

DCA Terms and Conditions of Membership

1. Terms and Conditions: "the DCA" means Data Centre Alliance Limited (Company Reg. No. 118442328 and the "Member" (which expressions shall include any principal on whose behalf the joining form is completed) means the person, firm, company or organisation on whose behalf they are acting or purporting to act as set out on the joining form.

2. The following terms and Conditions relate to the following DCA "Member" types:

- a. Individual Member (Associate Member)
- b. Corporate Member Organisations (Member)
- c. Corporate Partner Organisations (Full Partner)
- d. International Partners Organisations

3. The Member agrees to pay the DCA the annual membership dues in advance set out in this Membership Agreement.

4. By submitting the Application form to join the DCA the Member is agreeing to the Terms and Conditions of membership which is subject to an annual subscription fee in line with the membership type/level selected; the first year's membership fees become due immediately upon application in-line with the DCA standard payment terms detailed in clause 10. No refunds are available once an application is submitted and the member will be liable for the full annual membership fee. Failure to pay dues will be deemed as a breach of contract under these Terms and Conditions.

5. Members annual subscription is automatically renewed and is due upon the Members anniversary date unless notice is served. Notice may be served by the Member in writing and acknowledged by the DCA. A minimum of ONE months' notice is required prior to the date of the Members anniversary/renewal date. If no written notice is received within a minimum of ONE months' prior to the date of the Members anniversary/renewal date the preceding year's membership dues will be charged and will be due for payment in full with no option of refund.

6. By joining the DCA the member is agreeing to these terms and conditions and this agreement constitutes a legally binding contract between the DCA and the Member, the conditions of Membership are outlined in these terms and conditions and Members are bound by the DCA members Code of Conduct, amendments to which are subject to change as outlined in clause 13 <http://www.datacentrealliance.org/members-code.php>

7. Upon joining the DCA the member will receive an invoice covering the annual subscription fees due, which are paid in advance. Payment can be made either by bank transfer or by cheque. At this point in time payment by direct debit or credit card cannot be accepted.

8. New members and existing members who have been renewed in line with clause 5 are required to make full payment upon receipt of an invoice. Under this agreement unless prior written agreement has been sort the member may not withhold any payment after the final payment due date (see clause 10).

9. The Member shall have their membership suspended and pay interest on all amounts remaining unpaid after the final payment due date at the statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. The Member shall pay all debt collection dues (including legal fees) and costs whatsoever incurred by the DCA in collecting the dues. All sums due under this Agreement are exclusive of Value Added Tax, the amount of which shall be paid by the Member to the DCA at the prevailing rate.

10. The DCA's standard payment terms are 15 working days from date of invoice. Membership dues not received within 15 days of becoming due will result in membership being considered lapsed and as a result the DCA reserves the right to suspend all services pending payment. However, the annual membership charges will continue to be due, together with interest at 2% above the Bank of England's base rate.

11. No Pro-rata refunds will be made if cancellation notice is received in writing during any previous annual membership term.

12. Membership dues may be revised periodically and will be notified to Members in writing or notified to all members via electronic means through the member's portal.

13. Terms and conditions of Membership, may be revised from time to time and will be notified to Members in writing or notified to all members via electronic means through the member's portal.

14. Payment for applications from companies with non-EU mailing addresses may be subject to additional bank handling surcharges.
15. Membership is intended for the named Member organisation only or in the case of individual membership in the name of the assigned person.
16. In agreeing to become a Member, the Member consents to data relating to them – to the extent that it is not publicly available – being held on the DCA's computers.
17. Orders placed with the DCA shall constitute a contract when the Member either submits an on-line application, submits a hard copy application form, signs an order or confirms their acceptance by email.
18. The DCA may terminate this agreement at any time giving 28 days' notice to the Member, the DCA will provide full details of the reason for termination and the Member has the right to appeal in writing to the DCA Board of Governors.
19. The DCA will clearly state online and in related literature what the dues cover for the various membership levels <http://www.datacentrealliance.org/membership.php>
20. Benefits of membership are outlined on <http://www.datacentrealliance.org/membership.php>
21. The Member gives consent to the DCA to carry out a credit check on the partners and directors of the organisation at the DCA's discretion. The credit search will be recorded by the credit agency appointed by the Data Centre Alliance Ltd to conduct any credit investigations, and may be disclosed to subsequent enquirers.
22. In the first instance all enquiries shall be directed to member.services@datacentrealliance.org
23. Members have licence to only display the correct DCA Member Logo badge which relates to their specific member type on their DCA website and corresponding marketing literature. The Member shall not, without the DCA prior written agreement, provide to any third party the Member logo which relates to their member type.
24. Members who serve notice or who have had their membership suspended can no longer display the corresponding Membership Badge or any content pertaining to their membership of the DCA on their Website or within any marketing material. All related content will need to be removed with immediate effect.
25. The DCA may reproduce for reasonable publicity purposes any photographs taken and drawings prepared by it in the performance of the Membership Services. The Member will consult with the DCA when issuing publicity which concerns the Membership Services. The DCA shall not use any information that the Member has stated in writing to be confidential.
26. The DCA's total 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 this Agreement shall be limited to the cost of the Membership Services supplied under the Agreement; and the DCA shall not be liable to the Member for any indirect or consequential loss or damage (whether for loss of profit, loss of business, loss of revenue, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement. Nothing in these conditions excludes or limits the DCA's liability for fraudulent misrepresentation or for death or personal injury caused by the DCA's negligence.
27. The Member warrants and represents to the DCA that it has and will continue to provide accurate and up to date data to the DCA which the DCA can rely upon.
28. Any data provided is solely for the use of the Member it was provided to (either under membership of the DCA or through any specific consultancy activities provided by the DCA). This data cannot be sold, re-sold or circulated to other organisations, private bodies or individuals not directly employed by the Member unless prior agreement has been sought from the DCA.
29. Any data provided by the DCA is updated regularly and the figures are subject to change from the original date of publication.
30. Contract between the Member and the DCA shall be covered by English Law and the Member and the DCA submits to the exclusive jurisdiction of the English courts.