

MCA Membership Terms and Conditions

1 MCA Membership

1.1 MCA Membership is open to all firms with a UK consultancy service, and which comply with the Association's membership criteria.

1.2 All MCA Members are responsible for ensuring that they comply with the MCA Rules of Association and any other terms as the MCA Board may decide from time to time.

2 Joining the MCA

2.1 When applying to join the MCA on behalf of your company or organisation, by completing a Membership Application Form you are:

- confirming that you are authorised to apply to join the MCA on behalf of the company or organisation whose name appears in that form
- agreeing, on behalf of that company or organisation, to these Membership Terms and Conditions and the MCA Rules of Association.

2.2 If the MCA accepts the application, the MCA will confirm that acceptance by e-mail or by letter. An agreement will be created between the MCA and your company or organisation (where you have applied on its behalf) when the MCA sends that confirmatory e-mail or letter.

3 Membership Services

3.1 So that each Member firm benefits fully from membership, a representative from the firm is required to provide the MCA with a list of relevant company contacts.

3.2 Access to the Membership Services, and to any data, information and materials made available through them, is limited to employees and Associates of Member organisations, provided that any Associates have an email address provided by that member firm.

3.3 The Member must notify the MCA as soon as possible if there is any change in the person within the Member's organisation who is responsible for liaison with the MCA (namely the Council Member) or if there are any changes in their contact details.

3.4 The Member agrees to provide a list of company contact details which the MCA will maintain for the purposes of communicating information pertaining to the membership. The contact information will include employee name, position, email address and phone number.

3.5 Each of the MCA and the Member shall, at its own expense, ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications including: (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) ("UK GDPR"), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) ("Data Protection Laws").

3.6 Any personal data provided to us will be processed in accordance with Data Protection Laws. We ensure the highest security measures are in place to protect all of the data we process. Details of how we use any personal data you give us is set out in our Privacy Policy which can be accessed via our website or by contacting our Data Protection Officer at jackie.loughridge@mca.uk.

3.7 The Member will update the MCA with any employee contact detail changes to ensure information is up to date and the company are attaining the most from their membership.

3.8 The MCA reserves the right at any time to change, add to, remove or edit any of the Membership Services.

4 Third Party Services, Goods and Links

4.1 If the Member purchases or acquires goods or services from any third parties, even if the Member has been directed from the MCA website to them, any contract entered into with those third parties and any use made of their website is a matter between the Member and the third parties. The MCA has no liability for the quality or type of services or goods provided by any third party it may mention or to whom the MCA website may be linked. It is for the Member to make its own judgement about them.

4.2 Any opinion, advice, statement, service, offer, or information or content provided or made by any third party or on any site to which the MCA website is linked, is that of the author or provider, and not of the MCA.

4.3 The MCA does not make any representation or give any warranty about any other websites or any opinion, advice, statement, offer, information or content on them. The MCA have no control over their content or availability. The MCA will not be liable for any loss or damage caused by or in connection with use of, or reliance on, any content, goods or services available on or through any other website.

5 Intellectual Property Rights

5.1 The content and information on and services provided via the MCA are protected by copyright, database rights and other intellectual property rights.

5.2 Members may read, print and download parts of the material and information published by the MCA in the ordinary course of the Member's business, but neither the Member nor any User may make any profit from the use of that material or information nor republish, or disseminate any of it, or exploit it for commercial purposes, without first obtaining the MCA's written permission.

6 Use of MCA Logos

6.1 Members are encouraged to use the MCA membership logo, the MCA Consulting Excellence logo and MCA Awards logos for branding and communication purposes where appropriate.

6.2 As soon as any firm ceases to be a Member of the MCA it must stop using the MCA membership logo and the MCA Consulting Excellence logo and must immediately remove it from business stationery, promotional materials and its website.

7 Fees and Payment

7.1 The subscription fees payable are those in force at the date and time the membership is approved by the MCA Membership Committee. Subsequent annual fees will be based on Annual Fee Income Declarations.

7.2 Payment of subscription fees will cover access to the Membership Services provided free of charge to Members during the Membership Term.

7.3 The Member undertakes and warrants that all details provided for the purpose of joining the MCA will be correct.

7.4 Subscription fees are exclusive of Value Added Tax and all similar taxes or duties. The Member shall, on receipt of a valid VAT invoice from the MCA, pay to the MCA any additional amounts in respect of VAT as are chargeable. For the avoidance of doubt, that will include any supplies made by the MCA to a UK fixed or business establishment of a non-UK recipient.

7.5 Subscription fees shall be adjusted annually to reflect the impact of inflation and will be based upon the annualised CPI to the end of May each year and approved by the MCA Audit Committee.

7.6 If the Member fails to make any payment when due under these Membership Terms and Conditions, the MCA may suspend access to any or all of the Membership Services until the payment is made, without prejudice to any other rights or remedies the MCA may have.

7.7 Any requests for the payment of subscription fees by instalments must be made to and approved by the MCA's Director of Finance, HR & Operations. A 2% administration fee applies to subscription fees paid by instalments. All repayment instalments are due in full by 31st December of each year.

7.8 MCA invoices must be paid within 30 days. Where payment is subject the provision of a PO number, such PO number shall be provided to the MCA promptly on request. The MCA may issue an invoice without a PO number if a Member has not provided a PO number within 14 days of the MCA's request. The MCA reserves the right to charge interest on late paid invoices at the rate of 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

7.9 MCA membership is automatically renewed annually. As per the MCA Rules of Association, any resignations must be in writing and sent to the Chief Executive. All members are required to give 9 months' notice of resignation.

8 Member Obligations

8.1 All member firms are required to complete the Annual Industry Return and/or Fee Income Declaration and the Consulting Excellence Declaration by the designated due dates.

8.2 Member firms and their representatives are required to treat other MCA members and the MCA staff team with respect and professional courtesy.

8.3 Members must ensure that they and their representatives and delegates who may attend MCA any event and or be involved in MCA activities are familiar with and at all times act in accordance with the MCA Competition Compliance Manual a copy of which is attached. The Manual has been approved by the MCA Board. Please note that MCA has the right to update the Manual from time to time and if it does so each Member will be informed that such an update has taken place. Failure by any Member or its representative or delegate to comply with this clause 8.3 and/or the requirements of the Manual will give MCA the right to suspend and or terminate the membership of the Member concerned.

9 Confidentiality

9.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party except as permitted in clause 9.2.

9.2 Each party may disclose the other party's confidential information:

- to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these terms and conditions. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these terms and conditions.

10 General

10.1 These Membership Terms and Conditions together with the MCA Rules of Association and the Membership Application Form contain the entire agreement and understanding between the MCA and the Member. They supersede any earlier agreements, understandings or arrangements (whether oral and written) relating to the subject matter of these Membership Terms and Conditions.

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