

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 Bylaws.

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 and will be kept indefinitely.

3.5 Any personal data provided to us will be processed in accordance with the General Data Protection Regulation 2018, and all other applicable Data Protection Laws. We ensure the highest security measures are in place to protect all of the data we process. Further details are available from the Privacy Policy which can be accessed via our website or by contacting our Data Protection Officer.

3.6 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.

3.7 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.

7.5 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.

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

7.7 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.

7.8 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 any MCA event and or be involved in MCA activities always act in compliance with all applicable European Union and United Kingdom competition legislation including but not limited to Articles 101 and 102 of the Treaty on the Functioning of the European Union together with the United Kingdom Competition Act 1998 and Enterprise Act 2002). Without prejudice to the generality of that requirement no Member shall

8.3.1 discuss with any other Member any non-public strategic information about its commercial policy or activity including, but not limited to, current or future pricing, service/product plans and offerings, wage rates or supplier prices;

8.3.2 enter into any agreement or joint practice which has the objector effect of preventing, restricting or distorting or competition in a way which is unlawful.

Failure by any Member or its representative or delegate to comply with this clause 8.3 gives the MCA the right to suspend and or terminate the membership of the Member concerned by simple notice in writing.

9 General

9.1 These Membership Terms and Conditions together with the MCA Rules of the 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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