



Additive Manufacturing UK

MEMBERSHIP

TERMS & CONDITIONS

Definitions

In this document the following expressions shall have the meaning assigned to them below

“Additive Sector” The technology scope of companies that can be members of AMUK. Covering all aspects of the additive manufacturing valuechain in the UK, including, but not limited to; Materials, Gases, AM Machines, Inspection Equipment, Testing Equipment, Material Handling, Post Processing, Software, Design, Simulation, Training, Consultancy and Research and Development.

“AMUK” Additive Manufacturing UK (AMUK) is a brand wholly owned by the MTA and used for the promotion of membership services and benefits provided by the MTA for the additive manufacturing and engineering sector. Trade mark registration number UK00003756333.

“Application” The form which is submitted by the Applicant to apply for Membership of AMUK

“Applicant” The company or entity applying for Membership of AMUK

“Board” The MTA Board of directors as appointed in line with the MTA Articles of Association

“AMUK Board” The AMUK Board as appointed in line with the MTA Articles of Association

“Contract” These Terms and Conditions, the related Application/Renewal Form & the relevant terms of the MTA Articles of Association/MTA Membership Terms & Conditions

“Fees” All sums due from the Member under this Contract from time to time.

“Member” Any company who has been accepted into any class of membership. Sub-classes of membership are:

“Associate Members” A class of Membership for those Applicants who provide support services to users of additive technology but are not within the direct additive sector

“Educational Members” A class of members comprised of schools and colleges who have an interest in promoting an interest or providing educational services/resources to students in relation to the additive sector

“Full Members” A class of members comprised of companies providing goods or services within the Additive Sector and users of the technology which makes up the additive sector.

“Group Membership” A class of members for parent companies in the Additive Sector who wish relevant subsidiaries within their business structure to access AMUK services

“Research & Development Members” A class of membership for those Applicants who perform research and development activities.

“Membership Activation Date”

The later of (a) the date upon which the Applicant is approved for membership and (b) the date upon which it paid its first membership subscription in full

"Membership Period"

The period of membership starting on renewal of an existing membership or acceptance into active membership and ending on the next renewal date

"MTA" The Manufacturing Technologies Association, incorporated and registered in England and Wales with company number 00154271 whose registered office is at 62 Bayswater Road, London W2 3PS.

“Number of Employees” For the purposes of this Contract the number of employees shall be the total of full and part-time individuals employed by the Applicant/Member within the sections of their business whose activities are primarily concerned with technology which makes up the Additive sector.

“Qualifying AMUK Member”

A company who remains in membership for 12 consecutive months following their membership activation, has paid all membership fees due in relation to that period in full to MTA in cleared funds and who is in active membership at the time of the exhibition.

“Renewal Form” The contract by which an active AMUK member extends their membership for another 12 months

“Service Providers”

Any third party whose products or services MTA or AMUK recommends or makes available to the Member from time to time.

“Terms and Conditions” This document which applies to those applying for Membership of AMUK

“Turnover” Turnover shall for the purposes of the Contract be the annual UK turnover of the Applicant/Member’s business activities that fall within the scope of the Additive sector and for the avoidance of doubt shall include exports.

Eligibility Criteria

In order to be eligible for AMUK membership the Applicant/Member must fulfil the criteria for the appropriate class as listed below:

Full Members

- Be engaged in the additive manufacturing trade or business activities related to the Additive Sector, including but not limited to the manufacture, supply for first use, sale, distribution or application of additive manufacturing technology, equipment, consumables, software and support services.
- Be a registered UK company
- Be approved by the AMUK Board

Associate Members

- Be connected with the business activities of the Additive Sector or the business activities of those eligible for Full Membership
- Be a registered UK company
- Be approved by the AMUK Board

Research & Development Members

- Be granted the use of the title 'University' and have 'Degree Awarding Powers' and have these registered with the Office for Students

Or

- Be a high-level educational institution or facility specialising in academic or technological research within the additive sector. In case of any dispute arising as to whether any Applicant fits within this definition the AMUK Board shall decide if the institution is eligible under this criterion.
- Be approved by the AMUK Board

Educational Members

- Be registered on The UK Register of Learning Providers (UKRLP)
- Have a UK trading address
- Be approved by the AMUK Board

Group Membership

Parent companies are entitled to request a Group Membership to cover subsidiary companies, the Turnover/Number of Employees of any subsidiaries the parent company wishes to cover must be included in the Application

Subsidiary companies may apply for Membership where the parent company is not eligible

Where the parent company is eligible for Membership the Application should be submitted by the parent company.

Your Membership Contract

When submitting an Application for Membership or Membership renewal the Applicant/Member will be required to accept these terms and conditions. Acceptance of the Application by the AMUK will create a legally binding contract between the Member and the MTA (as owners of AMUK)

Membership of AMUK is subject to the approval of the AMUK Board, Applicants will have their Application/Renewal submitted to the AMUK Board for approval and the AMUK Board may exercise their discretion to approve any application.

In the event that the AMUK Board wishes to decline approval of an Applicant this decision must be communicated to the MTA Board who will have the final decision on approval of the application.

Start and Duration

AMUK membership is on a 12-month basis and will run to 1st April to 31st March

Minimum Membership Period:

Minimum Membership Period for members wishing to take advantage of the MACH Exhibition or ESC discount designated for AMUK members is 12 months and the company must fulfil all the requirements of a Qualifying AMUK Member.

Membership Fees

Once the contract has been accepted Members are liable to pay the membership fee.

Membership fees are based on tiered scales and are subject to change on an annual basis every April at the recommendation of the AMUK Board and ratified by the MTA Board as outlined in Clause 20 of the Articles of Association.

Full Membership fees are based on Turnover. The Member's Turnover will be recorded during the Application/renewal process and the appropriate membership fee will be charged in line with the appropriate band on the AMUK membership price list for the year and class of membership.

Research and Development Membership and Educational fees are based on Number of Employees. Number of Employees will be recorded during the Application/renewal process and the appropriate membership fee will be charged in line with the appropriate band on the AMUK membership price list for the year and class of membership.

Associate Membership fees are charged at a flat rate

Where a Member joins partway through the Membership Period the fee will be reduced pro-rata and the fees will be calculated from the first day of the next calendar month.

A Member may at any time apply to become a Group Member by adding a subsidiary company to their Membership by notifying the MTA in writing; at which time any additional membership fees will be calculated and applied pro-rata for the remainder of the Membership Period calculated from the first day of the next calendar month.

Payment

All AMUK Fees must be made payable to the MTA

Unless otherwise agreed, all invoices issued by MTA must be paid in full within 30 days net of their date. The Member company is responsible for paying all bank charges and transfer charges

Direct Debit:

Direct debit payments must be drawn from a bank account held in the UK

The direct debit mandate must be returned with the Application.

Should the Member fail to provide a properly completed direct debit mandate with the Application or should MTA not receive the agreed amounts under a direct debit, the total balance of the Fees then outstanding shall immediately become due

Once any sum comprising part of the fees has been paid by direct debit, it shall become non-refundable unless specifically stated otherwise in this Contract

All charges quoted in the membership pricelist are exclusive of VAT. VAT will be added to each invoice and payable in addition to (and at the same time as) the sum upon which it is due.

Non-Payment

If an invoice remains unpaid, or a direct debit fails, for a period of 3 calendar months and the MTA has issued notice that the payment is due then AMUK retains the right to cancel membership without further notice

This clause shall not be taken to invalidate the MTA's rights under Clause 7.g

If any sum due under this Contract remains unpaid 15 days after the date upon which it should have been paid, MTA is likely to incur additional administrative costs seeking payment (in addition to losing the time value of the overdue sum) the MTA reserves the right to charge the Member the following administrative charges:

Invoice Amount	Administrative charge
Up to £999.99	£40 per invoice
£1000 - £5,999.99	£70 per invoice
Over £6,000.00	£100 per invoice

Renewal

Membership will be due for renewal at the end of the Membership Period and a renewal form and invoice will be issued

Membership Categories based on Turnover:

Members are required to submit their Turnover when they receive the renewal notice in order that their payment band for the next years membership can be calculated. If no Turnover is submitted the appropriate payment band will be estimated by the AMUK based on the Member's previous submitted Turnover and figures as submitted to Companies House.

Membership Categories based on Number of Employees

Members are required to submit their Number of Employees when they receive the renewal notice in order that their payment band for the next years membership can be calculated.

If no Number of Employees is submitted then the appropriate payment band will be estimated by the AMUK based on the Member's previous submitted Number of Employees

Membership Categories based on a set fee:

Members who pay based on a set fee, will be informed of any changes to the fee as part of the renewal. No further information is required from these members.

Cancellation

Members can cancel their membership at anytime by submitting written notification to AMUK and completing a notice of cancellation form

Upon cancellation:

AMUK will promptly acknowledge receipt of any cancellation notice. A cancellation notification will not be deemed effective until the Member has received acknowledgement from the AMUK.

Access to all AMUK platforms and services will be removed at the end of the paid period

Any ancillary memberships granted by the AMUK membership will be cancelled

If the Member is a Qualifying AMUK Member for the purposes of participation in the MACH Exhibition or ESC any exhibition stand booked will no longer qualify for the Member's rates and if the Member is cancelling before completing the required 12 months of membership then any stand booked at the previous exhibition will become chargeable at the non-members rate applicable to that exhibition.

If a cancelling member has not used their full allowance of e-shots granted by membership they are not entitled to any outstanding e-shots or the value thereof.

If a cancelling member is booked to attend an AMUK event they may be required to pay additional fees or have the booking cancelled.

Membership fees are not refundable on cancellation and the cancelling member will remain liable for the fees up until the next renewal date

Expulsion

The MTA Board under Clause 22 of the Articles of Association retains the right to remove from membership an AMUK Member should they cease to conduct relevant activities or be deemed to have acted in a manner liable to bring the MTA or AMUK into disrepute.

Expelled members shall remain liable for all Fees in relation to the Membership Period.

Member Rights

For the avoidance of doubt AMUK members are not entitled to vote at the MTA Annual General Meeting.

All classes of AMUK Members are entitled and encouraged to apply for election to the AMUK Board

Member Services

Members of AMUK are entitled to those benefits listed on the AMUK Website appropriate to their class of membership.

Restrictions Upon Members

Members of the AMUK shall not enter into any discussion or conduct that may infringe applicable anti-competitive law. This applies not only to formal meetings but informal meetings and discussions with other AMUK members.

Members must not pass on or allow non-member companies to benefit from AMUK Member Services

For the avoidance of doubt this restriction includes any parent or subsidiary company of the Member who is not listed in the Application form and covered under a Group Membership

Continuity

Where a Member has been in membership prior to 01/04/2023 without break, the AMUK Board is not required to approve the application.

Where a Member who entered into Membership prior to these terms and conditions coming into force would no longer be eligible for Membership, the MTA may at their discretion choose to allow the Member to remain in Membership

The MTA retains the right to modify or update these terms and conditions when necessary; members will be informed of any material changes to the conditions or services provided.

Data Protection

By signing the contract, you hereby consent to your details being stored and used by the MTA for the purposes of providing membership services and communicating with you about relevant events and opportunities. Details will be securely stored within the MTA's CRM system. The MTA will additionally be sharing this data with selected third-party contractors for the provision of relevant services.

Governing law

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).