

NEDeRS® MEMBERSHIP TERMS AND CONDITIONS

1 Provision of Information

Subscribers will use reasonable endeavours as a user of electrical equipment to report defects (as an “initiating company” as described in the Scheme) and to supply us with information which subscribers are required to provide under the Scheme. In addition, subscribers will use reasonable endeavours to ensure that all information that supplied to us under this Scheme and particularly in relation to any defects is accurate and up to date.

Subscribers agree not to delete, amend or otherwise alter any disclaimer in respect of our liability to third parties that we include within any report or within any other information that you receive from us as a result of participation in the Scheme

2 Payment

Membership of the scheme runs from January 1st to December 31st each year. Subject to clause 3, the annual fee payable for participating in the Scheme will be payable in advance.

Subscribers will pay any amount (together with VAT thereon) properly included in an invoice by the end of the month following the month in which the invoice is submitted.

Any amount payable which is not paid by the due date will bear interest at 2% above the base lending rate of National Westminster Bank plc accruing on a daily basis from the due date until the date on which payment is made.

3 Price Variations

Unless otherwise agreed between us, the annual fee may be increased on the 1st January each year by the percentage increase in the General Index of Retail Pricing.

4 Term and Termination

Subscribers’ participation in the Scheme will begin on the date on which they accept the terms of this document and will continue on a yearly subscription basis thereafter until terminated by the subscriber, ourselves or non-renewal of subscription

Further, either party will be entitled to terminate participation in the Scheme with immediate effect by written notice in the event that the other commits any material breach of these terms and conditions which is not remedied within 28 days of written notice of such breach given by the one of us not in breach, or if any formal step is taken to wind up the other or to have an administrator or receiver appointed over its business or assets or if the other ceases to carry on business

Termination of participation in the Scheme will not affect the subscribers' obligation to pay any fees incurred up to the date of termination or any right or obligation of either of us which has accrued prior to the date of termination and will be without prejudice to any other rights or remedies which either of us may be entitled to under the terms of this document or at law.

The provisions of paragraphs 7, 8 and 9 will survive termination of the subscriber's participation in the Scheme.

5 Intellectual Property Rights

Unless we otherwise expressly agree in writing, all copyright, know how and other intellectual property rights ("IPR") in connection with the Scheme, including any arising from your participation in the Scheme but always excluding any pre-existing IPR (for example in any information posted to the Scheme), will vest in ourselves. Any such pre-existing IPR provided by subscribers shall, to the extent possible, be licensed to the Energy Networks Association for appropriate use in the Scheme.

6 Confidentiality

Any information provided to subscribers by us will be for use only within the subscribers company and you will keep such information confidential and will only disclose the same in confidence to those of your employees, agents, advisers and sub-contractors to whom disclosure is necessary. The information provided to you by us shall not be passed onto plant manufacturers unless in accordance with the attached scheme document.

Any information provided by the subscribers is intended for use only by the Energy Networks Association and its members.

The confidentiality obligation set out in the foregoing paragraph will not apply, or will cease to apply, if the information is, or becomes, available to you from another source without restraint of confidentiality, is required to be disclosed by law or is already in the public domain.

7 Liability

7.1 We do not exclude our liability (if any) to you for personal injury or death resulting from our negligence;

7.2 Except as provided in 7.1 above, we will be under no liability to subscribers and subscribers will be under no liability to us whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with your participation in the Scheme (including, without limitation, from your use of any information or any action taken by you as a result of participation in the Scheme); and

7.3 Notwithstanding 7.2 above, to the extent permitted by law each party's aggregate liability under this Agreement whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (other than for any liability under 7.1) in any 12 month period will be limited to the annual fee payable by you for participating in the Scheme during that 12 month period.

8 Liability

Subscribers will indemnify us against any liability, loss, damage, or expenses which we incur as a result of any claim by a third party in tort (including negligence), breach of statutory duty, restitution or otherwise arising out of (a) the performance of the services by us described in paragraph 1 or your participation in the Scheme, where such a claim is connected with any inaccuracy in the information actually provided by you to the Scheme; or (b) the use of any information received by subscribers; or (c) any action taken by subscribers as a result of receiving such services; or (d) any breach by subscribers of the terms of this Document, in all cases except to the extent that such a claim results from our negligence. We will however mitigate our losses and use reasonable endeavours to restrict our liability(ies) to applicable third parties; give you prompt notice of any relevant claim(s); and allow you the reasonable right to control the settlement and defence of any such claim(s).

9 Force Majeure

We will not be liable to subscribers or be in breach of our obligation to subscribers if by reason of any cause beyond our reasonable control we are delayed in performing or fail to perform any of our obligations provided that such failure or delay will not prejudice our right to any fees which have accrued prior to the delay or failure concerned

10 Variations

No variation of the terms of this document will be binding unless agreed in writing between us.

11 Assignment

Subscribers will not assign or purport to assign any of your rights or obligations without our written consent.

12 Waiver

Any failure by either of us to enforce at any time or for any period any one or more of the terms of this document will not be a waiver of any of them or of the right at any time subsequently to enforce all the terms.