



**APPLICATION FOR EXPLORERS AND DEVELOPERS' GROUP MEMBERSHIP**

**We (Company Name):** .....

**Address:** .....

**Telephone:** ..... **Fax:** .....

**Email:** ..... **VAT No (where applicable):** .....

apply to be admitted to members of The Explorers and Developers' Group for the year of **2024**, at a cost of **US\$ 10,000**.

By signing, we agree to the Membership Terms and Conditions attached.

**Signed by (please print name):** ..... **Position:** .....

**Signature:** .....

**For and on behalf of:** ..... **Date:** .....

**Please indicate payment method:**

- I enclose a cheque for ..... made payable to ITA Ltd.
- Bank transfer (bank details supplied on invoice)
- Please invoice me – Order No.
- Please debit my VISA / MASTERCARD card as below (5% additional surcharge)

**Card No.:** ..... **Security Code:** .....

**Commencement Date:** ..... **Expiry Date:** .....

**Cardholder's Name:** .....

**Billing Address:** .....

.....

.....

**Signature:** ..... **Date:** .....

**Privacy Policy**

By disclosing your personal information to us using this form, you consent to the collection, storage, and processing of your personal information by ITA Ltd in the manner set out in [this Privacy Policy](#).

We would like use this information to occasionally notify you about products and services we think may be of interest to you. If you would like to receive this information, please tick this box.

We do not sell, rent, or trade your personal information to third parties for marketing purposes without your express consent.



## TERMS AND CONDITIONS APPLYING TO EXPLORERS AND DEVELOPERS' GROUP MEMBERSHIP SERVICES PROVIDED BY INTERNATIONAL TIN ASSOCIATION LIMITED

1. Acceptance of your membership application to ITA's Explorers and Developers' Group (hereafter referred to as "The Group") constitutes an agreement made in England between you and International Tin Association Limited (Company Number: 2994115) whose registered office is at Unit 3, Curo Park, Frogmore, St. Albans, Hertfordshire, AL2 2DD, United Kingdom and is governed in all respects by English Law and the Parties submit to the jurisdiction of the English Courts.
2. Membership to The Group is available to companies involved in tin exploration and development projects (hereafter referred to as a "junior"). Eligibility as a junior will lapse one (1) year from when production in the previous calendar year has exceeded 1,000 metric tonnes of tin contained in concentrate. Membership applications are subject to approval and International Tin Association Limited will have absolute discretion in deciding whether the applicant will be accepted as a member.
3. Membership to any of the schemes provided by International Tin Association Limited (hereafter referred to as "membership") relates to the provision of services only and does not confer upon you any other interest (whether in the share capital of International Tin Association Limited or any other company in its group of companies (each a "Group Company") or otherwise) and does not entitle you to any voting rights in International Tin Association Limited or any Group Company nor any input into the business activities of International Tin Association Limited or any Group Company. In the event of a winding up of International Tin Association Limited (or of any Group Company) or any of the services or schemes provided, you will have no liability in respect of, or entitlement to any distribution of the profits or assets of International Tin Association Limited or any Group Company.
4. Membership shall not convey any privileges of membership in parent, subsidiary, or associated corporations.
5. Nothing in these Terms and Conditions shall create or be deemed to create a partnership (within the meaning of the Partnership Act 1890) or unincorporated association or to have created the relationship of principal and agent, between you and International Tin Association Limited or any Group Company or to constitute you a member (whether as defined in the Companies Act 1985 as amended or otherwise) of International Tin Association Limited or any Group Company.
6. Membership is a contract to provide a package of services which depends upon the extent and nature of the member's interests and the level of package purchased.
7. Membership rights are not transferable.
8. Acceptance of membership is dependent upon you providing us with full payment for membership.
9. Subject to paragraph 11, membership is sold in yearly subscriptions only, and runs for twelve (12) months from the first (1<sup>st</sup>) of January. Payment must be made for a full twelve (12) months, and no pro-rata reimbursement will be made for any member wishing to withdraw earlier. Companies wishing to join The Group part way through the year will be entitled to pro-rata rates based on when they join.
10. We will endeavour to send you a reminder and a pro-forma renewal invoice prior to expiry of your subscription; however, in order to ensure continuity of membership, it is your own responsibility to note your date of renewal and notify us if you wish to continue with membership; if you do not, your membership will lapse automatically.
11. All invoices for membership are payable within thirty (30) days of invoice date without right of set-off or counterclaim. If payment is not received by us within this period but is subsequently received, we are entitled to charge you interest on late payments from the invoice date at a rate equivalent to the rate prevailing at the invoice date as prescribed by the Secretary of State pursuant to the Late Payment of Commercial Debts (Interest) Act 1988 and your membership will run from the date of such payment until the date falling twelve months after the original invoice date.
12. If you fail to make payment as required by these Terms and Conditions, we are entitled to suspend your membership until the payment is received.
13. A current list of membership benefits can be provided on request or alternatively can be found at: [www.internationaltin.org/explorers-developers-group](http://www.internationaltin.org/explorers-developers-group). We reserve the right to amend these benefits from time to time, subject to giving you fourteen (14) days prior written notice.
14. In accordance with the terms pertaining to your level of membership, you may be permitted to reproduce portions of the website for distribution to employees within your organisation only. Such documents must not be modified in any way or taken out of context, and International Tin Association Limited must be acknowledged, and you agree that we shall retain all intellectual property rights in anything reproduced by you or your employees.
15. We treat as strictly confidential any information concerning a member's interests or business. You are required to treat as strictly confidential and for your own use only all information obtained by virtue of membership which is not common knowledge or published elsewhere, and to require employees to do the same.
16. It is necessary for us to hold information given by you. This information may constitute "personal data" for the purposes of the Data Protection Act 2018. We are required to inform you that this data will be held in accordance with the Data Protection Act 2018.
17. We may publicise a list of current membership from time to time. If you would prefer that your company is not listed, please advise us in writing at the time of your application.
18. Any advice given by us as part of your membership is for your use only and is not to be reproduced or disclosed to third parties without prior consent confirmed in writing by us.
19. All conclusions, recommendations, and forecasts in any report, letter, or communication, both verbal and written, are made in good faith and on the basis of the information available to us at that time, and the validity thereof will depend on various factors. No condition, warranty or representation, express or implied, is given as to the results or performance obtained or to be obtained from any of the membership services provided by us or the accuracy or completeness of the content of any material supplied to you and you shall be responsible for the proper adaptation (and evaluation) of these and any recommendations to your own circumstances and you shall use them solely for the purpose for which they were provided.
20. Our liability to you shall be limited to any direct loss you suffer as a result of our breach of this contract or negligence in the provision of the services to you under your membership. Nothing in this agreement shall operate to exclude, limit, or restrict our liability to you for fraud.
21. We reserve the right, at our sole discretion, to amend these Terms and Conditions from time to time by giving you fourteen (14) days prior written notice. You will be deemed to have accepted these changes if we do not hear from you within fourteen (14) days of notification.

(Issued January 2024)

INTERNATIONAL TIN ASSOCIATION LIMITED

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