

BSIA membership **application pack**



October 2016

BSIA membership application pack

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Introduction

Thank you for making the next step towards becoming a member of the British Security Industry Association.

Our membership team is here to support you throughout the process and answer any questions you may have to ease your transition into membership of the Association. They will also be able to provide you with an update on the activity of the sections of membership you are looking to join and give you an overview of the work of the Association.

This application pack will provide you with the criteria required to become a member of the BSIA, details of our fees and subscriptions, as well as a checklist of the supporting documentation you will need to submit with your application.

If you have any queries at any time, do not hesitate to contact our membership team:

Sharon Mughal

Membership Development Manager

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Membership criteria

All applicants must satisfy the Council of the Association:

- That their Directors and Senior Executives are of good repute. BSIA will screen the last ten years of the employment records of directors, Company Secretary and senior executives as appropriate.
- That they are financially sound. Two years trading accounts should be produced for review by the BSIA. Abbreviated accounts are not acceptable.
- That they have adequate insurance coverage in place to cover all potential liability arising through the conduct of their business.
- That their organisation is soundly managed and that they conduct their business in a professional manner.
- That they possess appropriate BS EN ISO 9001 certification by a UKAS accredited certification body where applicable.
- That their company operates in accordance with any specified and applicable British or European standard or BSIA code of practice.

Principal membership criteria

Principal members must also comply with specific membership criteria related to the particular sector of the security industry in which they operate.

Access and Asset Protection

Open to companies that design, manufacture, distribute, install and maintain security equipment to prevent access, by physical and/or electronic means, to property and assets.

Asset and Property Marking

Open to companies that design, manufacture and/or operate cash degradation and/or property marking devices and systems.

Cash and Valuables in Transit

Open to companies that provide protected transport for cash and valuables using specifically designed and/or adapted vehicles.

Closed Circuit Television (CCTV)

Open to companies that design, install, maintain, monitor, manufacture and/or distribute CCTV products and systems.

Crowd Management

Open to companies providing stewarding and safety personnel at either indoor or outdoor events.

Information Destruction

Open to companies that are involved in the secure destruction of confidential information and/or materials.

Leisure Industry Security

Open to companies involved in the provision of security services to licensed, leisure and sporting premises.

Lone Worker

Open to companies involved in the provision of products and services to protect lone workers.

Police and Public Services

Open to companies that provide police support services and related out-sourced public services.

Security Equipment Distributors

Open to companies that distribute security equipment in the UK.

- Distributors must be able to demonstrate that they distribute the products of at least ten separate manufacturers and that they do not install any of the equipment that they distribute.
- 70% of the distributor's turnover must be in distribution to professional installers.

Security Equipment Manufacturers

Open to companies engaged in the design, manufacture and distribution of intruder alarms and associated security equipment, and/or having design and development facilities or full customer service/warranty facilities within the UK.

- Members must manufacture to all applicable British and European standards.

Security Guarding

Open to companies that provide security guarding services, including static and patrolling guards and response, mobile, keyholding, custodial and escorting services.

Security Systems

Open to companies that design, install, monitor and maintain electronic security systems and/or operate alarm receiving centres.

In order to be a member of one of following sections, a company should already be either a Principal or Associate member:

Specialist Services

Open to companies that offer specialist services such as, but not exclusively, CNI services, technical services, counter measures, surveillance, IT forensics and cyber security.

Training Providers

Open to suppliers of security (manpower and systems) and/or public safety courses.

Vacant Property Protection

Open to companies involved in vacant property protection.

Export Council

Open to all members of the BSIA that are actively involved in exporting UK-manufactured products or services.

In order to be a member of the Export Council, a company should already be either a Principal or Associate member.

Associate membership

UK Associate

Open to companies who supply products or services to, or as part of, the security industry, but which do not provide the security itself e.g. uniform suppliers, training providers, software companies, etc.

- Checks will be made by the BSIA to ensure that the company is financially sound and operates professionally.

Overseas Associate

Open to security companies registered and trading outside of the United Kingdom who would like to be updated on developments within the British security industry.

- Checks will be made by the BSIA to ensure that the company is financially sound and operates professionally.

Fees and subscriptions

All fees and subscriptions are subject to VAT in addition to the amounts shown. Subscriptions are charged on security-related turnover only.

Application Fees

Payable with the application and non-refundable whether or not the application is successful.

Principal Section Membership – **£250.00**

Associate Membership – **£250.00**

Annual Subscription Fees

Subscription fees are payable on 1st January annually. A quarterly Direct Debit scheme is available. For the first year of membership subscriptions will be reduced to the proportion representing the number of months from and including the month of admission, until the end of the subscription year on 31st December. Members will be advised in writing when their application has been approved, and membership will commence once the subscription invoice has been paid.

Principal Section Membership

For membership of your principal BSIA section the annual subscription fees are calculated as follows:

Minimum subscription fee £546.00 (For turnover less than £500,000).

Turnover:

Less than £500,000 **£562.00**

£500,001 – £1.25 million **£902.00**

£1.25 million – £18.25 million @ 72.0p per £1,000

£18.25 million – £35.45 million @ 15.7p per £1,000

£35.45 million – £58.45 million @ 7.8p per £1,000

£58.45 million – £115.80 million @ 2.9p per £1,000

£115.8 million and above @ 1.41p per £1,000

Example 1

Company with **£5 million turnover**

Turnover of £5 million @ 72.0p per £1,000

Subscription fee £3,600.00

Example 2

Company with **£65 million turnover**

First £18.25 million @ 72.0p per £1,000 £13,140.00

Next £17.2 million @ 15.7p per £1,000 £2,700.00

Next £23 million @ 7.8p per £1,000 £1,794.00

Next £6.55 million @ 2.9p per £1,000 £189.95

Subscription fee £17,824.35

Additional section membership

To join an additional BSIA section of membership, the annual subscription fee is **£306.00**

Export Council membership

To join the BSIA's Export Council, the annual subscription fee is **£433.00**

Group membership

BSIA offers group membership for additional companies under common ownership of a principal member. The annual subscription fees are as follows:

Less than £500,000 **£562.00**

Turnover between £500,001 and £1.25 million **£902.00**

Turnover between £1.25 and £5.905 million @ 69.9p per £1,000 **£4,252.00**

Turnover in excess of £5.905 million is not charged.

Associate/Overseas Associate membership

UK Associate subscription – **£1,100.00**

Overseas Associate subscription – **£1,750.00**

Note: All BSIA membership criteria, fees and subscriptions are subject to change.

Application checklist

Companies must apply for membership of ALL sections applicable to their business which are covered by the Association and for which they meet the relevant criteria. **A non-refundable application fee is payable with the application form.**

Once the membership application process has been completed successfully, you will be notified and invoiced for the first year's subscription (or part thereof). **Only upon receipt of these fees will you be admitted to membership and sent your membership certificate and a copy of the BSIA logo for your use.**

Before completing this application form, please check your BS EN ISO 9001 certification body is UKAS accredited. You can do this by telephoning UKAS on 020 8917 8400 or emailing them at info@ukas.com

Please ensure that the following items are attached to your application:

- Accounts**
A copy of the last two years accounts. If the applicant is a subsidiary, the latest statutory reports and accounts of the Ultimate Holding Company are required. Abbreviated accounts are not permitted.
- Insurance**
A copy of a current certificate of public and employers liability insurance issued within the past year.
- ISO 9001**
A copy of a BS EN ISO 9001 certificate of registration (if applicable).
- CVs**
Pro-forma CVs of all directors and the Company Secretary of the company (pro-forma attached). To validate details provided, and as part of our standard vetting process, all previous employers declared for the last 10 years shall be contacted by BSIA.
- Branches**
Details of all premises from which the company operates, including address, telephone and fax number, e-mail and branch manager's name.
- Activity listing**
Details of products/services provided by your company. This information is uploaded to the members' database and the BSIA website.
- Personnel**
Copy of company organisation chart and list of key contacts.
- Cheque**
Application fee £300 (£250 plus VAT)
Cheques should be payable to BSIA Ltd and are non-refundable.

Application form

a. Company name:

Company registration number:

Separate trade or business name (if any):

Head Office address:

Postcode:

Telephone: Website:

Fax: Email address:

b. We hereby nominate (full name and job title):

to be our representative upon admission to the Association, to receive communications and exercise all rights of membership on our behalf.

c. If more than one type of business is engaged in, state principal activity and the percentage of annual contribution it contributes:

d. Please provide a brief history of the business to include date of formation / incorporation and any name changes.
(Associate or Overseas Associate applicants – please provide a brief description of the nature of business):

e. Names of all beneficial shareholders of each class or share, with amount of shareholding, (if more than 5 shareholders, list the top five):

Shareholder 1: Percentage share:

Shareholder 2: Percentage share:

Shareholder 3: Percentage share:

Shareholder 4: Percentage share:

Shareholder 5: Percentage share:

f. Please fill in the certificate of turnover table below:

	Company Turnover £000s		Number of employees	Number of vehicles CVIT Section ONLY
	Home	Export		
Access and Asset Protection				
Asset and Property Marking				
Cash and Valuables in Transit				
CCTV				
Crowd Management				
Information Destruction				
Leisure Industry Security				
Lone Worker				
Police and Public Services				
Security Equipment Distributors				
Security Equipment Manufacturers (Electronic)				
Security Guarding				
Security Systems				
Specialist Services				
Training Providers				
Vacant Property Protection				
TOTAL				

Note: Turnover is deemed to be the total value of security products and services sold in the last financial year ended or before 31st December 2015. If the amount of turnover for the relevant financial year is not yet known, please estimate the amount. A final certificate will be requested later when the subscription will be adjusted if necessary.

g. If applying for membership of the Security Guarding Section, please state number of current contracts:

h. Is the applicant a subsidiary company? Yes No

i. Does the applicant company itself control or operate any subsidiaries in the security industry? Yes No

j. If different from the main contact, please provide contact name and job title for the following areas of responsibility:

Technical

Marketing

Quality assurance

Complaints

HR

Training

Financial

Environmental

k. Please give details of any unspent convictions or any senior executive officers of the applicant company (subject to the Rehabilitation of Offenders Act 1974).

I. Quality Assurance: ISO 9001 certificate number:

Certification Body: Certification Date:

Note: Issuing bodies must be UKAS accredited (United Kingdom Accreditation Service).

Note: The ISO 9001 certificate needs to include the British/European standards covered by the inspection, e.g. BS 7499, BS 7858, EN 15713, etc.

m. What is your motivation to join the BSIA at this point in time? e.g. Satisfy tender requirements.

n. Which of the following BSIA services do you feel will be of most value to your business?

(Rank the top five reasons with 1 being the most important and 5 being the least important).

		Rank
i	For representation to government and other key bodies	
ii	To network	
iii	For guidance on industry issues	
iv	To receive the latest industry news	
v	To become involved in developing standards	
vi	For PR / Marketing	
vii	For assistance with exporting	
viii	For discounts / services	
ix	To become involved in industry events	
x	For a rise in profile for your business	
xi	For the quality mark	
xii	Other (please specify):	

Declaration

We hereby apply for * membership of the British Security Industry Association Ltd section.
(copies of section rules available on request).

If admitted we undertake to abide by the terms and conditions of the Association (see appendix 2) which includes BSIA members wishing to resign from the Association shall give not less than six months notice in writing, and shall be bound to pay all subscriptions, levies or any other monies due to the Association until the expiry of that notice. Unless the Member provides six months written notice prior to the annual membership anniversary date then membership will automatically continue into the following year. (See Appendix 2, 3.3).

I confirm that I have received and accept all terms and conditions for the Association and membership criteria for the section/s now being applied for, and that the company complies with ALL that has been stipulated.

I confirm that our existing personnel screening arrangements are in accordance with the screening standards applicable to the section/s now being applied for.

I certify that the information contained in this application is correct to the best of our knowledge and belief and that the undersigned is duly authorised to give the above undertaking on behalf of the applicant who shall be bound thereby.

For and on behalf of (Applicant Company)

Company director's signature

Signed Name

Job title Date

Second signature (Company Secretary, Director or a Witness)

Signed Name

Job title Date

Please quote Purchase Order reference

Appendix 1 – Pro-forma curriculum vitae

Note: A separate form must be completed and signed by each Director and the Company Secretary, and any major shareholders of the applicant company. As part of our standard vetting procedure and to validate details provided, BSIA shall contact all employers declared over the last 10 years of employment history.

Personal details

Full name:

Previous surname(s): Date of birth:

Private address:

Postcode:

Nationality (if not EU):

Education and qualifications:

Position with company:

Dates with company. From: to Present

Other directorships

Held currently:

In last 10 years:

Bankruptcy

Have bankruptcy proceedings ever been taken against you? Yes No

If yes, please give date of discharge:

Disqualifications

Have you ever been disqualified by the Department of Trade and Industry from acting as a company director? Yes No

If yes, give details:

Liquidation

Have you ever been a Director or other employee of any company which has been liquidated, or to which a receiver or administrator has been appointed? Yes No

If yes, give details:

Business connections

Give details of any other business connection you now have, or have had, with the security industry:

Criminal History

Subject to the Rehabilitation of Offenders Act 1974, have you ever been convicted or found guilty, by a Court, of an offence in the country (including serious motoring offences resulting in disqualification), or have you been put on probation or absolutely/conditionally discharged or bound over after being charged with an offence, or is there any action pending against you?

Yes No

If yes, give details:

Previous employment

Please enter details of any other employment you have held during the last 10 years (or back to the date of leaving school, if less than 10 years), including HM Forces and UK Government Service. Enter the most recent first and include any periods of unemployment:

A. Name of employer:

Full address:

Postcode:

Job title:

Dates (DD/MM/YY) from: to

Immediate supervisor's name and job title:

B. Name of employer:

Full address:

Postcode:

Job title:

Dates (DD/MM/YY) from: to

Immediate supervisor's name and job title:

C. Name of employer:

Full address:

Postcode:

Job title:

Dates (DD/MM/YY) from: to

Immediate supervisor's name and job title:

D. Name of employer:

Full address:

Postcode:

Job title:

Dates (DD/MM/YY) from: to

Immediate supervisor's name and job title:

DECLARATION

I hereby confirm that the information given above is complete and correct.

Signed

Date

Appendix 2 – Terms and conditions of membership

1. INTRODUCTION

1.1 This document sets out the Terms and Conditions of membership of the British Security Industry Association, (“BSIA” or “Association”). These Terms and Conditions are valid for all categories of members as described in the Articles of Incorporation of the Association in the United Kingdom and worldwide joining or paying a subscription to the Association or after 1st March 2009. Please read this document carefully and retain it safely as your Membership of the BSIA is subject to these Terms and Conditions.

1.2 In addition to the terms and conditions set out here, your contract of membership of the Association is governed by the Memorandum and Articles of Incorporation of the Association and the bye-laws of the Association. These are available on the Association's website or can be provided to you upon request. These documents are liable to change from time to time and you will receive notification of any changes when they are made.

1.3 In addition to the above your attention is drawn to Article 21(b) of the Articles of Incorporation of the Association. This provides, inter alia, that every Member of the Association must observe the rules and regulations for the time being in force for each section of the Association. The section of the Association that you join will have rules that apply to it and which you are required to observe.

1.4 The Association may add to, vary or change these Terms and Conditions.

1.5 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. INTERPRETATION

2.1 The following definitions and rules of interpretation apply to these Terms and Conditions:

Contract: The legally binding agreement entered into by the Member with the BSIA upon their application for Membership of the BSIA being approved by the Council of the BSIA and which is subject to these Terms and Conditions.

Documents: Documents includes all data, reports, images or information whether written or electronic created, supplied, disseminated, disclosed or published by or in the name of the BSIA in any form whatsoever whether to its Members or any other person or organisation in the United Kingdom or elsewhere and shall include without limitation any drawing, map, plan, diagram, design or picture recorded or stored at any time on any tape, disk or other device or medium capable of recording data in any form.

Intellectual Property Rights: all patents, trademarks, rights, copyright and related or similar rights, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for any renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Membership: Membership of the BSIA constitutes a legally binding contract between the Member and the BSIA under which the member agrees to comply with these Terms and Conditions, the Memorandum and Articles of Incorporation and all other rules referred to in paragraph 1.3 above, including the payment of any monies required to be paid to the BSIA by the Member under the above as consideration for the services that the BSIA agrees to provide to its members.

Wherever the expression “Member” is used in these Terms and Conditions it shall include all forms of Membership of the Association and Associates of the Association.

Trade Mark: The Trade Mark of the Association that which is registered under the Trade Marks Act 1994 at the Trade Marks Registry under reference number 2426242. Where used the term “logo” shall have the same meaning as Trade Mark.

2.2 These Terms and Conditions shall:

- (a) apply to and be incorporated into the Contract between the Member and the BSIA; and
- (b) prevail over any inconsistent terms or conditions contained or referred to in any other document supplied by the BSIA, (save for the Memorandum and Articles of Incorporation of the Association), or by the Member, or to the extent permitted by the relevant law, implied by law, trade, custom, practice or course of dealing.

2.3 The prospective Member's completed application form and fee constitutes an offer by the prospective member to join the BSIA on these Terms and Conditions. Written notification by the BSIA that the Council of the Association has approved the prospective member's application shall constitute acceptance by the Association of the prospective member's offer subject to these Terms and Conditions whereupon a legally binding contract shall be formed.

2.4 Notices may be served by the Association or by a Member in any manner permitted under the Articles of Incorporation of the Association.

3. COMMENCEMENT AND DURATION

3.1 The services and benefits of Membership of the BSIA, together with all and any rights to benefit from the Intellectual Property rights of the BSIA shall be supplied under a contract of membership from the date that the Association notifies the prospective Member that their application to join the BSIA has been accepted.

3.2 Membership of the BSIA shall be continuous until it is terminated either by the Association in accordance with these Terms and Conditions, including the provisions in the Memorandum and Articles of Incorporation, or by the Member giving notice to the Association of their intention to resign from the BSIA.

3.3 A Member of the BSIA wishing to resign from the Association shall give not less than six months notice in writing to the Secretary of the Association and shall be bound to pay all subscriptions, levies or any other monies due to the Association until the expiry of that notice. All rights of the Member shall cease on the expiry of the period of notice including the right to use the BSIA registered logo and the member shall thereafter continue to be bound to observe the obligations imposed by paragraph 6 below.

3.4 Upon ceasing to be a member of the Association, whether this be on the expiry of a period of notice, or expulsion from the Association or for any other reason, the Member shall not have any claim upon or interest in any asset, funds, monies or property whether real, personal or intellectual of the Association.

4. MEMBERS' OBLIGATIONS

4.1 All members are required to observe the provisions of these Terms and Conditions, the Memorandum and Articles of Incorporation of the Association and any bye-laws, rules, regulations or codes of practice which are in force at the time the Member enters into membership. The Association is entitled at any time to amend any of the foregoing or adopt additional provisions that require the compliance of the Member.

4.2 Any Member who fails to observe any of the provisions referred to above, or any requirement imposed upon a Member under the authority of the Articles of Incorporation, the Bye-laws or these Terms and Conditions shall be liable to be dealt with in accordance with article 24 of the Articles of Incorporation of the Association.

4.3 All members are required to supply a completed declaration to the Secretary of the Association within one month of the end of the Calendar year or at such intervals as the Secretary may require and in such form as the Secretary of the Association shall reasonably require.

4.4 All fees, subscriptions and any other monies payable to the Association shall be payable at such time and in such manner as from time to time are determined by the Council of the Association.

4.5 Subscriptions shall be payable annually in advance, save that the Secretary of the Association in his absolute and unfettered discretion may vary the terms of payment. In the event that the terms of payment set by the Secretary are breached by the member then the entire sum outstanding shall be immediately due.

4.6 The Association shall be entitled to charge interest on any monies owed to it by a Member at a rate of 3% above the Bank of England base rate applicable at the time the Member fails to make payment to the Association.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 As between the Member and the Association, all Intellectual Property Rights and all other rights in any documents produced by or on behalf of the BSIA shall be wholly owned by the Association.

5.2 The Association licenses all Members, with the exception of Honorary Members, to make reasonable use of the BSIA registered Trade Mark, subject to all use being in accordance with the Association's Corporate Identity guidelines, which the Association may amend at any time.

5.3 Upon a Member ceasing for any reason to be a Member of the Association this licence shall automatically terminate and the former Member shall forthwith remove the BSIA's registered Trade Mark from all publications, literature, documentation, websites or any other medium in whatever form whether this be in the United Kingdom or elsewhere.

5.4 The Licence granted by the Association to the Member shall extend solely to permit the use by the Member of the BSIA's Trade Mark and not for any subsidiary, associated company or unincorporated organisation connected to the Member.

6. CONFIDENTIALITY

6.1 The Member shall keep in strict confidence all documents and other information concerning the business of the BSIA that he shall receive from the Association or any person who may reasonably be regarded as representing the Association other than that which the BSIA authorises in writing to be disclosed.

6.2 The Member may disclose such information as is referred to in paragraph 6.1 above to the employees and officers of the Member Company only or to the representatives of another Member Company.

6.3 The Member shall ensure that its employees, officers, representatives and agents to whom it discloses such information as is referred to in paragraph 6.1 above complies with all the provisions of these Terms and Conditions and shall make good all losses that result from any direct or indirect failure to so observe.

6.4 The Member shall not use any information or document referred to in paragraph 6.1 for any purpose other than that permitted by these Terms and Conditions and all such information and documents shall at all times remain the property of the BSIA.

6.5 The member shall not at any time during their period of membership or at any time thereafter whether directly or indirectly make or publish or otherwise communicate any derogatory statements which might damage or lower the reputation of the Association.

6.5 The provisions of paragraph 6 shall survive the termination of this contract, which shall include any way in which Membership may cease.

7. LIMITATION OF LIABILITY

7.1 This condition sets out the entire financial liability of the BSIA (including any liability for the acts or omissions of its employees, agents (including other members), consultants, and subcontractors) to any Member in respect of any breach of these Terms and Conditions or any use made by the Member of the Services provided by the Association, including any use or reliance upon document which has the appearance of being adopted by the Association or which is published or supplied by the Association or any advice, guidance or opinion offered by the Association.

7.2 All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from these Terms and Conditions.

7.3 The Association shall not be liable to any member for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

7.4 The Association's total liability to any member in contract, tort (including negligence or breach of any statutory duty), misrepresentation, restitution or otherwise arising in connection with the provision of any part of its business shall be limited to an amount equal to half the last annual subscription of the member.

8. DATA PROTECTION

8.1 It is agreed that the BSIA will collect certain information about members, prospective members and individuals connected with prospective members or connected to prospective members, "data subjects", in the course of considering an application for membership from a prospective member and, if the applicant is admitted into membership during the entire period of membership. This information will be processed for the purposes described in paragraph 8.4 below and for the general administration of the Association. Information may be passed to legal advisers, loss adjusters, insurers or reinsurers, or the agents of the foregoing for administrative or other purposes. This may involve the transfer of information to countries which do not have data protection laws.

8.2 Upon submitting an application for membership a prospective member consents to the Association processing data obtained from the prospective member in order to consider the application, for the purposes stated above and to retaining that information for a period of 6 months after the determination of the application in the event that the application is unsuccessful

8.3 Upon entering into membership the member consents to the Association processing data obtained from the Member in any way necessary to the Administration or furtherance of the Association and in addition for the purposes described in paragraph 8.4 below for the entire period of membership and for a period of 1 year following the termination of that membership by any means.

8.4 The purposes for which data obtained from or relating to a member may be used by the Association, in addition to those set above shall include advertising, marketing and public relations, the keeping of accounts and records, the administration of membership records, the trading or sharing of any data held, the provision of consultancy and advisory services or members or others, the prevention of crime and the prosecution of offenders.

9. FORCE MAJEURE

9.1 The Association shall have no liability to the member under their contract with the Association if the Association is prevented from, or delayed in performing any service for the Member or from carrying on its business as a Trade Association by acts, events, omissions or accidents beyond its reasonable control including (without limitation) strikes or industrial disputes, failure of a utility service or transport network, act of God, war, riots, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, fire, flood, storm or default of subcontractors.

10. SEVERANCE

10.1 If any provisions of this agreement (or any part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement and the validity and enforceability of the other provisions of this agreement shall not be affected.

11. ENTIRE AGREEMENT

11.1 These Terms and Conditions, together with the Memorandum and Articles of Incorporation of the Association, the Bye-laws and any rules made under the authority of the foregoing shall constitute the whole agreement between the Association and the member and shall supersede any previous agreement and shall prevail over any purported agreement, written or otherwise, between the Association and the Member.

11.2 The Member acknowledges that, in entering into this Contract, it has not relied upon and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) made by or on behalf of the Association.

11.3 Nothing in this condition shall limit or exclude liability for fraud.

12. ASSIGNMENT

12.1 The rights of the Member shall be personal, shall not be transferable and shall cease upon the member ceasing for any reason to be a member of the Association.

13. NO AGENCY

13.1 Nothing in these terms and conditions shall be deemed to constitute a joint venture of any kind between the Association and the Member nor constitute the member as the agent of the Association for any purpose. No member shall have any authority to act as agent, or to bind, the Association in any way save where the Association specifically authorises so in writing.

14. RIGHTS OF THIRD PARTIES

14.1 A person who is not a party to this contract shall not have any rights under or in connection with it.

15. GOVERNING LAW AND JURISDICTION

15.1 This contract and any dispute or claim arising out of it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

15.2 The parties to this contract irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the contract or its subject matter.



October 2016

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