



PWI MEMBERSHIP TERMS AND CONDITIONS

Version 3.0

April 2021



Last updated: 20 April 2021

These terms and conditions and the documents they refer to form the contract through which the Permanent Way Institution (PWI, we or us) will deliver a service to you as a PWI member (you). On becoming a member of PWI you are agreeing to these terms and conditions and agree to us processing your personal information in accordance with the General Data Protection Regulation 2018 and our Privacy Policy.

Membership applications

The PWI welcomes applications from people who have an interest in rail infrastructure engineering and who are aged 16 years or over. There are five categories of member:

- Apprentice
- Student
- Member
- Fellow
- Honorary Life Member

Submitting a membership application for a specific category does not guarantee membership of this category. We reserve the right to refuse any application for membership.

Code of Professional Conduct

All members agree to abide by the PWI Code of Professional Conduct.

Membership benefits

As a PWI member you will receive a range of benefits. A typical membership package may include:

- Copies of the quarterly Journal
- Full access to the PWI website
- Membership of a local section
- The opportunity to attend events nationwide
- The opportunity to access online information resources

We reserve the right to change the benefits that apply to PWI membership at any time and without prior notice.

Any external providers of a benefit included within your membership package will have absolute discretion in relation to the provision of services, and membership of PWI does not guarantee that the external provider will accept an application from a member for the provision of services. Services supplied from an external provider will be subject to the provider's own terms and conditions, and we do not accept any liability for loss or damage suffered as a result of a fault, error or omission in the provision of these services. We reserve the right to change our external providers without prior notice and our decision on services provided is final.

Cooling off period

We offer a seven working days' cooling off period for new members, effective from the day your application is accepted. This will allow you to cancel your subscription without any penalty. If you wish to cancel your new member subscription, you must notify us within these seven working days in writing, by letter or email.



Right to refuse applications

We reserve the right not to fulfil, or to cancel, your application if we are unable to obtain payment authorisation from the issuer of your card or from your bank in the case of direct debit payments. If you have been convicted of a criminal offence which is not yet spent, or have a prosecution pending, this must be declared. A declaration must also be made of insolvency or undischarged bankruptcy, or if your membership of another professional body has been terminated as a result of disciplinary action. Please note: this information will be treated in the strictest confidence and will only be taken into account if relevant. Spent convictions under the Rehabilitation of Offenders Act need not be disclosed.

If you are accepted into membership, but it subsequently turns out that any or all of the information provided by you was misleading or false, we reserve the right to revoke the membership with immediate effect, without the right of appeal. For the avoidance of doubt, failure to make a disclosure required by this term would be a breach of the PWI Code of Professional Conduct.

Grades and upgrades are granted by the PWI Board.

Journal delivery

We will deliver all Journals to the address you notify to us when you have made a successful application to become a member of PWI. You agree that we will not be responsible for failure to deliver the Journal if you have supplied us with an incorrect address or have failed to notify us of an address change. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund your membership fee if they are returned to us.

We will not be liable to you for any delay in delivery or non-delivery of the Journal in the following circumstances:

- Where the issuer of your payment card refuses to authorise payment for your PWI Membership to us
- Where such delay or failure is due to circumstances beyond our control (see Force Majeure below)

Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

Membership subscriptions

PWI membership subscriptions run for a period of one year payable annually in advance. Your subscription renewal date is determined by the date on which you joined the Institution.

Membership fees are revised annually and are published on the PWI website and in the PWI Journal. You will be notified of the fee changes in writing via your electronic subscription renewal notice (or where a valid email address is not held, via post).



If you set up a Direct Debit in respect of your membership subscription, then your membership will renew automatically. You will receive a renewal notice in advance of the renewal date, informing you of your entitlement to cancel and of any changes to your Direct Debit payment. Any payment arrangements that have been made by Direct Debit will automatically continue unless you notify us and your bank/building society that you wish to cancel it.

Members who reach the qualifying age, as published in the PWI Journal and website, are eligible for a reduced rate. Members aged 80+ years are entitled to free membership. These rates are not automatically applied and you must contact the Membership team to request the reduced rate if you qualify.

Lapsed membership

Membership subscription payments not received within one month of the due date will result in the membership being considered lapsed and all services will be suspended including any right to designatory letters or, in the case of professionally registered members, to remain on the Engineering Council register.

Resignations and refunds of membership subscriptions

You may resign from the PWI at any time by informing the PWI Membership team.

Your subscription will be refunded providing that notification of resignation is received in writing (post or email) within 30 days of the membership subscription start date and providing that you have not gained financial benefit from your membership in this period, such as receiving discounted seminar fees or publications.

If a member passes away within three calendar months of their subscription renewal date, their subscription will be refunded in full. Claims for a refund can be made up to a maximum of one year after the original payment subscription renewal date.

No refunds will be provided unless the notice requirements are complied with.

Applications to rejoin

If you are professionally registered through the PWI and you resign or allow your membership to lapse, you must rejoin within three years to maintain your registration with the Engineering Council. Backdated Engineering Council fees and records of CPD will be required. If the period of non-membership is more than three years, you will have to re-apply for registration with the Engineering Council.

Articles and governance

Members of all grades may play an active role in the life of the Institution and its direction. Members' engagement in the governance and management of the Permanent Way Institution is defined in the Institution's Articles of Association available at www.thepwi.org.

Governing Law and Jurisdiction

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or



unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

Queries, comments and complaints

The PWI aims to serve all its members effectively and fairly and member feedback is important. We will respond to any complaint or query received within three working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.

If you have any queries, comments or complaints about your membership please contact our Membership team:

- Telephone: 01277 230031
- Website: www.thepwi.org
- Email: secretary@thepwi.org
- Post: PWI Central, PO Box 12890, Brentwood, CM14 9RY

The PWI reserves the right to amend these terms and conditions at any time.