



APPLICATION FOR MEMBERSHIP

Company:
Address:

Telephone:
Fax:
Email:
Single unit/Group: **Approx turnover**.....
Company registration no: **VAT no.**.....

TANNER MEMBER

Please tick as appropriate

TECHNICAL ASSOCIATE

PRODUCT CLASSIFICATION

TANNER MEMBER:		Please tick
	Footwear	
	Garment	
	Leathergoods	
	Upholstery	
	Wet blue	
	Other (please specify)	

TECHNICAL ASSOCIATE:		Please tick
Manufacturer	Automotive	
	Chemicals	
	Care Products	
	Footwear	
	Furniture	
	Leathergoods	
	Machinery/Equipment	
	Other (please specify)	
Retailer	Brand	
	Chain Store	
	Independent	
	Mail Order	
	Multiple Retailers	
Leather Merchants		
Other (please specify)		

BLC Leather Technology Centre Limited
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CONDITIONS OF MEMBERSHIP

By making this application, we hereby apply to become a Technology Member of BLC Leather Technology Centre Ltd ("BLC") and on being appointed as a Technology Member, we accept and agree to observe the below conditions of membership (the "Membership").

FOR THE AVOIDANCE OF DOUBT THE TERMS 'MEMBERSHIP' OR 'MEMBER' ARE NOT INTENDED TO IMPLY OR GRANT ANY OWNERSHIP OR CONTROL OF THE CORPORATE ENTITY THAT IS BLC LEATHER TECHNOLOGY CENTRE LIMITED AND ANY APPLICATION TO BECOME A MEMBER IS NOT A SUBSCRIPTION FOR SHARES IN BLC LEATHER TECHNOLOGY CENTRE LIMITED. THE MEMBERSHIP GRANTS THE MEMBER ACCESS TO THE SERVICES DETAILED BELOW IN ACCORDANCE WITH THESE CONDITIONS OF MEMBERSHIP.

1. MANAGEMENT AND MEMBERSHIP

- 1.1 The affairs of the BLC Membership shall be managed by the directors of BLC or such person as they may nominate, from time to time (the "**Board**").
- 1.2 The Members of the BLC Membership shall be such persons as the Board may agree (in their sole discretion) to admit as Members from time to time and the Members shall pay pursuant to Condition 2 such subscription rate as the Board shall from time to time decide. The Board may refuse at any time to renew a Members Membership or re-entry to the BLC Membership.
- 1.3 A register shall be kept of the names and addresses of the Members.

2. SUBSCRIPTION ON INITIAL ENTRY OR ON RE-ENTRY

- 2.1 The annual subscription rate determined by BLC, from time to time, is to be paid by the member at the time of initial entry or re-entry to BLC (and for the avoidance of doubt, such sums shall be payable to BLC Leather Technology Centre Limited). The annual subscription rate on the date of entry or re-entry, will be valid for two years, following which it may be increased and such increase shall be based on the All Items Retail Price Index as published by the UK Office for National Statistics, from time to time, provide that the final decision in relation to any increase in subscription rates shall be for the Board to determine at its sole discretion.
- 2.2 Subject to condition 5, Members agree and undertake to subscribe for at least three consecutive years on entry or re-entry into Membership and shall pay the subscription rate each year.

3. RESIGNATION OF MEMBER

- 3.1 It is a condition of Membership, subject to 2.2 above, that notice of resignation from a Member will be valid only if submitted in writing to the BLC Company Secretary at least six months before the end of the subscription year and on payment, with such notice of, any and all outstanding subscription rates. For the avoidance of doubt, a Member may not resign until the third anniversary of the date of their entry or re-entry of the BLC Membership.

4. SAFEGUARDING OF CONFIDENTIAL INFORMATION

- 4.1 Members are required to undertake to treat and to require all employees, consultants or agents to treat all information obtained from BLC and which is not public knowledge nor openly published elsewhere, as strictly confidential and not to be communicated either directly or indirectly to any corporation or person not a current Member without the prior written consent of the Board (such consent will only be given by BLC if required by law). The Member shall continue to abide by this provision in the event of ceasing to be a Member.

5. TERMINATION OF MEMBERSHIP

- 5.1 The Board reserves the right to terminate any Members Membership with immediate effect, by giving notice to the Member, if:
- 5.1.1 the Member fails to pay any amount due to BLC (including but not limited to the annual subscription rate) on the due date for payment and the Member remains in default if not less than seven (7) days after being notified in writing to make such payment; or

- 5.1.2 the Member goes into administration, a voluntary arrangement, liquidation, bankruptcy, a receivership or ceases to carry on its business; or
 - 5.1.3 there is a change of control of the Member (and for the purpose of this conditions 5.1.3 "**control**" means the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise); or
 - 5.1.4 the Member is in breach of condition 4 above and (if such breach is remediable) fails to remedy the breach within a period of seven (7) days of being notified to do so; or
 - 5.1.5 in BLC's opinion, there is a conflict of interest, or potential conflict of interest, between that of BLC and the Member for whatever reason; or
 - 5.1.6 something material and adverse occurs to the Member or any person associated with the Member that, in the Board's opinion, makes it undesirable for the Member to continue in Membership.
- 5.2 Upon termination of this Members Membership for whatever reason, the Member shall:
- 5.2.1 return all samples, material and documents belonging to BLC;
 - 5.2.2 immediately cease using any intellectual property belonging to BLC (including but not limited to copyright or trade marks (save for the Leathermark which shall be governed by separate terms and conditions)); and
 - 5.2.3 immediately pay BLC the full amount of all sums due from the Member.

6. SUMMARY OF THE BENEFITS OF MEMBERSHIP

- 6.1 The following are currently free benefits of BLC Membership, which all Members are entitled to utilise:
- 6.1.1 **Priority Support** - Promptly access to qualified leather industry specialists who are available to respond to queries by telephone, fax and email.
 - 6.1.2 **Specifications** - A free service offered to all Members to provide standard leather and leather product related specifications. Development of bespoke customer specifications as required.
 - 6.1.3 **Testing** - Discounted rates (currently 30% but as may be amended from time to time by BLC) and priority service for routine testing, including restricted substances, and advanced analytical services against international specifications.
 - 6.1.4 **Problem Solving** - A discounted (currently 30% but as may be amended from time to time by BLC), rapid problem solving service that enables the cause of problems to be quickly identified and corrective actions recommended.
 - 6.1.5 **Training** - Discounted rates (as may be determined from time to time by BLC) for BLC's regular programme of practical leather training courses and seminars held at BLC or tailored courses delivered at customer sites to deal with specific company priorities.

- 6.1.6 **Technical Support** - Discounted rates (as may be determined from time to time by BLC) for on-site support anywhere in the world to carry out supplier audits, process improvements, product development or to correct difficult or persistent problems.
- 6.1.7 **Market Information** - BLC provides regular updates on standards, legislation, restricted substances, research, technical issues and environmental matters as well as topical abstracts from around the world through the Journal, the BLC website and a range of other communications.
- 6.1.8 **Leather On-Line** - Free internet access to the BLC "Leather On-Line" database covering relevant material on leather production, standards, technical and environmental topics etc.
- 6.1.9 **Legislation** - Regular updates on legislative and standards related issues that effect the global leather supply chain, encompassing restricted substances, quality, performance, labelling, trading standard issues, leathermark, due diligence, etc.
- 6.1.10 **Connections** - Free support and advice when sourcing new products and services through an international network of suppliers, manufacturers and retailers.
- 6.1.11 **Due Diligence** - In an increasingly consumer driven market, due diligence is a major issue for many companies. BLC will support the global leather supply chain by providing practical solutions to meet market demands.
- 6.2 The above benefits may be subject to change, from time to time, by the Board as to the benefit itself, charges and scope. If the Board intends to change any of the above benefits the Board shall notify the Member accordingly.

7. EXCLUDED BENEFITS OF MEMBERSHIP

- 7.1 The following shall not be included as free benefits to Members pursuant to their BLC Membership:
 - 7.1.1 Testing Services;
 - 7.1.2 Consultancy Services;
 - 7.1.3 Training Course;as these are separate services provided by BLC and are charged at different prices under different terms and conditions.

8. DISCLAIMER

- 8.1 As far as permitted by law, BLC or the Board shall not accept liability for any Member acting as a result of information or views provided by BLC, the Board or its employees pursuant to the services provided by BLC as a result of being a Member. Members should seek their own separate independent advice (where possible) when dealing with specific issues in relation to their products. Apart from death or personal injury resulting from BLC negligence, liability shall be limited to twice the annual subscription rate.

9. AMENDMENT OF CONDITIONS

9.1 These Conditions of Membership may be amended (by written notification to the Members) at any time by the Board.

10. DISSOLUTION

10.1 The Board may resolve to wind up and dissolve the BLC Membership by a majority resolution at a meeting of the Board.

For further details visit www.blcleathertech.com

We nominate the person named below to act as representative of our company:

Name: (please print)

Position:

We accept and agree to abide by the above conditions of Membership of BLC Leather Technology Centre Limited, as may be amended from time to time by the Board.

Signed:
Authorised Signatory for Company - Director/Secretary

Date:

(July 2010)

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