

NDI MEMBERSHIP TERMS AND CONDITIONS

1. Definitions

“**Member**”: any member of the NDI division.

“**NDI**”: means NDI which is a division of EEF providing support services to those in the defence, aerospace, space and security sectors

“**EEF**”: means EEF Limited with registered company number 05950172 and registered office address of Broadway House, Tothill Street, London, SW1H 9NQ.

“**Initial Minimum term**”: 12 months from the date of joining

“**Services**”: service entitlement dependent upon membership level bought by a Member.

“**Membership fees**”: Fees payable for membership services.

“**Membership year**”: 12 month period from the date of joining and 12 months from the anniversary date of joining thereafter.

2. These Terms

2.1 These Membership Terms and Conditions apply to your membership of NDI and to any and all membership entitlement services (“the Services”) supplied by EEF to you as part of your membership fee.

2.2 If you have applied for membership and your application for membership is accepted, EEF’s acceptance of your membership is conditional on your agreement to these terms and conditions in full.

2.3 Following your application to become a new member, EEF will send a copy of these terms and conditions to you and you will be deemed to have accepted the terms in full unless you notify EEF that you would like to withdraw your application for membership within 14 days of the date on which EEF sends the terms and conditions to you.

2.4 These terms and conditions may be varied by EEF from time to time on three months’ notice. In the event of any such variation EEF will post a new copy of the terms to its website and will send a revised copy of the terms to you by post or email. If you do not accept the revised terms and you notify EEF accordingly then the existing terms will apply up to the next renewal date or the date of termination of your membership (if earlier). If you renew your membership after EEF has notified you of changes then you will be deemed to have accepted the revised terms in full.

3. Membership Generally

3.1 Members of NDI are members of the NDI division which is part of EEF Limited (registered number 05950172). Members of NDI are only members of EEF Limited as determined by your NDI service package taken. Any membership of EEF Limited will be governed by separate terms & conditions.

3.2 Please note that EEF may refuse membership to any prospective member for any reason; that membership is subject to continued payment of membership or subscription fees; that your membership may be revoked for failure to pay membership or subscription fees; that membership is not transferable; and that you are required to give one month’s notice of termination of your membership.

4. Minimum term & contract renewal

4.1 Membership of NDI is subject to a minimum term of at least 12 months.

4.2 After expiry of the initial minimum term you may terminate your membership contract on not less than one month’s written notice in accordance with 7.1 below. Otherwise your membership will continue indefinitely until such time that you have served one month’s notice.

4.3 Where a Member agrees with EEF a membership contract period of greater than 12 months, the agreed duration of the contract will form the minimum term, with automatic continuation of membership thereafter until such time that you have served 1 month’s notice.

5. Fees

5.1 In addition to EEF’s right to revoke your membership for failure to pay membership or subscription fees, during any period in which payments from you are overdue EEF may suspend all or part of the provision of any services to you.

5.2 All membership fees are payable annually in advance and are calculated based on headcount of the organisation wishing to join membership. Fees are reviewed annually based on the Members headcount at the beginning of the membership year.

5.3 In the event that any fees or charges whatsoever are due to EEF, or your membership fee has been incorrectly calculated then you agree to settle any invoice for additional or unpaid fees rendered by EEF within 30 days of the invoice date without any set-off, deduction or counter-claim.

5.4 Members are entitled to NDI membership services on a variety of membership subscription levels. Please note that you will only be entitled to access those services which are included within the membership subscription you have procured. A full description of NDI membership levels is available at the website <https://www.makeuk.org/become-a-member/NDI-Membership>

5.5 If you wish to upgrade your membership subscription at any time then you will be required to pay the remaining balance calculated as the difference between the revised and previously charged membership fee and will be required to commit to a further minimum period of 12 months from the date of upgrade.

5.6 After your initial minimum term, if you wish to reduce your membership subscription, you will be required to give one month’s notice of this and your membership fee will be recalculated accordingly. You will also be required to commit to a further minimum period of 12 months from the date of downgrade.

5.7 All sums due from you which are not paid on the due date shall bear interest from day to day at the rate equal to 8% per annum above the Bank of England base rate.

5.8 If EEF’s staff or contractors are required to discharge out-of-pocket expenses in delivering Services to you those expenses will be charged to you as may be agreed from time to time. In the absence of any express agreement you agree to pay all reasonable expenses incurred by EEF or their employees or contractors in carrying out services on your behalf.

5.9 All fees and charges are quoted exclusive of VAT unless otherwise specified.

6. Services

6.1 EEF will provide the services with reasonable skill and care. Unless expressly agreed in writing no further conditions, warranties or representations are given by EEF in relation to the services and any such terms are excluded to the fullest extent permitted by law.

6.2 Services will be provided to you, the Member, and not to any other third party. EEF will not be obliged to provide services to any third party nor will EEF accept any liability or duty of care to any third party whatsoever.

6.3 In order to allow EEF to provide the services you agree that you, together with your employees and agents will at all times:

- a) Provide EEF with complete, accurate and timely information, data and documents which may be requested;
- b) Co-operate fully with EEF in the provision of the services and permit EEF to provide the services free of obstruction and interference;

7. Termination of Membership

- 7.1 Your membership may be terminated by either party at any time on not less than one month's notice in writing, for any reason, following expiry of the initial minimum term of 12 months (or such longer minimum term as may be agreed). If you wish to terminate your membership then the earliest date on which you may terminate your membership is the date of expiry of your initial minimum term and in any event you must provide EEF with at least one month prior written notice.
- 7.2 EEF shall be entitled to terminate your membership immediately in the event that you fail to make payment of any membership, subscription or any other fees which are due and payable or if you are otherwise in material breach of these terms and conditions.

8. Policy, Representation and Publications

- 8.1 EEF will use its best endeavours to represent the interests of companies operating in the defence, security, aerospace and space sectors generally. However no liability is accepted for such representation or for any policy position adopted by EEF.
- 8.2 EEF provides briefings, guides, information, blogs, website, surveys, model documents and newsletters ("the Publications") as part of various services provided. EEF will use reasonable endeavours to ensure that the information contained in the Publications is accurate at the time of publication but EEF does not provide any guarantee or warranty to that effect.

9. Third Party Services

- 9.1 EEF may from time to time select various partners (the "Partners") who agree to provide other services and products (the "Products") for its members.
- 9.2 EEF agrees that it will select Partners in good faith for the benefit of its members and EEF shall be entitled to take commission from its Partners in relation to Products sold to its members.
- 9.3 If you decide to purchase a product offered by a Partner then the agreement for the provision of that product or service will be between you and the Partner only. EEF offers no guarantee or assurance that the product or service will be suitable for your requirements or that it will be delivered as agreed and EEF shall have no liability whatsoever for any failure or default on the part of the Partner.
- 9.4 Please note that many of the Products offered are unique to NDI members and that if your membership with NDI is terminated for any reason your access to that Product will be terminated (and EEF will not be liable for termination of your access to that Product).

10. Staff and Contractors

- 10.1 EEF shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. EEF shall have discretion as to which of their employees or self-employed agents, contractors or associates ("Associates") are assigned to perform the services.
- 10.2 You agree to pay EEF's introduction fee as set out in clause 10.3 in the event that you, any subsidiary, group or associated company or any person connected with you (directly or indirectly) recruit as an employee or engage as self-employed contractor any employee or Associate of EEF if that employee or Associate was involved in the provision of services to you by EEF in the 12 month period prior to their engagement by you.
- 10.3 In the event that you engage an employee or Associate of EEF as set out in clause 10.2 you agree to pay an introduction fee (which shall be immediately due and payable) equal to:
- Where you have engaged that individual as an employee:
50% of the annual remuneration (including pay and benefits) payable by you to the relevant individual in the year following the commencement of that individual's employment; or
 - Where you have engaged that individual, firm or company as a subcontractor, agent or associate:
The higher of thirty (30) times the daily rate paid or payable by you to that individual, firm or company for the services for which they are engaged or 50% of the total fees or other remuneration paid by EEF to that individual, firm or company in the 12 month period up to the date of their engagement by you.

11. Liability and Insurance

- 11.1 EEF will not be liable to you in any circumstances for any property damage or for any indirect or consequential loss or damage such as lost profit, lost opportunity, lost bargain, lost reputation, loss of anticipated savings or lost data whether caused by EEF's negligence, the negligence of their employees or agents or otherwise. EEF will not be liable to any party other than you, the member.
- 11.2 EEF's aggregate liability including the liability of their partners, agents, subcontractors and employees in respect of any services provided to you by EEF in connection with your membership will be limited to the annual membership fee payable by you.
- 11.3 EEF's total liability to you will be limited to 4 times the annual membership fees payable by you, or £10,000 (whichever is the lower amount).
- 11.4 You accept that the limitations of EEF's liability set out above are reasonable. Nothing in these terms will limit or exclude EEF's liability for death or personal injury arising as a result of EEF's negligence.

12. Intellectual Property and Confidentiality

- 12.1 All intellectual property rights of any nature (including copyright) created or provided by EEF or its employees or Associates shall be and remain the property of EEF and any such materials shall be licensed to you for your internal use only.
- 12.2 You undertake to keep all Publications materials created by EEF confidential and not to copy, publish or distribute any such information, materials or documents to any third party without EEF's prior written consent (save where such information is in the public domain or you are required to disclose such information by law).
- 12.3 Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees or subcontractors who need to know such information or where the other party has consented to such disclosure.
- 12.4 EEF shall be entitled to use any member's information in its general reports or for the purpose of collating information about its members and employers generally provided that EEF shall obtain your consent before publishing your name or information which allows you to be specifically identified.

13. General

- 13.1 Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.
- 13.2 EEF and the member are independent of each other and nothing in these terms shall be taken as creating a relationship of agent to principal, employer to employee, partnership or joint venture between EEF and any other party. Neither party shall be entitled to enter into agreements or other arrangements on behalf of the other.
- 13.3 Neither party shall be liable to the other or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations in relation to these terms, if the delay or failure was due to any cause beyond their reasonable control such as severe weather, a natural disaster, strikes, governmental action, terrorism, war and civil unrest.
- 13.4 These terms represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise (save in the event of fraud or fraudulent misrepresentation).
- 13.5 The parties agree that these terms are fair and reasonable in all the circumstances. However if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.
- 13.6 Both parties agree that these terms shall not be enforceable by any person who is not party to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 13.7 By providing personal data relating to your employees or agents to us, you confirm that you are entitled to disclose that data to us under the terms of the Data Protection Act 1998 and related legislation and that we are entitled to process such data for the purposes of your membership and providing the Services.

- 13.8 Either party may give any notice to the other by sending it by post addressed to their registered address or by sending it to such electronic communications address as may be notified to the other from time to time. Changes to the terms of services provided or to these terms and conditions may be posted from time to time on NDI's website at <https://www.makeuk.org/AboutNDI>
- 13.9 These terms will be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

