

UKinbound Terms and Conditions – Membership

These terms and conditions form the basis of membership of UKinbound (we), who will deliver a service to you as a UKinbound member (you, your). On becoming a member of UKinbound 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.

UKinbound is a limited company by guarantee, registered number 6460272, whose registered address is 10 Whitehorse Mews, 37 Westminster Bridge Road, London, SE1 7QD.

1. Members

Members comprise those companies and firms under the terms and conditions of the UKinbound Constitution whose objectives are to derive income from the provision of tourism services within the United Kingdom to incoming tourists whether directly or through intermediaries who satisfy the following requirements.

- a) Have had their application publicised to all Members.
- b) Having paid the joining fee, membership shall become effective on receipt of payment.
- c) The Member will be allocated to a category within membership, reflecting their primary or largest business activity.
- d) At the point of renewal of your membership, your renewal payment is confirmation of the continued acceptance of membership to UKinbound.
- e) Membership year runs from October 1 – September 30.

The process for becoming a UKinbound member is as follows

2. On Line application

Before you complete the on line application we should make it clear that all Members of UKinbound must have an office in the United Kingdom.

To apply for membership please fill in the on-line application form. Completion of the on-line application form does not mean you are a member of UKinbound. You will become a member of UKinbound once you have paid your annual membership fee, your on-line application form has been received and assessed, and approved by the

Membership Committee of the Board of Directors. A membership pack will be sent out to you once membership is confirmed. Please see Point 2 for full details.

Applications for all categories of Membership shall contain the following information:

1. Full company name
2. Postal address
3. Email address
4. Telephone number
5. Membership category
6. Description of service
7. Company type
8. Number of staff
9. Annual turnover
10. Year commenced trading
11. Company/charity registration number
12. VAT registration number (if applicable)
13. Name of partners/directors.
14. Two commercial references, preferably members of UKinbound.
15. Primary contact details.

Upon receipt of an Application for Membership UKinbound shall check the application for completeness and take up the references.

UKinbound shall evaluate all applications for approval or rejection and may, at their discretion, defer a decision until further information has been provided.

3. The Process of Becoming a UKinbound Member

Membership Stages	Details	Timings	Main Contact
Stage 1	Fill in <u>on-line application</u>	n/a	Mr Antony Amos antonyamos@ukinbound.org Mrs Karen Jacques (Scotland) karen@ukinbound.org
Stage 2	The Membership Department will contact you to discuss your application form details. The Travel Trade Contacts you have provided will be contacted and asked to reconfirm their references.	Within 48 hours from application being submitted Within 48 hours from verifying the application details	Mr Antony Amos antonyamos@ukinbound.org Mr Antony Amos antonyamos@ukinbound.org
Stage 3	UKinbound members will receive details of your application and your contact details. All Members are given fourteen days to comment. UKinbound Membership Committee of the Board of Directors will assess your application.	Up to 14 days	Mr Antony Amos antonyamos@ukinbound.org

<p>Stage 4</p>	<p>Simultaneously to your application being approved you will be sent a direct debit form which you will have to POST by mail back to UKinbound.</p> <ul style="list-style-type: none"> a. If there are no objections to your application, we will invoice you for your first year's membership fee (or pro rata amount agreed). b. If you are paying by direct debit we will give you a 10 day cooling off period. <p>If for any reason there is an objection raised about your application we shall discuss this with you.</p>	<p>Within 2 weeks from your application details being discussed</p>	<p>Mr Antony Amos antonyamos@ukinbound.org</p>
<p>Stage 5</p>	<p>Once we have received payment, you will become a member of UKinbound. You will know your Membership is active when:</p> <ul style="list-style-type: none"> a. You receive a Welcome Email with your activation information email and log in details b. Your Company profile is active on the 	<p>Between 2 and 4 weeks from application form being submitted</p>	<p>Membership Enquiries Mr Antony Amos antonyamos@ukinbound.org</p> <p>Accounts Enquiries accounts@ukinbound.org</p>

	UKinbound website c. You receive a copy of your offline Welcome Pack (up to 1 week after online activation)		
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4. UKinbound Direct Debit Procedure:

- a) A direct debit form will be sent to you for completion which must be signed and returned by post.
- b) UKinbound will process the returned direct debit form once you have been approved by members.
- c) Payment will be taken approximately 2 weeks after processing.
- d) Your membership commences when payment is received.

5. Responsibilities as a Member of UKinbound

Members are required to:

Comply with the provisions of the UKinbound Constitution. Please see Appendix B: Code of Conduct and Appendix C: Enforcement and Sanctions for full details.

Inform UKinbound of all changes of beneficial ownership, changes of status or changes in Official or alternative representation.

6. Rights

All members have the right to send one representative to all meetings, including the Annual General Meeting of the Association.

All members shall have the right to send representatives to the Annual Convention of the Association on payment of the Convention Fee.

All members shall have the right to send representatives to seminars and other events arranged by the Association, subject to payment of the appropriate fee.

To note that Members' Networking Evenings are subject to a maximum of two places per member company. All attendees must register separately and all details must be provided at registration. UKinbound will not accept two registrations with the same attendee details. If we do not receive details of the attendee at registration, the place will automatically be released.

If more than two people register from the same company, the additional bookings will be added to a waiting list (and members will be alerted to this).

All event cancellations should be received in writing no later than five working days in advance to events@ukinbound.org so that the spaces can be reallocated. However, UKinbound recognises that there will always be cases where people need (for whatever reason) to cancel close to the event. Those members that sign up to an event **but do not attend and do not notify the team at all** - will receive a first written caution from the Events Committee Chair. A second occurrence will result in a **two-month restriction** in attending any networking evenings.

All Members shall receive Newsletters from UKinbound and the UKinbound Members Directory (if opted in).

All members may request a copy of the UKinbound accounts.

Each Member organisation shall have one vote at all Meetings of the Association they are entitled to attend and one vote for any issue that the Board of Directors directs should be decided by vote.

7. Fees

Fees for all Membership shall be fixed annually by the Board of Directors, and Members shall be notified of the fee for the following year no later than 31 July in the preceding membership year.

New Members are required to pay a joining fee upon acceptance for Membership

Members are required to pay the annual fee by 1st October of each year. If the annual fee is not received by 1st December of each year, Membership shall cease to be in good standing, and membership benefits will be suspended.

8. Termination of Membership

Membership may be terminated in the following ways:

- a) By a Member giving written notice of termination to the General Secretary.
- b) By the failure of any Member to pay the annual fee before 1st December in any year.

- c) When, in the opinion of the majority of the Membership Committee, a Member fails to act in accordance with the Aim and Objectives of the Association or acts in a manner detrimental to the good name of the Association, or whose conduct breaches the terms of Code of Conduct as set out in appendix B.

10. Governing Law

These terms and conditions shall be governed and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to adjudicate any dispute, which may arise in relation thereto.

APPENDIX B: CODE OF CONDUCT

This document sets out the Code of Conduct adopted by the Association at the Annual General Meeting in London on the 8th January 1985. It is designed to amplify some of the Aims & Objectives of the Association, to encourage integrity, and to encourage ethical conduct amongst all UKinbound Members.

1. It should be the constant aim of all UKinbound Members to conduct their business and themselves in a manner that will reflect the highest possible standards and credit to the Association.
2. UKinbound Members should deal honestly and fairly with each other, with clients and with suppliers of services.
3. All Terms of Trading shall be by mutual agreement between buyer/supplier and the UKinbound Member. UKinbound Members will at all times respect the Terms of Trading specified by the buyer/supplier.
4. Members will maintain rates quoted at the time of original booking unless there has been a substantial variation in the services provided.
5. If the rate of VAT changes or any additional tax is imposed, which alters the price quoted between the time of the original cost quotation and the supply of services, the buyer and seller should have the opportunity to enter into discussions regarding any quotation.
6. UKinbound Members must comply with all rules, regulations, legislation and directives imposed at any time by a recognised relevant body or government agency.
7. A Member will not knowingly make false or misleading statements:

- a) about their ability to successfully and professionally meet a potential client's needs about competitors
- b) about rates, costs, accommodation, transportation, capacities or any other information at their disposal
- c) to secure otherwise confidential information.

8. UKinbound Members shall not attempt to convert business to themselves, either directly or indirectly, by bringing the name of another UKinbound Member into disrepute.

9. Where a client is introduced to a supplying UKinbound Member by another UKinbound Member the client shall not be induced to trade directly with the supplier unless prior agreement has been reached between all the parties.

10. Clients introduced to suppliers by Members shall not knowingly be approached, nor shall suppliers deliberately seek to undercut rates in a direct sell operation to those clients.

11. UKinbound members will not purposely misinform a supplier as to why his services may have been rejected.

12. All UKinbound Members will honour signed contracts, both with clients and suppliers, in spirit as well as intent, and will make every effort to honour all commitments, whether written or oral.

13. UKinbound Members should confirm all contracts and agreements with both clients and suppliers in written form including release dates where applicable.

14. UKinbound Members will, as soon as possible release back to suppliers, any contracted services no longer required and should confirm all releases in written form.

15. Any cancellation charges imposed by suppliers for non-performance of contract caused through no fault of the UKinbound Member (e.g. non or late arrival of incoming aircraft) should be the subject of negotiation between supplier and buyer. UKinbound Members will, at all times, recommend to clients that insurance be taken out to cover cancellation charges.

16. UKinbound Members will not produce any sales literature which clearly names or identifies a supplier, with or without a selling price, without prior agreement being reached on rates and conditions.

17. UKinbound Members should, at all times, communicate with buyers or suppliers of services regarding relevant details of contracted services (e.g. arrival/departure times at hotels or a variation of a previously agreed service).

18. UKinbound Members should ensure that all communications about fellow members, or about the Association, whether in writing, e-communication, or through social media, are accurate and professional.

19. UKinbound Members attending UKinbound events should conduct themselves in a professional manner. Physical or verbal abuse of UKinbound Secretariat, Board of Directors, fellow members or guests will not be tolerated, and where appropriate, criminal investigation will take place.

APPENDIX C: ENFORCEMENT & SANCTIONS

1. If an infringement of the Code of Conduct is alleged against a UKinbound Member a Statement setting out brief details of the complaint should be sent, in writing, to the Chief Executive at the address of the UKinbound Secretariat, for preliminary investigation.

2. The UKinbound Member, against whom the allegation has been made, shall provide, at the request of the Chief Executive, such information or documents as may be required.

3. If, after preliminary investigation, the allegation against the Member appears, to the Chief Executive, to constitute a *prima facie* infringement of the Code of Conduct, the documents shall be submitted to the General Secretary of the Board of Directors for consideration by the Board of Directors.

4. The Member against whom the allegation has been made shall be given the opportunity to make representations to the Board of Directors, either in writing or by personal appearance (with or without legal representation).

5. The Member against whom the allegation has been made shall be given at least 14 days' notice in writing of the time and place of the hearing of the complaint.

6. If the allegation against the Member is proven the Board of Directors may impose a Reprimand, Suspension of Membership benefits for a given period of time, or Termination of Membership.

7. If the Board of Directors should decide on any of the disciplinary measures set out in paragraph six, the Chief Executive shall notify the UKinbound Member, in writing, of the decision.

8. The Member shall have the right, exercisable within 14 days after the service of such letter, to appeal against the decision to an Appeal Board who shall make such arrangements as they think fit to hear the Appeal. No sanction or penalty will be recorded against the Member until 14 days after the service of the letter giving the Board of Directors' decision.

9. If the Member appeals against the decision of the Board of Directors, any sanction against the Member will not be effective until the Appeal Board hearing.

10. The Appeal Board shall consist of the Chairman and General Secretary of the Association plus the named representatives of three UKinbound Member companies, chosen for their knowledge and experience, by the General Secretary and willing to serve on the Appeal Board. The Appellant shall have the right to reject one Member of the Appeal Board. The Appeal Board shall have the right to legal representation. The decision of the Appeal Board will be a majority decision of its members and shall be final.

11. The Appeal Board are empowered to allow, vary or substitute any penalty that may have been imposed by the Board of Directors.

12. After the decision has been made known by the Appeal Board to the Appellant, that decision shall be communicated to the Board of Directors. The Board of Directors may authorise that decision to be published in the association's newsletter and such travel trade publications that report the association's activities.