# Terms & Conditions

RECS Energy Certificate Association (RECS) Membership

#### General

By signing this form, the organisation agrees to be considered as a participant in RECS. The organisation agrees with the goals and purposes of RECS. The RECS Board reserves the right to cancel a membership if a member organisation is considered to be acting outside of the goals and purposes of the RECS Energy Certificate Association. RECS Members may communicate their membership of the association but cannot claim that membership as an endorsement by RECS of their own activities.

#### Use of RECS membership and RECS logo

RECS provides members with a logo allowing them to show their membership of the association. Members should not make use of any other RECS logo without explicit approval from the RECS Secretariat. Requests for use of the RECS logo are to be sent to <a href="mailto:secretariat@recs.org">secretariat@recs.org</a>.

#### Term of payment

The organisation agrees to pay the annual membership fee at the beginning of each calendar year after receipt of the invoice, with due observance of the payment term.

Organisations joining RECS during the calendar year, will be considered a RECS Member upon receipt of the membership fee.

If no payment or response to this invoice is received by the 31st of March of the calendar year, all RECS Membership benefits will be suspended, including access to member's only items on the <a href="www.recs.org">www.recs.org</a> website, discounted tickets to events including the REC Market Meeting, and participation in members' working groups. This suspension may be lifted if payment is received or upon agreement from the RECS Secretariat. If all reminders to this invoice remain unanswered, RECS reserves the right to unilaterally cancel membership to the association. In such cases, a late-cancellation invoice for 25% of the charged membership fees will be sent, to be paid within the given payment term.

- The membership invoice will have a payment term of 30 days.
- The first reminder will have a payment term of 14 days.
- The second reminder will have a payment term of 14 days.

#### Pro-rata charging of fees

Membership fees are based on a calendar year of membership. The fees for new members, in the first year of their membership, are applied on a pro-rata basis as follows. Membership applications approved in:

- Q1 will be charged 100% of the fee
- Q2 will be charged 75% of the fee
- Q3 will be charged 50% of the fee
- Q4 will be charged 25% of the fee

## Cancellation of RECS membership

Cancellations of the RECS membership need to be communicated to RECS by 31 December of the year prior to the new invoice year and are to be sent to <a href="mailto:secretariat@recs.org">secretariat@recs.org</a> and accounting@recs.org.

Cancellations after 31 December of the year prior to the new invoice year will be considered as late-cancellations. Late-cancellations will receive a cancellation note with an invoice for 25% of the charged membership fees, to be paid within the given payment term.

### Legal

RECS Member organisations declare (and can prove upon request) that they are not in a situation of dissolution, winding-up or an insolvency order by a competent court.

If a RECS member organisation merges with, or is acquired by, another entity, the RECS Board reserves the right to review their membership and require a new membership application from the new entity.

These Terms and Conditions and any non-contractual obligations connected to them will be governed by and construed in accordance with Dutch law, and each party agrees to submit to the exclusive jurisdiction of the courts of the Netherlands.

#### Changes to the Terms

RECS reserves the right to modify these Terms and Conditions. Any such changes will be notified when invoices are sent, if not before. Changes to these Terms and Conditions become effective on the date they are published. Continued participation in RECS after any changes to these Terms and Conditions will signify the Membership organisation's agreement to be bound by them.