MEMBERSHIP APPLICATION

Many thanks for your interest in becoming a member of NEPIC. So that we can get things moving as quickly as possible for you, can you please **complete** **and return** this membership application to [carole.wright@nepic.co.uk](mailto:carole.wright@nepic.co.uk)   
  
Once we receive your application, we will be in contact to discuss your company, your aspirations for your membership and how we can help you succeed within the sector. We look forward to welcoming you to the cluster.

***\*How we manage and use your data****: NEPIC respects the information we collect and hold on you and take the security and use of your information very seriously. We have recently published an updated Privacy Policy to give you more information on the data we hold on you, what we do with that data, who we share your data with and your new rights under GDPR. Visit* [*www.nepic.co.uk/privacy-policy*](http://www.nepic.co.uk/privacy-policy)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ABOUT YOUR BUSINESS | | | | |
| Company Name |  | | Invoice address (if different) | |
| Address Line 1 |  | |  | |
| Address Line 2 |  | |  | |
| Address Line 3 |  | |  | |
| City |  | |  | |
| Region |  | |  | |
| Postal Code |  | |  | |
| Country |  | |  | |
| Website |  | | | |
| Company Email |  | | | |
| UK Turnover Last Financial Year | £ | North East Turnover Last Financial Year | | £ |
| Number of UK Employees |  | Number of North East Employees | |  |

|  |  |  |  |
| --- | --- | --- | --- |
| MEMBERSHIP CATEGORY\* *(please select)* | | |  |
| Category | Number of UK Employees | 2019 Annual fee (ex VAT) | Please ✓ |
| Micro | 1 – 2 & start-ups & not-for-profits | £310 |  |
| Mini | 2 - 10 | £415 |  |
| Small | 11- 50 | £720 |  |
| Medium | 51 - 250 | £1135 |  |
| Large | 251 + | £1750 |  |
| Group | Group – Multiple companies | £2680 |  |
| Partners | Associations & Academic | £515 |  |

|  |  |
| --- | --- |
| *For internal use only* | *Membership Number* |

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| --- | --- |
| Primary Contact\* | |
| Name |  |
| Job Title |  |
| Email |  |
| Telephone No. |  |
| Mobile No. |  |
|  | |
| Other contacts\* | |
| Name |  |
| Job Title |  |
| Email |  |
| Telephone No. |  |
|  | |
| Name |  |
| Job Title |  |
| Email |  |
| Telephone No. |  |
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| Name |  |
| Job Title |  |
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| Name |  |
| Job Title |  |
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| Telephone No. |  |
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| Name |  |
| Job Title |  |
| Email |  |
| Telephone No. |  |

|  |  |
| --- | --- |
| *How did you hear about NEPIC?* |  |
| *Which areas would you like to know more about?* |  |
| *What is the Purchase Order number (if required)?* |  |

**PRICING AND PAYMENT TERMS:**

|  |
| --- |
| **[INSERT]** + VAT  Payment terms 30 days from date of invoice. |

**Signed for and on behalf of:**

|  |  |  |
| --- | --- | --- |
| NEPIC |  | The Client |
|  |  |  |
| Date: 07/11/2018 |  | Date: |

NEPIC LIMITED STANDARD TERMS & CONDITIONS FOR THE PROVISION OF CONSULTANCY SERVICES

**Interpretation**

In these Conditions the following words shall have the following meanings:-

1.1 “Charges” means the charges in respect of the supply of the Services set out in the Project Management Form or as may be varied in accordance with Condition 6;

1.2 “the Client” means the company, person or organisation whose name and invoice address is set out in the Project Management Form;

1.3 “the Conditions” means the standard terms and conditions set out in this document;

1.4 “the Contract” means the contract for the supply of the Services detailed in the Project Management Form and subject to these Conditions;

1.5 “Insolvency Event” means if a party becomes insolvent, has a receiver appointed over the whole or any part of its assets; enters into any compound with creditors, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction) or if the ownership or control of it shall pass into the hands of any other legal person, or an event analogous occurs in respect of a party in any jurisdiction to which that party is subject;

1.6 “Intellectual Property Rights” means any patent, patent application, know how, trade mark, service mark, trade name, registered design, copyright, moral right, design right, database right, semi-conductor topography right or any other industrial or commercial right including any application for registration or protection of any of the same anywhere in the world;

1.7 “NEPIC” means NEPIC Limited whose registered office is at Sandgate House, I Quayside, Newcastle Upon Tyne, NE1 3DX

1.8 “the Project” means the project objectives and work plan set out in the Project Management Form;

1.9 “the Project Management Form” means the front sheet of the Contract setting out the details of the Project;

1.10 “the Services” means the provision of consultancy services by NEPIC in order to complete the objectives as set out in the Project;

1.11 “the Timetable” means the timetable for the provision of the Services as set out in the Project Management Form or as may be varied in accordance with Condition 6.

**2. Basis of the Contract**

2.1 In consideration of the Client agreeing to pay the Charges, NEPIC shall provide to the Client the Services in accordance with and subject to these Conditions, which will apply to the exclusion of any other terms and conditions including any supplied by the Client.

2.2 No variation to these Conditions shall be binding unless agreed in writing by the authorised representative of NEPIC.

**3. Personnel**

NEPIC shall ensure that the Services are performed by reasonably qualified employees, representatives or sub-contractors of NEPIC who have been informed by NEPIC of all relevant information made available to it by the Client in respect of the Project.

**4. Obligations of the Client**

The Client shall:-

4.1 at its own expense supply NEPIC with all necessary documents or other materials, and all necessary data or other information relating to the Project, within sufficient time to enable NEPIC to provide the Services in accordance with the Contract and shall be responsible to NEPIC for ensuring the accuracy of any such documents, material, data or information;

4.2 afford NEPIC such access to the Client’s equipment, software, information, records and other material relevant to the Services as NEPIC may require to provide the Services;

4.3 where the Contract is to be partly funded by the European Regional Development Fund, to provide, in such detail as NEPIC shall request, information relating to the value and benefit to the Client of the provision of the Services.

**5. Charges**

5.1 The Client shall pay to NEPIC the Charges of the supply of the Services set out in the Project Management Form or as may be varied in accordance with Condition 6.

5.2 NEPIC shall be entitled to invoice the Client when it considers the Project to be complete or as agreed in the payment schedule.

5.3 The Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within {30} days of the date of NEPIC’s invoice.

5.4 If payment is not made on the due date, NEPIC shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of {3}% above the base rate from time to time of Lloyds TSB plc from the due date until the outstanding amount is paid in full.

**6. Variations**

6.1 The Client shall be entitled at any time prior to the completion of the Project to request in writing to NEPIC a variation to the Project. The Client shall provide NEPIC with full particulars of any requested variation and such further information as NEPIC shall reasonably require.

6.2 Within 5 working days of receipt of a request pursuant to Condition 6.1 above NEPIC shall inform the Client in writing whether it considers such variation to be technically feasible and shall inform the Client of the alterations to the Timetable and the Charges that it shall reasonably judge necessary to make as a result of such request.

6.3 The Timetable and Charges shall be amended as necessary if the Client elects to proceed with a modification within 5 working days of receipt of the proposed alterations to the Timetable and Charges.

**7. Intellectual Property Rights**

All Intellectual Property Rights created by NEPIC in the course of or as a consequence of the provision of the Services shall be retained by NEPIC and the Client shall have no rights in respect of such Intellectual Property Rights

except a limited license to use the same to the extent necessary in order to utilise the products of the Services.

**8. Warranties**

8.1 NEPIC warrants, represents and undertakes to the Client that it will provide the Services using all reasonable care and skill and otherwise to the standards provided for in the Contract.

8.2 Subject to the foregoing all conditions, warranties, terms and undertakings express or implied by law in respect of the provision of the Services are to the fullest extent permitted by law hereby excluded.

**9. Liability**

9.1 The following provisions set out NEPIC’s entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Client in respect of:

9.1.1 any breach of its contractual obligations arising under the Contract; and

9.1.2 any representation (except fraudulent) or tortuous act or omission including negligence arising under or in connection with the Contract.

9.2 NEPIC shall not be liable to the Client in respect of any Event of Default:

9.2.1 for loss of profits, goodwill or any type of special, indirect or consequential loss even if such loss was reasonably foreseeable or NEPIC had been advised of the possibility of the Client incurring the same;

9.2.2 caused as a result of a failure by the Client to comply with the terms of Condition 4 above.

9.3 Subject to Condition 9.2, NEPIC’s entire liability in respect of any Event of Default shall be limited to damages of an amount equal to £500,000.

9.4 Nothing in this Condition shall confer any right or remedy upon the Client to which it would not otherwise be legally entitled.

**10. Confidentiality**

10.1 Each of the parties undertakes to the other at all times whether during or after the performance by NEPIC of its obligations under the Contract to keep confidential all information (written or oral) concerning the business and affairs of the other or relating to the Project that it shall have obtained or received as a result of the Contract save that which is:

10.1.1 already in its possession other than as a result of a breach or what would have been a breach of this Condition; or

10.1.2. in the public domain other than as a result of a breach or what would have been a breach of this Condition.

10.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provision of Condition 10.1 above by its employees, agents and sub-contracts.

**11. Restrictions**

In consideration of the mutual undertakings set out in the Contract, the Client without prejudice to any other duty implied by law or equity, agrees that it will not, at any time during the Term or for a period of six months thereafter directly or indirectly on its own account or as agent, partner, director or employee of any other person, firm or company or otherwise solicit or entice or attempt to do so any current officer, director, employee, consultant or agent of NEPIC to leave the employment or services of NEPIC.

**12. Termination**

12.1 Subject to the provisions of this Condition 12, the Contract shall terminate automatically on completion of the Project.

12.2 Either party shall at any time be entitled by notice in writing to the other to terminate the Contract:

12.2.1 if the other party fails to observe or perform any agreements or provisions contained in the Contract unless the same is remedied (if capable of remedy) within seven days from the receipt of a notice specifying such failure;

12.2.2. the other party suffers an Insolvency Event;

12.2.3 by serving on the other not less than [one] calendar months’ notice of its intention to terminate the Contract.

12.3 Termination of the Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Contract as at the date of termination.

**13. Force Majeure**

Notwithstanding anything contained in the Contract if NEPIC shall be prevented or delayed whether directly or indirectly, in the performance of any of its obligations under the Contract by reason of any cause whatsoever beyond NEPIC’s control (including without limitation any prevention or delay caused by an act or omission of the Client or industrial dispute) and shall give notice to the Client specifying the period for which it is estimated that such prevention or delays will continue, NEPIC shall be excused from the performance of its obligations under the Contract from the date of such notice for so long as such prevention or delay continues.

**14. General**

14.1 The Contract is valid only if signed by an authorised representative of NEPIC.

14.2 The Client shall not be entitled to assign, transfer or in any manner make over the benefit and/or burden of the Contract, without the prior written consent of NEPIC, such consent not to be unreasonably withheld.

14.3 No waiver by NEPIC of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

14.5 The Contract shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.