

MESF RULES OF MEMBERSHIP

All MESF Members fully AGREE:

GENERAL

1. To comply with the MESF Rules of Membership, as amended from time to time by the MESF Board of Directors.
2. To abide by their applicable MESF Code of Practice and to provide copies of the relevant Codes to customers, if so requested.
3. To promote the mobile electronics and vehicle security industry to the consumer.

SUPPORT

4. To support the MESF and promote its aims and objectives, including:
 - a) the achievement of customer satisfaction through the provision of quality products and professional service in accordance with the applicable Code of Practice;
 - b) the promotion and support of high standards of business and installation practice through the provision and support of staff training;
 - c) the discouragement of practices that may bring the MESF, its Members and the mobile electronics and vehicle security industry into disrepute;
 - d) to encourage fair and open competition and greater liberalisation within the mobile electronics and vehicle security industry.
 - e) to introduce suitable new Members to the MESF
5. To acknowledge and promote membership of the MESF through widespread use of the MESF logo on letterheads, product literature and point of sale materials, etc.
6. To support the MESF's activities relevant to the Member's business interests.
7. To provide the MESF with an update of the Member's turnover annually, and to inform the MESF Secretary promptly of any changes in company name, address, nominated MESF contact, business status, etc.

(Please note: MESF acknowledges all information provided to the Federation is done so in the strictest confidence and within the terms of the Data Protection Act. Only information appropriate to the furtherance of Member's business will be divulged by MESF).

MEMBERSHIP

8. Applicants for membership shall complete the prescribed application forms, comply with any instructions thereon and provide such additional information as may be requested by the Board.
 - a) such information shall remain confidential excepting the minimum information which is required to be entered on the register of Members or published in any directory of Members.
 - b) applicants to membership shall agree to be bound by the Articles of Association and these Rules and to abide by the applicable Code of Practice or similar which is adopted by the MESF.
 - c) applications shall be considered promptly by the Board which may by unanimous vote accept or reject an applicant. If a decision is not unanimous the Chairman of the Board shall have a casting vote.
 - d) the Board may request additional information from the applicant or seek commercial references before making a decision.

- e) applications shall be acknowledged promptly and decisions advised to the applicant without delay.
 - f) the decisions of the MESF Board of Directors are final and the MESF shall be under no obligation to provide any explanation regarding refusal to accept an Applicant into membership.
 - g) benefits of membership shall not be awarded until the fees due have been paid.
 - h) on acceptance of an application for membership the fees due shall be invoiced. If not paid within 60 days the application shall lapse and the Applicant shall be so advised.
9. The membership of the Company shall be divided into the following classes:
- a) Approved Installer Members who or which shall be engaged directly or indirectly in the retail/trade sale and/or installation of mobile electronic or security equipment. Approved Installer Members agree to abide by the relevant MESF Code of Practice and submit to a compliance audit. Approved Installer Members may vote at General Meetings as provided in the MESF Articles of Association. Approved Installer Members will render all reasonable assistance to other Approved Installer Members when requested. Approved Installer Members may use the term MESF Approved Installer.
 - b) Manufacturer Members who or which shall be engaged directly or indirectly in the manufacture, importation or supply of mobile electronic or security equipment. Manufacturer Members agree to promote the MESF Code of Practice. Manufacturer Members may use the term MESF Corporate Sponsor.
 - c) Associate Members who shall be persons employed in any capacity by, or customers of, persons, firms, corporations or other bodies or organisations qualified in sub-paragraphs a) or b) or d).
 - d) Branch Members who or which operate as branches of Approved Installer Members as defined in a). Branch Members agree to abide by the relevant MESF Code of Practice and submit to a compliance audit.
 - e) Affiliate Members who or which cannot be categorised in any other Member class but wish to support the Mobile Electronic and Security Federation in its aims and objectives. Affiliate Members agree to be guided by the relevant MESF Code of Practice.
 - f) Student Members who are individuals registered on the Mobile Electronics Certified Professional programme.
 - g) each Member shall be entitled to receive a certificate of membership indicating their class of membership. Any such certificate shall remain the property of the MESF and shall be returned to the MESF upon cessation of membership.
 - h) Approved Installer and Branch Members may request a Code of Practice compliance audit. A fee will be charged for this audit.
 - i) in the event of a complaint against an Approved Installer or Branch Member from a customer or another Approved Installer Member the Board may require the Approved Installer Member to undergo a Code of Practice compliance audit and/or other inspection. A fee will be charged for this audit.

j) Approved Installer and Branch Members will abide by the findings of a Code of Practice compliance audit and/or other inspection in accordance with Rule 18 (Arbitration).

10. All Members shall pay MESF Membership Fees and other MESF Fees and Payments promptly in accordance with their invoice or renewal notice terms. Memberships Fees can be paid annually in advance or at regular intervals in advance as invoiced. Membership fees once paid are non-refundable. Membership may be suspended if MESF Fees and Payments are unpaid after 30 days and not restored until arrears are paid.

11. MESF Membership is automatically renewed annually. As the MESF is a non-profit organisation and to facilitate the management of the Federation's budget, Members wishing to cease membership must give the MESF Secretary at least ninety (90) days written notice (sent by Registered Letter) of their intention to withdraw from membership.

12. The annual membership fees shall be determined by the Board of Directors. Members shall be given a minimum of 90 days notice of any increase in fees.

BOARD OF DIRECTORS

13. The MESF Board of Directors, as appointed representatives of the membership, shall have the full authority of all Members, within the terms of the MESF's Memorandum and Articles of Association, to execute the management of all the Federation's affairs.

14. The MESF Board of Directors may invite suitable individuals to serve as Directors of the Federation.

15. The Approved Installer Members present at the Annual General Meeting of the Federation shall confirm the appointment of the MESF Non-Executive Directors, the Company Secretary and the Auditor.

16. The MESF Board may amend the Rules of Membership, the Membership Joining Criteria and the Members' Code of Practice through the application of a simple voting majority.

17. The MESF Board shall determine MESF policy and MESF formal responses to relevant external issues.

ARBITRATION

18. In an effort to ensure customer satisfaction, if the MESF is approached by a customer or other Member with a complaint against an Approved Installer or Branch Member, the Approved Installer or Branch Member concerned shall:

- a) agree that MESF may investigate the complaint including any compliance audit;
- b) provide MESF with every assistance to investigate the complaint, including allowing a representative of the Federation to visit the Approved Installer or Branch Member's premises or that of the complainant customer or other customers as requested by the MESF Representative. (The cost of any compliance audit and any reasonable travel and, if required, accommodation expenses incurred by MESF in respect of this Clause shall be met by the Approved Installer or Branch Member under investigation).
- c) within reason, have a duty to rectify the problem causing the complaint;

d) if requested by the MESF Board of Directors, enter into arbitration provided by the MESF Arbitration Board, under the terms of the Arbitration Act;

e) agree that if no suitable arbitration can be found, a report will be passed to the MESF Board of Directors for its consideration.

TERMINATION OF MEMBERSHIP

19. That MESF membership may be terminated by notice:

a) if the Member commits any act of bankruptcy, makes any arrangements or composition with its creditors, enters into liquidation, administration, administrative receivership, has a Receiver appointed over any of its assets or business, or is deemed by virtue of Section 123 of the United Kingdom Insolvency Act 1986 to be unable to pay its debts, or anything analogous to the foregoing occurs in relation to it in any jurisdiction. Any monies outstanding to MESF at such time will be regarded as due for immediate payment.

b) if the Member fails to pay its Membership Fee or part thereof or other Fee or Payment within ninety (90) days of the due date. In such case, the defaulting Member shall be liable to pay in full: the outstanding Membership Fees to the next renewal date and other Fees or Payments outstanding. In the event of non-payment, sums owed shall be pursued as a debt to the MESF. Interest and fees may be charged in accordance with current late payment legislation. In such circumstances the Member concerned shall ipso facto cease to be a Member of the Federation.

20. That membership shall be terminated by decision of the MESF Board, whose decision shall be final, if:

a) the actions of a Member are considered to be damaging to MESF or may bring the Federation or the mobile electronics and vehicle security industry into disrepute;

b) in the case of a breach of the Rules of Membership or the Members' Code of Practice, and after being called on to remedy such breach, no suitable remedy is implemented or suitable arbitration can be found;

c) where a Member has entered into MESF arbitration, yet subsequently refuses to accept the award of the MESF Arbitration Board.

21. To cease to claim or indicate membership of MESF if membership is terminated for any reason whatsoever.

LAW

22. The MESF and the Rules of MESF Membership shall operate under the Laws of England.

23. That MESF shall be under no liability whatsoever to any Member, non-Member or third party for any loss, whether consequential or otherwise, unless specifically provided for under separate agreement.

24. Any Notices issued under these Rules shall be deemed to have been received within seven (7) days of posting to the last known address of the Member.