



Technology Centre, Glaisher Drive
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Qualification Criteria for RSTA Membership – Issue 13 - September 2020

1. Application for membership shall be made in writing to the RSTA Secretariat using the standard forms, available upon request. Applicants must be operating in the UK market before applying to join.
2. Applications will be considered by the RSTA Executive Committee and the applicant informed of their decision within two months of submitting the application. The Committee retains the right to approve or reject an application by majority vote. In the event of a majority not being reached the Chairman has the deciding vote.
3. All applicants/members shall operate a Health and Safety Policy and Management System registered to ISO 18001 (Until March 2021) or ISO 45001 or one of the Registered Member Schemes of the Safety Schemes in Procurement (SSIP) <https://SSIP.org.uk/>
4. All applicants and members shall be certificated against the requirements of Quality Management Systems Standard BS EN ISO 9001 the scope of which for contractors must include reference to contracting activities within the surface treatments industry. Evidence of the applicants/member's certification to BS EN ISO 9001, issued by a UKAS accredited Certification Body, shall be provided upon request. In the case of overseas applicant's National equivalence may be recognised depending on the circumstances.
5. All applicants/members shall have an Environmental policy and operate a management system in compliance with current regulations.
6. Contracting businesses wishing to join RSTA shall be registered to an appropriate National Highway Sector Scheme e.g. 13 (NHSS13) or be taking active steps to become registered within 12 months of their application being approved if the treatments they provide are contained within the scope of the scheme. The applicant will provide the necessary evidence to support their application. For local authorities that do not hold NHSS13 registration but provide services that are included within the scope of NHSS13, they shall comply, as a minimum, with Appendix C of NHSS13 for operational staff training and competency.
7. Applicants'/members' products either manufactured or purchased to form part of an end-product shall be CE Marked as appropriate.
8. Applicants' and members' products must have appropriate Product Assessment/Certification issued by an accredited Technical Assessment Body (TAB) if this is a pre-requisite of the Sector and/or Sub-Committee they wish to join. The applicant will provide the necessary evidence to support their application as required.
9. Members shall recognise and comply fully with the RSTA Articles of Association and return a signed copy of the articles within 2 months of receipt when the latest version is submitted to members.



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10. All members must complete and return the annual SHE Reporting form within the date prescribed on the return form.
11. Private sector organizations may be required to produce written references from 3 different recognised public or private sector organisations to support their application.
12. Applicants must declare whether the company or any of its directors and executive officers have any criminal convictions or are the subject of ongoing or pending criminal proceedings in respect of their business activities. Applicants must declare whether the company or any of its directors and executive officers are the subject of any actions for insolvency or bankruptcy.
13. Members must pay their annual subscriptions in accordance with RSTA terms and conditions. Any member consistently failing to comply will be referred to the Executive Committee and may have their membership suspended until the matter is resolved. Habitual offenders may face expulsion from the Association.
14. Any member who has not paid their annual subscription by the end of January will not be allowed to attend any RSTA committee meeting until they do so. In addition, any member who has not paid their annual subscription by the end of March will not be allowed to attend the RSTA Annual Spring Conference or any other RSTA event. Any member who has not paid their sub by the end of April will have their membership suspended until they settle their account.
15. The RSTA reserves the right to request additional information at any time to preserve the individual organisation's membership of RSTA.
16. Organizations whose membership is suspended or who are expelled from the association can appeal this decision. The same applies to organizations whose application for membership is rejected.
17. Any member who resigns from the Association shall serve 12 months' notice period then have to wait a further two years before being allowed to re-apply for membership should they wish to do so. A re-joining fee shall also be charged equivalent to 50% of the annual subscription.
18. Each Member undertakes to the Association that they shall not directly or indirectly at any time whilst they are a Member or within 12 months of ceasing to be a Member, entice away from the Company any Restricted Person or procure or facilitate the making of any such offer or attempt by any other person.
19. Note: The RSTA reserves the right to update the membership criteria, as necessary. The latest version is available from www.rsta-uk.org/about.htm

“Our liability

“1.1 The RSTA shall not be liable in respect of any event of default for loss of profits, goodwill or any type of special, indirect or consequential loss, including loss or damage suffered by you as a result of any action brought by a third party even if such loss was reasonably foreseeable, or that the RSTA had been advised of the possibility of you incurring the same. Notwithstanding that all warranties are hereby excluded to the fullest extent permitted by law, in the event that the RSTA is found to be liable in damages for breach of contract (however caused) then the RSTA's total liability shall not in any circumstance exceed [£5M].



1.2 Subject in all respects to the other provisions of this clause 1 the RSTA's entire liability in respect of any single event of default shall be limited to damages of an amount equal to [£5M] in respect of your tangible property resulting from the negligence of the RSTA or any of their employees, agents or subcontractors.

1.3. For the avoidance of doubt, the RSTA shall not be liable for any loss resulting from, or in any way arising out of or in connection with, your or any other third party's:

- inappropriate use of RSTA Codes of Practice, guidance documents and/or professional advice given.
- failure to exercise reasonable levels of due care and attention when using the RSTA Codes of Practice, guidance documents or professional advice given.
- failure to exercise reasonable levels of professional skill and competence when using the RSTA Codes of Practice, guidance documents and professional advice given.

Nothing in these Terms and Conditions excludes or limits the RSTA's liability for:

- death or personal injury caused by our negligence.
- fraud or fraudulent misrepresentation.
- any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982
- defective products under the Consumer Protection Act 1987; or any other matter for which it would be illegal for us to exclude or attempt to exclude our liability".

“Entire Agreement Clause

1.1 These Terms and Conditions and any document expressly referred to in them constitute the whole agreement between the parties to this Contract and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreements relating to the subject matter of the Contract.

1.2 All parties to this Contract acknowledge that, in entering into the Contract, they have not relied on any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or the documents referred to in them.

1.3 All parties to this Contract agree that their only liability in respect of those representations and warranties that are set out in these Terms and Conditions (whether made innocently or negligently) will be for breach of contract.

1.4 Nothing in this clause limits or excludes any liability for fraud”.

Name
Organisation
Signature
Date

