# **BALI Membership Application Form**



# Student of BALI Training Provider

This category of membership is for Students attending Commercial Training Organisations, FE and HE Colleges and Universities looking to keep abreast of industry news and developments.

Please complete this application form and return to Carly Button, Landscape House, Stoneleigh Park, Nr Kenilworth, CV8 2LG or email <a href="mailto:carly.button@bali.org.uk">carly.button@bali.org.uk</a> with the following documents:

i) Proof of enrolment

## **Section One**

**Contact Information** - Please provide full contact details.

Name			
Address			
	Town		
	County		
	Postcode		
	Country		 
Telephone number			
Email address			
Date of birth			

## **Section Two**

**Contact Information** - Please provide full contact details of your Commercial Training Organisations, FE or HE College or University.

College name			
Tutor name			
Tutor email			
College address			
	Town		
	County		
	Postcode		
	Country		
Course details			
Start date			
End date			

## **Section Three**

**Terms and Conditions & Paperwork Checklist** - Please take a moment to read over BALI's Terms and Conditions of Membership, below, and ensure you have supplied all of the correct and relevant paperwork.

Proof	of	enrolment

## Terms of Membership

### British Association of Landscape Industries ("BALI" and/or "we/our/us")

#### Terms of Membership

These are the standard terms and conditions of membership of BALI (which supplement the provisions contained in the Articles of Association). They may be varied from time to time by the Board of Directors. Notice of any variation will be given to members. [The current version of the terms and conditions is available at www.bali.org.uk] By applying for or renewing membership of BALI, each member ("you") agrees to comply with the terms and conditions from time to time in force.

#### General Terms & Conditions

- 1.1 You agree to pay to us any fees including the current BALI annual membership fee (as set by us from time to time) on demand or will submit two months' notice, in writing, of resignation prior to the start of the membership year.
- 1.2 You agree to abide and comply with BALI's Code of Conduct (as amended from time to time by us). The latest version of which is set out on our website.

1.3 You agree to cooperate fully with the BALI Quality Standards procedure which may include office and site visits performed by BALI at intervals determined by the BALI Board and subject to any BALI Dispute Resolution findings.

#### 2. Use of Information

- 2.1 As part of your application(s) for membership (including renewal applications) and/or during your membership of BALI, you may provide personal data to us ("Personal Information"). This Personal Information will be used by us for (i) considering your application(s) and (ii) if you are accepted, contacting you and/or providing information to you in respect of us, your membership and/or events organised by and/or associated with us.
- 2.2 In addition, we have a number of associated organisations who provide products, goods and/or services to our members. A current list of such associated organisations can be found on our website. If you are accepted as a member, we will provide your contact information details to such associated organisations so that they can contact you directly to discuss their products, goods and/or services. If you do not want us to provide and/or to continue to provide your information to our associated organisations, please inform us in writing to BALI, Landscape House, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2LG, or by email to: <a href="mailto:contact@bali.org.uk">contact@bali.org.uk</a>
- 2.3 We will not otherwise sell, distribute or lease your Personal Information to third parties unless we have your permission or are required by law to do so.
- 2.4 If you cease to be a member, we will, within [12] months, delete and not use your Personal Information (save that we may, where reasonably justified, keep and use information for statistical purposes and/or records of any and all complaints that we have received in respect of you and/or your employees, contractors, directors and/or shareholders).
- 2.5 If you confirm you no longer wish to continue with your application for membership we will only retain personal information on our database for a period of 12 months.

#### Committee Members

- 3.1 You hereby agree that for the purpose of the "Use of Information" section above, BALI shall include any committee(s) of BALI (including, without limitation, any regional committee(s) ("Committees").
- 3.2 If you at any time are appointed to be a member of a Committee, you may in the course of your duties be provided with (or access to) Personal Information in respect of other members of BALI. You hereby undertake that you will only use such Personal Information on behalf of BALI in accordance with the provisions set out in the "Use of Information" section above and any other instructions provided to you and/or the committee by us and agree to indemnify and keep us indemnified against any losses, damages costs and/or expenses that we may incur as a result of you failing to comply with this provision.

#### 4. Limitation of Liability

- 4.1 By applying for membership you irrevocably accept that BALI shall have no liability to you, to the extent permitted by law, for any losses, damages, costs and/or expenses that you may incur as a result of:
- (i) BALI using your information in accordance with the provisions set out above; and
- (ii) You relying upon and/or using any information provided to you by us and/or any of our associated organisations; and
- (iii) You attending any events organised by us and/or any of our associated organisations; and
- (iv) You deciding to order and/or use and/or receive any goods, services and/or products from us and/or any of our associated organisations.
- 4.2 You agree that the limitations of liability set out above are reasonable and further agree that if one or more of the above limitations and/or exclusions are at any time found to be unenforceable, the remaining limitations and/or exclusions of liability shall remain enforceable.
- 4.3 Without prejudice to the above, our total liability to you, shall be limited in any event to the annual member subscriptions that you have paid in the year to which any claim may relate.
- 4.4 Nothing in these terms & conditions excludes and/or limits liability for fraud, death and/or personal injury.

#### Law & Jurisdiction

- 5.1 These terms & conditions and any dispute or claim arising out of or in connection with them and/or your membership (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 5.2 You irrevocably agree with us that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms & conditions and/or your membership (including non-contractual disputes or claims).

### **BALI CODE OF CONDUCT (Revised Nov 2014)**

Continued membership of the association is dependent upon agreement to abide by the association's Code of Conduct detailed below:

- 1. To uphold the standing of BALI, its members, and the wider landscape industry by seeking to achieve and maintain the highest standards of business and professional expertise
- 2. To provide services only within their areas of competence and be responsible for the actions of all their staff and sub-contractors
- 3. To use appropriately trained staff and ensure on-going staff training and development
- 4. To operate in an environmentally, ethically, and commercially sustainable manner
- 5. To address client concerns promptly, maintaining professionalism and courtesy, and seek to negotiate an equitable solution in the case of a dispute
- 6. To cooperate fully with the BALI dispute resolution service (applicable to Registered Contractor and Registered Designer members only)
- 7. To identify and meet customer, legislative and regulatory requirements
- 8. To use the current 'BALI Registered' logo appropriately (applicable to Registered Contractor, Registered International, Registered Group, Registered DSO, Registered Affiliate and Registered Designer members only)
- 9. To maintain a satisfactory standard of workmanship and professional conduct, which may be subject to inspection at any time and will be subject to the association's Quality Standards Review
- 10. To ensure the regular payment of the annual membership fee

## **Section Four**

#### **Declaration**

I/WE AGREE THAT IF WE ARE ACCEPTED INTO MEMBERSHIP OF THE ASSOCIATION, I/WE WILL ABIDE BY THE BALI CODE OF CONDUCT AND TERMS AND CONDITIONS.

Signed:	
Print Full Name:	
Date:	