

A leading hub of expertise, innovation, and collaboration in the water and wastewater industry, pumping systems and the associated mechanical and electrical equipment. We are dedicated to advancing the efficiency, reliability, and sustainability of pump technologies while supporting the growth and success of professionals and companies in the water sector

**THE PUMP CENTRE**

**OPERATING FRAMEWORK**

**February 2025**

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# Introduction

This document is the **‘Pump Centre Operating Framework’** and defines the structure of the Pump Centre and Management Team, the role and duties of the Chair, Vice Chair, Pump Centre Manager and Pump Centre Council and outlines the range of services provided to the membership. This document and the range of services provided to Members will be updated periodically as required.

The Pump Centre is a membership organisation that offers a comprehensive technical approach to Pumps, Systems and the Associated Equipment with a wide range of services to its Members who predominantly operate within the water industry. These include independent technical and engineering support via various services including consultancy, bespoke training and networking services, scheduled training courses, awareness days, and an annual conference and Water Equipment Show.

The Pump Centre provides technical and engineering support on two levels: primarily, giving confidential support to individual Members, and secondly, on a collaborative basis in generic technical areas when Members are willing to work together.

 Members generally fall into four categories:

* Users
* Pump Manufacturers
* Component and Service Suppliers
* Consultants and Contractors

# Definitions

1. The “***Chair***” is the person appointed by the Pump Centre Manager in consultation with the current Chair with responsibilities defined in *‘Appendix 3 – Chair, Vice Chair & Pump Centre Council Terms of* *Reference’*.
2. A "***Component and Service Supplier"*** is a company that manufactures, supplies or sells parts that can be fitted into pumps, machinery, or other parts of a system or an installation, or that provides a service that helps to improve the performance of assets and or systems in the water industry.
3. A "***Consultant and Contractor***" are companies that work closely with Users, Pump Manufacturers and Component and Service suppliers undertaking projects and providing support.
4. The “***Joining Date”*** is the date confirmed by the Pump Centre as the start of the services and membership
5. The '***Members***' means fully paid-up companies or individuals who have joined the Pump Centre. There is no restriction on the number of Members.
6. A “***Month”*** is a calendar month.
7. The '***Operator***' means the organisation, currently Arcadis Consulting (UK) Ltd, which is responsible for the management, promotion, and operation of the Pump Centre.
8. The “***Pump Centre****” is the operating unit which delivers the benefits and services to the members.*
9. The ***'Pump Centre Council***' means the elected body established to support the formulation and implementation of Pump Centre policy and strategy, in accordance with *‘Appendix 3 – Chair, Vice Chair & Pump Centre Council Terms of Reference*’and consists of elected representatives of fully paid-up Members.
10. A ‘***Pump Manufacturer’*** is a company whose main business is the manufacture and sale of pumps and associated equipment/machinery.
11. The “***Pump Centre*** ***Manager***” is the person appointed by the ***“Operator”*** with responsibilities defined in section 9 ‘*Management Team*’.
12. The “***Pump Centre*** ***Operating Framework***” is this document and sets out the operating specification of the Pump Centre and its members.
13. The '***Services***' means the Pump Centre services provided by the Operator to the Members, as generally described in this document.
14. A ‘***User***’ is a company that operates pumps, other machinery and their associated systems, plant and equipment as part of their business.
15. The “***Vice Chair”*** is the person appointed by the Pump Centre Manager in consultation with the outgoing Vice Chair and the Chair with responsibility defined in *‘Appendix 3 – Chair, Vice Chair & Pump Centre Council Terms of* *Reference’*.
16. “***Writing***” is the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

# Scope

1. This document describes the processes to be adopted by the Operator in providing the Services to the Members and the expected operating framework which all members will work within. In the event of any conflict between this document and the Membership Agreements as set out in *‘Appendix 4 – Membership Agreement’* the provisions of the Membership Agreements shall prevail.
2. The Pump Centre Manager will review the Operating Framework periodically as required or when material changes occur and at least every 2 years aligned with the election process.

# General

* 1. The Pump Centre is an independent source of expertise, and a forum for the discussion of ideas and issues, associated with all aspects of pumps, systems and associated equipment.
	2. The Operator shall provide the Members with the Services in return for an annual membership subscription. The annual membership subscription shall be reviewed annually by the Operator. Additional fees may be applied as required and in agreement from time to time if Services are varied.
	3. The Operator shall be responsible for setting and collecting the Pump Centre membership subscriptions, fees and any other payments and will carry the financial risks and cash-flow issues associated with the operation of the Pump Centre, including the prediction of membership income and debt management. The Operator shall have sole and complete financial responsibility for the operation of the Pump Centre.
	4. The Operator shall be responsible for all promotional activities including the provision of all promotional material, social media and Pump Centre website as required to support the operation of the Pump Centre, the Water Equipment Show and their brands.
	5. The Operator via the Pump Centre management and Pump Centre Council shall be expected to make all reasonable efforts to increase the membership. Membership recruitment initiatives shall aim to maintain Members drawn from a diverse range of membership categories including
* Users
* Pump Manufacturers
* Component and Service Suppliers
* Consultants and Contractors
	1. The Pump Centre will endeavour to collaborate with other Technical Organisations (Professional Institutions, Universities, Technology Centres and Libraries etc.) where there is potential benefit to the Pump Centre Members and such organisations that are willing to provide services and discounts for the Members.

# Members

* 1. The Pump Centre accepts applications for membership, at all membership levels from companies that comply with the Pump Centre membership requirements as set out in the application process.
	2. All member companies shall support the Pump Centre by regularly attending events and meetings. All events, meetings and services are carried out in the UK unless otherwise stated.
	3. New Members applying for membership will be asked to complete and sign a “Membership ApplicationForm (see ‘*Appendix 2 – Membership Compliance Form’*), which confirms they meet the requirements. The Pump Centre reserves the right to terminate a membership if this information is found to be incorrect.

# Pump Centre Council

1. The Pump Centre Council shall support the formulation and implementation of the Pump Centre policy and strategy on behalf of the Members in conjunction with the Pump Centre. The Pump Centre Manager shall update the Pump Centre Council on the formulation and implementation of policy and strategy from time to time during Council meetings. The updates shall be recorded in the minutes of the meetings. The policy and strategy shall not take precedence over any contractual undertaking between the Operator and the Members.
2. The terms of reference for the Pump Centre Council are included in ‘*Appendix 3 – Chair, Vice Chair & Pump Centre Council* *Terms of Reference’*.
3. The Pump Centre Manager shall organise quarterly Pump Centre Council meetings and shall be present to provide information, participate in the proceedings and organise the taking of minutes.
4. At each meeting the Pump Centre Manager shall table a report which shall give sufficient information for the Pump Centre Council to be aware of progress.
5. The quorum for a Pump Centre Council meeting shall comprise the Chair (or Vice Chair in the Chair’s absence), Pump Centre Manager and nine Council Members.
6. The Pump Centre and Council Members shall actively encourage and promote the involvement of the membership in all Pump Centre activities.

# Pump Centre Council Chair

* 1. The Chair shall be appointed by the Pump Centre Manager in consultation with the outgoing Chair. The Chair shall be selected with due consideration to the duties and responsibilities of the role.
	2. The Chair shall be chosen based upon their ability to carry out the role, their previous management experience, the support they have from their company to provide the time and commitment required and their personal commitment to the development of the Pump Centre.
	3. The Chair shall be employed by a company who are Members of the Pump Centre in the ‘Users’ category. In the absence of an appropriate candidate from the ‘Users’ category, it shall be at the sole discretion of the Pump Centre Manager to appoint another candidate who, in the Pump Centre Manager’s opinion, has the skills, experience and qualifications required for the role.
	4. The role and terms of reference for the Chair are defined in *‘Appendix 3 – Chair, Vice Chair & Pump Centre Council Terms of* *Reference’*

# Vice Chair

1. The Chair and Pump Centre Manager may appoint a Vice Chair to assist with their duties. The Vice Chair shall be selected as described in 7.2 and 7.3 above.
2. The Vice Chair will be an additional and independent role to that of the Council members and work alongside and to the same terms of reference as the Chair which are defined in *‘Appendix 3 – Chair, Vice Chair & Pump Centre Council Terms of* *Reference*.
3. The Vice Chair shall act on the Chair’s behalf as and when requested and agreed with the Chair including deputising at Pump Centre Council meetings, other Pump Centre meetings, projects and forums.
4. In the event the Chair becomes unavailable for any reason the Vice Chair shall take on the Chair, if so appointed by the Pump Centre Manager, until a new Chair is appointed.

# Pump Centre Management Team

1. The Operator shall, via the Pump Centre provide the following resources:
2. a Pump Centre Manager
3. business development, membership, administrative and event support
4. technical support
5. sufficient appropriate resources to ensure delivery of the Services
6. The Pump Centre Manager shall be responsible for developing the strategy and policy for the continued development of the Pump Centre in conjunction with the Chair and the Pump Centre Council. The Pump Centre Manager shall also be responsible for developing and executing development plans to deliver the Pump Centre policy and strategy. Specific duties shall include:
7. Development of Pump Centre strategy and policy in conjunction with the Chair and the Pump Centre Council
8. Preparation and implementation of development plans to deliver the strategy and implement policy
9. General management
10. Business development
11. Promotion and membership recruitment
12. Providing technical support to Members
13. Project co-ordination and delivery
14. Programming and cost control
15. Such other actions and duties as required
16. When Pump Centre personnel change, the Operator shall endeavour to manage the change in such a way as to minimise the impact on the delivery of Services to the Members.

# Facilities

* 1. The Operator shall provide all the facilities required for the Pump Centre to carry out their function.

# Services to Members

* 1. To become Members of the Pump Centre, companies shall pay an annual subscription. In return for the annual subscription the Pump Centre shall provide Members with Services appropriate to the Membership Level. A summary of the core Services offered to Members is outlined in ‘*Appendix 1 – Services to Members’.* The range of services will be reviewed and updated as required to reflect the needs of the membership. Where Services are not core to the Services listed and offered under the level of membership agreement then additional fees may be applicable for any additional Services or Projects requested and or agreed. Any additional Services offered and or accepted will be individually priced in writing to ensure transparency.
	2. **Pump Centre Website**
		1. The development and maintenance of the Pump Centre website has two objectives; firstly, to be a promotional tool for the Pump Centre and secondly to be a collaboration platform and disseminate and be a technical information source for its members.
		2. As part of the Services offering the Pump Centre shall produce an annual listing of Members on the website, including a hyperlink to the Member Company’s own website. This Service shall be available to fully paid-up Members only.
		3. The Pump Centre shall keep the Pump Centre website up to date.
	3. **Newsletter**
		1. The Pump Centre shall produce a minimum of two Pump Centre newsletters per calendar year. These shall typically include information on:
1. new Members
2. current and future Pump Centre activities
3. case histories
4. technical features
	* 1. Where appropriate and to offset the cost of producing and distributing the newsletter the Pump Centre shall give all Members the opportunity to:

a) sponsor editions which are based on a specific technical theme (e.g. seals, progressive cavity pumps, pump testing etc.)

b) place advertisements relating to their products and services.

* 1. **Water Equipment Show - Conference and Exhibition**

The Pump Centre shall organise an annual conference (known as the Water Equipment Show) and shall give Members the opportunity to contribute technical presentations. The Pump Centre shall provide space for exhibits of the Members products and services.

* 1. **Consultancy**

Consultancy that is provided (see ‘*Appendix 1 – Services to Members’*) as part of the membership agreement shall not include any allowance for expenses incurred, such as travelling expenses or accommodation. All expenses incurred will be chargeable separately.

* 1. **Collaborative Projects**

The Pump Centre shall endeavour to launch and manage collaborative projects that are of interest and value to the Members. Such projects may require additional resources and funding from the participants.

* 1. **Training Courses**

The Pump Centre shall arrange and run training courses covering different aspects of technical subjects to include areas such as pumps, systems and associated equipment and to support the needs of the membership. Training courses are not core Services and are chargeable separately.

# Disputes and Change Procedures

* 1. The Pump Centre Manager shall review and update the Operating Framework periodically to ensure that it remains current and satisfying the needs of the Members.
	2. Any changes to the Operating Framework shall not take precedence over the contractual undertaking between the Operator and the Members. The terms of the Pump Centre Membership agreement are included in ‘*Appendix 4 – Membership Agreement’*. Any conflict between the Operating Framework and Membership Agreement shall be resolved by the Pump Centre Manager and if necessary, with the assistance of the Chair and the commercial representative of the Operator.
	3. Any disputes or issues that a Member has shall in the first instance be raised in writing with the Pump Centre Manager. The Pump Centre Manager will endeavour to resolve the issue directly with the Member.
	4. Any dispute or issue that cannot be resolved by the Pump Centre Manager shall be referred in writing to the Chair for resolution. Should the Chair and Pump Centre Manager not be able to resolve the issue and it is of a material nature, then, at their discretion, they may refer the matter to the commercial representative of the Operator for final resolution.

# Appendix 1 – Member Benefits and Services Summary

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Benefit/Service** | **Level 1** | **Level 2** | **Level 3** | **Level 4** |
| *Access to 1 free day of desk-based support provided by the Pump Centre Consultants* | Checkmark with solid fill | Close with solid fill | Close with solid fill | Close with solid fill |
| *Access to technical information & engineering support via website/email/telephone helpline* | Checkmark with solid fill | Checkmark with solid fill | Close with solid fill | Checkmark with solid fill |
| *Access to the Pump Centre website members area* | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill |
| *A* ***FREE*** *full set of electronic WIMES (Water Industry Mechanical & Electrical Specification) documents plus updates during membership period* | Checkmark with solid fill | Close with solid fill | Checkmark with solid fill | Checkmark with solid fill |
| *50% discount off the purchase of individual WIMES (Water Industry Mechanical & Electrical Specification) documents* | Close with solid fill | Checkmark with solid fill | Close with solid fill | Close with solid fill |
| *The ability to contact the WIMES Co-ordinator to discuss all specification related issues* | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill |
| *The option to participate in mini conferences, technical forums & collaborative projects* | Checkmark with solid fill | Checkmark with solid fill | Close with solid fill | Checkmark with solid fill |
| *The option to attend the annual Water Equipment Show (WES) exhibition* | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill |
| *The option to exhibit at the annual Water Equipment Show (WES) exhibition* | Checkmark with solid fill | Checkmark with solid fill | Close with solid fill | Checkmark with solid fill |
| *One complementary 3mx2m space at the annual Water Equipment Show (WES) exhibition* | Checkmark with solid fill | Checkmark with solid fill | Close with solid fill | Checkmark with solid fill |
| *The opportunity to present at the Water Equipment Show conference & breakout sessions* | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill |
| *Up to ten complimentary places at the annual WES Dinner & awards ceremony* | Checkmark with solid fill | Close with solid fill | Close with solid fill | Close with solid fill |
| *The opportunity to host & shape the agenda of a Water Company Mini-Conference* | Checkmark with solid fill | Close with solid fill | Close with solid fill | Close with solid fill |
| *The option (fees may apply) to exhibit at Water Company Mini-Conferences & other events* | Close with solid fill | Checkmark with solid fill | Close with solid fill | Checkmark with solid fill |
| *30% discount off all Pump Centre training courses* | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill |
| *The option to participate in technical awareness seminars & webinars* | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill |
| *The opportunity to host collaborative (min. of 3 pump centre members) supplier lead Pump Centre technical awareness events* | Close with solid fill | Checkmark with solid fill | Close with solid fill | Checkmark with solid fill |
| *Networking opportunities with leaders, engineers, technicians & the wider supply chain from across the water industry* | Checkmark with solid fill | Checkmark with solid fill | Close with solid fill | Checkmark with solid fill |
| *A link from the Pump Centre website to your company website* | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill |
| *The* ***FREE*** *inclusion of technical articles in the Pump Centre newsletter & other media channels* | Checkmark with solid fill | Checkmark with solid fill | Close with solid fill | Checkmark with solid fill |
| *The option to vote in the Pump Centre Council elections* | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill | Checkmark with solid fill |
| *The option to stand for election to the Pump Centre Council* | Checkmark with solid fill | Checkmark with solid fill | Close with solid fill | Checkmark with solid fill |

# Appendix 2 – Membership Application Form

To apply for membership of the Pump Centre this form is to be fully completed and returned to the Pump Centre. Membership commences when confirmation of a “***Joining Date***” has been received from the Pump Centre.

|  |  |
| --- | --- |
| **Registered Company Name /** **Name of Legal Entity** |  |
| **Parent Organisation Name (if applicable)** |  |
| **UK Registered Address** |  |
|  |
|  |
|  |
|  |
| **Company registration number** |  |
| **VAT Registration Number (if applicable)** |  |
| **Named point of contact for membership** |  |
| **Email address for above contact** |  |
| **Level of membership applying for?** **(Delete as applicable)** | **Level 1** | **Level 2** | **Level 3** | **Level 4** |
| **Does the above-named company have policies & procedures in place & fully implemented covering the following:** | **Anti-bribery & corruption** | Yes/No | **Anti money laundering** | Yes/No |
| **Gifts & Hospitality** | Yes/No | **Sanctions & Trade Compliance** | Yes/No |
| **Health & Safety** | Yes/No | **Engaging with third parties** | Yes/No |
| **Conflicts of Interest** | Yes/No | **Political activities, lobbying & Donations** | Yes/No |
| **Protecting the environment** | Yes/No | **Human Rights & Labor** | Yes/No |
| **Fair Competition** | Yes/No | **Diversity, Equity, Inclusion & Belonging** | Yes/No |
| **Information Security** | Yes/No | **Social Value** | Yes/No |
| **Carbon reduction** | Yes/No | **Privacy & Personal Data Protection** | Yes/No |
| **Has your organisation (or anyone within your organisation to the best of your knowledge) been subject to in the last 5 years an enforcement action or conviction for any of the following:** | **Health & safety legislation** | Yes/No | **Anti-bribery legislation, including but not limited to UK Bribery Act 2010** | Yes/No |
| **Modern Slavery Act 2015** | Yes/No | **Equality & Human Rights Commission or an equivalent body** | Yes/No |

I confirm that the company named applying for membership on this form complies with the requirements for Pump Centre membership, the entries above are correct to the best of my knowledge and that I am authorised to confirm this on behalf of the company.

Company Name: ……………………………………………………..

Position Held: …………………………………………………………

Name: ………………………………………………………………....

Signature: ……………………………………………………………..

#  Appendix 3 – Chair, Vice Chair & Pump Centre Council Terms of Reference

1. Only companies with an eligible class of Membership (Level 1, 2 and 4 only) may nominate a candidate for election to become a Pump Centre Council Member.
2. Elected Pump Centre Council members have a maximum of 2 years term of office normally running from 1st January.
3. Existing Pump Centre Council members can reapply for election at the end of their 2 years term of office or when elections take place Existing Pump Centre Council members reapplying for Council membership will follow the process as per A3.6.
4. Pump Centre Council elections take place every two years usually commencing September and concluding at the end of November of an election year. The newly elected council members will take their seats in the January after the election.
5. The Pump Centre Council shall comprise a Chair, Vice Chair, Pump Centre Manager and up to eighteen elected Council Members.

**Council Members**

1. All candidates standing for election to become Council Members will be required to complete a nomination form including details of their affiliation to other Organisations, Associations and Groups. Candidates are also required to include a manifesto setting out their objectives, an initiative they will complete whilst being a member of the Pump Centre Council and how their initiative will contribute to and support the Pump Centre strategy.
2. Elected Pump Centre Council Members are expected to offer full proactive support to the Pump Centre organisation during their term of office and must not have any conflicts of interest. Any conflicts of interest shall be brought to the attention of the Pump Centre Manager who shall, if considered appropriate, raise the matter with the Chair. The Chair and or the Pump Centre Manager reserve the right to ask a Council Member to stand down at any time if, in their opinion, circumstances require this action. In this situation the Member company will be invited to provide a replacement. If the Member company is unwilling or unable to do so the Pump Centre Manager may offer their Pump Centre Council seat to another member company in accordance with clauses A3.7 and A3.8 below.
3. Pump Centre Council Members are expected to attend all Pump Centre Council Meetings. If they are unable to attend, they will be expected to nominate a suitable deputy to attend on their behalf.
4. If a Pump Centre Council Member cannot attend a meeting or send a deputy, they shall contact the Pump Centre Manager to discuss the matter. Should a Pump Centre Council Member not attend or be represented at two consecutive Pump Centre Council meetings, and there has been no contact, the Pump Centre Manager reserves the right to offer their Pump Centre Council seat to whomsoever they deem as being the most appropriate Pump Centre Member organisation.
5. The remit of the Pump Centre Council is to:
	1. Assist with the development and implementation of Pump Centre policy and strategy on behalf of the membership. The primary responsibility for formulation of the strategy and policy rests with the Chair and Pump Centre Manager.
	2. Contribute to the performance of the Pump Centre and achievement of its objectives.
	3. Formulate and implement action plans to deliver their manifesto promises. The manifesto shall include details of an initiative to be delivered during the Members term of office.
	4. Provide a forum for the exchange of ideas and discussion of relevant issues.
	5. Identify opportunities for development of the Pump Centre services to the benefit of the membership.
	6. Be ambassadors for the Pump Centre and promote it whenever possible.
6. Pump Centre Council Members will be expected to champion ideas for projects, events, research, training and recruitment using their Company expertise to support the Pump Centre strategy. It is intended that these ideas will lead to joint or collaborative Pump Centre activities.
7. At each meeting Pump Centre Council Members shall report back on any actions from the previous meeting, ideas they are championing, progress in achieving the objectives stated in their manifesto, and their initiative.
8. The composition of the Pump Centre Council shall consist of up to eighteen seats. These seats shall be nominally allocated as follows:
* End Users - up to nine seats
* Pump Manufacturers, Component, Service Suppliers, Contractors and Consultants – up to nine seats
1. The elected places on the Pump Centre Council are allocated to the Member organisation and not to the individual Council Member. Individuals that no longer work for the Member organisation will not have a place on the Pump Centre Council. In this situation the Member organisation will be asked to nominate a new Pump Centre Council Member for the remainder of the term of office. Where no suitable replacement is made then the Pump Centre Manager may appoint the replacement Council Member as per clause A3.8.
2. The position of the Chair and Vice Chair are not part of the election process and are appointed by the Pump Centre Manager and outgoing Chair.
3. The Pump Centre Council election process will include a ballot form with all the nominations circulated to the membership by the Pump Centre Manager. The company representatives receiving most votes in their category will take the available places. To help Pump Centre Members make more effective voting choices the ballot form will include brief details about the candidate, their company, the support they will offer the Pump Centre during their term in office, and details of their manifesto and initiative.
4. The ability of the Pump Centre to offer an independent technical opinion and not be influenced by commercial pressure is paramount to the ethos of the Pump Centre. When the Pump Centre is called upon to respond to political, legislative and other matters with a united voice any external communications shall be drafted by the author and then agreed by the Chair and Pump Centre Manager and delivered by the Chair as appropriate.
5. The Pump Centre Manager may co-opt Members onto the Council to directly assist with the development of the Pump Centre. Co-opted Members shall be appointed for a limited period as agreed and appropriate.
6. Co-opted Members shall only attend those meetings to which they are invited. Co-opted Members from a Member company may contribute in full and active discussion of the whole agenda but will not have any voting rights.
7. The Pump Centre Chair, at least ten Council Members and the Pump Centre Manager (who has no voting rights) must be present before a vote can be taken on Pump Centre Council business. In the event of a 'tied' vote on any issue the Chair shall have the casting vote.

***Chair***

1. Subject to the provisions of clause 7.3, the Chair shall be chosen based upon their ability to carry out the role, their previous management experience, the support they have from their company to provide the time and commitment required and their personal commitment to the development of the Pump Centre.
2. The Chair will serve a term of two years. The Chair, in conjunction with the Pump Centre Manager may appoint a Vice Chair as and when required. The Chair shall discuss and agree the functions and tasks that the Vice Chair will be asked to carry out and the range of temporary powers to be delegated with the Pump Centre Manager.
3. The role of the Chair shall include but not be limited to;
	1. provision of support and guidance to the Pump Centre Manager in the day-to-day operation of the Pump Centre,
	2. primary responsibility with the Pump Centre Manager for the formulation of Pump Centre policy and strategy,
	3. chairing Pump Centre Council meetings,
	4. being available to resolve issues and disputes as they arise,
	5. providing such advice, guidance and support as the Pump Centre Manager may require,
	6. being available to any Member company for ad hoc discussions,
	7. speaking on behalf of the Pump Centre to the press and external bodies,
	8. promoting the Pump Centre and positively contributing to its growth and development and
	9. such other duties as may be required from time to time in agreement with the Pump Centre Manager.

# Appendix 4 – Membership Agreement Terms and Conditions

**Terms and Conditions**

1. **Interpretation**

The following definitions shall apply to this Agreement:

1. 'the Pump Centre' means the technology club designed to provide independent expertise, and a forum for the exchange of ideas and issues, associated with all aspects of pumps, pump systems and related plant, equipment and systems;
2. 'the Member' means the organisation subscribing to membership of the Pump Centre;
3. 'the Operator' means the organisation, namely Arcadis Consulting (UK) Ltd, that is responsible for the management, promotion and operation of the Pump Centre;
4. 'the Pump Centre Members Council' means the body established to help formulate the collaborative strategy of the Pump Centre on behalf of the members which comprises elected representatives of the members.
5. ‘Membership Year' means any period of twelve (12) months commencing on the Joining Date.
6. 'Joining Date' means the date on which the Operator notifies the Member in writing that it has accepted the Member's Application to join the Pump Centre.

 **A4.2 Commencement**

1. Forthwith upon the Joining Date, an Agreement ('this Agreement') is created between the Operator and the Member on the terms herein contained.

**A4.3 Character and Extent of Services**

1. The Operator shall provide the Member with services which are appropriate to the category of membership stated in the Member’s Application to join the Pump Centre. The type and extent of the services offered in each membership category shall be as defined in Appendix 1 - Services to Members
2. The Operator shall assist the members of the Pump Centre Members Council, as appropriate, to develop any collaborative projects or initiatives supported by the Members.

**A4.4 Use of Information and Confidentiality**

1. Subject to any pre-existing rights of the Member, or any third party, if any employee or agent of the Operator in the course of any activity in the management and operation of the Pump Centre makes any discovery (which term shall include any invention) solely arising therefrom the Operator shall disclose such discovery to the Member and shall, if so requested by the Member within six (6) months of such disclosure, grant to the Member an irrevocable royalty free, non-exclusive license to use such discovery for any purpose.
2. Certain information (including computer software) provided by the Operator hereunder will be designated as confidential by the use of the legend 'Restricted Commercial'. The Member may use such information in the course of conducting its business but undertakes not to publish or to disclose (except to persons in its employment) such designated information.
3. Any or all of the members of the Pump Centre may choose to disclose to each other and/or the Operator information (other than that referred to in Sub-clause (ii) of this Clause) which information may be designated in writing as confidential. Information so disclosed shall be treated by the recipient as being received in confidence and shall not be disclosed to any other party.
4. The provisions of Sub-clauses (ii) and (iii) of this Clause shall not apply to any such information as any recipient can show:
	* 1. was at the time of disclosure published or otherwise in the public domain;
		2. after disclosure becomes generally available to the public otherwise than through any act or omission on the part of the recipient;
		3. was already in the recipient's possession at the time of receipt and which was not acquired directly or indirectly from the disclosing party; or
		4. was lawfully acquired from others who had full rights to disclose it to the recipient.
5. The Operator shall not be liable for any use of any information for any purpose other than that for which it was originally prepared.

**A4.5 Membership Subscriptions**

1. On the Joining Date, the Operator shall invoice the Member for payment of a fee which is based on the subscription fee for the current Membership Year.
2. The Operator shall invoice the Member for payment of the current annual subscription fee on or before the anniversary of their Joining Date.
3. The Operator reserves the right to vary the annual subscription fee. If required, a change to the fee will be made, once a year, on the 1st April. Members will be made aware of the current annual subscription fee prior to joining or renewal.
4. The Member shall pay each invoice submitted by the Operator hereunder within thirty (30) days of receipt of such invoice by the Member, unless otherwise agreed in writing by the Operator.

**A4.6 Liability**

1. Whilst every reasonable effort shall be made to ensure that any information supplied to the Member is accurate, the Operator makes no warranty with respect to the accuracy or use of reports, drawings, design data, computer software or other information disclosed or delivered to the Member.
2. The Member shall assume full responsibility and hold the Operator harmless against any loss, costs, claims or damages that the Member may incur as a result of use by the Member or any third party (including any employee of the Member) of any reports, drawings, design data, computer software, other information or services received from the Operator.
3. The Operator shall not be liable in any circumstances whatsoever for any failure to perform any obligations hereunder where such failure is due to any cause beyond the reasonable control of the Operator.
4. The Member agrees that the Operator’s maximum liability in respect of breach of contract or breach of duty or negligence or otherwise arising out of or in connection with this Agreement shall be limited in total to the lesser of £50,000 or a sum equivalent to ten times the annual subscription fee (applicable the year the act or omission alleged to have caused the loss in question).
5. This Clause 6 shall not apply to any liability which the Operator may have in relation to death or personal injury caused by the Operator’s negligence or to any other liability which by law cannot be excluded or limited.

**A4.7 Termination**

1. The Member may terminate this Agreement and its membership of the Pump Centre at the end of their current Membership Year by contacting the Pump Centre in writing and giving at least one months notice.
2. The Operator shall have the right to terminate this Agreement forthwith by written notice if the Member shall persist in a remediable breach of this Agreement for twenty-eight (28) days after written notice from the Operator specifying the breach.
3. After termination of this Agreement, the Operator shall be under no obligation to provide any information or services whatsoever to the Member in respect of the Pump Centre.
4. Clauses 4 and 6 hereof shall survive the termination or expiry of this Agreement.
5. No refunds shall be given for early termination.

**A4.8 Amendments**

1. No modification expressed to be an amendment to this Agreement shall have any effect unless made in writing and signed by an authorised officer of Arcadis Consulting UK and an authorised officer of the Member.

**A4.9 Anti-Trust Guidance**

1. The Pump Centre supports the principle of free enterprise and fair competition as a basis for conducting its business and observes applicable competition laws and regulations. Members must agree that they will use reasonable endeavours to comply with good practice during Pump Centre meetings.

 Where appropriate, as a reminder of good practice the Pump Centre may:

* + include on the meeting agenda a competition caution;
	+ have a competition caution read out by the Chair of the meeting; and
	+ include the competition caution in the minutes of the meeting.

A competition caution is intended to be used in a meeting with competitors to remind the parties of their responsibility to comply with antitrust law during the formal meeting and informal discussions.

**A4.10 Law**

1. This Agreement shall in all respects be construed as an agreement made in England and subject to the laws of England and to the sole jurisdiction of the Courts of England.
2. The information and services provided by the Operator are for the Member’s benefit only. No third party shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
3. The Pump Centre does not tolerate bribery and corruption in any form, whether giving or receiving a bribe and whether committed by its Members or their partners, employees, agents or associates. Either the Operator or the Member may terminate this Agreement immediately in the event that the other commits an act of bribery or corruption which constitutes an offence under any law such as the US Foreign Corrupt Practices Act, the Bribery Act (UK) 2010 or the laws of any jurisdiction implementing the OECD Convention of Combating Bribery of Foreign Public Official in International Business Transactions.
4. The Operator is wholly owned by Arcadis NV and operates as an independent entity within the Arcadis group of companies. The Member commits to and carries out its business in accordance with principles which are consistent with the Arcadis General Business Principles ("AGBP"), which can be found on the Arcadis website [(https://www.arcadis.com/en/united-kingdom/who-we-are/business-practices/arcadis-general-business-principles/).](file:///C%3A%5CUsers%5Cjha75031%5CDocuments%5CPump%20Centre%5CAdmin%5CT%26C%27s%20and%20Op%20Spec%5COp.%20Spec%202016%5C%28https%3A%5Cwww.arcadis.com%5Cen%5Cunited-kingdom%5Cwho-we-are%5Cbusiness-practices%5Carcadis-general-business-principles%5C%29)