

The Nuclear Industry Association, a company limited by guarantee with company number 02804518 (the “NIA”), may accept or reject any application made for membership to the NIA. These Terms and Conditions of Membership (the “Conditions”) are final.

## 1 DEFINITIONS

In these Conditions, the following words have the following meaning:

- 1.1 ‘**Application Form**’ means the application form completed by the prospective Member submitted to the NIA for the purpose of applying for Membership.
- 1.2 ‘**Member**’ means the firm, company or organisation who is a member of the NIA.
- 1.3 ‘**Membership**’ means membership of the NIA by the Member.
- 1.4 ‘**Membership Fee**’ means the membership fee payable by the Member to the NIA for Membership (which is subject to VAT).
- 1.5 ‘**Membership Year**’ means as defined at clause 2.1.

## 2 SUBSCRIPTIONS AND PAYMENT

- 2.1 The Membership year begins on 1 April and runs to 31 March annually (the ‘**Membership Year**’).
- 2.2 On acceptance of the prospective Member’s Application Form, the NIA will issue an invoice to the Member for the first Membership Fee.
- 2.3 For Members who join part way through a Membership Year, the first Membership Fee shall be calculated on a pro-rata basis.
- 2.4 For subsequent Membership Years, the NIA will issue an invoice to the Member for the Membership Fee on 1 April at the commencement of the year.
- 2.5 The Membership Fee is reviewed annually and will be notified to members in writing.
- 2.6 The Membership Fee is payable in pounds sterling (£) only.
- 2.7 The NIA may, at its sole discretion, accept payment by credit card. Payment by a company credit card will be surcharged. If payment by company credit card is accepted a handling fee of 2.5% of the value of the invoice (including VAT) will be payable.
- 2.8 Members who make payments not in accordance with these Conditions which cause the NIA to suffer exchange-rate losses of over 5 per cent of the sums due may be charged additional amounts to cover the NIA’s costs (at the sole discretion of the NIA).
- 2.9 The Member gives consent to the NIA to carry out a credit search on the Member now or at a future date.
- 2.10 When a member merges, or is acquired by another member, 75% of the combined subscription in the first full year following the merger or acquisition will be required, after which future membership fees will be revaluated against the existing criteria.
- 2.11 The NIA reserves the right to terminate membership of any company where payment of membership subscriptions is not made in a timely manner.



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## 3 PRIVILEGES OF MEMBERSHIP

- 3.1 Privileges of Membership are detailed on the NIA's website at [www.niauk.org/images/pdfs/information\\_sheets/keybenefits.pdf](http://www.niauk.org/images/pdfs/information_sheets/keybenefits.pdf) (as amended and updated by the NIA from time to time).
- 3.2 Membership does not in any way constitute ownership of the NIA.
- 3.3 Membership is intended for the Member and employees of the named Member. Parent, subsidiaries or other related companies or organisations of the Member are required to join the NIA in their own right if employees of those companies or organisations wish to receive Member benefits.

## 4 MEMBER PERSONAL DATA AND DATA PROTECTION

- 4.1 Member personal data will be collected, processed and stored on a secure database for the purposes of administration, correspondence, payment of fees, providing newsletter and publications, sending industry updates or press releases, along with notification of events and business groups, all of which form part of membership subscription services. Under no circumstances will NIA pass this data on to external companies for marketing purposes.
- 4.2 NIA is committed to following the rules of the General Data Protection Regulation (GDPR) and as such members will be required to opt-in to having their personal data stored and used for the purposes of fulfilling membership subscription services. Members may opt-out, amend their data or request to be deleted at any time. More information on GDPR is available at <https://ico.org.uk/for-the-public>.
- 4.3 Member personal data is held subject to the [NIA's Privacy and Cookies Policy](#), which explains how NIA stores and uses personal data along with member's rights under data protection law. NIA may change this policy from time to time by updating this web page. Members should check this page regularly to ensure they agree with any changes.
- 4.2 NIA will retain data relevant to records of a company membership for a period of no more than 6 years.

## 5 TERMINATION AND NOTICE

- 5.1 Membership is continuous and automatically renewed on an annual basis until written notice is given by the Member to the NIA in accordance with these Conditions.

### Termination by Member

- 5.2 6 months' written notice of termination of Membership must be given by the Member to the NIA.
- 5.3 Notice of termination pursuant to clause 5.2 must be delivered to: FAO: Stephanie McKenna, Nuclear Industry Association, 5th Floor, Tower House, 10 Southampton Street, London WC2E 7HA. Notice of termination is not effective until acknowledged by the NIA. Acknowledgement of notice of termination will be issued by the NIA to the Member within 14 days of receipt of notice of termination.
- 5.4 The Member must contact the NIA if acknowledgement of notice of termination is not received in accordance with this clause 5.
- 5.5 If notice of termination is given prior to the start of a Membership Year, the Membership Fee payable shall be calculated on a pro-rata basis for the duration of the remaining 6 month notice period. No refund will be made on termination of Membership for Membership Fees already received by the NIA.

### Termination by NIA

- 5.6 The NIA may terminate the Member's Membership at any time on providing reasonable notice to the Member. The NIA reserves the right to terminate membership of any company where payment of membership subscriptions is not made in a timely manner.



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**5.7** The NIA may terminate the Member's Membership with immediate effect without giving prior notice if the NIA considers that the Member has behaved in a manner or has been party to or associated with any act or omission which has brought, or could in the future bring, the NIA into disrepute.

**5.8** If Membership is terminated in accordance with clauses **5.6** or **5.7**, no refund will be made of any Membership Fees already received by the NIA.

**5.9** Clauses **5.6** and **5.7** are without prejudice to clause **6.1**.

## **6** COMPETITION AND ANTITRUST

**6.1** If the NIA, at their sole discretion, deems a Member to have colluded or taken part in anti-competitive behaviour, or to be intending to do so, that Member's Membership may be terminated immediately and without prior notice. For the purposes of this clause anti-competitive behaviour means any behaviour that the NIA, at their sole discretion, deems to have as its aim the prevention or reduction of competition in a market, including but not limited to the UK civil nuclear industry.

## **7** AMENDMENTS TO CONDITIONS

**7.1** These Conditions may be amended by the NIA from time to time and any such amendments will be notified to the Members in writing.

## **8** COMPLAINTS

**8.1** Should an NIA member have a complaint regarding the NIA, its Staff or any other Member, this should be notified to: FAO: Office Manager, **Veronica Lekavicius, Nuclear Industry Association, 5<sup>th</sup> Floor, Tower House, 10 Southampton Street, London WC2E 7HA.**

## **9** LIMITATION OF LIABILITY

**9.1** NIA shall have no liability for any damages, costs, claims, expenses, interest or other liability arising out of the performance or non-performance by the NIA of its obligations under these Conditions.

**9.2** Every Member undertakes to contribute to the assets of the NIA. In the event of the NIA being wound up either whilst a Member is a current Member, or within one year after a Member ceases to be a Member, each Member's liability shall not exceed the sum of one pound (£1.00). For the avoidance of doubt this shall include any liability in relation to payment of any debts and liabilities of the NIA, the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among Members.

## **10** THIRD PARTY RIGHTS

**10.1** A person who is not a party to these Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.

## **11** GOVERNING LAW AND JURISDICTION

**11.1** These Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

**11.2** The NIA and the Member irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or their subject matter or formation (including non-contractual disputes or claims).

**Last revised 19 December 2018**