



Terms and conditions for EEA's membership

Members shall be bound during the continuance of their membership by these Terms and Conditions including any amendments set out below.

1. This document sets out the terms and conditions of membership of the Energy & Environment Alliance ("EEA", "Alliance", or "Us") and should be read in conjunction with the Articles of Association (Ac HERE) which contain provisions relevant to the operation of EEA.
2. Members' names, logos and contact details will be made available on the EEA website. Logos will be visible to all visitors, but individuals and their contact details will be visible only to those granted access to the member section of the website. Any member who does not wish their details to be made available must so request in writing.
3. These Terms and Conditions are subject to change by notice.
4. By submitting an application form by email, the prospective Member is deemed to have signed it.
5. By submitting this application, prospective Members acknowledge that, should their application be successful, their subscription will be auto-recurring. Following the expiry of the initial subscription contract term and any subsequent subscription contract term, a renewal invoice will be issued automatically and all monies will be due to the Alliance within 30 days of the issuance of the invoice unless otherwise specified on the face of the invoice. If a Member wishes to change or terminate their subscription, they must follow the instructions here.
6. Each member must keep up-to-date information about their main contact person and, if different individuals shall be contacted for different reasons, it is the member's responsibility to inform the Alliance of the specifics.
7. Every communication shall be deemed served if sent to the contact person appointed by the member. For a change of contact person to be effective, the member shall update their details on the Alliance Website (here) or send an email to one of the Alliance's representatives, in which case the change shall be deemed effective after two business days. All updates and membership information will be sent to Members via email or via post at the addresses and/or contacts specified in the Members' original registration information and/or as amended subsequently.
8. Members are responsible for keeping EEA informed of any changes to their registration information and EEA can accept no responsibility if a Member fails to do so.
9. EEA reserves the right, at its own discretion, to make changes to any part of the membership service, provided, that doing so does not materially reduce its content or benefits.
10. Any notice or other information required or authorised by this Agreement must be given in writing either by hand or sent (by first class recorded delivery post, email or comparable means of communication) to the other party at the address provided by the organisation or, in the case of EEA, to its registered offices. All such notices shall be deemed served 48 hours after it was posted or, in case of electronic communications, on the same day.
11. The Annual Subscription fee for each Membership Year shall be determined by the Alliance prior to the commencement of each Membership Year and will be notified in writing.
12. Membership payments. Membership is fixed for a period of one calendar year starting on the day the Member joins. Membership will be activated at point of approval of the application but payment must be received within 30 days of receipt of the invoice. Payment can be made by electronic transfer or cheque. If the membership payment remains outstanding, the Alliance will send a reminder by telephone, email or letter.
13. In order to keep the finance costs of EEA to a minimum and to be fair to those who pay promptly, the EEA charges interest on the late payments of subscriptions. Subscriptions not received by the EEA by the end of each subscription year will attract an interest charge calculated on a daily basis, at the annual rate equivalent to Lloyds Bank base rate, from the first day of the subscription year, until the date of payment.
14. Although the Alliance aims to offer Members the best service possible, EEA makes no promise that Membership will meet all a Member's requirements. Member benefits may change without notice.
15. The Alliance cannot guarantee the Website or any other services will be available at all times or will be fault free. If a fault occurs, EEA will attempt to correct the fault as soon as reasonably possible.
16. Certain benefits of Membership may require Members to opt-in separately through an appropriate method as may be specified by EEA. All requirements shall be met and specific terms and conditions shall apply.
17. Refunds will not be given for cancelled, already paid memberships.
18. A company is required to give the Company Secretary of the EEA a minimum of thirty days' notice of termination of membership, in writing, before the start of the next subscription year. Any notice given within that time frame will take effect at the end of the relevant annual membership contract term and no refund of membership fees applicable to that period will be payable to the Member. Any business ceasing to be a Member shall be removed from the Register of Members.
19. EEA reserves the right to withdraw membership or to prevent any Member from renewing membership if the Member brings the Alliance into disrepute. EEA reserves the right to withdraw membership if the member is deemed to have misused the membership privileges.

20. If EEA is in breach of these terms and conditions, it will only be responsible for any losses that a Member suffers as a result of that breach, to the extent that such losses are a foreseeable consequence to both parts at the time the Member used the relevant membership service. The Alliance's liability shall not, in any event, include economic and/or business losses such as any direct or indirect loss of profits, time, revenue, goodwill, business, data or anticipated savings.
21. Furthermore, the total liability to in respect of all causes of action arising out of or in connection with these terms and conditions and membership, whether for breach of contract, tort, misrepresentation or otherwise, shall not exceed the price paid for the membership.
22. If any provision of these Terms and Conditions is held invalid, the remainder of this Agreement shall continue in full force and effect.
23. Both Parties shall ensure that their employees, agents and sub-contractors observe the requirements of the General Data Protection Regulation (GDPR) (EU) 2016/679 and any provisions, amendments or re-enactments thereof, and shall comply with any request or direction made or given to the other which is directly due to the requirements of the said Regulation.
24. The failure of the Alliance to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such or any other right or provision.
25. A person who is not a party to this contract (including any individual accessing this website under corporate membership) shall have no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This does not affect any right or remedy of a person who is not a party to this contract that exists or is available apart from that Act.
26. This Terms and Conditions, together with the Articles of Association and the Terms on the Invoice constitute the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written and may be varied only by a document signed by both parties.
27. This Agreement shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction for all matters arising under it.