



Providing The Voice And Support For Independent Motor Dealers

INDEPENDENT MOTOR DEALERS ASSOCIATION MEMBERSHIP AGREEMENT

General

1. These terms and conditions form the entire agreement ('the Agreement') between the member and the Independent Motor Dealers Association.
2. These terms and conditions are subject to the law of England and Wales, and the parties submit to the exclusive jurisdiction of the English Courts.
3. Each Party undertakes to keep confidential all information (written or oral) concerning the business affairs of the other that it shall obtain or receive as a result of the discussions leading to or the entering into the agreement.
4. This agreement constitutes the entire agreement between the Parties in relation to the services and supersedes all prior agreements, undertakings, or other related communications.
5. If any part of this Agreement is held unlawful or unenforceable that part shall be struck out without it affecting the remainder of the agreement.
6. No one other than the Parties and their permitted assignees (if any) shall be entitled to benefit from the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
7. The Headings in this agreement are intended for guidance only and do not have any contractual effect.
8. Both parties will at all material times act in utmost good faith in relation to this agreement.

Subscriptions

9. The Independent Motor Dealers Association shall grant the member non-exclusive rights to access and to use the Services upon the terms of the Agreement, which shall commence

upon the date the member first subscribes to the Services ('the Subscription Date') and shall continue unless and until terminated by either Party pursuant to this agreement.

10. The member shall make an agreed payment to The Independent Motor Dealers Association ('The Membership Fee'), in return for the member to access and use the services provided by the Independent Motor Dealers Association.

11. The INITIAL Membership Fee will be nil until 19/01/2019*. The initial period of the agreement will be twelve months. Termination

12. The Agreement may be terminated by the member giving the Independent Motor Dealers Association not less than 30 days written notice.

13. The Independent Motor Dealers Association may, without prejudice to its other rights or remedies, terminate the Agreement by giving written notice to its Client in the event of: a) The dissolution or liquidation of the member's corporate identity, any declaration of insolvency by a competent court, or the appointment of a receiver or administrator in respect of the member. b) Monies owing to the Independent Motor Dealers Association by the member being in arrears and unpaid 7 days after the same shall have become due (whether legally demanded or not). c) The member being in serious or persistent breach of any of its obligations under the Agreement. d) The sale of all or substantially all of the member assets, or the transfer of a controlling interest in the member to an unaffiliated third party.

14. The rights and duties created by clause 3 shall survive the Termination of the agreement.
Payment Provisions

15. All invoices shall be payable in full within 30 days of the date of invoice save where any one invoice is outside the terms for payment, when all invoices shall fall due for payment forthwith.

16. All prices are quoted exclusive of Value Added Tax, which shall be additionally payable, by the member in the manner and at the rates prescribed by law.

17. The subscription fee shall be nil until 19/01/2019.

18. If the member does not pay the Independent Motor Dealer Association invoices when they are due, then without prejudice to its other rights and remedies, the Independent Motor Dealers Association may: a) charge interest on the amounts overdue from the due date until the date of payment at the rate of 2% per month; and b) suspend performance of its obligations under the agreement until payment is made. Liabilities

19. Each party undertakes to perform its obligations under the Agreement with all due care and diligence and in a manner that does not infringe, or constitute any infringement or misappropriation of, any copyright or trade secret of any party.

20. The Independent Motor Dealers Association liability in respect of any advice, goods or services provided within the year shall be limited to the annual subscription. I hereby confirm

acceptance of the above terms and conditions. I am duly authorised to enter into this agreement.

Signed _____

Name _____ Position Date _____

Company _____

What you NEED to do NOW.

To ensure quick registration and acceptance to the IMDA hub, please send the following IMMEDIATELY to members@theimda.co.uk

- Full Name (First and surname)
- Trading name / Full Address inc Post Code
- Land Line and Mobile Number
- Email address (Please ensure this is correct)
- UK VAT Registration Number
- Proof of Motortrade Insurance policy
- 2x Trade References/Contacts details.

The IMDA cannot allow access to the hub without these documents.