



Approved Workshop Scheme
Catherine House
Victoria Road
Aldershot
Hampshire
GU11 1SS
Telephone: 01252 796055
Fax: 01252 322596

Approved Workshop Scheme Terms and Conditions of Membership

All applications for, and participation within, the Approved Workshop Scheme (AWS) shall be subject to the following Terms and Conditions:

Definitions: the following expressions shall have the following meanings:

“Applicant” means the entity/individual identified as the applicant on the AWS application form

“AWS” means Approved Workshop Scheme

“Management” means the AWS Manager of Catherine House, Victoria Road, Aldershot, Hampshire, GU11 1SS

“Member” means an Applicant that has been granted membership by the Management.

“NCC” means the National Caravan Council Ltd, the legal entity that controls AWS.

“Policy Board” means a Policy Board consisting of representatives from the three signatories to the Tripartite agreement, – the NCC, the Caravan & Motorhome Club and The Camping and Caravanning Club.

1. **Application process:** Upon receipt of the Applicant’s completed application form and fee, which is non-refundable, the workshop will be considered for eligibility to join the scheme in relation to the criteria which is outlined in the prevailing Scheme criteria published by the Management. The Applicant must also show proof of appropriate current Public Liability and Indemnity insurance, agree to comply with AWS Terms and Conditions and **Code of Practice** and pay any relevant application/subscription fee by the due date.

2. **Initial assessment:** subject to clause 1 above, the Management will arrange for an assessment of the Applicant’s business to take place.

3. **Consideration for membership:** Following the application assessment the Management will consider the independent assessment report undertaken in relation to the Applicant’s business. The Applicant will be notified of the decision, which will indicate one of the following three outcomes:

a) **“Approval”** - where the Management considers the Applicant’s business to have met all the required standards pertaining to the AWS;

b) **“Deferral”** - where the Management considers that certain features of the Applicant’s business does not meet the required standard, but where the applicant has indicated that it will implement the required improvements, in such event, the Applicant will be required to implement such improvements, following which, the Management will undertake a further assessment (which may be subject payment of the prevailing re-assessment fee) in order to reconsider the Applicant’s application;

c) **“Refusal”** - where the Management considers either that the Applicant’s business is below the required standard or where no improvement program can be agreed, but subject to any right to appeal against refusal under clause paragraph 11 (e) below.

4. **Granting of membership:** In the event that the Management approves the Applicant, provided that the Applicant pays to the Management the appropriate annual subscription fee, the Applicant will become a full member of the AWS. Thereafter, until the expiry or earlier

termination of the membership, the Member shall be entitled to purchase from the Management and display appropriate AWS signage.

5. **Use of AWS logo:** The Applicant/Member expressly;
(a) Acknowledges and agrees that the AWS brand and logos are the sole property of the AWS and that nothing in the Applicant’s award shall give the Applicant any right or licence to use the AWS name or logo in any other way other than that set out in the **AWS Brand Guidelines** document.

(b) Agrees to promote the Scheme on own website by adding a scheme logo and/or referring to being a member of the Scheme and adding a hyperlink to either AWS homepage or workshop profile page.

6. **Key terms:** Throughout the duration of membership each Member may be assessed to ensure they continue to meet and uphold the scheme criteria and prevailing **Code of Practice** (a copy of which is available in the members area of the website under general documentation). The Member agrees and undertakes as follows:

(a) To fully comply with and maintain the AWS assessment criteria (a copy of which is available on request);

(b) To fully comply with the AWS **Code of Practice** and any other relevant **codes of practice** specified by the AWS from time to time;

(c) Immediately advise the Management of any material change of ownership or control of the business or the premises;

(d) Supply to the Management on request any information reasonably required relating to the Member’s business or membership of the scheme;

(e) Investigate promptly and properly any complaint or dispute referred to it by the Management relating to goods or services provided by the Member or from the business, and to co-operate fully with the Management to resolve such complaints or disputes with any customer of the Member, and to accept and implement any decision made by an independent case examiner in such complaints or disputes in accordance with **AWS IDRS** (a copy of which is available in the members area of the website under general documentation);

(f) Ensure that their customer complaints procedure complies with the prevailing **AWS IDRS**;

(g) Any complaint, however received, must be logged, showing date, name, nature of complaint along with action taken and resolution. Any such records must be made available (in a timely manner), to the Management on request, and must be retained for a period of not less than three years. The Management will be entitled to retain such records and include these within the assessment process;

(h) Allow the Management and any AWS employees, agents or representatives free access to the business for all relevant purposes, including the undertaking of assessments (which the



Management may undertake at any time during the Member's membership);

- (i) Agree to not keep the AWS employee, agent or representative waiting to commence the assessment longer than a period of 30 minutes. Failure to do so will result in a fee commensurate with the current re-assessment fee being charged and the visit being cancelled;
- (j) Acknowledge and agree that where compliance with Standards the Management reserves the right to carry out a re-assessment and charge the Member the appropriate reassessment fee;
- (k) Take all reasonable care of the property belonging to the AWS, including the AWS sign(s), as may be under the Member's care and control.

7. **Continuation of membership:** Membership shall remain in full force and effect until the 31st December of the year in which the membership was granted. Subject to the Member continuing to meet the criteria, on expiry of the original period of membership, the Member will automatically be invited to renew membership. Membership will be confirmed upon payment of the annual subscription. The invoice for the subscription will be issued during the first week of November each year on a 30-day payment basis. The duration of membership as set out in this clause is subject to the provisions of clauses 10 below.

8. **The Policy Board:** The Applicant/Member acknowledges and agrees that the Policy Board may at any time (including, but not limited to, occasions when the Policy Board has considered any reports of assessments of the Applicant's/Member's business) terminate or alter the terms of membership by notifying the Applicant/Member of such termination or alteration.

9. **Membership Fee:** Membership runs from 1st January to 31st December each year. Applications accepted during this period will be charged the prevailing annual membership fee on a pro-rated basis.

The Member acknowledges and agrees that the AWS annual Membership Fee is subject to variation and, once paid, it is non-refundable.

If the Membership Fee payment is not received by the due date shown on the invoice, the membership will lapse. This includes in the event of a default in relation to the agreed Direct Debit plan.

In the case of a multi-site, corporate or multiple van (mobile) membership, the member business agrees that all workshops including mobiles under their jurisdiction regardless of employment status will meet the full Scheme criteria and be individually assessed on an annual basis.

10. **Reasons for termination:** Membership may be reviewed, varied, suspended or terminated. The Management may also vary the reasons for termination if required, from time to time. The principal reason for termination of Membership include;

- (a) A breach by the Member of any of these Terms and Conditions or Code of Practice;
- (b) Any substantial (e.g. change of shareholding) change of ownership or control of the Member (or their business), whether this is immediate or ultimate control;

- (c) The Member ceasing to carry on trading or the appointment of a Receiver or Liquidator over any of the assets of the Member (including the business), or the Member being declared bankrupt;
- (d) The Member does not continue to fully comply with the scheme criteria - in this instance two written warnings will be given with definite time lines for compliance.
- (e) Any conduct, which in the opinion of the Policy Board, brings into disrepute or otherwise offends the integrity of AWS, its members and/or the Policy Board.

11. **Consequences of termination/suspension/withdrawal:** On termination, lapse, voluntary withdrawal or suspended from membership (howsoever caused) the Member shall:

- (a) At his/her own expense, remove all AWS signs (and any other property belonging to the scheme) from the business and return to the Scheme Manager;
- (b) Make no further use of any letterheads, promotional material or other documentation or media (including social media) displaying the AWS brand or logo or otherwise indicating AWS endorsement or membership;
- (c) Make no representation in any form that the business holds or held any form of AWS endorsement or membership;
- (d) Failure to comply with the above restrictions (11a, 11b and 11c) may result in the Member being reported to the Advertising Standards Agency (ASA), Trading Standards or any other relevant statutory / regulatory / self-regulatory body. This may constitute an offence under the Trade Descriptions Act or other relevant legislation and the Member therefore expressly undertakes to commit no such offence at any time;
- (e) An Applicant or Member shall be entitled to appeal against the decision to refuse an application or to suspend or terminate membership (as the case may be) by writing to the AWS Management within 28 days of receipt of the notice of refusal, suspension or termination. Any appeal will be decided by the AWS Policy Board.
- (f) The Management will have the ability to publicise any findings (e.g.: termination due to breach, act of misconduct, other sanctions, etc.) to whomever it wishes including the media after appeal (if any).
- (g) Following termination, lapse or suspension, the Management reserves all rights, actions or claims it may have against the Member (or business) that arose by way of any act or omission during the membership period including the right to refuse any new application from a member whose membership has been previously terminated.

12. **Access:** In the event that, at any time after termination of membership, the Member has failed to return the AWS sign(s) or any other property belonging to the AWS, the Member shall permit employees, agents or representatives of the Management to enter the business (or other relevant location) to remove all AWS sign(s) and/or other property there located. The Member agrees that it shall pay to the Management all reasonable expenses the Management incurs in undertaking such action.



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13. **Insurance requirements:** Throughout the duration of membership, the Member shall comply with the Scheme criteria, as relates to insurance. The Member shall, on request, show evidence of such insurances to the Management and any AWS employees, agents or representatives.

14. **Variation:** Management may amend or add to the provisions of the Scheme criteria, Terms & Conditions, **AWS Brand Guidelines** (a copy of which is available in the members area of the website under general documentation) and other supporting documentation, hereto by giving notice of such amendment or addition to the Member of not less than 28 days.

15. **Entire agreement:** unless varied pursuant to clause 14 above, these Terms and Conditions set out the entire agreement and remain in force between the Applicant/Member and AWS in regard to membership of the AWS and entirely supersede any previous arrangements, which may have existed.

16. **Governing law and jurisdiction:** Irrespective of the Member's location, these Terms and Conditions are subject to English Law and do not confer on any third party any benefit or any right to enforce any of these Terms and Conditions.

17. **Use of data and information:** Data captured by AWS via application form, letter, website, email or otherwise will be used as follows:

- (a) Data given on the AWS application form will be kept on a secure database for the duration of membership and for a period of no longer than 3 years following termination, lapse, voluntary withdrawal, suspension or resignation from the scheme.
- (b) Data given on the AWS application form will be displayed on the public website in the form of a business listing for current members.
- (c) Data given on the AWS application form will be used to send members important information and business opportunities from time to time via email or electronic newsletter. Members of the scheme will be given the option to opting out of receiving such information.
- (d) Data in relation to the AWS pre-requisite training requirements will be shared and received within the NCC for compliance and verification purposes.
- (e) Data will be shared with the AWS Independent Assessor (for the workshop area) upon application and prior to approval in order to carry out the application inspection process.

By signing below, I certify that I have read, understood and agree to abide by the above AWS Terms and Conditions of membership. A photocopy of this document is valid as the original.

Name:.....

Signature:.....

Date:.....