



HEVRA Bodyshop

SUBSCRIPTION TERMS & CONDITIONS

1. MEMBERSHIP SUBSCRIPTION FEES

It is a requirement of membership that all eligible sites under common ownership/control should be declared and registered into membership.

Subscriptions are calculated using the following criteria:

- a) The number of eligible sites
- b) Activities carried out at each eligible site.

2. SUBSCRIPTION PAYMENT METHODS

CHEQUE: Full amount at the point of renewal – to be made payable to HEVRA Ltd and sent to Membership, HEVRA, Santis House, Curriers Close, Coventry, CV4 8AW
CREDIT/DEBIT CARD: Please telephone Membership Admin (01242 350554)

DIRECT DEBIT: Full amount at the point of renewal

DIRECT DEBIT INSTALMENT PLAN: * Please contact Membership Admin by telephone (01242 350554) or email membership@HEVRA.org.uk for details.

**Terms and conditions apply*

3. SUBSCRIPTION

- 3.1 HEVRA membership is a contract, with the subscription period running for a 12-month period.
- 3.2 Each Member shall pay to HEVRA a subscription of amounts that HEVRA may from time to time determine.
- 3.3 Subscriptions paid by Direct Debit are auto renewable unless cancelled in accordance with Section 5.
- 3.4 Members will receive notification of their membership renewal approx 2 months prior to each renewal date.
- 3.5 Where a member pays by Direct Debit, the renewal notice will include the date(s) and amount(s) of the Direct Debit presentations for the upcoming renewal.
- 3.6 On receipt of the renewal notice, the Member should ensure all information is current and correct. If there are any relevant changes to the business affecting the subscription, e.g., its sites, activities etc, the Member must notify the Membership Admin Department in writing of such changes within 10 working days.
- 3.7 Should a subscription remain unpaid beyond its renewal date, the Member will receive further reminder notices.
- 3.8 Should a Member be one month or more in arrears of payment of its subscription, Member shall not be entitled to enjoy, receive, or participate in any of the HEVRAs membership services until the amount outstanding has been pd.
- 3.9 Should a subscription remain unpaid 3 months past the renewal date, the Member will be removed from membership and HEVRA will confirm this in writing to the company.
- 3.10 When membership ceases, the company will no longer be entitled to enjoy or receive any preferential deals or services provided by commercial partners/suppliers for the benefit of HEVRA Members.
- 3.11 When membership ceases, the company should take immediate steps to remove any HEVRA and associated signs and logos from display/use to avoid contravention of the Consumer Protection from Unfair Trading Regulations 2008.
- 3.12 Should a company wish to rejoin HEVRA after membership has ceased, the company will be required to pay the appropriate subscription and admin fees at the applicable rate for the time.

4. DIRECT DEBIT PAYERS & INSTALMENT TERMS AND CONDITIONS

- 4.1 Instalment facilities are only available through Direct Debit and upon acceptance of our Instalment Terms & Conditions
- 4.2 By taking up an instalment plan and agreeing to the associated Terms & Conditions, the Member agrees to subscribe for a minimum contract period of the current subscription and cannot cancel membership during that period, either with HEVRA or by cancelling their DD Instruction held at their bank.
- 4.3 Should a member cancel their DD instruction the Member will become immediately liable for the full outstanding balance of that subscription.
- 4.4 If membership has not been cancelled in accordance with section 5, before the renewal date, and the first DD is taken for renewal, it will be deemed that membership has been renewed for that period.
- 4.5 An instalment plan will remain in operation on a member's account until a subscription is cancelled or the payment method or number of instalments is changed (prior to renewal)
- 4.6 These Terms & Conditions apply to the entirety of the company's membership, until cancellation/amendment is received.
- 4.7 Should a member's bank details change, the Member should contact Membership immediately to obtain and complete a new DD mandate.
- 4.8 If the amount to be paid by Direct Debit, or the date of presentation changes, HEVRA will notify the Member in writing 10 working days in advance of their account being debited, or as otherwise agreed.

5. CANCELLATION POLICY

- 5.1 Once a subscription has been renewed, by full or first instalment payment, membership cannot be cancelled until the following subscription period.
- 5.2 Cancellation of membership must be made in writing 30 days prior to the renewal date by:
 - a) Letter – sent to Membership Admin at HEVRA, Santis House, Curriers Close, Coventry, CV4 8AW
 - b) Email – to membership@HEVRA.org.uk

5.3 If a member pays through Direct Debit, the Member should ensure that their DD Instruction is cancelled with their bank before their renewal date but not before the last payment due for the current subscription.

5.4 HEVRA accepts no liability for non-receipt of cancellation sent by standard 1st/2nd class post or through failure of other mediums used. If such an instance were to occur where HEVRA did not receive the communication resulting in a Direct Debit being taken, a refund would only be made upon validated proof of dispatch of the Member's cancellation notice (e.g., signature of receipt if sent by Recorded or Special Delivery, copy of email receipt etc)

5.5 All cancellations received will be acknowledged in writing by HEVRA within 5 working days of receipt. If no such acknowledgement is received the Member should contact Membership Admin to ensure receipt of their cancellation, and where necessary, resend.

6. REFUND POLICY

- 6.1 If a member does not advise HEVRA of changes which might affect its subscription and subsequently pays/renews its subscription, there will be no refund due to the Member for any difference in subscription fee which might have applied. Similarly, should a member's business activities change during a subscription period, no refund will be made, and the changes will be applied for the next renewal.
- 6.2 Upon payment (or part payment) of the subscription fee, no refund will be made for any cancellation subsequently received during that period.
- 6.3 No refund will be made in the event of a member business ceasing to trade, being sold, or where a group disposes of branches part way through a subscription period.
- 6.4 Should HEVRA fail to act on a received written cancellation notice as provided to HEVRA in accordance with section 5 which results in a Direct Debit being presented, HEVRA will refund the sum taken.

7. DEBT RECOVERY

- 7.1 Where a member paying through an instalment plan default on payments or has other issues resulting in non-payment; or where a fixed term contract is breached (such as HEVRA subscription), HEVRA will endeavour to resolve such issues internally with the Member, by telephone, email or letter.
- 7.2 Where such attempts fail, HEVRA may, at its discretion, refer the matter to an external debt recovery service to pursue the debt.

8. ENFORCEMENT OF TERMS & CONDITIONS

Failure to enforce, or non-reliance on, any of these Terms & Conditions by HEVRA on a particular occasion will not prevent HEVRA from subsequently relying on or enforcing them.

9. GOVERNING LAW

The Terms shall be construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

10. DATA PROTECTION

HEVRA is a membership organisation created to represent the best interests of its members and to disseminate information. Information, including all personal data, will be held in the strictest confidence and will not be divulged to any third party for commercial/marketing purposes. Information provided by members will be recorded on a secure database and will only be used for legitimate business purposes and to maintain your membership records, manage subscriptions, process payments, and provide the range of services available to you throughout the term of your subscription(s).

HEVRA is in full compliance with data protection legislation including the General Data Protection Regulation and the Data Protection Act 2018.

For more information see our Privacy Policy which is available online at <https://www.hevra.org.uk/> or on request. Our Privacy Policy is reviewed regularly with all updates published on the website.

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