



Terms & conditions of application

1. All companies/organisations applying for Full Membership of The Direct Marketing Association (UK) Limited - hereinafter referred to as the 'DMA' - must have a record of at least two years satisfactory trading. This will be determined by the DMA Board taking into account factors including, but not limited to, satisfactory trading and DMA member references, financial stability and in some instances whether any Principals of the company have held a similar position in a company that has gone into insolvent liquidation or has been the subject of a Disqualification Order under the Company Directors Disqualification Act 1986. The DMA Board has sole discretion to determine whether a company has, for the purposes of this application, traded satisfactorily for the prescribed period.
2. Companies/organisations applying for Associate Membership must have been trading for a minimum of three months. Where a Director of an applicant company/organisation has been a Director of a company that has ceased trading, the DMA may request financial statements or trading references relating to the previous company. This information may be taken into account as part of the application process.
3. Applicants must meet all the relevant criteria laid out in this application and be able to demonstrate, where required, compliance with the Direct Marketing Code of Practice. The Code can be found by [clicking here](#) and will be sent to applicants on receipt of their application form.
4. Subject to the above requirements having been met, provisional membership is effective upon payment of the membership fee.
5. Full membership is conditional upon a satisfactory compliance visit in order to verify that the applicant is meeting the standard in 3.above
6. The DMA Board reserves the right to reject a membership application for any reason it deems appropriate. The applicant will be notified of such a decision in writing and any membership fee refunded within 28 days of the Board's decision.
7. Membership of the DMA is not open to individuals (other than Sole Traders).
8. Members agree that if it terminates its membership with the DMA prior to the termination date during the two year fixed period it will no longer be entitled to the fixed fee discount of 5% offered by the DMA. Member agrees to repay to the DMA the discount of 5% prior to the date of termination.
9. Member agrees that if it terminates its membership with the DMA prior to the termination date during the three year fixed period it will no longer be entitled to the fixed fee discount of 10% offered by the DMA. Member agrees to repay to the DMA the discount of 10% prior to the date of termination.
10. Applicants must ensure that all information provided is, to the best of their knowledge, complete and accurate at the date of application. Where false or misleading information is provided, the DMA reserves the right to terminate membership without refund.



Terms & conditions of membership

1. A company/organisation becoming a member of the DMA is bound by the DMA's Memorandum and Articles of Association, available from the DMA on request, and in particular, is required as a condition of membership to undertake to:
 - A. Conduct its direct marketing activities at all times in accordance with the DM Code of Practice, with the British Code of Advertising, Sales Promotion and Direct Marketing, and with any other codes of practice or conduct as laid down by the DMA Board from time to time; and in such a way as not to affect prejudicially the well-being or reputation of the DMA or the direct marketing industry.
 - B. Comply with any adjudication or conclusion reached by the Direct Marketing Authority or Advertising Standards Authority and/or the related Appeals Commissioners.
 - C. Make the relevant contribution to the ASBOF levy where appropriate.
 - D. If the member wishes to promote themselves through the use of certain service codes, then they must complete and comply with the additional membership requirements associated with them.
 - E. Upon request, complete an annual 'self-assessment' of company/organisation gross profit from direct marketing (for Suppliers) or direct marketing expenditure (for Clients) and supply this to the DMA for calculating the following year's membership fee level.
 - F. Pay the requisite membership fee within 30 days of invoice.
2. The DMA Board may suspend or expel any DMA member who is found to have ceased to meet the DMA's membership criteria, or who after a fair hearing is found to have prejudiced the well-being or reputation of the DMA or direct marketing industry. The Direct Marketing Authority may suspend or expel any DMA member for a serious or repeated breach of the DM Code of Practice (subject to the right of appeal by the member to the Appeals Commissioner against a sanction imposed).
3. Members will be registered with either the Supplier or Client activity groups appropriate to their business, through which member's rights regarding the election of representatives to the DMA Board are exercised.
4. The DMA requires six months written notice of the cessation of membership. Where notice is given less than six months prior to the member's renewal date, the member will be invoiced for the balance of the notice period. When notice is given on or after the membership renewal date, the member will be invoiced for the full six month notice period. Membership will cease at the expiration of the notice period.
5. Members agree that if it terminates its membership with the DMA prior to the termination date during the two year fixed period it will no longer be entitled to the fixed fee discount of 5% offered by the DMA. Member agrees to repay to the DMA the discount of 5% prior to the date of termination.
6. Member agrees that if it terminates its membership with the DMA prior to the termination date during the three year fixed period it will no longer be entitled to the fixed fee discount of 10% offered by the DMA. Member agrees to repay to the DMA the discount of 10% prior to the date of termination.
7. Where a company/organisation ceases to be a member, it must remove all references to the DMA from its stationery, promotional material and website within a suitable period. After this date, use of the logo will be deemed an infringement of the DMA's Intellectual Property Rights.