

APPLICATION FOR NEW MEMBER/ASSOCIATE TO JOIN THE SOCIETY OF MOTOR MANUFACTURERS AND TRADERS LTD

Please complete the following details to apply to join the SMMT and return to SMMT Ltd, 71 Great Peter Street, London, SW1P 2BN.

Contact: Alison Handley/Liz Paul on 0207 344 9210/1663 / membership@smmt.co.uk / Fax no. 0207 235 7112.

Name of Applicant Company: _____

Trading Names: _____

Main Contact: _____

Address: _____

_____ Telephone: _____

_____ Fax: _____

_____ E-Mail: _____

Postcode: _____ Website: _____

Names/Positions of Directors/Partners/Proprietors: _____

Nature of Business: _____

(Please give descriptions and include proprietary name and marks, if any)

Has the business been trading for one year or more? Yes / No _____

REFERENCES

Please supply details of two companies that can confirm the nature of your business

1 Company Name: _____ **2 Company Name:** _____

Address: _____ Address: _____

Telephone Number: _____ Telephone Number: _____

Contact Name: _____ Contact Name: _____

To commence your application please enclose an application fee of £250 (which will be deducted from your subscription fee or be non-refundable in the event that your application does not proceed for any reason).

We hereby apply to join the SMMT for the current calendar year* and certify that the information declared is accurate to the best of our knowledge. We hereby declare that we have read and agree to abide by the Terms and Conditions of Membership/Associate/Affiliate status as attached.

* Auto-renewal will apply for each subsequent calendar year to Base Members (Members eligible to pay the minimum subscription fee in the relevant category) and Associates – see paragraph 18 of the attached Terms and Conditions. Should you have any questions regarding auto-renewal please email membership@smmt.co.uk.

Authorised signatory:

For and on behalf of member(s) _____ Date: _____

Name: _____ Position: _____

(Please print)

(Please print)

By signing this form, you confirm that you will be the main contact for the receipt of all membership information.

If you are not the correspondence contact for your company, please complete the details below

Correspondence contact.

Name: _____

Position: _____ **Email** _____

Data privacy & marketing

Some of the information supplied by You may constitute Personal Data within the meaning of the DP Laws. SMMT undertakes only to use the Personal Data provided by You for legitimate business purposes and in order to fulfil your request. Please refer to our privacy policy, <https://www.smmt.co.uk/privacy-policy/>, for more information. In particular:

- (1) By supplying SMMT at any time with contact details of any members of staff of the applicant or of its contractors or agents, You undertake to have obtained all necessary consents in accordance with the DP Legislation
- (2) SMMT will keep You and any members of staff of the applicant informed about membership services, these include relevant news (newsletters and updates), events, services and member benefits and may share information provided by You with its group companies **and** with The Commercial Vehicle Show LLP for this purpose. If you do not wish to receive certain information, please let us know in writing to membership@smmt.co.uk or by logging into https://gpshub.force.com/members/login_to_update_your_marketing_preferences.
- (3) **Other companies' products & services:**
 - (a) If You are happy for SMMT and its group companies to send You information about other companies' relevant products and services from time to time, please tick this box
 - (b) If You are also happy for SMMT to share your contact details with other third party organisations who would also like to offer You their relevant products and services, please tick this box

APPLICATION FOR NEW MEMBER/ASSOCIATE
TO JOIN THE SOCIETY OF MOTOR MANUFACTURERS AND TRADERS LTD

SINGLE MEMBERSHIP

(If Group Membership is required, please complete below). Note: Not required for Associate applications.

COMPANY'S MOTOR INDUSTRY TURNOVER IN PREVIOUS YEAR £ _____
(Rounded to the nearest £0.1 million):

Subscription for full year: £ _____

Pro-rata Discount (if applicable): £ _____

Subscription Payable: £ _____

Plus VAT @ 20%: £ _____

TOTAL AMOUNT PAYABLE INCLUDING VAT: £ _____

GROUP MEMBERSHIP (if applicable)

Company Name(s)	Contact(s)	Telephone Number(s)	Turnover#
_____	_____	_____	£ _____
_____	_____	_____	£ _____
_____	_____	_____	£ _____
_____	_____	_____	£ _____
TOTAL TURNOVER:			£ _____

Turnover is to be based on the previous year and rounded to the nearest £0.1 million.

Group Subscription for full year (based on Group total turnover): £ _____

Pro-rata Discount (if applicable): £ _____

Subscription Payable: £ _____

Plus VAT @ 20%: £ _____

TOTAL AMOUNT PAYABLE INCLUDING VAT: £ _____

PURCHASE ORDER REQUIRED? YES NO **Purchase Order No.** _____

SMMT USE ONLY

Date application received: _____

Next Fast Track: _____

Category (Member/Ass/Aff): _____

Proposed Trade Section 1: _____ Contact: _____

Proposed Trade Section 2: _____ Contact: _____

Proposed Trade Section 3: _____ Contact: _____

Proposed Trade Section 4: _____ Contact: _____

Please detach and retain the Terms and Conditions on pages 3 and 4 for your records.
You may also wish to retain a copy of this application form.

Definitions

Capitalised terms shall have the meaning first ascribed to them, including:

'Article' means an Article of the Company's Memorandum and Articles of Association. Where a particular Article number is given herein, reference should be made to a copy of the full Memorandum and Articles of Association. *

* A full copy of the Memorandum and Articles of Association is available on request from the Secretary.

'Base Member' means a Member eligible to pay the minimum annual subscription fee in the relevant category as set out in the Guide to Subscriptions.

'The Company' means The Society of Motor Manufacturers and Traders Limited.

'DP Laws' means all laws relating to the protection of personal data including the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 ('GDPR') as amended or modified from time to time or as replaced in their entirety by any legislation which replaces any of them;

'The Executive' means the Executive Board referred to in Article 42.

'Group Companies' means any subsidiary company of the Company from time to time, and the term "subsidiary" shall have the meaning given to it by Section 1159 of the Companies Act 2006.

'Guide to Subscriptions' means the guide to subscriptions accompanying these Terms and Conditions and available on request from the Company.

'Intellectual Property Rights' means the rights in trade marks and service marks (whether registered or not) and any trade, brand or business names, and to include any brand guidelines associated with the use thereof.

'MAA' means a Member, Associate or Affiliate.

'Member' means a Person who has been granted Member status of the Company and the term Membership shall be construed accordingly.

'The Motor Industry' means all or any of the activities of the design, concept, manufacture, sale, after sale, disposal and recycling of motor products.

'The Office' means the registered office of the Company for the time being: 71 Great Peter Street, London SW1P 2BN.

'Person' means any individual, firm or body corporate.

'Personal Data' means personal data as defined in the DP Laws, including name, address, date of birth, gender, email address, mobile and landline telephone numbers which are supplied to the Company by any Person, Member, Associate or Affiliate in respect of any of their employees, contractors or agents.

'United Kingdom' means the United Kingdom of Great Britain and Northern Ireland and shall include the Channel Islands and the Isle of Man.

'Representative' means an individual appointed as such under Article 14.

'Rules' means the rules of the Company as determined by the Company from time to time including the Company's Memorandum and Articles of Association, direct excerpts of which are reproduced herein as these Terms and Conditions and in the accompanying document 'A Guide to Membership Subscriptions.'

'Secretary' means the Secretary of the Company.

'Section' means a Section formed under Article 56.

'You'/'Your' means the Person completing a renewal or subscription application or a MAA.

Words importing the singular number only include the plural number, and vice versa, and references to the masculine shall include references to the feminine and neuter, except where the context otherwise requires.

Headings are inserted for convenience of reference only and shall not be construed to affect the meaning or interpretation of any of the terms and conditions or any Article referred to herein.

1. Members (Article 2)

The Members are those persons who are from time to time admitted to Membership of the Company in accordance with the Company's Memorandum and Articles of Association. The names of all Members shall be entered in the Company's register of Members.

2. Conditions of Membership

Members agree to abide by the Rules for the duration of Membership and thereafter as applicable.

3. Qualification (Article 3)

Subject as provided below, any Person who or which has been directly, primarily and continuously engaged in any aspect of the Motor Industry in the United Kingdom for a period of at least 12 months leading up to the time of his or its application for Membership of the Company shall qualify for Membership. All questions concerning an applicant's qualification for Membership shall be decided by the Executive. A Person not admitted to the Membership of the Company may, within seven days after notice of his or its failure to gain Membership to the Company, appeal the decision of the Executive to a general meeting, as defined in the Article of the Company which shall, upon notice in writing of intention to appeal being received from such Person, be convened by the Executive to review the decision of the Executive. There shall be no further right to appeal following the decision of the Company at general meeting and such decision shall be final and binding upon all parties.

4. Application for Admission (Article 5)

Where any Person desires to be admitted to Membership of the Company he must sign and deliver to the Secretary at this Office an application for admission, framed in such terms and accompanied by such evidence as the Executive shall require, and such application must be accompanied by the first year's subscription or such appropriate proportion thereof as the Executive may from time to time decide.

5. Membership of Sections (Article 6)

Each Member shall be entitled to join one or more Sections according to his qualification for Membership of the Sections. Each new Member will be recommended by the Executive to apply to a particular Section or Sections. If that Member's application is rejected, the Executive will have the right to determine, in their entire discretion, which Section (or Sections) is most suited to that Member and the Section (or Sections) concerned will then be obliged to admit that Member.

6. Membership Non-transferable (Article 7)

Membership shall not be transferable, save that the Executive shall have power to substitute the successor in business of any Member as a Member, and in such case the Member so substituted shall enjoy all the rights and privileges and be subject to the requirements as to qualifications of the Member in whose place he is admitted: provided always that if the Person applying for substituted Membership does not meet the qualifications for the Section to which the Person whose business he has succeeded was attached he shall be admitted as a Member in any other Section for which he does qualify with the same rights and privileges as if he had been a Member of such Section during the time the person whose business he has succeeded to had been a Member of the Company. In the case of any disagreement as to which Section or Sections the substitute Member is qualified to join, the matter shall be determined by the Executive in its absolute discretion and the relevant Section or Sections shall admit that Member as a Member as directed by the Executive.

7. Cessation of Membership (Article 8)

Membership shall cease when a Member gives notice in writing to the Company of his intention to withdraw from Membership of the Company; provided that in the case of a notice of intention to

withdraw being given after 28th day of February in any year, the Member giving such notice will be required to pay a proportion of the annual subscription due from him in respect of that year, such proportion being calculated on a monthly basis and, in any event, being not less than one-quarter of the annual subscription due.

Any subscription fees already paid shall not be returned.

8. Forfeiture of Membership (Article 9)

Membership shall become liable to forfeiture by resolution of the Executive if a Member:

- a. shall cease to be qualified as here in before provided; or
- b. being an individual, becomes bankrupt or insolvent or makes a conveyance or assignment of his property to a trustee or trustees for the benefit of, or executes any deed of arrangement in favour of, or makes any composition or arrangement with, his creditors generally or any class of his creditors, or on his death, or, being a firm, on dissolution of the partnership (otherwise than by reason of the death or retirement of any partner); or
- c. being a limited company, on the liquidation of such company (not being a voluntary liquidation of such company for the purpose of reconstruction or amalgamation), or if such company makes a conveyance or assignment of its property to a trustee or trustees for the benefit of, or executes any deed of arrangement in favour of, or makes any composition or arrangement with, its creditors generally or any class of its creditors; or if an administrative receiver or an administrator shall be appointed in respect of such company and shall not be discharged within 14 days of the appointment; or
- d. shall fail in any year to pay his annual subscription by 28th day of February in that year.

9. Member Obligations (Article 11)

Every Member shall be bound to further to the best of his ability the objects, interests and influence of the Company, and shall observe all the regulations for the time being of the Company.

10. Subscription Fees (Article 12)

The Members of the Company shall pay such annual subscriptions as may from time to time be prescribed by the Executive. The subscriptions payable by Members may be increased or reduced as may from time to time be determined by the Executive. Subscriptions are payable for each calendar year and must be paid in advance.

11. Member Expulsion (Article 13)

Subject to the provisions of the Company's Memorandum and Articles of Association, any Member whose conduct is such that it renders his continuation as a Member inimical to the interests of the Company may be expelled from the Company by resolution of a majority of at least three-quarters of the Members of the Executive present and voting at a special meeting of the Executive at which not less than six Members shall be present. Where it is proposed to expel a Member from the Company, such Member shall have seven clear days' notice sent to him of the meeting of the Executive, and he may attend the meeting to make such explanation as the Executive may ask for, but shall not be present at the discussion or voting or take part in the proceedings otherwise than as the Executive allow.

A Member expelled from the Company by such meeting may, within seven days next after notice of his expulsion, appeal from the decision of the

Executive to a general meeting of the Company which shall, upon notice in writing of intention to appeal being received from such Member, be convened by the Executive. A Member so expelled shall forfeit all interest (if any) in the assets of the Company and all privileges of Membership.

12. Member Representation (Article 14)

Any Member of the Company may, by notice in writing to the Secretary and delivered to this Office in a form from time to time to be prescribed by the Executive, appoint an individual, being, in the case of a firm, one of the partners or employees of such firm, and in the case of a Company, a director, manager, secretary or other employee of such Company, to represent such Member for the purposes of the Company's Articles, and by similar notice, in a form also from time to time to be prescribed by the Executive, revoke such appointment.

13. Associate Status (Article 15(1) & 15(2))

The Executive is empowered to grant associate status to any Person who applies for such status by signing and delivering to the Company an application form framed in such terms as the Executive shall require accompanied by the first year's subscription or such appropriate proportion thereof as the Executive may decide. Persons applying for such status will, for so long as they pay the appropriate subscriptions at the time specified by the Executive, be entitled to describe themselves as being 'Associates' of the Company and to enjoy the benefits of such status as from time to time determined, in their entire discretion, by the Executive.

14. Associates not Members (Article 15(3))

Associates shall not be Members of the Company.

15. Associate Subscriptions Article 15(4))

The annual subscription payable by Associates will be at the rate from time to time prescribed by the Executive.

16. Cessation and Forfeiture of Associate Status (Article 15(5))

16.1. Associate status will automatically cease if any of the circumstances specified in paragraphs 8(a), (b) and (c) of these Terms and Conditions shall apply to the Associate or if a resolution is passed by the Executive terminating such status in a manner corresponding to expulsion of a Member as given in paragraph 11. Associate Status may also be terminated by the Company if any subscription fees due are not paid.

16.2. An Associate may terminate its Associate status by giving notice in writing to terminate its Associate status. In the case of a notice of intention to terminate the Associate status being given after 28th day of February in any year, the Associate shall pay a proportion of the annual subscription due from it in respect of that year, such proportion being calculated on a monthly basis and, in any event, being not less than one-quarter of the annual subscription due.

16.3. Any subscription fees already paid shall not be returned.

17. Affiliate Status (Article 16(1) & (2))

The Executive is also empowered to grant Affiliate status to any trade association or other organisation which is engaged or interested in the Motor Industry who (a) applies for such status by signing and delivering to the Company an application form framed in such terms as the Executive shall require accompanied by the first year's subscription or such appropriate proportion thereof as the Executive may decide and (b) enters into an agreement with the Company in such form as the Executive shall from time to time prescribe. Paragraphs 14 to 16 of these Terms and Conditions inclusive shall apply to Affiliates in the same way as they apply to Associates and are accordingly deemed to be repeated as corresponding provisions of this paragraph with 'Affiliate' substituted for 'Associate'.

18. Auto-renewal for Base Member or Associate

18.1 Any Person accepted as a Base Member or Associate in accordance with these Terms and Conditions shall have their Membership or Associate status automatically renewed for each subsequent calendar year and shall pay the subscription fees by direct debit (in December for the following calendar year or such other time as notified by the Company) unless terminated as set out below.

18.2 Auto-renewal will not occur where a Base Member or Associate gives notice to the Company by no later than 30 November in any year to terminate its Membership or Associate Status.

18.3 A Base Member must notify the Company if its annual turnover exceeds the relevant subscription rate as set out in the Guide to Subscriptions whereupon the Base Member's subscription for subsequent calendar years will be calculated in accordance with its revised annual turnover and the Base Member may renew its subscription on that basis.

19. Outstanding debts

The Company is not obliged to re-new Membership, Affiliate or Associate status if the applicant or renewing Member, Affiliate or Associate has not paid in full all outstanding debts which may have arisen at any time and which may be owed to the Company in respect of any matter.

20. Compliance with relevant legal, procedural and policy requirements

20.1 The MAA shall:

- a. comply with (i) all applicable laws, regulations, guidance and sanctions including but not limited to the DP Laws, Modern Slavery Act 2015 Competition Act 1998, Enterprise Act 2002 and Bribery Act 2010, all as amended or modified from time to time or as replaced in their entirety by any legislation which replaces any of them and (ii) all policies and procedures issued by the Company in respect of the MAA's involvement in any of the Company's activities and events, (together, "Relevant Requirements");
- b. have and shall maintain in place throughout the term of this agreement its own policies and procedures, to ensure compliance with the Relevant Requirements.
- c. ensure that all employees (or other Persons) who are performing services, providing goods or representing the MAA in dealings with the Company comply with this clause 20.

20.2 Breach of this clause 20 may result in expulsion under Article 13 and the MAA shall indemnify the Company for any loss that the Company suffers as a result of the MAA's breach of this clause 20.

21. Collection, use and sharing of Personal Data

21.1 The Company, as data controller (as defined in the DP Laws), may collect and process Personal Data relating to the officers, employees, contractors and agents of any MAA ('Personnel').

21.2 The Company may use the Personal Data as in accordance with its Privacy Policy as updated from time to time. The Company's Privacy Policy is available on its website at <https://www.smmat.co.uk/privacy-policy/>

21.4 Each MAA shall bring the Company's Privacy Policy to the attention of its Personnel and, where applicable, shall obtain all necessary consents in compliance with the DP Laws, before providing Personal Data to the Company.

21.5 On cessation of Membership or Associate or Affiliate status, the Company may retain Personal Data for such period as is necessary in accordance with the DP Laws and its privacy policy.

22. Intellectual Property Rights

22.1 In pursuance of and for the consideration referred to in these Terms and Conditions, the Company hereby grants to the MAA a non-exclusive and non-transferable licence to use the Intellectual Property Rights of the Company to the extent strictly needed for the MAA to depict its status as Member

or Associate or Affiliate under this Agreement for the duration of such status.

22.2 In pursuance of and for the consideration referred to in these Terms and Conditions, the MAA hereby grants to the Company a non-exclusive and non-transferable licence to use the Intellectual Property Rights of the MAA to the extent strictly needed for the Company to refer to the Member/Associate or Affiliate status of the MAA for the duration of such status.

22.3 Nothing in these Terms and Conditions shall give either party any rights in respect of any Intellectual Property Rights of the other or of the goodwill associated with any of them. Each party confirms and acknowledges that nothing in this Agreement will operate to vest any of its Intellectual Property Rights in the other party.

22.4 Neither the Company nor the MAA shall do or knowingly permit there to be done any act or omit to do any act which would or might denigrate, invalidate or be inconsistent with any Intellectual Property Rights of the other party. Either party may require the other to cease using its Intellectual Property Rights where misuse is asserted.

22.5 Each party shall notify the other party immediately if it becomes aware of any illegal or unauthorised use of the other party's Intellectual Property Rights and will give reasonable assistance to the other Party (at the expense of the other Party) in taking all steps necessary to defend its rights in them.

23. General

23.1 Entire Agreement: the Membership/Associate Subscription Renewal or Application Form or Affiliate letter, these Terms and Conditions and the documents referred to herein together with written confirmation of Your MAA status (together, "the Agreement"), shall constitute the whole of the terms agreed between You and the Company in relation to their subject matter and supersede any prior arrangement, understanding, written or oral agreements between the parties in relation to the subject matter.

23.2 No amendment or variation to the Agreement shall be valid unless previously agreed in writing between the parties, save for any amendment or variation to the Company's Memorandum and Articles of Association which may only be done in accordance with the Companies Act 2006.

23.3 In the event that any of these Terms and Conditions, in whole or in part, shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining Terms and Conditions which shall continue to be valid to the fullest extent permitted by law.

23.4 The Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to first submitting to the provisions of the Company's Memorandum and Articles of Association the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh Courts.