will process that data in accordance with applicable law and our Cookie and Privacy Policies, and will implement and maintain appropriate technical and organisational security measures against unauthorised or unlawful processing of that personal data and against its accidental loss, damage or destruction.
- 11.2 For the purposes of these terms and conditions, the terms “process” and “personal data” shall have the meanings given them in the Data Protection Act 1998.
- 11.3 If you wish to obtain a copy of your personal data held by us please write to us. An administration fee of £20 plus VAT will be charged.

## **12.Verification**

We will comply with all verifications of membership by third party organisations only if consent has been provided by you.

## **13.Data protection via the website**

13.1 We will make every effort to ensure that information on our website is accurate. However, this cannot be guaranteed and we accept no liability for any information given via our site or partner websites.

13.2 Even if data encryption is used, the security of information transmitted via the internet cannot be guaranteed. Any losses incurred or sustained by users who transmit information by electronic means shall be borne solely and exclusively by such user and in no event shall any such losses in whole or in part be borne by us or our partners.

## **14.Events**

14.1 As a member you may be invited to events organised by us or by our partners. You are not obliged to attend.

14.2 Cancellations made 14 days or more before any chargeable event will be refunded in full. Cancellations after that date will be charged in full, although substitute attendees can be made at any time. Non-attendees will still be charged the full rate and no refunds provided.

14.3 Conferences will be subject to separate terms and conditions. Please check these at the time of booking.

## **15.Contract variation**

We may change these terms and conditions at any time upon giving you 14 days prior written notice. The most recent edition of these terms and conditions will be binding upon you.

## **16.Governing law & jurisdiction**

16.1 These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

16.2 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be

severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

## **17. Third parties**

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## **18. BiKBBI logo**

18.1 Use of our logo is only permitted for current members (as classified on our website from time to time) in accordance with our published branding guidelines.

18.2 Applicants who have not yet received their members welcome pack, including ID card and accreditation certificate and those members whose membership has been cancelled or expired are not permitted to use the BiKBBI logo or reference to BiKBBI membership.

## **19. Entire agreement**

These terms and conditions override any contrary terms or conditions published by us in relation to any membership subscription.



### **For more information about this Code of Conduct contact:**

BiKBBI, Riverside Business Centre, Fort Road, Essex, RM18 7ND  
01375 659 524 / [info@bikbbi.org.uk](mailto:info@bikbbi.org.uk)