

# Standard Terms and Conditions of Membership

## Environmental Industries Commission (EIC)

### 1. Interpretation

#### 1.1 Definitions

In these Conditions, the following definitions apply:

- **Annual Declaration:** an annual declaration by the Member confirming its name, address and contact details and its annual United Kingdom gross turnover for the previous financial year.
- **Application:** the application for Membership by the Member using EIC's relevant standard application form for Membership or in absence of a completed form such written confirmation made between EIC and the Member of the Member's name, address and contact details, class of Membership and the Membership Fee.
- **Becomes Insolvent:**
  - (a) The other party suspends payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - (b) the other party enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (c) a resolution is passed for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (d) the other party (being an individual) is the subject of a bankruptcy order;
  - (e) if an administrator is appointed over the other party (being a company);
  - (f) the holder of a qualifying floating charge over the assets of that other party (being a company) has appointed an administrative receiver;
  - (g) a receiver is appointed over the assets of the other party; or

(h) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

- **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- **Commencement Date:** has the meaning set out in clause 2.2.
- **Conditions:** these terms and conditions as amended from time to time in accordance with clause 10.8.
- **Contract:** the contract between EIC and the Member for the grant of Membership in accordance with these Conditions and the Application.
- **Fee Table:** EIC's table of applicable Membership Fees published from time to time.
- **Member:** the person or firm who is granted Membership by EIC.
- **Membership:** any class of membership of EIC as specified in the Member's Application or otherwise agreed in writing granted on the terms and conditions set out in these Conditions. Membership shall include such benefits as EIC shall communicate from time to time subject to any variations notified or communicated by EIC from time to time.
- **Membership Fee:** the annual membership fee payable by the Member for the grant of Membership of EIC in accordance with clause 7

## 1.2 Construction.

In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes and e-mails, except where otherwise indicated.

## **2. Basis of contract, duration and termination**

2.1 The Application constitutes an offer by the Member to acquire Membership status in accordance with these Conditions.

2.2 The Application shall only be deemed to be accepted when EIC issues written acceptance, which may be by email or hard copy, of the Application at which point and on which date the Contract shall come into existence and the annual term of membership shall commence, unless EIC and the Member agree in writing any alternative commencement date (Commencement Date).

## **3. Duration and termination without default**

3.1 The contract shall commence on the Commencement date which shall normally be 1 January (if membership begins during a calendar year then EIC will agree this date with the member and charge a partial membership fee for the remainder of the calendar year). Unless terminated earlier in accordance with clauses 3.2 or 4 or this clause, this agreement shall automatically extend for a further one year period ('Extended Term') at the end of the Initial Term and again for a further one year period at the end of each Extended Term. The Member may give written notice to EIC, not later than 3 months before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

3.2 Without limiting its other rights or remedies, EIC may terminate this Contract at any time by giving the Member not less than 28 days' written notice.

3.3 In the event of termination of this Contract under clause 3.1, 3.2 or 4 EIC shall refund a proportionate part of any Membership Fee already received by EIC calculated by reference to the number of months remaining in the relevant year of Membership following the date of termination.

## **4. Termination in case of default**

4.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within a reasonable period of time (taking into account the nature of the breach) of that party being notified in writing to do so;

(b) the other party Becomes Insolvent.

4.2 Without limiting its other rights or remedies, EIC may terminate the Contract with immediate effect by giving written notice to the Member if the Member fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 28 days after being notified in writing to do so.

4.3 In the event of termination under clauses 3.1, 3.2 or this clause any clauses which expressly or by implication survive termination shall continue in full force and effect.

## 5. Membership Benefits

5.1 Without prejudice to any other benefits to which the Member may be entitled, the Member shall be entitled while its Membership subsists to receive and hold a certificate of membership of EIC and to display the 'EIC Member' logo on its business materials for normal business purposes.

5.2 The Member acknowledges that the directors of EIC have the duty and responsibility to manage EIC and its assets, and the directors of EIC reserve the right to express the official view of EIC, and shall not be bound by or required to accept responsibility for any views or statements expressed by the Member or other members of affiliates of EIC or other persons attending any EIC meetings or events or otherwise publishing or expressing any views or statement in the context of an EIC event, meeting, website or other forum whether or not stated to be or implied to be an EIC view or statement.

## 6. Member obligations

6.1 The Member shall and shall procure that its staff shall (where applicable):

- (a) ensure that the terms of the Application is complete and accurate.
- (b) complete and submit to EIC on an annual basis, within 14 days of written request by EIC to do so, an Annual Declaration form.
- (c) in attending any meeting or event (wherever held) organised by or on behalf of EIC not to cause any damage or behave in any manner which may be illegal immoral or damaging to the reputation of EIC its members or affiliates and to make good or reimburse EIC for any costs expenses or other liability associated with damage caused by the Member.
- (d) except where agreed otherwise by the relevant group, observe the Chatham House Rule, as articulated by Chatham House, the Royal Institute of International Affairs (<http://www.chathamhouse.org/about/chatham-house-rule>), in attending any working groups, round table discussions or other forums organised by or on behalf of EIC.
- (e) to take responsibility for the Member's and Member's staffs' belongings and it is acknowledged that EIC cannot accept responsibility for loss theft or damage of such belongings.

## 7. Charges and Payment

7.1 The Membership Fee shall be calculated by reference to rates set out in EIC's Fee Table published from time to time provided that EIC may at its discretion agree to introductory rates or other discounts whether individually or on a wider promotional basis with Members ("Discounts") provided that unless agreed otherwise in writing such Discounts shall be deemed to apply only for a single year of Membership following which the applicable rates in the Fee Table shall be deemed to apply.

7.2 The Membership Fee payable by the Member in each year of Membership shall be

adjusted where appropriate by reference to the applicable rate within the Fee Table and EIC shall notify the Member of such adjustment. In the event of any error by EIC or the Member in applying the correct rate by reference to the Fee Table or producing the correct information to apply the correct rate EIC shall correct the error as soon as becoming aware and issue any credit notes, new invoices and/or partial refunds as necessary. The Member shall pay any further sum due as a result of the correction within 28 days of written demand.

7.3 EIC reserves the right to increase or decrease any of the rates described in EIC's Fee Table. EIC will give the Member written notice of any such increase or decrease at least one month before the proposed date of the increase or decrease provided that such change shall not take effect for the Member until the start of the next Extended Term (as described in clause 3).

7.4 EIC shall invoice the Member annually in advance.

7.5 The Member shall pay each invoice submitted by EIC:

- (a) within 28 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by EIC, and time for payment shall be of the essence of the Contract.

7.6 All amounts payable by the Member under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by EIC to the Member, the Member shall, on receipt of a valid VAT invoice from EIC, pay to EIC such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7.7 If the Member fails to make any payment due to EIC under the Contract by the due date for payment, then the Member shall pay interest on the overdue amount at the rate of 4% per cent per annum above Lloyds Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Member shall pay the interest together with the overdue amount.

7.8 The Member shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). EIC may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Member against any amount payable by EIC to the Member.

## **8. Limitation of Liability: The Member's attention is particularly drawn to this clause**

8.1 Nothing in these Conditions shall limit or exclude EIC's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to clause 8.1:

(a) EIC shall under no circumstances whatever be liable to the Member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) EIC's total liability to the Member in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed in any year of Membership the amount of the applicable Membership Fee.

8.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.4 This clause 8 shall survive termination of the Contract.

## 9. Privacy

9.1 The Member has been provided with a copy of EIC's privacy policy and accepts its terms.

## 10. General

10.1 Assignment and other dealings.

(a) EIC may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Member shall not, without the prior written consent of EIC, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

10.2 Notices.

(a) Day to day communications in connection with Membership matters may be communicated by telephone, email, fax, letter or other reasonable means.

(b) Any notice or other communication relating to renewal, termination, review of Membership Fee or the Annual Declaration as referred to in this Contract shall, in addition to any other means of communication be served in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or

other next working day delivery service, commercial courier.

(c) A notice or other communication under clause 10.2 (b) shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 10.2(b); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

(d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

10.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

10.6 Entire agreement. This Contract constitutes the entire agreement between the parties. The Member acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of EIC which is not set out in the Contract. These Conditions apply to the Contract to the exclusion of any other terms that the Member seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

10.7 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

10.8 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by EIC.

10.9 Governing law. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

10.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall

have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non- contractual disputes or claims).