



Empire Trade UK
Hubnet Ltd., Reg.Co. 5163824 VAT 840 5203 63
as Master Licensee for Empire Trade UK
Windsor Business Centre, PO Box 1477, Windsor, Berkshire, SL4 1FB
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TAX INVOICE No:

Licensee Area:

APPLICATION FOR MEMBERSHIP

Tick one of the following:

- ☐ Company Reg No.
☐ Partnership
☐ Sole Trader
☐ VAT Registered VAT No.

Company/Registered Name

Trading As

Phone

Fax

Primary Business Location

City

County

Postcode

Mailing Address

City

County

Postcode

DIRECTOR'S/PROPRIETOR'S DETAILS

Full Name:

Position: DOB:

Driver Licence No:

Mobile:

Home Phone No:

Home Address:

Full Name:

Position: DOB:

Driver Licence No:

Mobile:

Home Phone No:

Home Address:

EMAIL:
(If an email address is not supplied, a stationery fee of £5 cash per month will apply)

ACCOUNT PIN:
(Necessary to identify member when making account enquiries by phone)

Number of Membership Cards Required: ☐
(£5 cash charge applies for each extra card ordered)

WEBSITE:

DIRECTORY INFORMATION (Please provide a FULL description of all product and/or services available for inclusion in the Membership Directory)

Business can trade internationally: ☐ Yes ☐ No

MEMBERSHIP FEE

£195 + VAT received by:
(GST Inclusive) Empire Trade UK Sales Representative (please print)
☐ Visa ☐ M/Card ☐ B/card ☐ AMEX ☐ Cheque ☐ Cash
Credit Card No
Expiry Date
Name
I authorise Empire Trade UK or their appointed agent to debit my credit card for the above amount.
Signature

TRANSACTION FEES

☐ Visa ☐ M/Card ☐ B/Card ☐ AMEX
Credit Card No
Expiry Date
☐ Direct Debit form attached
I authorise Empire Trade UK or their appointed agent to debit my account for my monthly cash fees.
Name
Signature

APPLICANT STATEMENT: The applicant acknowledges having received a copy of the Rules and Regulations which set out the terms which apply to membership of the trade exchange. The applicant acknowledges that these Rules and Regulations may be altered from time to time. The applicant agrees to abide by these Rules and Regulations and to indemnify the exchange and the exchange operator from and against any loss caused by failure to do so. The applicant acknowledges that membership of the exchange does not commence until acceptance documents are issued by the exchange. The applicant consents to the exchange and the exchange operator (a) keeping and retaining a database and records of the information supplied in this application and any further personal or business information provided by the applicant in the future, and (b) to the disclosure of any such information on the website of the exchange and to the disclosure by the exchange to any entities associated with the exchange and for the purposes of marketing the exchange or the applicant's membership of the exchange.

Name 1
Print Name

Name 2
Print Name

Signature 1

Signature 2 Date

Approved by Empire Trade UK officer

Sales Consultant (PLEASE PRINT)

This application is not accepted until approved by an officer of Empire Trade UK

Member Account No:	Member Username	Facility Form attached <input type="checkbox"/>	Processed by	Date Processed
Approved Amount:				

Empire Trade UK
Memorandum of Membership Arrangements and
Operating Rules and Regulations which apply with effect from
12 November 2010

1 Preamble

- 1.1 The terms of this Memorandum constitute a Contract between Empire Trade (UK) Reg Co no 05163824 ("Empire Trade") and any member ("the Member") who has applied for membership and whose membership application has been accepted. Empire Trade has issued and will from time to time issue certain trade pounds to be known as Empire Trade Pounds ("trade pounds") and the Member agrees that this Memorandum will regulate and govern the terms of business between Empire Trade and the Member and between the Member and any other Members of the Empire Trade exchange relative to the trade pounds.
- 1.2 Trade pounds
Trade pounds are a medium of exchange between businesses and individuals who wish to exchange goods and/or services with other Members of that exchange. Trade pounds are not redeemable in cash, in part or in whole; nor can they be sold or exchanged in part or in whole for cash.
- 1.3 Empire Trade
Empire Trade is the trade exchange ("the trade exchange") Manager or Administrator responsible for carrying out the functions set out in this document.

2. What Empire Trade Will Do

- 2.1 Empire Trade will be responsible for the following:-
- (a) The organisation, maintenance, record-keeping and administration of the trade exchange;
 - (b) Assisting Members to trade amongst themselves using the trade pounds;
 - (c) Producing and maintaining from time to time a trade directory of services offered by Members;
 - (d) Issuing monthly (or such other period as Empire Trade shall consider appropriate from time to time) statements of account activity to Members;
- 2.2 Empire Trade may also at its discretion offer further additional services as follows:-
- (a) The sale of products or services of Members on such terms as it shall from time to time agree with each Member;
 - (b) The appointment of Licensees, Agents or Sub-Agents to expand the trade exchange on such terms as Empire Trade shall consider appropriate;
 - (c) The resolution of disputes amongst Members involving the use of trade pounds;

3. What the Member Will Do

- Each Member must:-
- (a) Sell its normal goods and/or services for trade pounds at the normal prevailing prices and on the same priority given cash customers but the Member may in its discretion exclude items at special prices and may at its discretion charge part cash in respect of goods and/or services;
 - (b) Pay the membership fees and other charges set out in this Agreement;
 - (c) Pay all taxes duties and charges on each transaction including (but without limiting the foregoing) all value added tax, company tax, income tax and stamp duties;
 - (d) Make its customers aware of the membership of the trade exchange;
 - (e) Comply in all respects with the terms of this Memorandum;
 - (f) Identify themselves to the seller as an Empire Trade member prior to negotiating a transaction;
 - (g) Conform to the Trade Guidelines issued by Empire Trade from time to time.

4. Transactions

Empire Trade will from time to time issue transaction instructions to Members as to the requirements to complete a valid transaction. These instructions will vary depending on the nature and amount involved in the transaction. They will also vary as Empire Trade embraces the benefits of new technology and Internet access. The member will abide by and adhere to such instructions and requirements as are current at the time of each transaction.

5. Fees and Charges

- The Member agrees to pay Empire Trade the following fees and charges (in English pounds) in connection with the services provided by Empire Trade and the administration of the trade exchange.
- a. Subject to the terms of sub-paragraph (b) hereof a transaction fee for each transaction calculated at the rate of 4.5% (or such other percentage as Empire Trade shall determine from time to time) plus VAT, of the number of trade pounds. The transaction fee is payable by the purchaser (or user of the trade pounds) of goods or services in each case and is payable at the time of the use of the trade pounds;
 - b. A transaction fee equal to 5% (or such other percentage as Empire Trade shall determine from time to time) plus VAT of the Empire Trade pound portion of any Real Estate or contractual transaction (that is a transaction which involves the use of in excess of 3,000 trade pounds) is payable.
 - c. A stationery fee of £5 cash (plus VAT) is payable monthly, unless Empire Trade receives notification from the Member that they will obtain statements of account and updated Empire Trade Membership Directory via online facilities.
 - d. An international transaction (that is a transaction across international borders or one using more than one currency) fee of an additional 1% (plus VAT) is charged on the Empire Trade pound component of all international transactions. This fee covers costs and charges associated with an international transaction and is paid by direct debit from the member's nominated bank account or credit card.
 - e. A membership fee of the sum of £195.00 (plus VAT) payable on joining.

6. Continuing Membership

- Ownership of the Empire Trade membership account resides with the member. The following conditions apply.
- a. The Member will continue to be a Member of the trade exchange until the Member gives notice of termination to Empire Trade or Empire Trade gives notice of termination to the Member;
 - b. The Member may not suspend trading within the Empire Trade Exchange without the written permission from Empire Trade where the Member owes any outstanding fees or charges or other sums due to Empire Trade;
 - c. A late payment fee may apply if fees owing are overdue.
 - d. Empire Trade may give notice to the Member in the event that any fees and charges outstanding are unpaid for a period of 7 days from the due date or if the Member in any other material way fails to adhere to the terms of the Memorandum;
 - e. Empire Trade may terminate a membership in the event of the Member becoming insolvent going into liquidation or administration or being declared bankrupt or becoming involved in any quasi bankruptcy arrangement with its creditors;
 - f. Empire Trade may terminate a membership in the event of Empire Trade becoming aware of, or believing, the Member is using the membership for unlawful purposes or to the detriment of Empire Trade and/or its other Members. This decision will be at the sole discretion of Empire Trade;
 - g. Reinstatement of former members is at the discretion of Empire Trade;
 - h. Termination of membership will not affect the liability of a member or former member for any outstanding fees or charges or any other sums due to Empire Trade.

7. General

- 7.1 Empire Trade may vary the terms of this Memorandum and these Rules and Regulations from time to time provided that Empire Trade shall give notice to Members accordingly. Such notice shall be deemed to be given when such changes are posted on Empire Trade's Internet site. The information posted on this site will be considered to be the true and accurate representation of the Rules and Regulations governing the Empire Trade Exchange. All such variations will be binding on the Members except in so far as they are patently inconsistent with the basic terms of the trade arrangement and these Rules and Regulations.
- 7.2 All contractual arrangements between Members are the responsibility of the contracting parties and Empire Trade shall have no responsibility in relation thereto.
- 7.3 Empire Trade may in its discretion arbitrate and determine disputes in relation to the passing of trade pounds and the decision of Empire Trade in relation to those matters will be final and binding on the Members.
- 7.4 Members will abide by the terms of all applicable legislation and legal requirements in relation to the operation of their businesses and transactions involving trade pounds.
- 7.5 Empire Trade may from time to time designate more than one type of trade pound account and may place reasonable requirements and restrictions on the operation of each type of account provided the member has been informed of this prior to the relevant account being established.
- 7.6 Empire Trade may collect information about the member from time to time and may retain and store that information in manual or computerised records. Such information may consist of the information provided on the membership application form and any other information which Empire Trade considers relevant about the member and such information may be updated from time to time. Such information may be published by Empire Trade (electronically or in any document) but only such information as is relevant to the business of the member may be published. Empire Trade may also disclose such information to related parties and their advisers. Members may access details of all information held by making written request to Empire Trade.

These Rules shall be governed and construed in accordance with the Laws of England, Wales, Northern Ireland, Scotland and Eire and the courts thereof shall have the sole right of jurisdiction in relation to any disputes that may arise from the terms of this Memorandum.

Last updated: 13 January 2005

Reg Co 5163824 Hubnet Ltd as Master Licensee for Empire Trade United Kingdom Ltd
t/a Empire Trade UK VAT 840 5203 63