

Membership Terms & Conditions

ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 13 (LIMITATION OF LIABILITY).

1. Interpretation

1.1. The following definitions and rules of interpretation apply in these Conditions.

Definitions:

"Commencement Date" means the date the Membership to become a Member shall commence in accordance with clause 3.2.

"Conditions" these terms and conditions as amended from time to time in accordance with clause 14.4;

"Member(s)" means Non-Voting Member(s) and / or Voting Member(s);

"Membership" means the subscription to become a Member(s) for a period of 12 consecutive months from the Commencement Date;

"Non-Voting Member" means a member of SPA whom has no voting rights;

sustainable Ports Limited registered in England and Wales with company number 15040692

"Renewal Date" means each anniversary of the commencement of a Member's membership in accordance with clause 3.2;

"Subscription" means the Non-Voting Member Subscription set out in clause 3.1

"Voting Member" means a member of SPA whom has rights to voting at the general meetings of SPA and

"Website" means the website of spa from time to time which is www.sustainable=ports.com

1.2 Interpretation

1.2.1. A reference to a party is to the relevant Member(s) or SPA (as to the context required) and a reference to parties is to both of the relevant Member(s) and SPA together.

1.2.2. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.3. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.4. A reference to writing or written includes email and fax.

2. Aims

2.1. The aims of SPA are:

- 2.1.1. the promotion of the UK porting supply chain and member companies;**
- 2.1.2. to gather and share market intelligence with Members and Partners;**
- 2.1.3. to organise and facilitate networking, meetings and social events for Members;**
- 2.1.4. to assist Members with networking, promotion and industry intelligence;**
- 2.1.5. to be a forum for exchange of views and ideas and to identify problems and issues in the energy industry and discuss and identify means of resolving problems and issues; and**
- 2.1.6. to act as a representative body to put views across to Government departments and agencies and other relevant bodies.**

3. Non-Voting Member

3.1. Any applicant ("Applicant") may submit an application form (in the form prescribed by spa from time to time) ("Non-Voting Member Application") for admission to become a Non-Voting Member of spa ("Non-Voting Member Subscription").

3.2. As part of the Subscription, the Applicant shall pay the prescribed subscription fee ("Non-Voting Member Subscription Fee") to spa. Following payment of the Non-Voting Member Subscription Fee, a receipted invoice shall be provided by spa, notifying the Applicant of the date of commencement of its Membership.

3.3. spa reserve the sole and absolute right to accept or reject any Non-Voting Member Application to become a Non-Voting Member.

4. Voting Member

4.1. A Non-Voting Member shall be entitled to become a Voting Member by completing an application form (in the form prescribed by spa from time to time) ("Voting Member Application").

4.2. spa reserve the sole and absolute right to accept or reject any Application to become a Voting Member.

4.3. Each Voting Member acknowledges and agrees to contribute such amount as may be required, not exceeding the guaranteed sum of £1.00 (one pound), for payment of the debts and liabilities of the spa, the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

5. Obligations

5.1. The Applicant shall:

5.1.1. provide the information to be completed in the Non-Voting Member Application and Voting Member Application (as applicable) in good faith and ensure all information is complete and accurate;

5.1.2. provide to SPA such documentation and additional information as SPA may reasonably require to verify the information in the Non-Voting Member Application and Voting Member Application forms.

5.2. The Members' shall

5.2.1. act in the best interests of SPA;

5.2.2. ensure compliance with the SPA aims set out in clause 2.1;

5.2.3. comply with the requirements of the articles of association of SPA;

5.2.4. inform SPA of any change in their contact details and any material change in any other information provided by them in their application for or upon renewal of membership;

5.2.5. inform SPA of any omission from or inaccuracy in the particulars about the Member which SPA makes available on the Website or in any of its documentation;

5.2.6. participate and support events operated by or through SPA; and

5.2.7. not provide or allow access to or provide copies of any confidential information given by or in relation to SPA to any other person or entity.

5.3. Any omission from or inaccuracy in the Application may invalidate any Subscription and any admittance as a Member in consequence of it.

5.4. Clauses 5.1 and 5.2 shall also apply to the Members' upon renewal of Membership in accordance with clause 7.

6. Membership Benefits

A Member shall have the right of access to support and services available from time to time as detailed in the Membership benefits section of the Website (such support and services may be provided by SPA or by a third party on behalf of SPA as SPA may at its discretion decide from time to time).

7. Renewal of Membership

7.1 SPA shall notify Members of their Subscription renewals which shall be accompanied with an invoice for the renewal fee ("Renewal Fee") prior to each Renewal Date.

7.2. The Renewal Fee shall be due and payable to SPA in cleared funds within 30 days after the date of the invoice but prior to the Renewal Date. Failure to pay the Renewal Fee may result in SPA, at its sole discretion, suspending the Membership Benefits until such time as payment is made.

7.3. Notwithstanding clause 2, if payment is not made by a Member within 60 days of the Renewal Date ("Defaulting Member") SPA may cancel the membership of that Defaulting Member without further notice, in which case all rights and the Membership Benefits enjoyed by the Defaulting Member shall cease. SPA reserve the right to charge the Defaulting Member an amount (based on the current Subscription for that Member) calculated on a pro rata basis for the period for which that Member had access to Membership Benefits whilst the Renewal Fee remained outstanding.

7.4. The Subscription shall be reviewed annually by SPA and any change in Subscription shall take effect from a date specified by SPA.

7.5. Notice of the current Subscriptions will be posted on the Website.

Cancellation

8.1. A Member shall be entitled to resign from its Membership as Voting Member or Non-Voting Member (as the case may be) by giving written notice ("Resignation Notice") to that effect to SPA in accordance with clause 7 prior to the next Renewal Date. Provided the Resignation Notice has been received prior to the next Renewal Date, subject to clause 8.4, such resignation shall be deemed to have taken effect on the last day of that Subscription period.

8.2. If a Member sends notice to SPA of its intention to resign in accordance with clause 8.1, the Member shall not be entitled to any refund or reimbursement of any Subscription Fee it has paid or is bound to pay for Subscription period.

8.3. For the avoidance of doubt, if a Member does not give written notice of its intention to resign its Membership prior to the next Renewal Date, the Member's Membership shall renew automatically on the Renewal Date and the Member shall be bound to pay the Renewal Fee in full for the next year.

8.4. If a Voting Member issues a Resignation Notice, such resignation shall be deemed to have taken effect the earlier of:

8.4.1. the expiry of his Resignation Notice; or

8.4.2. the next Renewal Date.



9. Termination and Suspension

9.1. If any Member:

9.1.1. acts in contravention of these Conditions from time to time; or

9.1.2. is guilty of any conduct which in the opinion of SPA brings SPA into disrepute;

then without prejudice to any other rights or remedies which NOF may have, that Member's Membership may be suspended at SPA sole discretion, pending further investigation.

9.2. Membership of SPA shall automatically and immediately cease if:

9.2.1. it does not renew its Membership in accordance with clause 7 or cancels its Membership in accordance with clause 8;

9.2.2. a Member becomes insolvent or bankrupt by reason of its inability to pay its debts when they fall due, enters into liquidation, passes a resolution for its own winding up (other than for the purposes of a bona fide reconstruction or amalgamation not involving insolvency) makes any proposal to its creditors for a composition or arrangement in satisfaction of its debts, makes or suffers an application to the court for an administration order, the appointment of a receiver or administrative receiver or is dissolved;

9.2.3. a Member is convicted of any criminal offence which involves dishonesty;

9.2.4. any Member who persistently contravenes any of the rules or bye laws of SPA or materially and/or persistently breaches any of these Conditions;

9.2.5. a Member is or may be suffering from mental disorder and either is admitted to hospital in pursuant of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960 or an order is made by a court having jurisdiction (whether in the United Kingdom or otherwise) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his/her property or affairs; and

9.2.6. a resolution of the board of directors of NOF is passed resolving that such Member be expelled.

9.3. There shall be no refund or reimbursement of Subscription fee for any time whilst a Member's membership is suspended or terminated in accordance with this clause 9

10. Consequences of termination

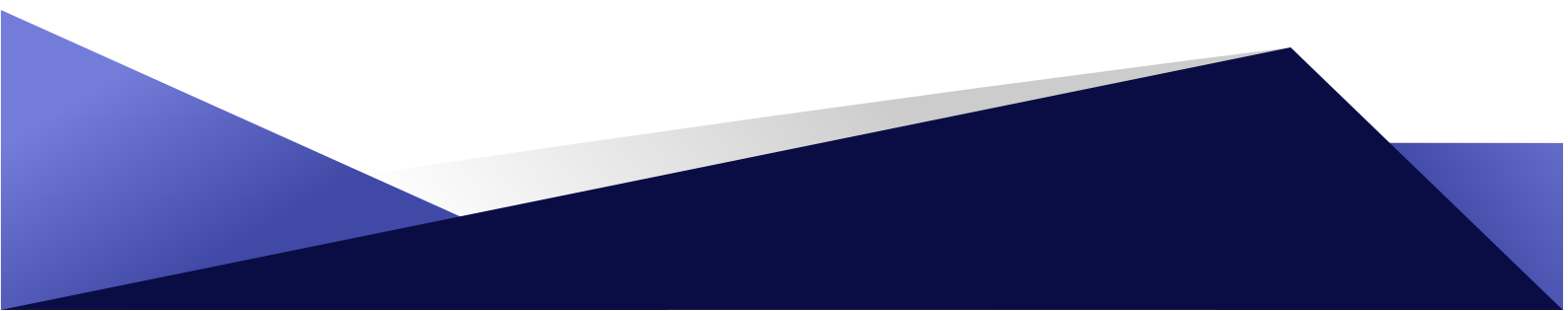
10.1. On termination of a Member's Membership:

10.1.1. the Member shall immediately pay to SPA all of SPA outstanding unpaid invoices and interest and, in respect of any monies owed but for which no invoice has been submitted, SPA shall submit an invoice, which shall be payable by the Member immediately on receipt;

10.1.2. the Member shall return all of SPA's materials. If the Member fails to do so, then SPA may enter the Member's premises and take possession of them. Until they have been returned, the Member shall be solely responsible for their safe keeping and will not use them for any purpose not connected with their Membership.

10.2. Termination of the Membership shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10.3. Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination of the Membership shall remain in full force and effect.



11. Data Protection

11.1. SPA shall use any personal information provided by an Applicant or Member to undertake services in relation to the Membership and Membership Benefits and to process payments for Membership.

11.2. SPA shall comply with all applicable requirements of the General Data Protection Regulation 2016/679 and the Data Protection Act 2018.

12. Intellectual property rights

12.1. The Member grants to SPA for the duration of its Membership a non-exclusive, irrevocable, royalty-free licence to reproduce and publish the name, images and logos identifying the Member and its products and services on the Website and in all directories, materials and other documents produced by SPA from time to time.

12.2. The Member hereby warrants that it has all necessary permissions, consents and/or licenses to use all photographs, images, videos or other forms of media it provides to SPA for use in connections with its Membership.

12.3. The Member shall indemnify SPA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by SPA arising out of or in connection with the Member's breach of clause 12.2.

13. Limitation of liability

13.1. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

13.1.1. death or personal injury caused by negligence; and

13.1.2. fraud or fraudulent misrepresentation.

13.2. Subject to clause 13.1, SPA total liability to the Members' in respect of all losses arising under or in connection with their Membership, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed the Subscription Fee or Renewal Fee paid for the Subscription in that year.

13.3. SPA shall in no circumstances be liable to the Member for:

13.3.1. Loss of profits;

13.3.2. Loss of sales or business;

13.3.3. Loss of agreements or contracts;

13.3.4. Loss of anticipated savings;

13.3.5. Loss of use or corruption of software, data or information;

13.3.6. Loss of or damage to goodwill;

13.3.7. Indirect or consequential loss; and

13.4. This clause 13 shall survive termination of the Contract.

14. General

14.1. Assignment and other dealings.

14.1.1. SPA may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Conditions.

14.1.2. The Member's shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of SPA.

