

EMAQ+ 2024 – 2025 SUBSCRIPTION FORM

Subscriber Details:						
Name: <i>(Legal Entity)</i>						
Primary Contact: <i>(Name)</i>					Position:	
Email Address:					Tel No:	
Address: <i>(Registered Address)</i>						
Subscription Options & Benefits for Members <ul style="list-style-type: none"> Flexibility to use your credits allocation to suit Download technical reference material Discount on guidance documents Free mini-webinars when available Discount for any ad hoc work requested 	Price (excluding VAT) for payment made by Purchase Order before 31/03/2024 10% discount	Please insert X for required option	Price (excluding VAT) for payment made by debit/credit card before 31/03/2024 15% discount	Please insert X for required option	Full Price (excl. VAT) For payments after the 31/03/2024	Please insert X for required option
EMAQ+ Subscription Tier 1 - 9 credits (+ 1 free) = 10 credits	£846		£799		£940	
EMAQ+ Subscription Tier 2 - 18 credits (+ 2 free) = 20 credits	£1445		£1365		£1605	
EMAQ+ Subscription Tier 3 - 27 credits (+ 2 free) = 29 credits	£1937		£1830		£2153	
EMAQ+ Subscription Tier 4 – 36 credits (+ 3 free) = 39 credits	£2312		£2184		£2569	
EMAQ+ Subscription Tier 5 - 54 credits (+ 3 free) = 57 credits	£3218		£3039		£3575	
EMAQ+ Subscription Tier 6 - 60 credits (+ 4 free) = 64 credits	£3452		£3260		£3836	
EMAQ+ Subscription Tier 7 - 120 credits (+ 5 free) = 125 credits	£4964		£4688		£5516	
For larger packages, please contact the EMAQ+ Admin Team at: emaq@ricardo.com for a quote.						

To subscribe to the 'EMAQ+ Programme' please complete and return this Form, indicating your preferred Subscription Option, to Ricardo-AEA Ltd (Email: emaq_orders@ricardo.com). For enquiries, please contact the EMAQ+ Team at: emaq@ricardo.com

Subscription Services: Ricardo-AEA Ltd shall provide information and training via the EMAQ+ Programme, as detailed on the EMAQ+ website (<https://emaq.ricardo.com>), throughout the subscription period 1st April 2024 to 31st March 2025. If you require any additional services, beyond the scope of the Subscription Services, please contact the EMAQ+ Admin Team we will be happy to discuss any further requirements.

PLEASE NOTE:

- That credits on accounts are only valid during the subscription year 1st April 2024 to 31st March 2025 and are not transferrable to subsequent years.
- Cancellation of a seminar/webinar bookings without 48 hours' notice will render the delegate liable for the full fee/loss of the booking. Substitutions can be made but please let us know in advance.

Please complete invoicing details and address (if details differ from Subscriber address above)			
Name:			
Address:			
Email:	Phone:		
Purchase Order Number: <i>(if applicable)</i>			

Payment details - BACS transfer		
Lloyds TSB plc	Account Number: 00816429	Sort Code: 30-00-01
Swift Code:LOYDGB21017	IBAN: GB84 LOYD 3000-0100-8164-29	Account Name: Ricardo-AEA Ltd
Credit or Debit card payments – Please contact Christina Perrett on: 01235 753620		

For more information about how your data is used, please visit the Privacy Notice on the Ricardo website, <https://ricardo.com/privacy-notice>. The Subscription Services detailed above shall be provided by Ricardo-AEA Ltd, (registered office: Shoreham Technical Centre, Old Shoreham Road, Shoreham-by-Sea, West Sussex, BN43 5FG, UK, Registered in England and Wales, No: 8229264, VAT reg: 212 8365 24) in accordance with the 'EMAQ+ Subscription Contract, Terms and Conditions', as attached, and any amendments and/or special conditions incorporated within ("the Contract"). **In completing and submitting this form and / or subscribing to the Services, the Subscriber confirms acceptance of the attached terms and conditions. Upon completion of the subscription process Ricardo-AEA Ltd will issue an invoice which will be payable in full in accordance with Clause 2 of the attached EMAQ+ Terms & Conditions.**

1. **Law.** Acceptance of this offer constitutes a Contract, made in England and subject to the laws of England and Wales and the sole jurisdiction of the courts of England and Wales, between the Subscriber Ricardo-AEA Ltd.
2. **Payment Terms.** All charges payable to Ricardo-AEA Ltd are due within 30 days from the date of the invoice and must be paid in full. The Subscriber agrees to pay and bear any sales, value-added, withholding or other similar taxes imposed by applicable law that the Subscriber must pay based on the Services.
3. **Rights Granted and Ownership.** Upon payment of the subscription, the Subscriber will have non-exclusive, non-assignable, royalty free licence to use for Subscriber's internal business operations, anything developed by Ricardo-AEA Ltd and delivered to the Subscriber under this Contract. The Subscriber's right to use any Ricardo-AEA Ltd trademark and/or logo is limited to such purposes; any other use requires the prior written consent of Ricardo-AEA Ltd and its subcontractors retain ownership of and all intellectual property rights to anything developed and delivered under this Agreement.
4. **Warranty, Disclaimer and Exclusive Remedy.** Ricardo-AEA Ltd warrants that the Services will be provided with reasonable care and skill consistent with industry standards. The Subscriber must notify Ricardo-AEA Ltd of any warranty deficiencies within 30 days from performance of the Services. For any breach of the warranty, the Subscriber's exclusive remedy, and Ricardo-AEA Ltd entire liability, shall be the re-performance of the deficient Services, or if Ricardo-AEA Ltd cannot substantially correct a breach in a commercially reasonable manner, the Subscriber may end the relevant Services and recover the fees paid to Ricardo-AEA Ltd for the deficient Services. To the extent permitted by law, this warranty is exclusive and all other warranties, conditions or terms whether express or implied are expressly excluded, including warranties or conditions of merchantability, satisfactory quality and fitness for purpose.
5. **Intellectual Property Rights Indemnity.** If a third party makes a claim against either the Subscriber or Ricardo-AEA Ltd (as the case may be "Recipient") that any information, specification, data, or material ("Material") furnished by either Ricardo-AEA Ltd or the Subscriber (as the case may be "Provider") and used by the Recipient infringes its intellectual property rights, the Provider will indemnify the Recipient against the claim if the Recipient (i) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by law); (ii) gives the Provider sole control of the defence and any settlement negotiations; and (iii) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim. If the Provider believes or it is determined that any of the Material may have infringed a third party's intellectual property rights, the Provider may choose to either (i) modify the Material to be non-infringing, (ii) obtain a license to allow for continued use, or (iii) if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of the applicable Material and refund any fees the Recipient may have paid for it. If an infringement claim materially affects Ricardo-AEA Ltd ability to meet its obligations under this Contract, then Ricardo-AEA Ltd may, at its option, upon 30 days prior written notice, terminate the Contract. Ricardo-AEA Ltd will not indemnify the Subscriber if (i) it alters the Material or uses it outside the scope of this Contract, if the infringement claim could have been avoided by using the unaltered version of the Material and/or (ii) to the extent that an infringement claim is based upon any information, specification, instruction, data, or material not furnished by Ricardo-AEA Ltd or the combination of Materials with any products or services not provided by Ricardo-AEA Ltd. This clause provides the parties' exclusive remedy for any infringement claims or damages.
6. **Limitation of Liability.** Nothing in this Contract shall limit either party's liability for personal injury or death caused by its negligence, or its liability in the tort of deceit. Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. Ricardo-AEA Ltd maximum liability for any damages arising out of or related to this Contract or Subscriber's order, whether in contract, tort, or otherwise, shall be limited to the greater of fifty thousand pounds (£50,000) or the fees paid and payable under Contract. The parties each confirm that all the exclusions and limitations of liability set out in this clause are fair and reasonable having regard to all the relevant circumstances.
7. **Termination.** If either party breaches a material term of this Contract and fails to correct the breach within 30 days of written specification of such breach, the other party may terminate the affected services with five days written notice. Either party may terminate the contract upon written notice to the other party in the event that: (i) a proposal is made for a voluntary arrangement of the other party or any other composition scheme or arrangement is made with its creditors or a shareholders' meeting is convened a petition is presented for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) or a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets, or a moratorium comes into force or it is or becomes insolvent; (ii) the other party undergoes a change in control within the meaning of section 416 of the Income and Corporation Taxes Act 1988. Upon termination, the Subscriber must pay, within 30 days, all charges and expenses which may have accrued as well as all sums remaining unpaid for any Services received under this Contract, plus related taxes and expenses. Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.
8. **Cancellation.** If we are unable to secure the necessary subscription renewals then Ricardo-AEA Ltd reserve the right to cancel and refund any payments to members for the new subscription year, on a pro-rata basis.
9. **Force Majeure.**
Ricardo-AEA Ltd shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; epidemic or pandemic; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of Ricardo-AEA Ltd. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This clause does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Subscriber's obligation to pay for services provided.
10. **Third Party Rights.** Ricardo-AEA Ltd is an independent contractor and each party agrees that no partnership, joint venture, or agency relationship exists between the parties. Each party will be responsible for paying its own employees, including employment related taxes and insurance. A person who is not a party to this Contract has no rights under the Contract (Rights of Third Parties) Act of 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
11. **Assignment.** The Subscriber may not assign this Contract or give or transfer any Services, deliverables or an interest in them to another individual or entity.
12. **Modern Slavery**
Ricardo-AEA Ltd shall:
 - (i) comply with the Modern Slavery Act 2015;
 - (ii) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - (iii) maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Modern Slavery Act 2015."
13. **Anti-Bribery**
Ricardo-AEA Ltd and the Subscriber shall:
 - (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 & 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
 - (iii) maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.
14. **Entire Agreement.** The Subscriber agrees that this Contract and the information which is incorporated into this Contract by written reference is the complete agreement for the Services ordered by the Subscriber and that this Contract supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. Nothing in this Contract excludes or limits either party's liability for deceit or fraudulent misrepresentation. If any term of this Contract is found to be invalid or unenforceable, the remaining provisions will remain effective. **It is expressly agreed that the terms of this Contract shall supersede the terms in any purchase order or other non-Ricardo-AEA Ltd document and no terms included in any such purchase order or other non-Ricardo-AEA Ltd document shall apply to the Services.** This Contract may not be modified and the rights and restrictions may not be altered or waived except in writing signed by authorised representatives of the Subscriber and Ricardo-AEA Ltd. Any notice required under this agreement shall be provided to the other party in writing. Address for notices to Ricardo-AEA Ltd: Gemini Building, Fermi Avenue, Harwell, Oxon. OX11 0QR, Attention: Commercial Manager.