

Terms and Conditions

Part A – the Terms & Conditions

Thank you for expressing an interest to join EEA, collectively working towards an exciting new vision of the world – one which is green, sustainable and where everyone can prosper. Upon your submission of an Application Form to EEA, the terms and conditions of this Agreement shall apply. The terms and conditions of this Agreement shall continue to apply if and when EEA accepts your Application to become a Member and this Agreement shall thereafter continue to apply throughout the period of your Membership. This Agreement shall terminate on notification to you of the earlier of EEA not accepting your Application, or termination of this Agreement in accordance with the provisions below. Please read the terms of this Agreement carefully as they set out your rights and obligations regarding your relationship with EEA.

1. When an Applicant submits an Application Form to EEA, the Applicant confirms and warrants to EEA the following on the date of submission of its Application and if the Applicant is accepted as a Member by EEA, the same confirmations and warranties are given by the Member *mutatis mutandis* to EEA on the date of acceptance of the Applicant as a Member:
 - a. Its agreement to be bound by the terms of this Agreement;
 - b. Its agreement to pay EEA Fees as and when such fees become due;
 - c. By entry into this Agreement, the Applicant does not and shall not be breaching the terms of any other agreements or arrangements it may have with any other association or any other third party whatsoever; and
 - d. It shall be EEA's sole discretion as to whether to accept the Applicant to become a Member and EEA's sole discretion to exercise its rights at clause 20. The Applicant confirms that it shall have no recourse against EEA, for any reason whatsoever, should its Application (or Membership, as the case permits) be rejected, or terminated, by EEA.
2. EEA confirms to the Applicant and if accepted by EEA to become a Member, also confirms the same to the Member, that EEA is committed to working with a coalition of hospitality sector leaders and renowned ESG experts, to help businesses operating in the hospitality sector achieve net zero carbon and ESG excellence, in a rigorous, profitable and timely manner.
3. Each Applicant confirms that upon the submission of its Application, that it has either commenced, or intends to commit to achieving:
 - a. Net zero carbon for the performance and operation of its assets; and
 - b. In all other areas pertaining to ESG, as high a standard of excellence, as possible (considering the Applicant's circumstances).

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4. Upon EEA's acceptance of an Application, the Membership Fee for the first Membership Year shall become due and payable within 30 Days from the date that the Applicant is notified of its acceptance as a Member. If the Membership Fee has not been received within this period, EEA may, at its sole discretion:
 - a. Extend the period for payment of the Membership Fee;
 - b. Suspend the Member's rights to use EEA Benefits; and / or
 - c. Terminate the Membership in accordance with this Agreement.
5. Upon the Member's written confirmation to BREEAM that the Member wishes to instruct BREEAM to certify at least one of the Member's Assets:
 - a. The Member warrants to EEA that it has the legal right to work with BREEAM with regard to the certification of the aforementioned Member's Asset(s);
 - b. EEA's Asset Fee shall become due and payable within 30 Days from the earlier of:
 - i. the date that the Member notifies BREEAM in writing that it wishes to instruct BREEAM to certify the Member's Asset(s); or
 - ii. the date that BREEAM and the Member agree in writing that the requisite Member's Asset(s) are to be certified by BREEAM.
6. With regard to Third Party Providers, the Member agrees and acknowledges that:
 - a. Third Party Providers and EEA are not related in any way whatsoever, specifically, EEA bears no liability whatsoever for any actions or omissions undertaken by any of the Third-Party Providers to the Member;
 - b. Consequently, the Member is required to engage with the Third-Party Provider in relation to the agreement of the terms and conditions of the engagement, instruction or otherwise, of the Third Party Provider to the Member;
 - c. EEA makes no representations or warranties regarding the provision of (or the omission of the provision of) any services or products by any Third-Party Provider to the Member; and
 - d. In the event that the Member is not satisfied with any aspect of the services and/or products supplied by any Third-Party Provider to the Member, the Member shall have no recourse against EEA whatsoever, and instead agrees to pursue the requisite Third Party Provider directly with regard to such matters.
7. For the avoidance of doubt, the Parties agree that the Member may initiate certification of its Asset(s) at different stages throughout its Membership. In such instances, EEA's Asset Fee shall not be apportioned on a pro-rata basis to coincide with the Membership Year. Instead, EEA's Asset Fee for subsequent years shall be payable within 30 Days after each annual anniversary of the date which triggers the payment of the EEA Asset Fee, pursuant to clause 5(b).

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8. Except for EEA Fees which shall apply throughout the duration of each individual Membership Year without change, each and every constituent comprising this Agreement, including (without limitation) the terms and conditions of this Agreement, are subject to change by EEA from time to time without the need for notice to be given to any Applicants or Members. The updated terms and conditions of this Agreement shall apply to all Applicants and Members when the updated Agreement is posted on EEA's website. EEA Fees are subject to change by EEA (in its sole discretion) for any period outside of the requisite Membership Year and shall apply to the Member's subsequent Membership Year, provided that EEA gives the Member at least 30 Days prior written notice (before the expiry of the of the change in EEA Fees).
9. Provided that the Member adheres to the terms of this Agreement at all times:
 - a. Throughout the term of Membership, EEA grants to the Member and its Group Companies, a fully paid-up, worldwide, non-exclusive, non-transferable, royalty-free licence to copy and use (but not to modify) EEA's IP for the purposes of promoting EEA and the Member's membership to EEA. For the avoidance of doubt, this right only includes the right for the Member to use EEA logo on its marketing materials, to exhibit its Membership to EEA on the interior and exterior of any Assets and to exhibit a copy of EEA's IP on the Member's website; and
 - b. The Member agrees to take down and procure that all Group Companies take down, or otherwise remove from public display EEA logo on any of the aforementioned platforms whatsoever, if EEA deems that the use of EEA logo is (in the sole and absolute discretion of EEA), detrimental to EEA's reputation and / or image, within a reasonable period of time, but to do so immediately, in the event that this Agreement is terminated by EEA in accordance with clause 20.
10. EEA warrants that it has the rights to grant or procure the grant of a licence for its IP in accordance with the aforementioned clause, to the Member, and agrees to be liable to the Member for its losses in the event of any liabilities incurred by the Member for actual or alleged infringement of a third party's rights arising out of the grant of the licence to the Member pursuant to this clause. This clause shall survive the termination of this Agreement.
11. Unless the Member indicates otherwise in writing, by serving a written notice in accordance with the notices clause at clause 14, throughout the term of this Agreement, the Member grants to EEA or shall procure the grant to EEA, a fully paid-up, worldwide, non-exclusive, non-transferable, royalty-free licence to copy and use (but not to modify) the Member's IP, specifically (by way of an exhaustive list):
 - a. The Member agrees that its IP can be made available on EEA website to indicate that the Member is a member of EEA;
 - b. The Member's IP will be visible to all visitors onto EEA website; and
 - c. If the Member's IP is clicked on by such a visitor, the visitor may be taken by a hyperlink to the Member's own website,

and in the event that the Member serves the aforementioned notice pursuant to this clause, EEA shall remove all references to the Member's IP within a reasonable period. The Member warrants that it has the rights to grant or procure the grant of a licence for its IP in accordance with this clause, to EEA, and agrees to be liable to EEA for all its losses in the event of any liabilities incurred by EEA for actual or alleged

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infringement of a third party's rights arising out of the grant of the licence to EEA pursuant to this clause. This clause shall survive the termination of this Agreement.

12. Unless otherwise specified in this Agreement, neither a Member nor EEA shall have or be entitled to use any of the other Party's IP, whatsoever. In the event of breach of this clause, the defaulting party shall indemnify the innocent party against all liabilities, costs, expenses, damages and losses (including direct losses, suffered by the innocent party) arising out of or in connection with any infringement of this clause.
13. Members' names, logos and contact details will be made available on EEA website. Member's employees and their contact details will be visible only to those granted access to the member section of EEA website. Any Member who does not wish such details to be made available must so request in writing to EEA by serving a written notice in accordance with the notices clause at clause 14.
14. Any notice required to be served under this Agreement shall be in writing and shall be:
 - a. Delivered personally, by courier or sent by first class registered, to the address designated by the receiving Party pursuant to clause 15; or
 - b. Sent by electronic mail, to the electronic mail address designated by the receiving Party pursuant to clause 15; and
 - c. Deemed to be received when sent to the receiving Party's in accordance with clause 14(a) or 14(b):
 - i. When sent by first class registered post, on the third Day after it has been posted; or
 - ii. When sent by courier, by hand delivery or by electronic mail, upon delivery if delivered before 4:00pm on any Day, and the next Day if delivered after 4:00pm.
 - d. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
 - e. For the purposes of this Agreement, "writing" shall not include facsimile.
15. With regard to the address for service for each Party pursuant to clause 14:
 - a. EEA's address for service shall be as follows:

Email: info@eea.international

Postal address: EEA c/o Ince GD Corporate Services Ltd, Aldgate Tower, 2 Lemn Street, London, E1 8QN, England

Marked for the attention of: The Chief Executive
 - b. The Applicant's or Member's address for service shall be that specified on the Application Form. The Member may change its address for the service of notices by serving written notice on EEA in

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accordance with the requirements of clause 14 whereupon the change will be effective on the tenth Day after the date on which the notice is deemed served;

- c. Each Applicant and Member agrees that it is solely responsible for keeping EEA informed of any changes to its address for service and to keep EEA up to date with its address for service; and
 - d. Each Member agrees that EEA accepts no responsibility or liability for any Applicant and any Member not having served the requisite notice on EEA, to notify EEA of its correct address for service.
16. Each Applicant and Member warrants and acknowledges, on each day throughout the term of this Agreement, that EEA has not made any warranty, promise, commitment or otherwise (whether before, during or after the term of this Agreement), that Membership will meet all or any of a Member's requirements in relation to its ESG ambitions or otherwise.
17. Refunds for any part or the whole of any part of EEA Fees for any Membership Year shall not be given for any reason whatsoever, including (without limitation) where a Membership is cancelled or terminated by EEA or by the Member, in accordance with this Agreement, or otherwise.
18. All EEA Fees shall be paid by a Member to EEA by direct bank transfer, the details of which shall be specified on EEA's invoice and all EEA Fees shall be payable, without any set-off, counterclaim or deduction, within 30 Days from the date of the invoice.
19. If a Member does not wish to renew its Membership upon the expiry of a Membership Year;
 - a. The Member agrees to give EEA at least 30 Days prior written notice in accordance with clause 14 of its intention not to renew its Membership for the forthcoming Membership Year.
 - b. If EEA does not receive such a notice within the aforementioned 30-Day period, the Membership shall be deemed to be automatically renewed for a subsequent Membership Year whereupon EEA Fees shall be notified to the Member and due to EEA in accordance with clauses 4, 7 and 8.
 - c. Any notice given within the aforementioned 30-Day period will take effect at the end of the relevant Membership Year and for the avoidance of doubt, no refund of any EEA Fees applicable to that Membership Year will be payable to the Member.
 - d. By the end of a Membership, any business ceasing to be a Member shall be removed from EEA's Register of Members by the last day of the requisite Membership Year or as soon as reasonably practicable thereafter.
20. EEA reserves the right to suspend or to procure the suspension of any or all of the Membership Benefits and/or immediately withdraw and terminate Membership upon written notice to a Member and/or prevent any Member from renewing its Membership upon written notice to the Member if:
 - a. The Member brings EEA into disrepute and/or if the Member is associated with any issue which may be deemed detrimental to EEA, as determined by EEA in its sole discretion;

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- b. The Member is at least 5 Days late in the payment of the whole or any part of the fees payable to BREEAM and / or any specific Third-Party Providers who work with BREEAM and / or EEA;
 - c. The Member has abused any of the Member Benefits, as determined by EEA in its sole discretion; and/or
 - d. The Member is at least 5 Days late in the payment of the whole or any part of EEA Fees.
21. In addition to EEA's rights at clause 20, EEA shall have the right to levy interest on any late payments of the whole or any part of any EEA Fees. Any EEA Fees which are not received in full by EEA (as cleared funds) as and when due, will attract an interest charge calculated on a daily basis, at the rate of four percent above the HSBC Bank base rate, from the first day that the whole or part of EEA Fees are due, until the date of full payment.
22. Each Member acknowledges that unless its Membership is terminated in accordance with clauses 19 or 20, its Membership will be automatically renewed upon each annual anniversary of the commencement of Membership at the rate of EEA Fees specified by EEA pursuant to clause 8.
23. The failure of EEA to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such or any other right or provision.
24. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
25. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.
26. Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
27. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
28. If EEA is in breach of this Agreement, it will only be responsible for any losses that an Applicant or a Member suffers as a direct result of that breach, to the extent that such losses are a foreseeable consequence. With regard to EEA's total liability towards any Applicant or a Member in respect of all causes of action arising out of or in connection with this Agreement, whether for breach of contract, tort, misrepresentation or otherwise, shall not exceed the amount of EEA Fees for the first Membership Year provided always that nothing in this Agreement excludes liability for death or personal injury caused by EEA's gross negligence or for fraud or fraudulent misrepresentation. In no case shall EEA's liability include economic and/or business losses such as any direct or indirect loss of profits, time, revenue, goodwill, business, data or anticipated savings. In the event of conflict between this clause and any other within this Agreement, the terms of this clause shall prevail.

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29. A person who is not a party to this Agreement shall have no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
30. The rights of an Applicant and a Member are personal and cannot be transferred, assigned or otherwise dealt with by the requisite Applicant or Member.
31. 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.

Part B - Definitions

Agreement: means collectively, these terms and conditions, EEA's Articles of Association, EEA Member Benefits & Pricing, the Privacy Policy and the Application Form, all of which are deemed to be an integral part of this Agreement. Unless expressly agreed otherwise in writing between the Applicant / the Member and EEA, no other terms shall apply to this Agreement.

Applicant: a company, individual or such other enterprise, who submits an application to EEA by a person who is duly authorised to commit such enterprise to this Agreement, to become a Member, who shall also be referred to throughout the Agreement as "you" or "your".

Application: the Applicant's submission of the Application to EEA pursuant to the Application Form.

Application Form: EEA's application form for membership to EEA, a current copy of which can be found [here](#) which is subject to change from time to time by EEA at its sole discretion.

Articles of Association: EEA's articles of association, a current copy of which can be found [here](#) which are subject to change from time to time by EEA at its sole discretion.

Asset: means a hotel, apart-hotel, serviced apartment or any other lodging facility which the Member has a legal right to operate or where the Member has a legal right to instruct BREEAM to certify such property, throughout the duration of its Membership.

BREEAM: means BRE Group Limited, whose current registered address is at Bucknalls Lane, Garston, Watford, Hertfordshire, WD25 8XX, registered with company number 02704081, including any other company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

clause: means a clause in this Agreement.

Days: means a day other than a Saturday, Sunday or a public holiday in England, United Kingdom.

EEA: the Energy & Environment Alliance Limited, a company registered in England and Wales with company registration number 12454204, whose registered address is c/o Ince GD Corporate Services Limited, Aldgate Tower, 2 Leman Street, London, United Kingdom E1 8QN.

EEA Asset Fees: all fees payable by a Member to EEA pursuant to the EEA Member Benefits Document.

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EEA Fees: the whole or any part of the fees payable by the Member to EEA pursuant to the terms of this Agreement, including (without limitation) the Membership Fee and where relevant, the whole or any part of EEA Asset Fee, as the context permits.

EEA Member Benefits Document: the document listing EEA's and BREEAM's fees and benefits which are subject to change from time to time in accordance with clause 8, a current copy of which can be found [here](#).

ESG: environmental, social governance.

Group Company: in relation to a Member, the Member, any subsidiary or holding company at the date of this Agreement of the Member, and any subsidiary at the date of this Agreement of a holding company of the Member and the term **Group Companies** shall be construed accordingly.

IP: all copyright and related rights, trademarks and service marks, business names and domain names and all other intellectual property rights, in each case whether registered or unregistered only relating to the use of a business name, business logo, website addresses and links to a website, including all applications and rights to apply for and be granted, renewals or extensions of the same which subsist or will subsist now or in the future in any part of the world but expressly excluding all patents, rights to inventions, moral rights, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other such intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world.

Member: an Applicant who has been accepted to join EEA and who shall be deemed to have become a member of EEA when the Membership Fees have been fully paid for the first Membership Year, who shall also be referred to throughout the Agreement as "you" or "your".

Membership: means membership of a Member to EEA encompassing the period commencing on the date that an Applicant becomes a Member and ending on the date of termination of this Agreement in accordance with this Agreement, as applicable the requisite Member.

Membership Benefits: the benefits given to Members during their Membership, including (without limitation), the services and products offered to Members as specified on the EEA Member Benefits Document. The Member can also benefit from EEA's relationships with Third Party Providers, who may offer Members their products and services at a discount from time to time.

Membership Fee: as indicated in the EEA Membership Benefits Document, plus VAT, where applicable.

Membership Year: a duration of one calendar year (subject to earlier termination in accordance with this Agreement), the first year of which shall commence on the date that an Applicant becomes a Member.

Party: means a party to this Agreement, whether an Applicant, Member and / or EEA, as applicable, and the term **Parties** shall be construed accordingly.

Privacy Policy: EEA's privacy policy which is subject to change from time to time by EEA at its sole discretion, a current copy of which can be found on the EEA website.

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Third Party Provider: means BREEAM and also any other supplier of goods or services which offers such goods and services to Members, whilst using EEA as a platform for the introduction of the provision of such goods and services or EEA facilitates (in whatsoever means) the introduction of the supplier of goods and services to the Member, or vice versa.