

MEMBERSHIP AGREEMENT

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, Berkshire RG10 9TH (the “**HPA UK**”).
- (2) Any person or organisation that is admitted as a member of HPA UK in accordance with the terms of this Agreement (together, the “**Members**”);

BACKGROUND:

- (A) The terms of this Membership Agreement were approved at the Annual General Meeting of HPA UK on 24 September 2025 and it was agreed that the terms of this Membership Agreement will apply to all Members of HPA UK from 1 January 2026 (the “**Effective Date**”).
- (B) This Membership Agreement sets out the terms and conditions of becoming and maintaining a membership of HPA UK. This Membership Agreement shall be treated as rules for the purposes of HPA UK’s Articles of Association.
- (C) This Membership Agreement should be read in conjunction with HPA UK’s Articles of Association.

1. Definitions

In this Membership Agreement, unless the context otherwise requires:

- 1.1 “**Affiliate**” means, in relation to any company or organisation, a Subsidiary of that company or organisation, or a Holding Company of that company or organisation, or any other Subsidiary of that Holding Company.
- 1.2 “**Articles of Association**” means the Articles of Association of HPA UK, as may be amended and updated from time to time by a special resolution of the Executive Members and Full Members (as the company law members of HPA UK).
- 1.3 “**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.
- 1.4 “**Confidential Information**” means all communications (whether written or not) between the Parties and all information and other material supplied to, or received by, any Party under or in connection with this Membership Agreement which is either marked “confidential” or by its nature is intended to be for the knowledge of the recipient alone.
- 1.5 “**Director**” means a company director of HPA UK.
- 1.6 “**Holding Company**” means, in relation to a company or organisation, any other person, company or organisation in respect of which it is a Subsidiary.
- 1.7 “**HPA UK By-laws**” means any by-laws of HPA UK that are issued by the Directors and which relate to HPA UK membership.

- 1.8 **“Insolvency Event”** in relation to an entity means that the entity:
- 1.8.1 is dissolved (other than pursuant to a consolidation, amalgamation or merger);
 - 1.8.2 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;
 - 1.8.3 makes a general assignment, arrangement or composition with or for the benefit of its creditors;
 - 1.8.4 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;
 - 1.8.5 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 1.8.4 above and this:
 - (a) 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
 - (b) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
 - 1.8.6 has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
 - 1.8.7 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 1.8.4 above);
 - 1.8.8 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;
 - 1.8.9 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 1.8.1 to 1.8.8 above; or
 - 1.8.10 takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

- 1.9 “**Law**” means any law, ordinance, directive, regulation, bylaw, order or decree which is legally binding on a Party.
- 1.10 “**Membership Application Form**” means the application form for membership of HPA UK, as published on the Website.
- 1.11 “**Party**” means a party to this Membership Agreement and includes its successors in title, permitted assigns and permitted transferees.
- 1.12 “**Secretariat Services Provider**” means the provider of secretariat and other administration services to the Heat Pump Association.
- 1.13 “**Subsidiary**” means a subsidiary within the meaning of section 1159 of the Companies Act 2006.
- 1.14 “**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. **Acceptance of Terms**

- 2.1 All Members of HPA UK at the Effective Date are deemed to have accepted the terms of this Membership Agreement through their continued membership of HPA UK. Any individual or organisation admitted to Membership following the Effective Date will be required to sign a membership application form confirming their acceptance of the terms of this Member Agreement.

3. **HPA UK’s Purpose**

- 3.1 As set out in the Articles of Association, HPA UK’s purposes are: to represent and promote the industry of heat pumps and its associated technology, including (without limitation) by providing information, knowledge, guidance, support and expertise.
- 3.2 All HPA UK’s activities must further the above purposes.

4. **HPA UK’s Aims**

- 4.1 HPA UK has the following aims:
- 4.1.1 To promote the advantages and proper use of heat pumps and heat pump technology.
- 4.1.2 To present a co-ordinated and corporate view for the industry by representing the majority viewpoint of the Members.
- 4.1.3 To engage in active dialogue with stakeholders, such as: Government Authorities, national and international organisations involved with the specification or use of heat pumps.
- 4.1.4 To produce and issue information and literature for public distribution and to arrange representation at appropriate exhibitions.
- 4.1.5 To encourage any lawful activities which are in the best interest of the Members.

5. **Types of member**

- 5.1 The membership of HPA UK consists of both voting **company law members** and non-voting **associate members**. Only Executive Members and Full Members are voting company law members of HPA UK and will therefore be entered onto HPA UK's company register of members.
- 5.2 All Members (whether company law members or not) are subject to the Articles of Association and agree to abide by the terms of any HPA UK By-laws, including the terms of this Membership Agreement.
- 5.3 In accordance with HPA UK's Articles of Association, the Directors of HPA UK have the power to admit new Members. The Directors of HPA UK may delegate that responsibility to the Governing Body Committee (as described at clause 12 below). The Governing Body Committee will establish a process for admitting new Members and this process may be amended and updated by the Governing Body Committee from time to time subject to prior consent from the Board of Directors.

6. **Eligibility**

- 6.1 All prospective Members of HPA UK must:
 - 6.1.1 be an organisation or individual involved in the study, design, manufacture, supply, installation or use of heat pumps;
 - 6.1.2 agree to promote HPA UK's purpose and aims;
 - 6.1.3 excluding existing HPA UK Members at the Effective Date, apply for membership via the process set out on the Website, including agreeing to abide by the Articles of Association and all HPA UK Rules; and
 - 6.1.4 pay the relevant service fee by its due date.
- 6.2 The annual service fee payable and the benefits accruing to a member depend on the member's categorisation. Whilst members should apply for membership based on the category they consider they belong to, the Governing Body Committee reserve the discretion to make a final determination as to the appropriate categorisation of a member.
- 6.3 Eligibility details for each category of Member are available on the Website. Member categorisations and benefits are set out at clause 8.
- 6.4 Decisions relating to eligibility, admission and removal of Members 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 Directors. The "Code of Practice relating to Admission to and Removal from Membership" may be amended from time to time by the Directors, providing that any such changes are notified in advance to the Members.

7. **Annual service fee**

- 7.1 On successfully applying for membership of HPA UK and being accepted, the member will be invoiced for the relevant annual service fee that applies to its membership-type (pro-rated

in accordance with clause 7.5 below). Invoices may be issued by the Secretariat Services Provider on behalf of HPA UK. Membership begins on the date on which the invoice is issued.

- 7.2 Annual service fee rates can be found at <https://www.heatpumps.org.uk/membership/become-a-member/> or at such other location as is notified to the Members from time to time.
- 7.3 Service fee rates shall be proposed by the Governing Body Committee and approved by Directors for each calendar year and any changes to the service fees will be notified to Members no less than 3 months before the start of the year. They will be calculated to enable the effective delivery of a workplan agreed by the Governing Body Committee and Directors.
- 7.4 All Members must pay the relevant annual service fee within 30 days of being invoiced for the same (or membership may be revoked under this Membership Agreement and/or the Articles of Association).
- 7.5 Where a new Member joins the membership part-way through the membership year (which runs from 1 January to 31 December), the fee for newly joining Members will be pro-rated on a quarterly basis based on the residual period left within the year in which the Member has joined.
- 7.6 In addition to the payment of the service fee, Members of all categories agree to support HPA UK's activities and, where possible and appropriate, provide services in kind to HPA UK (for example, seconding staff, making meeting rooms available and for other membership organisations circulating details to their members of Heat Pump Association activities).

8. Member Categories and Benefits

- 8.1 Member benefits depend on the category of membership. Full details of the different membership categories, eligibility criteria, benefits and annual service fee rates are available on the Website. Any change to eligibility criteria and/or membership benefits must be approved by the Governing Body Committee, with such changes to be notified to Members via the Website. The Governing Body Committee (with the approval of the Directors) may agree additional categories of membership from time to time, and any such changes will be notified to the Members via the Website.
- 8.2 A summary of the membership categories as at the date of this Agreement, are set out below:

Category of Membership	Company Law Member of HPA UK?	Eligibility
Honorary Membership	No	Any individual or business identified as eligible by the Governing Body Committee.
Reciprocal Membership	No	Trade Associations and Institutes
Affiliate Membership	No	Students, Apprentices, Individuals, Schools and Colleges

Associate Membership	No	Any company or organisation involved in the study, design, manufacture, supply, installation or use of heat pumps.
Installer Membership	No	Heat Pump installation businesses (including drillers and associated trades)
Full Membership	Yes	Any company or organisation involved in the study, design, manufacture, supply, installation or use of heat pumps.
Executive Membership	Yes	Any company or organisation involved in the study, design, manufacture, supply, installation or use of heat pumps.

8.3 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. HPA UK retains the right to require such entities to join as members of HPA UK or in the absence of agreement by such entities to join the membership of HPA UK, to restrict such entities from receiving the benefits which arise as a result of HPA UK membership.

8.4 Members are not permitted to assign or transfer any of their rights or obligations under this Agreement, except with the prior written consent of HPA UK.

8.5 All Members consent to HPA UK carrying out relevant credit and/or anti-money-laundering searches in order to comply with all relevant Laws, rules and policies of HPA UK and all Members agree to provide HPA UK with such reasonable information and assistance as HPA UK may require to conduct such checks and searches.

9. **Member Obligations and Code of Conduct**

9.1 All HPA UK Members must:

9.1.1 act in good faith towards each other and HPA UK in connection with their membership of HPA UK;

9.1.2 uphold the interests of HPA UK and not act in such a way that could bring HPA UK's name into disrepute;

9.1.3 inform HPA UK promptly if they ceases to meet the eligibility criteria of their membership;

9.1.4 promptly pay service fees when invoiced for the same;

- 9.1.5 comply with the Articles of Association, HPA UK Rules, and any other relevant policy or rules issued by the Directors and/or the Governing Body Committee from time to time;
- 9.1.6 abide by the HPA UK Code of Conduct, the current version of which is set out in the Schedule to this Agreement as which may be updated from time to time by the Directors (with any changes to the Code of Conduct being made available to Members via the Website); and
- 9.1.7 comply with all applicable Laws and regulations, including competition law (see clause 13 below).

10. **General Meetings of HPA UK**

- 10.1 In accordance with the Articles of Association, HPA will hold an Annual General Meeting in each calendar year. 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. Additional general meetings may be held from time to time (in accordance with the Articles of Association).
- 10.2 In addition to complying with all relevant requirements in the Articles of Association, 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.
- 10.3 As company law members of HPA UK, all Executive Members and Full Members have a right to attend and vote at general meetings of HPA UK (in accordance with the Articles of Association). In addition, HPA UK will invite all non-voting (non-company-law) Members to attend general meetings in an observer category.
- 10.4 HPA UK will strive to achieve unanimity among Executive Members and Full Members in support of the policy statements prepared by the Governing Body Committee, be they written or verbal. Any Executive Member or Full Member having a minority view may require any such statement to include due reference to their alternative opinion or position.
- 10.5 In addition to General Meetings held in accordance with the Articles of Association, HPA UK will arrange for additional meetings and other opportunities to engage with its members from time to time.

11. **Suspension, termination and cancellation of membership**

- 11.1 The Articles of Association apply to retirement and removal of Executive Members and Full Members (as company law members of HPA UK).
- 11.2 One or more membership benefits may be suspended by a decision of the Governing Body Committee (subject to the rights of the Executive Members and Full Members under the Articles of Association and English and Welsh company law) if a Member has failed to pay their service fee within 30 days of an invoice for the same being issued.
- 11.3 If:
 - 11.3.1 an invoice remains outstanding after 90 days of it being issued;
 - 11.3.2 a Member is subject to an Insolvency Event, which if capable of remedy has not been remedied within 30 days of receiving notice from HPA UK; or

- 11.3.3 a Member has breached the Articles of Association, the terms of this Agreement or the terms of any HPA UK Rules in a manner that the Governing Body Committee considers is substantively detrimental to HPA UK or risks significant detriment to HPA UK;

the Governing Body Committee may, at its discretion (acting reasonably) cancel the Member's membership (having first given the Member in question a reasonable opportunity to put its case on the matter to the Governing Body Committee, and having taken any such representations into account in making a decision).

- 11.4 No refund of fees already paid will be issued where a Member is removed from membership under clause 11.3 above.

- 11.5 Members may cancel their membership at the end of any calendar year by submitting a written notice of withdrawal which must be received by HPA UK 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 be sent to the Heat Pump Association's registered postal address.

- 11.6 On termination or cancellation of a Member's membership of HPA UK, that Member shall no longer be a Party to this Membership Agreement.

12. **Directors and Governance Body Committee of HPA UK**

- 12.1 The Directors are appointed in accordance with the Articles of Association.

- 12.2 In accordance with the Articles of Association, the Directors are responsible for managing the business of HPA UK. However, the Directors may delegate their powers and functions to other groups / committees. The Directors may establish working groups and committees from time to time, in accordance with the Articles of Association.

- 12.3 Within six months of the Effective Date, the Directors will have commenced the process of establishing a Governing Body Committee. The Governing Body Committee shall be made up as follows:

- 12.3.1 Up to eleven individuals elected from the Executive Members by the Executive Members and Full Members, with such individuals serving for a term of two years;

- 12.3.2 Up to one installer member representative who shall be elected by the Installer Members and serve for a term of two years; and

- 12.3.3 Up to three additional Governing Body Committee members to be co-opted by a decision of the Governing Body Committee, all of whom must be employees of HPA UK Members and providing they remain in such employment, shall serve for a term of two years.

- 12.4 The Chair of the Governing Body Committee must be an Executive Member, and have been elected to the Governing Body Committee by the Executive Members and the Full Members. The Vice-Chair of the Governing Body Committee will become the Chair of the Governing Body Committee in accordance with clause 12.5 below. The Chair of the Governing Body Committee shall serve in this role for a term of two years. The Chair of the Governing Body Committee shall, ex officio, also be a Director. On retiring as Chair of the Governing Body

Committee, the retiring Chair shall be invited to remain as a Director for a period of up to two years in their capacity as past-Chair.

- 12.5 The Vice-Chair of the Governing Body Committee, who must be an Executive Member, and have been elected to the Governing Body Committee by the Executive Members and the Full Members will then be selected by fellow Governing Body Committee Members. The Vice-Chair of the Governing Body Committee shall serve for a term of two years (or less if the Chair of the Governing Body Committee steps down prior to this), after which they shall assume the role of Chair of the Governing Body Committee for a two year term in accordance with clause 12.4 above. The Vice-Chair of the Governing Body Committee shall also, ex officio, be a Director.
- 12.6 The Directors may extend a Governing Body Committee member's term of office by up to one year in order to ensure retirements of the Governing Body Committee are appropriately staggered.
- 12.7 Each Member can only have one representative on the Governing Body Committee.
- 12.8 In accordance with its delegation from the Directors, the function of the Governing Body Committee is:
 - 12.8.1 to set the strategic policy, management principles and overall direction of HPA UK's activities and to ensure that these are implemented;
 - 12.8.2 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); and
 - 12.8.3 to set annual budgets and membership service fees, subject to approval by the Directors.
- 12.9 The Governing Body Committee will meet quarterly or at such other times as it may decide. The Governing Body Committee shall agree a process for calling and holding their meetings. A quorum for Governing Body Committee meetings shall be 4 of the total number of Governing Body Committee members (or all members of the Governing Body if there are fewer than 4 members at any time). Voting will be by simple majority and in the event of a tied vote, the Chair of the Governing Body Committee shall have a casting vote.
- 12.10 The Governing Body Committee shall provide regular reports on its decisions and activity to the Directors.
- 12.11 Where any Member becomes a member of the Governing Body Committee, they shall comply with this clause 12, the Articles of Association and any additional HPA UK By-laws (including any relevant terms of reference) that apply to the role and operation of the Governing Body Committee.
- 13. **Competition Law, Lobbying and Anti-Trust Policy**
 - 13.1 Each Member must comply with HPA UK's Competition/Anti-Trust Policy, a copy of which is available on the Website. Any change to this policy must be agreed by an ordinary resolution of the Executive Members and Full Members.

- 13.2 All Members must ensure that its employees, representatives and external consultants who participate in activities in connection with HPA UK are aware of, and agree to, the Competition/Anti-Trust Policy.

14. Confidentiality and use of HPA UK Brand

- 14.1 Subject to clause 14.3, no Party shall disclose to any third party any Confidential Information except:

- 14.2 as may be required by Law or by any regulatory authority, or stock exchange on which its shares are listed; or

- 14.2.1 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

- 14.2.2 with the prior written consent of the Party to which the Confidential Information relates.

- 14.3 Each Party may disclose the existence of this Membership Agreement and Members may disclose their membership of HPA UK, in its annual report, on its website and elsewhere for the purposes of public transparency and the HPA UK logo may be used solely for this purpose. Any use of the HPA UK name and/or logo must comply with any brand guidelines issued by HPA UK from time to time and use of the HPA UK logo may be restricted to particular membership categories at the discretion of the Governing Body Committee (as approved by the Directors). Any use of the HPA UK logo must only be for the purpose of identifying the Member’s membership of HPA UK and must not be used to suggest that HPA UK endorses a Member’s products and/or services. Members are not permitted to make any form of representation that HPA UK endorses their products and/or services.

- 14.4 HPA UK may choose to adopt a confidentiality policy from time to time and a copy of this policy shall be provided to the Members. The Members must comply with the terms of any such policy.

15. Communications

- 15.1 Any communication or notice to be provided under or in connection with this Membership Agreement shall be made in writing and, unless otherwise stated, may be made by e-mail or by letter. Where indicated in this Membership Agreement, HPA UK can also provide information to the Members via the Website.

- 15.2 On becoming a Member, every Member shall provide HPA UK with the contact details (including an email address and physical address) of a representative who HPA UK shall be authorised to deal with in relation to that Member’s membership. Each Member is responsible for notifying HPA UK of any change to these contact and/or representative details. HPA UK shall not be liable for any failure of a Member to provide HPA UK with up to date contact details.

16. Data Protection

- 16.1 HPA UK will use any personal data collected in connection with a Member’s membership in accordance with its Privacy Policy, which can be accessed via the Website. Please note that

HPA UK may update its Privacy Policy from time to time, with any updates to be published on the Website.

17. Third Party Rights

- 17.1 Any person or organisation that is not a party to this Membership Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18. Partnership

- 18.1 Nothing in this Membership Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

19. Variation

- 19.1 Any variation to the terms of this Membership Agreement must be approved an ordinary resolution at a general meeting of HPA UK.

20. Partial Invalidity / Severance

- 20.1 If, at any time, any provision of this Membership Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable Law, the legality, validity and/or enforceability of the remaining provisions of this Membership Agreement shall not be in any way affected or impaired.

Schedule 1 - HPA UK Code of Conduct

All HPA UK Members must:

1. At all times so order their conduct as to uphold the dignity and reputation of the heat pump industry and to safeguard the public interest in matters relevant to the art, science and practice of heat pump system design, installation and commissioning.
2. Exercise professional skill, care and diligence to the best of their ability and discharge their duties and responsibilities with fidelity, and with proper regard to professional standards.
3. In relation to their dealings with HPA UK and other Members, at all times operate in compliance with all applicable Laws and regulations, including (but not limited to) complying with competition laws and regulations.
4. Actively maintain, and encourage others to maintain, their professional competence through systematic improvement and broadening of their knowledge and skill.
5. Reject bribery and all forms of corrupt behaviour, and make positive efforts to ensure others do likewise.
6. Avoid, where possible, real or perceived conflict of interest in relation to their membership of HPA UK.
7. Take all reasonable steps to prevent avoidable danger to the health, safety and welfare of themselves, colleagues and the general public.
8. Promote the principles of sustainability and seek to prevent the avoidable adverse impact on the environment or on HPA UK.
9. Only undertake work for which they have sufficient professional and technical competence and adequate resources to meet their obligations.
10. Treat everyone fairly and with respect and embrace equality of opportunity, diversity and the elimination of discrimination.
11. Cooperate and integrate actively with other professionals in the built environment.
12. Observe the proper duties of confidentiality owed to appropriate parties.
13. Cooperate in full, and in a timely fashion, with any reasonable requests and/or enquiries of HPA UK in relation to the Member's membership of HPA UK and compliance with the terms of this Membership Agreement.
14. When representing HPA UK to an external audience, (which must always be with the prior consent of HPA UK), remain impartial with regard to the various heat pump formats, merely outlining the advantages and disadvantages of the different technologies, on the understanding that all heat pump formats are low in emissions at the point of use compared to other currently available heating technologies delivering comparable outcomes.