



THE HEAT PUMP ASSOCIATION

MEMBERSHIP AGREEMENT

prepared by



CONTENTS PAGE

Clause / Schedule	Page No:
1. Background.....	3
2. Conclusion of Agreement	4
Schedule 1	5
Definitions and Interpretation	5
Schedule 2	9
Operative Terms & Conditions.....	9

THIS AGREEMENT is dated

2021, with an effective date of 1 January 2022.

PARTIES:

- (1) **HEAT PUMP ASSOCIATION LIMITED**, a company limited by guarantee, registered in England & Wales with company number 13409239, whose registered office is at 2 Waltham Court, Milley Lane, Hare Hatch, Reading, England, RG10 9TH (the “**Heat Pump Association**”).
- (2) Any persons that join as a Full Member in accordance with the terms of this Agreement (together, the “**Full Members**”);
- (3) Any persons that join as an Executive Member in accordance with the terms of this Agreement (together, the “**Executive Members**”); and
- (4) Any persons that join as an Associate Member in accordance with the terms of this Agreement (together, the “**Associate Members**”),

and the Full Members, Executive Members and Associate Members together are the “**Members**”.

1. BACKGROUND

- (A) To date, an unincorporated industry association known as the “Heat Pump Association” was operating for the promotion of heat pump technology, and was administered by FETA.
- (B) Following discussions with members, the Heat Pump Association (as defined above) **was incorporated as a company limited by guarantee in May 2021, as a preparatory step to give the association’s activities more structured governance.**
- (C) At a general meeting of the unincorporated “Heat Pump Association”, held on 23 November 2021 (the “**November 2021 GM**”), the Members agreed to discontinue the unincorporated “Heat Pump Association”, and continue all its activities through the Heat Pump Association (as defined above).
- (D) At the November 2021 GM, each attending member of the unincorporated “Heat Pump Association” agreed that, after winding up the unincorporated “Heat Pump Association”, it would continue to be a member of the trade association (now represented solely by the Heat Pump Association) by automatically becoming a Member of the Heat Pump Association, **and** each attending member of the unincorporated “Heat Pump Association” **authorised the Directors to enter its name in the register of members of the Heat Pump Association accordingly.**
- (E) At the November 2021 GM, each attending Member further agreed to be a party to, and adhere to the terms and conditions of membership of, the Heat Pump Association, which are comprised of (1) the memorandum and articles of association of the Heat Pump Association (the “**Articles**”) and (2) this Agreement, in each case without the need to sign a Membership Application Form.
- (F) This Agreement constitutes the “Rules” for the purposes of the Articles.

2. CONCLUSION OF AGREEMENT

THE PARTIES THEREFORE AGREE AS FOLLOWS:

- (G) This Agreement:
1. has been entered into on the date stated at the beginning of this Agreement, following conclusion of the November 2021 GM; and
 2. becomes effective on 1 January 2022, immediately before the unincorporated "Heat Pump Association" is wound up.
- (H) Each Member **agrees** to be a party to, and adhere to the terms and conditions of membership of, the **Heat Pump Association**, which are comprised of (a) the Articles and (b) this Agreement including its Schedules.
- (I) Members who did not attend the November 2021 GM (or Members who attended but did not indicate their agreement at the time) must indicate such agreement by signing, dating and returning a completed Membership Application Form.
- (J) Members who agreed to become Members at the November 2021 GM may (but are not required to) sign a Membership Application Form and are in any case deemed to have agreed to the terms of this Agreement by virtue of their agreement hereto at the November 2021 GM.
- (K) **Schedule 1** to this Agreement contains the definitions and interpretation relevant to this Agreement.
- (L) **Schedule 2** to this Agreement contains the operative terms of conditions of this Agreement.

----- Schedules follow -----

SCHEDULE 1

Definitions and Interpretation

1. Definitions

In this Agreement, unless the context otherwise requires:

“Affiliate” means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

“Business Day” means a Day other than a Saturday or a Sunday on which banks are open for domestic business in the City of London.

“Confidential Information” means all communications (whether written or not) between the Parties and all information and other material supplied to, or received by, either Party from the other Party under or in connection with this Agreement which is either marked “confidential” or by its nature is intended to be for the knowledge of the recipient alone.

“Director” means a company director of Heat Pump Association Limited.

“FETA” means the Federation of Environmental Trade Associations Limited, a company limited by shares, registered in England & Wales with company number 01091391, having its registered office at 2 Waltham Court, Milley Lane, Hare Hatch, Reading, Berkshire, RG10 9TH.

“Holding Company” means, in relation to a person, any other person in respect of which it is a Subsidiary.

“Insolvency Event” in relation to an entity means that the entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a competent authority with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other

similar Law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and this:

- (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
 - (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by Law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);
- (h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (i) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (h) above; or
- (j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Law” means any law, ordinance, directive, regulation, bylaw, order or decree which is legally binding on a Party.

“Losses” means claims, liabilities, losses, expenses, fines, penalties and/or damage (including, but not limited to, its reasonable out-of-pocket costs, court fees, reasonable expenses and reasonable counsel fees) of a Party.

“Membership Application Form” means the application form for membership of the Heat Pump Association, as published on the Website.

“Party” means a party to this Agreement and includes its successors in title, permitted assigns and permitted transferees.

“Secretariat Services Contract” means:

- (a) at the date hereof, the terms and conditions established by conduct between FETA (as Secretariat Services Provider) and the Heat Pump Association (as customer); and
- (b) in future, any written terms and conditions as may be agreed between the Heat Pump Association and its Secretariat Services Provider, setting out the terms

on which such Secretariat Services Provider will provide secretariat and administration services to the Heat Pump Association.

“Secretariat Services Provider” means the provider of secretariat and other administration services to the Heat Pump Association, pursuant to the Secretariat Services Contract (being FETA as at the date hereof).

“Subsidiary” means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

“Website” means the website of the Heat Pump Association, being <https://www.heatpumps.org.uk> as at the date of this Agreement or such other URL as notified to the Members from time to time.

2. Interpretation

- (c) Clause and Schedule headings shall not affect the interpretation of this Agreement.
- (d) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- (e) A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied, amended, superseded or novated (in each case, other than in breach of the provisions of this Agreement or the provisions of the agreement or document in question, as appropriate) from time to time.
- (f) Unless expressly stated otherwise in this Agreement:
 - (i) **“assets”** includes present and future properties, revenues and rights of every description;
 - (ii) **“debt”** or **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (iii) a provision of Law is a reference to that provision as amended or re-enacted;
 - (iv) any **“Party”**, or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (v) a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - (vi) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any Competent Authority, or of any regulatory, self-regulatory or other authority or organisation;
 - (vii) a time of day is a reference to then-current UK time;
 - (viii) all covenants, undertakings, warranties and other obligations given or entered into by more than one Party in this Agreement are given or entered into severally;

- (ix) words and expressions defined in the Articles shall have the same meaning when used in this Agreement; and
- (x) “£”, “GBP” and “sterling” denote the lawful currency of the United Kingdom.

3. Third Party Rights

- (a) Unless expressly provided to the contrary, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.
- (b) Notwithstanding any term of this Agreement, the consent of any person who is not a Party is not required to rescind, amend or vary this Agreement at any time.

SCHEDULE 2

Operative Terms & Conditions

NAME

1. The official name of the company is HEAT PUMP ASSOCIATION LIMITED. Where considered appropriate by the Executive Committee, it shall use the name HEAT PUMP ASSOCIATION or the abbreviation HPA.

ADDRESS

2. The official address of the Heat Pump Association is:
2 Waltham Court, Milley Lane, Hare Hatch, Reading, England, RG10 9TH

3. OUR AIMS

- a. To promote the advantages and proper use of heat pumps and heat pump technology.
- b. To present a co-ordinated and corporate view for the industry by representing the majority viewpoint of the Members.
- c. To engage in active dialogue with Government Authorities, Universities, Colleges and other national and international organisations involved with the specification or use of heat pumps.
- d. To produce and issue information notices and literature for public distribution and to arrange representation at appropriate exhibitions.
- e. To encourage any lawful activities which are in the best interest of the Members.

THE MEMBERS

4. Membership of the Heat Pump Association shall be open to any company or organisation involved in the study, design, manufacture, supply, installation or use of heat pumps.
5. Membership is divided into the following three legal categories, all of which entail for the relevant Member to be a member and guarantor of the Heat Pump Association, a company limited by guarantee.
 - a. **Full Members:** being Members benefitting from certain rights as set out in Clause 7 below;
 - b. **Executive Members:** being Full Members benefitting from certain additional rights as set out in Clause 8 below; and
 - c. **Associate Members:** any Member who is not a Full Member.

6. Annual subscription rates can be found at www.feta.co.uk/membership or at such other location as decided by the Executive Committee from time to time. Members are required to pay all fees promptly. Each Member whose current subscription and other fees are fully paid up, shall be entitled to exercise the rights applicable to its membership category.
7. In accordance with and for the purposes of the Articles, all Members agree that all Full Members shall be entitled to:
 - a. attend and vote at General Meetings of the Heat Pump Association;
 - b. become Executive Members subject to payment of the applicable membership fee;
 - c. participate in steering and working groups; and
 - d. represent the Heat Pump Association in external bodies (if so authorised by the Executive Committee).
8. In accordance with and for the purposes of the Articles, all Members agree that only the Executive Members shall additionally be entitled to:
 - a. nominate representatives for the Executive Committee;
 - b. through the Executive Committee, appoint the Chairperson, the Vice Chair and any other Directors;
 - c. through the Executive Committee, instruct the Directors for the purposes of Article 7 of the Articles;
 - d. involvement in regular teleconferences with Gemserv and other relevant consultants; and
 - e. appoint “Honorary Members” which for the avoidance of doubt shall be a decorative title which shall not denote legal membership or guarantorship of the company or convey any voting rights.
9. In accordance with and for the purposes of the Articles, all Members agree that the Associate Members:
 - a. may participate on steering and working groups by invitation of the Executive Committee;
 - b. may receive complimentary publications of the Heat Pump Association;
 - c. may receive volume publications of the Heat Pump Association at reduced cost; and
 - d. shall have the right to attend General Meetings;
 - e. but shall not have voting rights (or count towards the quorum) at a General Meeting.
10. All Members agree that in due course one or more sub-category/ies for “Installer Members” may be created within the legal category of Associate Members. The Executive Committee shall decide in due course as to the rights and obligations of such “Installer Members”.

11. Subject to Clause 2 (Conclusion of Agreement) of the front end of this Agreement, any organisation or individual who is eligible to join the Heat Pump Association in accordance with the categories above must submit an application in writing (in the form as published on the Website from time to time) signed for an organisation by an officer of the organisation or for any individual by himself.
12. Election to and continuation of membership shall be determined in accordance with the “Code of Practice relating to Admission to and Removal from Membership” as issued from time to time by the Executive Committee. The “Code of Practice relating to Admission to and Removal from Membership” is incorporated into this Agreement by reference, and may be amended in the same manner as any other term of this Agreement.
13. Service fees for all categories and sub-categories of membership shall be set by the Executive Committee (see below) for each calendar year and will be notified to Members no less than 3 months before the start of the year. They will be calculated so as to enable the Secretariat Services Provider to meet its estimated costs for the year in question. Fees will be due prior to the start of each calendar year.
14. Service fees may be collected by the Secretariat Services Provider who may invoice to the Members directly, such fees in its own name and for its own proprietary account (but always in accordance with the terms of the Secretariat Services Contract). The Secretariat Services Provider shall not act as an agent, trustee or custodian of the Heat Pump Association, but rather as a contractual service provider.
15. In addition to the payment of service fees, Members of all categories undertake to provide services in kind (for example, seconding staff, making meeting rooms available and for other membership organisations circulating details to their members of Heat Pump Association activities) wherever relevant and appropriate.
16. Members may withdraw from the Heat Pump Association at the end of any calendar year by submitting a written notice of withdrawal which must be received at least 3 calendar months before the end of the calendar year. Written notice can be in the form of an email to info@heatpumps.org.uk or by letter to the Secretariat Services Provider (referencing the Heat Pump Association) with a copy to the Heat Pump Association’s registered postal address.
17. Membership (in any category) is intended to be for the benefit of the named Member and its employees (if any). Holding Companies, Subsidiaries and Affiliates of the Member are expected to apply for membership in their own right. the Heat Pump Association retains the right to require such persons to join the Heat Pump Association or in the absence of agreement by such persons to join the Heat Pump Association to restrict such persons from receiving the benefits which arise as a result of membership of the Heat Pump Association. All Members of the Heat Pump Association consent to the Heat Pump Association carrying out relevant credit or anti-money-laundering searches in order to comply with all relevant Laws and the policies of the Heat Pump Association.

SECRETARIAT SERVICES PROVIDER AS A MEMBER

18. The Secretariat Services Provider from time to time, shall at all times be an Executive Member and guarantor of the Heat Pump Association.
19. It shall be exempt from paying any service fees (but shall contribute its £1 guarantee commitment if called upon).
20. It shall abstain from all voting in its capacity as a Full Member, unless it is the only remaining Full Member.
21. It shall not nominate a representative to the Executive Committee, unless it is the only remaining Executive Member.
22. Any person that ceases to be the Secretariat Services Provider shall resign (or be released from) its position as a Member of the Heat Pump Association (without prejudice to its right to apply as a Member in the ordinary course).

ORGANISATIONAL STRUCTURE

(A) The Heat Pump Association

23. The Heat Pump Association is a body composed of all persons who have fulfilled the membership requirements and have not withdrawn from membership under Clause 16.
24. Each Member shall be entitled to nominate one representative to attend General Meetings. The quorum at a General Meeting shall be 4 of the total number of Full Members (or all Full Members if there are fewer than 4 Full Members, and the minimum shall be 1).
25. The Executive Committee will elect the Vice Chair of the Heat Pump Association from the representatives of its Executive Members to hold office for two years.
26. The Vice Chair shall be a Director. One or more persons may be elected to jointly discharge the role of Vice Chair. Each Vice Chair must be a natural person.
27. Following the end of a term as Vice Chair, the outgoing Vice Chair will automatically become the next Chairperson, unless he or she decides not to serve or if otherwise decided by the Executive Committee.
28. The Chairperson shall be a Director and shall hold office for two years. One or more representatives of the Executive Members may be elected to jointly discharge the role of Chairperson. Each Chairperson must be a natural person. The Chairperson will also chair the Executive Committee.

29. Unless the Executive Committee decides otherwise, the only Directors shall be the Chairperson and the Vice Chair.
30. The Heat Pump Association will hold an Annual General Meeting in each calendar year, until such time as it is dissolved under the provisions of Clause 55. The Annual General Meeting will receive a report, summarising activities in the period since the last meeting and the policy objectives for the ensuing 12 months.
31. General Meetings may take place at other times as the Executive Committee may decide. An agenda of all matters to be discussed and any papers relating thereto will be circulated at least five full Business Days in advance of each meeting.
32. The Heat Pump Association will strive to achieve unanimity among Full Members in support of the policy statements prepared by the Executive Committee, be they written or verbal. Any Full Member having a minority view may require any such statement to include due reference to his alternative opinion or position.

(B) The Executive Committee

33. The Executive Committee is the main governing body of the Heat Pump Association. The Directors are accountable to the Executive Committee in the first instance (without prejudice to the rights of Members generally).
34. The Executive Committee shall be composed of one representative each of all Executive Members. The Chairperson of the Heat Pump Association will chair meetings of the Executive Committee. If there is more than one Chairperson, they shall alternate in chairing meetings. The function of the Executive Committee shall be:
 - (a) To set the strategic policy, management principles and overall direction of the Heat Pump Association's activities and to ensure that these are implemented.
 - (b) To scrutinise the activities of the Secretariat Services Provider in the day to day running and administration of the Heat Pump Association, and the activities of the Chief Executive (if any).
 - (c) To set annual budgets and service fees in accordance with Clause 13.
35. The Executive Committee will meet quarterly or at such other times as it may decide. The dates of scheduled Executive Committee meetings in any calendar year will be notified no later than 3 months prior to the beginning of that year to all those entitled to attend. An agenda of all matters to be discussed and any papers relating thereto will be circulated at least five full Business Days in advance of each meeting. A quorum for Executive Committee meetings shall be 4 of the total number of Executive Committee members (or

all members of the Executive Committee if there are fewer than 4 Executive Committee members, and the minimum shall be 1). Voting will be by simple majority.

36. The members of the Executive Committee shall be indemnified by the Heat Pump Association against all liabilities properly incurred by them in the management of the affairs of the Heat Pump Association.

(C) The Chief Executive

37. The Heat Pump Association, acting through the Executive Committee, may secure the services of a Chief Executive or equivalent senior officer (“the **Chief Executive**”), either employed directly, by secondment or on a consultancy basis. The terms of appointment will be decided upon by the Executive Committee.

38. The Chief Executive:

- a. shall have no voting rights whatsoever and will not be a Director in his or her capacity as Chief Executive; and
- b. must be a natural person.

39. The Chief Executive shall be responsible to the Executive Committee and the Directors for the daily work of the Heat Pump Association and shall provide periodic reports to the Executive Committee and the Directors as agreed. The Chief Executive may communicate with the Executive Committee directly, but shall at all times involve the Directors in such communications.

40. The Directors shall delegate to the Chief Executive such powers to permit such actions as approved by the Executive Committee.

41. The Heat Pump Association shall only be bound to third parties by the actions, including the formation of agreements, of the Directors, or by the Chief Executive if such power has been delegated to the Chief Executive in accordance with Clause 40.

(D) Other Officers and Staff

42. The Heat Pump Association, acting through the Chief Executive in accordance with this Agreement, may secure the services of such services of additional personnel or other service providers as it deems necessary to achieve its objectives, in accordance with financial plans agreed by the Executive Committee from time to time.

43. Such personnel or other service providers may be employed directly, by secondment or on a contracted basis. The terms of engagement will be decided upon by the Chief Executive in accordance with principles established by the Executive Committee. All

service providers, including all personnel, shall report to the Chief Executive save for any services provided by any entity in which the Chief Executive holds a related party interest, in which case such entity shall be accountable directly to the Executive Committee.

44. All persons engaged under Clause 42 shall be indemnified by the Heat Pump Association against all liabilities properly incurred by them in the management of the affairs of the Heat Pump Association (except if they have been employed under a services contract, in which case the terms of that services contract shall apply).

(E) Board of Directors

45. The board of Directors of the Heat Pump Association shall consist of (or be deemed to consist of) two Directors, all of whom shall be natural persons:
- a. the Vice Chair (a role which may be occupied by one or more persons but who together count as one Director and must unanimously agree as to how to vote in that capacity, counting as one vote in total); and
 - b. the Chairperson (a role which may be occupied by one or more persons but who together count as one Director and must unanimously agree as to how to vote in that capacity, counting as one vote in total).
46. The quorum for a board meeting shall be one Vice Chair and one Chairperson (but without prejudice to the provisions of Articles 17 and 18 of the Articles, as regards conflicted Directors).
47. There shall be no “chairperson” for the board of Directors and no Director shall have a casting vote.
48. The Directors are authorised to make day-to-day administrative decisions for the Heat Pump Association, liaise with the Secretariat Services Provider, and liaise with the Chief Executive. Any material decisions on behalf of the Heat Pump Association, the entry into any contracts, or any other activity that is not of a minor nature, must first be approved by the Executive Committee.
49. Without prejudice to any rights and obligations that the Directors have at Law (as company directors) the Directors shall implement all lawful instructions of the Executive Committee.

ACCOUNTS

50. The Executive Committee, acting through the Directors (who in turn may delegate to the Chief Executive and/or the Secretariat Services Provider), shall ensure that proper accounting records and controls are maintained with respect to:
- (a) All sums received and expended by the Heat Pump Association and the matters in respect of which such receipts and expenditure took place.

- (b) All sales and purchases of goods and services by the Heat Pump Association.
- (c) The assets and liabilities of the Heat Pump Association.

51. The records referred to in Clause 50 shall be endorsed by the Directors and presented to the Executive Committee no less frequently than quarterly.

52. The books of account shall be kept at the registered address of the Heat Pump Association and shall be open to the inspection of all Members.

AUDIT

53. Once at least in every year the accounts of the Heat Pump Association shall be prepared by one or more properly qualified independent accountants. At the request of any Full Member or if so required by law, this examination shall be extended to constitute a full audit.

54. If required under Clause 53, auditors shall be appointed annually by the Executive Committee.

DISSOLUTION

55. The winding up or dissolution of the Heat Pump Association shall take place upon unanimous agreement amongst Full Members at a General Meeting, or under other such conditions as are prescribed under law.

56. If upon the winding up or dissolution of the Heat Pump Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be given or transferred in accordance with Article 3.4 of the Articles.

DURATION, CONTINUITY AND LIABILITY

57. The duration of the Heat Pump Association is unlimited and will endure until such time as the Heat Pump Association is dissolved under the provisions of Clause 55.

58. All Members agree that the Heat Pump Association is the successor organisation of the unincorporated "Heat Pump Association", and that all rights and obligations of the unincorporated "Heat Pump Association" now reside in the Heat Pump Association.

59. Notwithstanding Clause 58 above, neither the Heat Pump Association nor FETA shall have any liability for any acts or omissions prior to 1 January 2022, to any Member that was previously a member of the unincorporated "Heat Pump Association".
60. Individual members of the unincorporated "Heat Pump Association" shall have no liability for any acts or omissions by the unincorporated "Heat Pump Association".
61. The contingent liability (guarantee) of each Member towards the Heat Pump Association is limited to £1 (without prejudice to the obligation to pay the service fees).
62. The Members agree that Philip Hurley and Graham Wright (being the initial Directors of the Heat Pump Association as at the date hereof) shall automatically have resigned as Members and guarantors of the Heat Pump Association, as soon as at least one other Executive Members has been entered in the membership register.

TERMINATION

63. Subject to Clause 65, this Agreement shall terminate:
- when a resolution is passed in accordance with this Agreement, or by the creditors of the Heat Pump Association, or an order is made by a court or other competent body or person instituting a process that shall lead to the Heat Pump Association being wound up; or
 - The Heat Pump Association is subject to an Insolvency Event which, if capable of remedy, has not been remedied within 30 days.
64. Subject to Clause 65, the Heat Pump Association may provide written notice to a Member to terminate such Member as a Party to this Agreement and as a Member of the company, if such termination is permitted in accordance with the "Code of Practice relating to Admission to and Removal from Membership" or if such Member (the "**Defaulting Member**"):
- is in material breach of this Agreement and, to the extent that such breach is capable of being remedied, the Defaulting Member does not remedy the breach within thirty (30) days of receipt of a notice to do so issued in writing by the Heat Pump Association;
 - breaches Clause 71 or 72 (Competition Law, Lobbying And Anti-Trust Policy) or Clause 73 (Confidentiality); or
 - is subject to an Insolvency Event which, if capable of remedy, has not been remedied within 30 days.
65. On termination of this Agreement in relation to any Party (or all Parties), the following Clauses shall continue in force:
- Schedule 1 (Definitions and Interpretation) of this Agreement to the extent applicable to the Clauses listed below;
 - this Clause 65;
 - Clauses 71 and 72 (Competition Law, Lobbying And Anti-Trust Policy);
 - Clauses 73 and 74 (Confidentiality);
 - Clause 76 (Assignment);

- f. Clauses 77-80 (Notices);
- g. Clauses 81 and 82 (Partial invalidity and severance)
- h. Clause 83 (No partnership or agency);
- i. Clause 84 (Inadequacy of damages);
- j. Clause 86 (Entire agreement); and
- k. Clauses 87-90 (Governing law and jurisdiction).

66. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of any of the Parties that have accrued up to the date of termination.

ALTERATION OF THIS AGREEMENT OR THE ARTICLES

67. The terms of this Agreement and the Articles may be altered by ordinary resolution at a General Meeting.

BY-LAWS

68. The Executive Committee shall have power to make, repeal and amend such by-laws as they may from time to time consider necessary for the well-being of the Heat Pump Association, which by-laws, repeals and amendments shall have effect until set aside by the Executive Committee.

ARTICLES OF ASSOCIATION

69. In the event of any inconsistency between the provisions of the Articles and the provisions of this Agreement, this Agreement shall prevail.

70. Each Member shall, when necessary, exercise their powers of voting and any other rights and powers lawfully available to them to amend, waive or suspend a conflicting provision in the Articles to the extent necessary to permit the Heat Pump Association and its business to be administered as provided in this Agreement.

COMPETITION LAW, LOBBYING AND ANTI-TRUST POLICY

71. Each Party acknowledges the Competition, Anti-Trust and Lobbying Policy of the Heat Pump Association, which is incorporated by reference into this Agreement, and may be amended in the same manner as any other term of this Agreement.

72. Each Party shall ensure that its employees, representatives and external consultants who participate in activities of or for the Heat Pump Association are aware of, and agree to, the Competition, Anti-Trust and Lobbying Policy.

CONFIDENTIALITY

73. No Party shall, without the prior written consent of the Executive Committee, disclose to any person any Confidential Information except:
- a. as may be required by Law, by any regulatory authority, stock exchange on which its shares are listed; or
 - b. to its employees, officers, consultants, insurers, agents, auditors, investors, funders and professional advisers, or in each case those of its Affiliates, in each case on a “need to know” basis, and provided that it informs the relevant recipient of the confidential nature of the information before disclosure and obtains an assurance in market standard form from the recipient, that the recipient will keep the information confidential; or
 - c. as set out in Clause 74.
74. Each Party may disclose the terms of this Agreement (but not any Confidential Information) in its annual report, on its website and elsewhere for the purposes of public transparency.
75. The Executive Committee may pass any bye-law introducing or amending a confidentiality policy for the Heat Pump Association, such policy to be incorporated by reference into this Agreement.

ASSIGNMENT AND CHANGES TO THE PARTIES

76. No Party may assign any of its rights or transfer any of its rights or obligations under this Agreement, except:
- a. with the prior written consent of the Executive Committee; or
 - b. if such assignment or charge is by way of security in favour of a funder to such Party.

NOTICES

Communications in Writing

77. Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by electronic mail or other electronic means or by letter.

Addresses

78. The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement shall be notified by each Member to the Heat Pump Association, or any substitute address, or officer (and their email address) as each Party may notify to the other by giving not less than five Business Days’ notice.

Delivery

79. Any communication or document made or delivered under or in connection with this Agreement will only be effective:
- a. if by way of email (or other electronic means which the Parties have agreed to use), when received by the notified recipient (in accordance with Clause 77 (Communications in Writing)) in readable form; or
 - b. if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, first class postage prepaid, in an envelope addressed to it at that address; and
 - c. if a particular department or officer is specified as part of its address details provided pursuant to Clause 78 (Addresses), if addressed to that department or officer.
80. Any receipt of a communication or document which becomes effective, in accordance with Clause 79 (Delivery) above, after 5.30 p.m. in the place of receipt, shall be deemed only to become effective on the following Business Day.

PARTIAL INVALIDITY / SEVERANCE

81. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable Law, neither the legality, validity or enforceability of the remaining provisions of this Agreement will in any way be affected or impaired.
82. If any provision of this Agreement (or part of a provision) is determined to be invalid, unenforceable or illegal, the Executive Committee shall agree and replace such provision with another one which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The remainder of this Agreement shall remain in full force and effect.

NO PARTNERSHIP OR AGENCY

83. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties or constitute any Party the agent of another Party.

INADEQUACY OF DAMAGES

84. Without prejudice to any other rights or remedies that a Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of Clauses 71 and 72 (Competition Law, Lobbying And Anti-Trust Policy) or of Clauses 73 and 74 (Confidentiality) by any Party. Accordingly, each other Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of such Clauses.

COUNTERPARTS

85. This Agreement may be executed in any number of counterparts and by each party on separate counterparts (including in electronic form). Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment, telecopy or other electronic means shall be an effective mode of delivery.

ENTIRE AGREEMENT

86. This Agreement (together with the documents referred to in it) constitute the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between them, whether written or oral, relating to the subject matter of this Agreement.

GOVERNING LAW AND ENFORCEMENT

87. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the Laws of England & Wales.

88. Where a disagreement arises between Members, which involves any actions concerning the Heat Pump Association, the Members in such disagreement will make reasonable efforts to resolve their problem through the offices of the Heat Pump Association, and shall always give proper consideration to the views expressed by fellow Members.

89. Notwithstanding Clause 88, the courts of England & Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a “**Dispute**”).

90. The Parties agree that the courts of England & Wales are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

----- End of schedule -----