



Members Welcome Pack
(Suppliers)

Introduction

Welcome to the Independent Motor Dealers Association. The only association in the UK that represents independent motor dealers, is run by dealers for dealers and is a not for profit organisation. All money raised from membership fees and donations goes into providing a voice and support for our members.

As a member that will be supplying goods or services, there is a separate Code of Conduct which we expect you to observe when dealing with IMDA members (motor dealers). The members will have the opportunity to leave reviews about your business for other members to see.

You will have the option to make changes to your advert that is displayed on the member's hub so if you want to offer special deals for the members then this great way to connect with potential customers.

You will be listed as an approved supplier so all members know they are dealing with a reputable business. You will notice that some suppliers will also be listed as a *supporting* supplier. This is a business that has made a financial donation to the IMDA in addition to their membership fee and enhances their reputation within the Association.

Inside this pack you find useful information, Code of Conduct and the Membership Agreement. Please read through all the contents before signing the last page and returning to the IMDA.

Essential Information

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IMDA Suppliers: Code of Conduct

Introduction

This code of conduct has been drawn up by the Independent Motor Dealers Association to reflect the standards expected from Suppliers when conducting business with members (Motor Traders) of the Association. As a Supplying member it is assumed that you will observe the Code of Conduct at all times.

Definitions

Supplier: A person or business that has joined the Association for the sole purpose of supplying good or services to members (Motor Traders) for financial gain.

Motor Trader: A person in business in the retail motor trader selling cars in a professional capacity

Code of Conduct:

1. Suppliers to act with honesty and integrity at all times.
2. Suppliers to support and promote the core values of the Association and not to bring the Association into disrepute.
3. Suppliers to make clear what product or service they are offering and not lock a Motor Trader into an agreement any longer than what is reasonable.
4. Suppliers to draw attention to any terms and conditions that would be considered onerous to a Motor Trader.
5. Suppliers to offer their product/services at a price equal to or lower than what would be available to a Motor Trader who is not a member of the Association.
6. Suppliers using the IMDA logo must observe brand guidelines at all times.
7. Suppliers must not supply data or images supplied by IMDA members to third parties without the express permission of the member and/or the Association.
- 8.

Signed: _____ Date: _____

Name: _____ Company: _____

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 Membership Fee of £500 (+VAT) shall be payable yearly in advance. 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 90 days written notice to expire at the end of the initial period of the agreement, or on any subsequent anniversary of the Subscription Date.
13. Failure to give notice by such deadline shall mean that the Agreement shall continue and the member shall be liable to pay the Membership Fee up until the following anniversary, provided that the Independent Motor Dealers Association may at its sole discretion allow earlier termination upon payment by the member of a cancellation charge.
14. 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.
15. The rights and duties created by clause 3 shall survive the Termination of the agreement.

Payment Provisions

16. 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.

17. 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.
18. The subscription fee shall be £500 (+VAT) per year.
19. 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

20. 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.
21. 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

Address