

2024 Edition

Associates

Terms and Conditions for Associates of the Electrical Contractors'
Association



TERMS AND CONDITIONS FOR ASSOCIATES OF ECA

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1. INTRODUCTION

ECA Associates agree to support ECA's purpose: "To lead our industry and Members to growth and prosperity."

A range of benefits and opportunities are available to ECA Associates, including the ability for ECA to facilitate a dialogue with both ECA and its Member organisations on critical industry issues and opportunities for improvement.

Under ECA Rule 3.9, ECA Associate status is available to parties who operate within the engineering services sector, but who are not eligible or not yet able, to fulfil ECA's Membership requirements and therefore not eligible to join ECA as a Member.

To help ensure the standard and quality of those who are welcomed into being an ECA Associate, and to ensure alignment with ECA's purpose and values, from January 2025, ECA Associates will be expected to comply with the ECA's Associate Framework Requirements.

These terms and conditions set out the framework of terms for organisations to become ECA Associates FROM 1st January 2025.

Except where otherwise provided herein, the following words and phrases shall have the meanings assigned to them below. Any reference to days is to calendar days unless otherwise specified.

- 1.1 ECA Associate status is available to parties who operate within the engineering services sector, but who are who are not eligible or not yet able, to fulfil ECA's Membership requirements (as set out in the ECA Rules).
- 1.2 If you are accepting these terms and conditions on behalf of a company or other organisation, you represent that you have the authority to bind that company or organisation to these terms and conditions, and the terms "**you**", "**your**" and "**ECA Associate**" will refer to that company or organisation.
- 1.3 In consideration of the ECA accepting your Application for Associate Membership, the ECA Associate agrees to be bound by these terms and conditions, the ECA Code of Conduct (as amended from time to time), together with the ECA's Rules (as amended from time to time) insofar as applicable to ECA Associates.
- 1.4 The rights of ECA Membership are reserved for ECA Members.
- 1.5 Subject to these terms and conditions, the ECA Associate shall be entitled to describe itself as an ECA Associate.
- 1.6 ECA may sub-divide the ECA Associate scheme into separate categories and, if appropriate, identify logos, benefits, discounts, opportunities, right and obligations which pertain to each sub-division/category of ECA Associate.
- 1.7 You agree that ECA may unilaterally change these terms and conditions from time to time (including those which might arise hereunder pertaining to sub-divisions/categories of ECA Associates). Unless otherwise specified by us, all changes to the terms and conditions come into force on the date that the changes are posted to www.eca.co.uk. For the avoidance of doubt, you agree that any such changes will apply to you as an existing ECA Associate. Changes will be notified through the ECA website or may be (but are not required to be), communicated by e-mail.

2 ABOUT US

- 2.1 The ECA Associate scheme is provided by The Electrical Contractors Association Limited (a company incorporated in England and Wales registered number 00143669 whose registered office is at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU ("**ECA**", "**we**", "**us**" or "**our**").

3 ECA ASSOCIATE SCHEME

- 3.1 ECA's Associate scheme is provided by us to companies, partnerships and organisations who have common interests with ECA but do not qualify to be a Member of ECA. The ECA's Associate scheme is established to allow ECA Associates to promote and support; technical excellence, good industry practice, safety and the exchange of information and opinion on issues pertaining to the engineering services sector in support of ECA's purpose statement (*'to lead our Members and industry to growth and prosperity'*).
- 3.2 ECA's Associate scheme permits ECA Associates access to certain benefits and discounts, the use of relevant ECA's Associate logos (where applicable) and access to specialist events and networking opportunities.
- 3.3 A more detailed description of the ECA Associate scheme is available on the ECA website and/or in any other documentation or materials provided by us through the ECA website or otherwise. ECA reserves the right to vary the benefits, discounts, and opportunities, which will be reviewed on an annual basis.
- 3.4 You can become an ECA Associate on application and, if your application is approved, your participation in the ECA Associate scheme will be for the remainder of the calendar year (i.e. until the 31st December in that year) from acceptance of application. At the end of the initial period, unless we determine otherwise, your ECA Associate scheme participation will automatically renew for the next calendar year.
- 3.5 Please note that features and materials offered as part of the ECA Associates scheme may be added to, withdrawn or changed by ECA without notice at any time.
- 3.6 We are not obliged to accept any application by you to become an ECA Associate, but if we do, we will communicate our acceptance in writing (which may be by email). Your accepted application together with these terms and conditions shall be the contract between us for your participation as in the ECA Associate scheme.
- 3.7 These terms and conditions apply to your contract with us to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4 ECA ASSOCIATE UNDERTAKINGS AND CONDUCT

- 4.1 You shall enhance relations with Members of ECA and increase the perception and professionalism of Members, the trade and the engineering services sector. You shall be mindful when carrying out commercial and business activities of; the ECA strategic objective and core values, ECA's policy positions and the Objects of ECA as set out in the ECA Rules.
- 4.2 You shall not bring ECA or the trade into disrepute or take action which, in the reasonable opinion of ECA, would denigrate ECA or put you in conflict with ECA's policy positions or commercial interests. ECA reserves the right to suspend any ECA Associate who, in the reasonable opinion of ECA, breaches the above provision until such time as the action complained of is ceased by the ECA Associate and your rights thereunder will be suspended immediately on notification of suspension until such time as your participation in the ECA Associate scheme is reinstated or terminated. If suspension continues for a cumulative period of 60 days, ECA will have the right to terminate your participation in the ECA Associate scheme and your rights thereunder will cease immediately on notification of termination.
- 4.3 ECA remains committed to fair and open competition, ECA Associates are therefore expected to abide with all applicable UK business legislation including, but not restricted to, competition law, data/information compliance laws/regulations, applicable UK environmental legislation and standards.
- 4.4 Any equipment manufactured, advertised, or supplied by an ECA Associate for the UK will be legitimately marked as UK compliant as necessary to confirm that it complies fully with applicable UK/EU law and that:

- 4.4.1 it is 'fit for purpose' and of 'satisfactory quality';
- 4.4.2 it is safe to install by competent professionals; and
- 4.4.3 it is safe for use by clients (which may include the public), for the purposes for which it is marketed.
- 4.4.4 the products or services; supplied, sold or distributed by an ECA Associate in the UK are supplied, manufactured (or manufactured under licence) to conform to:
 - 4.4.4.1 UK statutory requirements; and
 - 4.4.4.2 other relevant standards, including those relating to safety, product performance, and other quality assurance.
- 4.4.5 ECA Associates who participate in any ECA event are expected to provide specialist information, knowledge, advice and expertise for the benefit of ECA and not purely for the furtherance of the ECA Associate's own commercial interests. Participation in a ECA event will be by invitation only and the ECA have the right to rescind any such invitation to participate in a ECA event at any time for any reason.
- 4.4.6 Invitations to sponsor any ECA event will be made on a first come first serve basis and multiple sponsors may be appointed dependent on the event at the sole discretion of ECA.
- 4.4.7 ECA Associates who participate in any Specialist Group or Committee are expected to provide specialist technical/expert/technical input and expertise for the benefit of ECA. Participation in any ECA Specialist Group or Committee will be by invitation only and ECA have the right to rescind an invitation to any Specialist Group or Committee at any time for any reason.
- 4.4.8 You shall not hold yourself out to be Members of ECA.
- 4.4.9 You acknowledge that you do not have the voting rights of Members of ECA and you agree to abide by the terms of the ECA Rules as applicable to Associates.

5 ECA ASSOCIATE LOGOS

- 5.1 Subject to you complying with these terms and conditions and paying all ECA Associate subscription fees due, we hereby grant you a non-exclusive, non-transferable fully revocable licence to use the appropriate ECA Associate logo (unless no such logo exists for your sub-division(s) of Associate) in relation to your business activities and the promotion of the ECA Associate scheme in accordance with these terms and conditions for the duration of the term of your participation in the ECA Associate scheme.
- 5.2 You shall not use any ECA Associate logo for any purpose other than that detailed above in clause 11.1 and you acknowledge that you shall not acquire any rights in any ECA Associate logo other than that of a licence for the duration of your participation in the ECA Associate scheme.
- 5.3 You shall use all reasonable endeavours to prevent any unauthorised use of any ECA Associate logo and, in the event of any such unauthorised use, promptly notify us.

6 CHARGES AND PAYMENT

- 6.1 Unless stated otherwise in any application and subject to clause 17, your participation in the ECA Associate scheme commences on the date set out in the written acceptance of your application by us. Fees for the ECA Associate scheme, are set out on the ECA website and are annual and payable in advance. We accept payment by direct debit, cheque or direct bank transfer within 30 days of the date of our invoice.

6.2 If you pay on direct debit, you agree to automatic renewal of your participation in the ECA Associate scheme at the then currently applicable relevant fees prescribed by us. Otherwise prior to the expiry of your participation in the ECA Associate scheme, we may notify you that your 12-month participation in the ECA Associate scheme is renewing in which case the fee shall be the then current rates notified by us to you (if you wish to terminate your renewal, you will have to do so in accordance with clause 17).

6.3 All amounts and fees stated or referred to in these terms and conditions:

6.3.1 shall be payable in pounds sterling

6.3.2 are non-cancellable and non-refundable

6.3.3 are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.

6.4 We shall be entitled to vary the fees at any time during your participation in the ECA Associate scheme upon 10 days' prior notice to you at any time. Such changes shall take effect on the next payment date and we shall be entitled to or collect any additional payment by direct debit or invoice you for any additional payment required from you and you shall pay such sum within 30 days of the date of our invoice. If, as a result of the increase in the fees, you do not wish to pay the additional amount, you may terminate your participation in the ECA Associate scheme subject to you giving us written notice of your request to terminate within 7 days of the date of our notice varying the fees. No refunds will be given.

6.5 Without prejudice to our other rights and remedies, if you fail to pay the fees due and payable under these terms and conditions by the due date for payment, we may:

6.5.1 suspend your Associate Membership until all overdue amounts (including interest) are paid in full, and/or

6.5.2 charge interest on the overdue amount at the rate of 8% per annum above the base rate of the Bank of England from the due date for payment until the date the payment is made in full, whether before or after judgement.

7 INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that we own all right, title and interest to and all intellectual property rights (including all copyright, patent, trade mark and other intellectual property rights) in the ECA Associate scheme and ECA Associate logos, including the ECA website, any related software, any databases, data, technology, reports, templates, models and documentation. Except as expressly stated herein, these terms and conditions do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the ECA Associate scheme or any ECA Associate logos.

8 CONFLICT OF INTEREST

You shall take appropriate steps to ensure that neither you nor any of your employees, agents or sub-contractors is placed in a position where, in the reasonable opinion of the ECA, there is or may be any actual or potential conflict between your financial or commercial interests and the obligations owed by you to the ECA under this agreement. You agree to disclose the full details of any actual or potential conflict of interest to the ECA promptly upon becoming aware of the same. The ECA Association Secretary shall keep a record of all such disclosures.

9 INDEMNITY

You shall defend and indemnify us and keep us indemnified against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your membership of the ECA Associate scheme and/or the use of any ECA Associate logo(s).

10 LIMITATION of liability

10.1 This clause 16 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

- 10.1.1 any breach of these terms and conditions
- 10.1.2 any participation by you in the ECA Associate scheme and/or the use of an ECA Associate logo, and
- 10.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms and conditions.

10.2 Except as expressly and specifically provided in these terms and conditions:

- 10.2.1 you assume sole responsibility for your participation in the ECA Associate scheme and for use of an ECA Associate logo by you and your employees, agents and sub-contractors, and
- 10.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms and conditions.

10.3 Nothing in these terms and conditions excludes or restricts our liability for:

- 10.3.1 death or personal injury caused by our negligence, or
- 10.3.2 fraud or fraudulent misrepresentation, or
- 10.3.3 any other matter the liability for which cannot be restricted or excluded by law.

10.4 Subject to clause 16.2 and clause 16.3:

- 10.4.1 we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these terms and conditions, and
- 10.4.2 our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these terms and conditions shall be limited to the total fees paid by you during the 12 months immediately preceding the date on which the claim arose.

11 TERM AND TERMINATION

11.1 Your participation in the ECA Associate scheme shall, unless otherwise terminated in accordance with these terms and conditions, commence on the date of our acceptance of your application and continue until the date set out in our acceptance. In the event that no notice of termination has been received by ECA prior to 30 days before expiry of the period set out in our acceptance of your application for ECA Associate scheme participation, this agreement shall continue for a further 12-month period. Your continued participation in the ECA Associate scheme and/or use of the relevant ECA Associate logo (if applicable) after receipt of a renewal invoice confirms your acceptance of the subsequent term of participation in the ECA Associate scheme contained therein. In such circumstance, you will be liable for the relevant fees together with the fees for any relevant additional services, and so on for subsequent terms of participation in the ECA Associate scheme. This agreement may be changed from time to time by ECA immediately upon notice as described below or by written agreement. Continued participation in the ECA Associate scheme and/or use of any ECA Associate logo (if applicable) following any change constitutes acceptance of the change.

11.2 Notwithstanding your right to terminate under clause 12.2, you may terminate your participation in the ECA Associate scheme at any time on 60 days' notice in writing to us. No

refunds of any fees or charges shall be made to you by us and you will remain liable for the full cost of your unpaid fees for the remainder of the calendar year.

11.3 Without prejudice to any other rights or remedies to which we might be entitled we may terminate your participation in the ECA Associate scheme and your use of any ECA Associate logo without liability to you, if:

11.3.1 you breach any of these terms and conditions,

11.3.2 any payment due to us under this agreement is not paid in full by its due date for payment;

11.3.3 we receive complaints about your participation with ECA; or

11.3.4 we reasonably believe you are in breach of the provisions of clause 13, 14 or 18.

11.4 On termination or expiry of your Associate Membership for any reason all licences granted under these terms and conditions and your right to participate in the ECA Associate scheme and use of any Associate logo shall immediately terminate.

11.5 On termination or expiry of your Associate Membership for any reason, the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

12 ANTI-BRIBERY AND CORRUPTION

12.1 You shall comply with the Bribery Act 2010 and all other applicable UK legislation, regulations and codes in relation to bribery or corruption ("Bribery Laws") including ensuring that you have in place adequate procedures to ensure compliance with Bribery Laws. You shall ensure that all of your employees, agents and sub-contractors also comply with all Bribery Laws. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.

12.2 Without limitation to clause 18.1 you shall not make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on your behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on your behalf.

13 FORCE MAJEURE

We shall have no liability to you if we are prevented from or delayed in performing our obligations under these terms and conditions, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control.

14 WAIVER

14.1 A waiver of any right under these terms and conditions is only effective if it is in writing and signed by the waiving party and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

14.2 No single or partial exercise, or failure or delay in exercising, any right, power or remedy by any party shall constitute a waiver by that party of any right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

15 SEVERANCE

15.1 If any provision (or part of a provision) of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intentions of the parties.

16 ENTIRE AGREEMENT

16.1 The headings used herein are for ease of reference only and are not to be used as a means of interpretation or construction of this agreement.

16.2 All documents expressly referred to in these terms and conditions are hereby to be incorporated herein and are to be regarded as having the same effect as if they were set out in full in the text of these terms and conditions.

16.3 These terms and conditions, and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

16.4 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

17 ASSIGNMENT

17.1 You shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these terms and conditions.

17.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these terms and conditions.

18 NO PARTNERSHIP OR AGENCY

Nothing in these terms and conditions is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19 THIRD PARTY RIGHTS

These terms and conditions do not confer any rights on any person or party (other than the parties to these terms and conditions and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

20 NOTICES

Except as otherwise provided herein, all notices and other communications to you shall be in writing or displayed electronically on the ECA website by us. Notices to you shall be deemed to have been properly given on the date posted, if posted; on the date first made available, if displayed on the ECA website; or on the date received, if delivered in any other manner. Notices to us should be sent to ECA at the contact address shown on the ECA website.

21 GOVERNING LAW AND JURISDICTION

21.1 These terms and conditions and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England and Wales.

21.2 The courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims) save that we have the express right (at our sole discretion) to bring an action against you in a court or courts where you are resident or where you have your principal place of business or central administration



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