



Membership Terms and Conditions

PASMA Membership Terms and Conditions

Membership Contract

When you click to submit your online application for membership and/or centre registration, or you fax, post or email us with your application and/or centre registration details, you are making an offer to subscribe to the Association which, if accepted by us, will result in a legally binding contract. A legally binding contract is formed on the date we accept your application and confirm this to you in writing or by fax or email.

Membership shall renew automatically on 1 January in each calendar year, unless and until terminated in advance in accordance with these terms and conditions. Membership fees for the calendar year in which termination of membership is notified remain due and payable in full and the Association reserves the right to recover such fees as a debt.

At the point of renewal, your renewal payment is confirmation of your continued acceptance of this contract.

You should print or save a copy of these Terms and Conditions for future reference.

Cooling off period

You have a seven day cooling off period in which to cancel or withdraw your application without penalty, which is effective from the date we accept your application. You must notify us in writing within seven days by post, fax or email.

Membership Criteria (all members and prospective members)

You, as an individual, corporate body, unincorporated body or other organisation who is applying for membership(s), and as a continuing requirement, all members must:

1. be of good repute and standing in the work at height industry, and where the applicant or member is a corporate body, its directors and officers must be of good repute and standing in the work at height industry
2. have access equipment meeting the minimum requirements as specified from time to time by Council (currently equipment which is certified to conform to BS EN 1004:2004, BS1139 Part 6, PAS 250 or such other national or international product standard(s) which the Council at its absolute discretion considers appropriate)
3. have adequate and appropriate safety systems and a record of good safety practice
4. agree to be bound by, and at all times comply with, these Terms and Conditions of Membership and Code of Conduct of the Association, as amended by the Association and available upon request and published on its website from time to time
5. pay a joining fee, as determined by the Association in its absolute discretion from time to time
6. pay within 30 days of a request for payment an annual membership fee, as determined by the Association, in its absolute discretion from time to time, such payments to commence in the calendar year immediately following the calendar year in which membership is approved

7. provide, and update within 14 days of any change, accurate details of:

- your registered company name, number, office address and place of registration (in the case of a registered company) or full business name and current trading address (in the case of an unincorporated body or individual);
- all trading names and styles (where applicable);
- all domain names (where applicable), including social media pages, and identify your primary domain name from which your business is promoted; and
- contact details;

and consent to the Association publishing such details on its website.

8. display your registered company name, registered number, place of registration and registered office address on all promotional and marketing material, including websites and other electronic/ soft copy material, stationery and other business documents.

9. refrain from doing anything that does or may mislead the public, in particular but not limited to representations regarding your legal status, address, contact details and membership status and as to your association with PASMA.

10. warrant that all information provided to the Association on application for membership is true and accurate at the point of submission. Failure to provide true and accurate information may result in an application for membership being refused or membership being revoked. There will be no refund of fees.

11. in the event of a change of circumstances in your registered or trading name, trading position, regulatory sanctions, moving jobs, change of contact details or any other such change, provide updated information by email to the Association within 14 days of such change occurring.

As a prospective member, you must apply in the correct category or categories of membership depending on the nature of your business and undertake to comply with the requirements of such member category or categories as published from time to time.

Membership categories are:

Manufacturing - those organisations who manufacture or cause to have manufactured mobile access towers

Hirer / Dealer – those organisations who rent or sell or otherwise supply mobile access towers

Training – those organisations who train in the use of mobile access towers (not instructors)

Hire and Assembly – those organisations who supply and install mobile access towers

Associate – those who otherwise have a demonstrable interest in the mobile access tower industry which is not any of the other membership categories

PASMA reserves the right to determine the category or categories of membership for all members according to the nature of the business undertaken by such member or prospective member.

Additionally, PASMA may at its absolute discretion admit a prospective member as a “Development” member into a membership category (other than Associate) where the prospective member demonstrates a commitment to meet the additional membership criteria of the category within an agreed time period. ALWAYS PROVIDED THAT, the member so admitted clearly displays “Development Member” alongside the PASMA logo in all promotional and marketing material, including websites and other electronic/soft copy material, stationery and other business documents.

Additional Membership Criteria

12. **Manufacturing Members** shall have third party product conformity certification by an approved body to the appropriate National, European or International Standards as defined by the Council and shall be subject to annual certification audit to demonstrate continuing compliance.

13. **Hirer/Dealer Members** shall have and/or offer for sale or hire products which meet the appropriate National, European or International Standards as defined by the Council and additionally demonstrate compliance with the Procedures and Code of Conduct for their membership category, which shall be subject to assessment and audit by the Association and shall undertake to cooperate fully with all persons appointed by PASMA for the process of verification of compliance

14. **Training Members** shall have PASMA Approved Training Centre Status and undertake to demonstrate compliance with the Procedures and Code of Conduct for their membership category, which shall be subject to assessment and audit by the Association and shall undertake to cooperate fully with all persons appointed by PASMA for the process of verification of compliance

15. **Hire and Assembly Members** shall have and/or offer in the course of provision of their services, products which meet the appropriate National, European or International Standards as defined by the Council and additionally demonstrate compliance with the Procedures and Code of Conduct for their membership category, which shall be subject to assessment and audit by the Association and shall undertake to cooperate fully with all persons appointed by PASMA for the process of verification of compliance

16. **Associate Members** shall have a demonstrable interest in the tower industry

Approval of Membership

Council members are entitled to vote on the suitability or otherwise of an applicant for membership and may object to the admission of a member, always provided that such objection, in order to be valid, shall be solely in respect of non-compliance with the Association's Membership Terms & Conditions, Membership Criteria or Code of Conduct.

The decision of the Council by a simple majority vote shall be decisive on the suitability or otherwise of all such candidates against these criteria for membership of the Association.

The Council shall not be bound to publish or otherwise communicate the reasons for such decisions. In the event that an application for membership is declined, the applicant may appeal against this decision by following the Association's Membership Appeals Procedure, from time to time in force.

Use of the Association's Marks

The Association is and will be the owner of all current and future intellectual property rights in its collective trade marks ("Collective Mark(s)") and international registered trade marks ("International Marks") (together the "Marks").

The Collective Marks are the absolute property of the Association, and shall not be used by any party except under and by virtue of a Certificate issued in accordance with the Regulations which govern the use of the Collective Marks ("the Regulations"). The power of issuing, renewing and cancelling a Certificate is vested with the Association and shall be granted in its absolute discretion.

The Collective Mark(s) shall only be used by authorised members in accordance with the Regulations, these terms and conditions as amended from time to time, and the Association's Brand Guidelines as amended from time to time. The Association shall not be liable to any member for any losses resulting from suspension or termination, in accordance with these terms and conditions or the Regulations, of the member's right to use the Collective Marks.

The International Marks are the absolute property of the Association, and shall not be used by any party except in accordance with the terms of the licence published by the Association on its website and as amended from time to time ("the Licence"). The International Marks shall only be used by authorised Members in accordance with the terms of the Licence and the Association's Brand Guidelines as amended from time to time. The Association shall not be liable to any member for any losses resulting from suspension or termination, in accordance with these terms and conditions or the Licence, of the member's right to use the Trade Marks.

Members who are entitled to use the Marks:

1. **must** display the Marks and display their registered name and/or sole trading name (in the case of a company) or full name and/or sole trading name (in the case of an individual) in all promotion and advertising, including on the Member's Website (being a single website on which the member's business is promoted)
2. **may not** use the Marks on any other website or in respect of any domain name which does not redirect to the Member's Website. Where such additional use is made, an additional membership fee is due and payable in full for each calendar year in which such additional use is made and the Association also reserves the right to charge an administration fee, as determined in its absolute discretion from time to time, and/or to terminate membership in accordance with these terms and conditions; and
3. **must** display the Marks in the prescribed format, as notified to it by the Association from time to time.

Termination or Cancellation of Membership

Each Committee shall be responsible for monitoring continuing compliance with the membership criteria by those members within its category.

The Committees may recommend to Council the expulsion or suspension of membership for any party who is in breach of any of these terms and conditions, the Regulations for the use of the Collective mark or the Licence for the use of the International Mark. Where a party is in breach or otherwise has or is likely to fail to comply with these terms and conditions that party may be given notice of the breach or non-compliance and given a reasonable period of time (up to a maximum of 28 days) to remedy the breach or non-compliance. If the breach or non-compliance has not been remedied within the period of time notified to it, the committee will recommend to the Council the expulsion or suspension of that member.

Any party whose membership is removed shall be entitled to appeal in writing to the Managing Director in accordance with the Association's Membership Appeals Procedure, from time to time in force.

In addition, membership shall immediately cease:

- a. on a member giving notice, in accordance with the resignation procedure outlined on the members portal of the Association's website, effective on expiry of the current annual membership term, to the Association of resignation as a member, provided always that membership fees for the current year shall remain due and payable as a debt;
- b. where any membership fee remains unpaid or unsubmitted or any breach remains uncorrected on the expiry of 28 days following notice by the Association, always provided that such unpaid membership and any other fees remain due and payable and the Association reserves the right to recover such fees as a debt; or
- c. if there is, in the reasonable opinion of the Association a material or persistent breach of any of these terms and conditions or the Regulations or the Licence.



Effect of Termination of Membership

Upon termination of membership, for whatever reason:

- a. use of the Marks must immediately cease;
- b. representations that they are members of the Association must immediately cease; and
- c. at the request of the Association, all hardcopy materials of any kind displaying the Marks in the former member's possession, custody or control must be returned or destroyed within 10 days of such a request.



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Revision 0

Issue Date: May 2014

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