



TERMS & CONDITIONS FOR NDI SUBSCRIPTION SERVICES

1. Definitions

- "Anniversary date"**: 12 months from the date of initial service commencement and every 12 months thereafter, or in the case of upgrade or downgrade to your subscription service, 12 months from the date of such change in subscription service and every 12 months thereafter.
- "Customer"**: any organisation which signs up to a subscription service level or takes any consultancy services.
- "EEF"**: EEF Limited (registered number 05950172) a company limited by guarantee.
- "NDI"**: NDI Limited (registered number 04195419) a company limited by guarantee.
- "Minimum term"**: 12 months from the date of service commencement plus 6 months' notice period
- "Operational working hours"**: Monday to Friday 9am – 5.30pm excluding weekends, bank holidays and any other days NDI offices are formally closed, to be notified to the customer in advance of such closure.
- "Consultancy Services"**: a range of services which may be offered from time to time either by NDI employees or third parties acting for NDI.
- "Services"**: incorporates both subscription services and consultancy services
- "Subscription Fees"**: annual fees applicable to the subscription service elected for a subscription year.
- "Subscription year"**: 12 months from the initial date of service commencement and 12 months from the anniversary date thereafter, or in the case of upgrade or downgrade to your subscription service, 12 months from the date of such change in subscription service, and every 12 month period thereafter.
- "Subscription Service"**: Levels 1, 2 or 3 as outlined in Schedule 1.

2. These Terms

- 2.1 These Terms and Conditions apply to any and all subscription services supplied by NDI to the Customer as part of your subscription service along with any consultancy services which may be provided from time to time.
- 2.2 These terms and conditions will prevail over any terms and conditions used, contained, set out or referred to in any documents sent by you to us.
- 2.3 These terms and conditions may be varied by NDI from time to time. NDI will give you three months' notice prior to any such change taking effect. In the event of any such variation NDI 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 NDI accordingly then the existing terms will apply up to the next anniversary date or the date of termination of your service contract (if earlier). If you continue with your subscription service beyond the anniversary date after NDI has notified you of the changes then you will be deemed to have accepted the revised terms in full.

3. Minimum term & contract renewal

- 3.1 Subscription services, are subject to a minimum term of at least 12 months.
- 3.2 After expiry of the minimum term you may terminate the service by providing no less than 6 months' written notice in accordance with 11.1 below. Otherwise your subscription will continue indefinitely until the expiry of any served notice period thereafter.
- 3.3 Where a Customer contracts with the Company for a service contract period of greater than 12 months, the agreed duration of the contract will form the minimum term, with automatic continuation of service thereafter until expiry of the notice period.

SERVICE OPTIONS

Level 1

4. NDI networking and information service

- 4.1 NDI Level 1 services will be delivered via web and online systems to named users of the Customer who subscribe to NDI services.
- 4.2 NDI's advisers will not be obliged to provide any on-site or face to face support, or attendance at any event unless the customer has subscribed to and paid for the Level 2 service or agreed to a consultancy arrangement which is subject to additional fees.

5. Update briefings

- 5.1 As part of the annual subscription service, customers may attend any NDI event at any preferential NDI membership rate which may be offered
- 5.2 Attendance at such events are subject to advance confirmation of attendance, as specified by the individual event, with spaces allocated on a first come first served basis.
- 5.3 NDI in no way guarantees availability of spaces at such events for a customers' preferred time, date and location.
- 5.4 The customer acknowledges that where spaces are unavailable, or where NDI has to cancel the event for any reason whatsoever, NDI is under no obligation to refund any part of the annual subscription fees whatsoever.
- 5.5 Attendance at events is normally strictly restricted to one individual per customer, with any attendees over and above this number being at the sole discretion of NDI, and subject to possible further fees for any additional attendees.

Level 2

6. Networking and bespoke intelligence led business opportunities

- 6.1 Customers who subscribe to the Level 2 are entitled to the benefits and restrictions as for Level 1 with the addition of an intelligence led business opportunity service. Opportunities will be sourced and disseminated to the customer based on an agreed customer profile and requirement. NDI will take all reasonable measures to search and pass on business leads but does not commit to a set volume of such leads in any set timeframe.
- 6.2 NDI agrees to all reasonable endeavours to provide such face-to-face support as required by the Customer subject to NDI staff availability and reasonable notice.
- 6.3 The Customer acknowledges that whilst NDI will provide reasonable face-to-face support, additional fees may become payable where the Customer requires extensive onsite support or usage of the service becomes in any way, in the view of NDI, unreasonable. In such circumstances NDI endeavours to inform the Customer at the earliest opportunity where additional fees become due.

Level 3

7. Advanced business development activity

- 7.1 Customers who subscribe to the Level 3 are entitled to the benefits and restrictions as for Level 1 and 2 with the addition of a bespoke introductions and assisted business access programme. Opportunities for a customer to be introduced to potential business partners will be sourced, disseminated and arranged in accordance with an agreed customer profile and requirement. NDI will take all reasonable measures to facilitate business introductions but does not commit to a set volume of such introductions in any set timeframe.



FEES

8. Subscription service fees

- 8.1 All subscription fees are payable via direct debit instalments monthly in advance. Subscription fees are based on headcount which incorporates all permanent employees, any other fixed term contract workers included on the Customers payroll and any agency workers with longer than 12 weeks employment history. If during the course of a year your number of employees increases by more than 20% then NDI reserves the right to levy an additional subscription fee for the remainder of the year in question. NDI reserves the right to revise your subscription fees on the anniversary date of joining where your employee numbers have increased. Additionally NDI will only provide a reduction in fee during the course of a subscription year where headcount has reduced by more than 20%.
- 8.2 In the event that any fees or charges whatsoever are due to NDI, or your subscription fee has been incorrectly calculated then you agree to settle any invoice for additional or unpaid fees rendered by NDI via direct debit collection over the remaining instalment plan during the course of the subscription year.
- 8.3 Customers subscribe to NDI services through three different levels of service as described in your contract. Please note that you will only be entitled to access those services which are included within a service level you have subscribed to.
- 8.4 If you wish to move up to a higher service level at any point in time a revised invoice will be issued to reflect the upgraded service option from the date of upgrade. Any additional fees due will be reflected within your instalment plan over the remainder of the subscription year. You will also be required to commit for a further minimum term of 12 months from the date of upgrade.
- 8.5 The right to access services commences upon successful collection of the initial and subsequent direct debit payments.
- 8.6 After your minimum term, if you wish to reduce your service option then you will be required to give six months' notice of this and your instalment plan will be recalculated accordingly from the date that your service entitlement is reduced. You will also be required to commit for a further minimum term of 12 months from the date of downgrade.
- 8.7 Where a direct debit collection is returned as unsuccessful, through no fault of NDI, NDI reserve the right to hold off on commencement of work until such time that payment is received in full, either through electronic payment or reinstated direct debit collection. NDI reserves the right to charge an administration fee of £15 for each returned direct debit

9. Fees – General

- 9.1 The Customer acknowledges that it is their responsibility to provide, where applicable, a valid purchase order number to be included for all work undertaken by NDI. NDI is not liable for the Customers failure to provide such purchase order numbers, and the Customer accordingly acknowledges that fees are still due in full in the instances where a valid purchase order number has failed to be provided.
- 9.2 If NDI'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 NDI or their employees or contractors in carrying out services on your behalf.
- 9.3 Returned direct debits can result in immediate suspension of services until the successful collection of any outstanding fees. Non collection of a direct debit which is of no fault of NDI, may also result in the immediate cancellation of the contract. The Customer has no right of cancellation in these circumstances.
- 9.4 In the event that a direct debit collection is returned unpaid, NDI retain the right to charge an administration fee of £15 for each returned direct debit.
- 9.5 All fees are routinely reviewed on the anniversary date and are subject to uplift based on indexation and service usage versus that reasonably expected. NDI will provide 3 months' notice of any change to fees due.
- 9.6 All sums payable 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.
- 9.7 All fees and charges are quoted exclusive of VAT unless otherwise specified. VAT will be applied at the prevailing rate

10. Services

- 10.1 NDI will provide the services with reasonable skill and care. Unless expressly agreed in writing no further conditions, warranties or representations are given by NDI in relation to the services and any such terms are excluded to the fullest extent permitted by law.
- 10.2 Services will be provided to you, the Customer, and not to any other third party. NDI will not be obliged to provide services to any third party nor will NDI accept any liability or duty of care to any third party whatsoever.
- 10.3 In order to allow NDI to provide the services you agree that you, together with your employees and agents will at all times:
 - a) provide NDI with complete, accurate and timely information, data and documents which may be requested;
 - b) co-operate fully with NDI in the provision of the services and permit NDI to provide the services free of obstruction and interference;

11. Termination

- 11.1 Your service contract may be terminated by either party at any time by providing no less than six months' 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).
- 11.2 NDI shall be entitled to terminate your service contract immediately in the event that you fail to make payment of any subscription or other fees which are due and payable or if you are otherwise in material breach of these terms and conditions.

12. Staff and Contractors

- 12.1 NDI shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. NDI shall have discretion as to which of their employees or self-employed agents, contractors or associates ("Associates") are assigned to perform the services.
- 12.2 You agree to pay NDI's introduction fee as set out in clause 14.1 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 NDI if that employee or Associate was involved in the provision of services to you by NDI in the 12 month period prior to their engagement by you.
- 12.3 In the event that you engage an employee or Associate of NDI as set out in clause 14.1 you agree to pay an introduction fee (which shall be immediately due and payable) equal to 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.

13. Liability and Insurance

- 13.1 NDI's aggregate liability including the liability of their partners, agents, subcontractors and employees in respect of any services provided to you by NDI in connection with your service contract will be limited to the annual subscription fee payable by you.
- 13.2 Nothing in these terms will limit or exclude NDI's liability for death or personal injury arising as a result of NDI's negligence.

14. Intellectual Property and Confidentiality

- 14.1 All intellectual property rights of any nature (including copyright) created or provided by NDI or its employees or Associates shall be and remain the property of NDI and any such materials shall be licensed to you for your internal use only.



- 14.2 You undertake to keep all Publications materials created by NDI confidential and not to copy, publish or distribute any such information, materials or documents to any third party without NDI's prior written consent (save where such information is in the public domain or you are required to disclose such information by law).
- 14.3 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.

15. General

- 15.1 Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.
- 15.2 NDI and the customer 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 NDI any other party. Neither party shall be entitled to enter into agreements or other arrangements on behalf of the other.
- 15.3 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.
- 15.4 These terms, together with the contract 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).
- 15.5 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.
- 15.6 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.
- 15.7 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 providing your contracted Services.
- 15.8 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.
- 15.9 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.