

## **Code of Membership**

### **The Purpose of this Code**

- This Code is intended to outline and clarify some of the key issues that might affect a Member's relationship with the Chamber. It is always hoped that the terms of this Code will never need to be utilised by the Chamber in respect of a particular Member, but occasionally things do go wrong and it is in these situations where clarity with regard to the relationship proves to be vitally important for both parties.
- This Code does not provide an exhaustive list of obligations of membership, and the Code does not preclude the Chamber from doing anything (including deciding not to take a particular course of action) to which it is entitled under its Memorandum or Articles of Association, or by rule of law or statute or otherwise.

### **Some Definitions for this Code**

- Member - means a member of the Chamber, and such member might be an individual, a member of a partnership firm, or a body corporate that are each and all listed in the Register of Members of the Chamber.
- Chamber - means the Liverpool & Sefton Chambers of Commerce, and may, from time to time, consist of a President, a Board, a Member's Council, Executive Officers (including the Chief Executive) and Members.
- Code - means the Code of Membership presently in force, and which may change from time to time, and at the sole option of the Chamber.

### **Member's Obligations**

- The Member shall always act in the best interests of the Chamber.
- The name, reputation and goodwill of the Chamber are all vitally important to the Chamber and the Member shall not do anything, nor shall it fail to do something, that will have, or is likely to have, a negative effect on such name, reputation or goodwill.
- Likewise, the Chamber has numerous intellectual property rights and other proprietary rights that are all of vital importance to it, and the Member shall not do anything, nor shall it fail to do something, that will have, or is likely to have, a negative effect on such intellectual property rights or other proprietary rights.
- A Member must pay its subscriptions, and any other payments, to the Chamber on or before the due date.

### **Insolvency, Bankruptcy and Death**

- If a Member is adjudged insolvent or bankrupt, or enters receivership or administrative receivership, or makes a composition or arrangement with its creditors under the provisions of any statute or rule of law, then the Chamber may, at its own option, terminate the membership of that Member, and such termination may be with immediate effect.

- An individual Member shall cease to be a Member on his/her death or if he/she becomes mentally infirm.

### **Criminal Offences**

- If a Member is charged with a criminal offence then the Chamber may, at its own option, suspend the membership of that Member, and such suspension may be with immediate effect.
- If a Member is convicted of a criminal offence then the Chamber may, at its own option, terminate the membership of that Member, and such termination may be with immediate effect.

### **Possible Sanctions**

- Failure by the Member to comply with any element of this Code will provide sufficient grounds for the Chamber to terminate the membership of that Member.
- For the avoidance of doubt, any Member that is overdue on its subscription, or any other payment to the Chamber, may, at the Chamber's option, have its membership suspended (until full payment has been made) or terminated. In both instances the Member remains liable to the Chamber for the arrears.

### **Effect of Suspension and Termination**

- A Member that has had its membership suspended is not entitled to any refund of its subscription to the Chamber for the period of the suspension.
- A Member that has had its membership terminated is not entitled to any refund of its subscription to the Chamber.
- Any sanction or remedial action at the disposal of the Chamber under this Code is an additional right to any alternative sanction, remedial action, legal action, or other action that the Chamber may take in respect of that Member.
- Any person or organisation shall, on ceasing to be a Member, forfeit all rights to utilise, without limitation, the name, insignia, logo, goodwill, products or services of the Chamber in connection with its business, personal or social activities.

### **Changes to the Code**

- This Code may be changed from time to time by the Chamber. The Chamber will provide each Member with reasonable notice that the Code has changed, together with details of where the Member can view such changes.

Signed:.....

Date:.....