

# EHPA Membership – Terms and Conditions

These Membership Terms and Conditions (“Terms”) govern the rights and obligations of members of the European Heat Pump Association (“EHPA”).

They complement the [Articles of Association](#) and decisions of the General Assembly and the Board of Directors. In the event of inconsistency, the Articles of Association shall prevail.

By applying for and maintaining membership, each member agrees to be bound by these Terms.

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## 1. Ethical conduct, compliance and confidentiality

Members and persons acting on their behalf in the context of EHPA activities shall comply with all applicable laws, including competition and antitrust law, and shall act with integrity and respect.

Member representatives shall avoid conflicts of interest and disclose without delay any actual or potential conflict. They shall refrain from harassment, discrimination, or other conduct that undermines the dignity of others. They shall ensure that gifts, benefits, or hospitality do not influence, or appear to influence, EHPA related decisions.

All nonpublic, sensitive, or confidential information relating to EHPA, its members, or partners shall be used solely for legitimate EHPA purposes and shall not be disclosed to third parties without prior authorisation, unless required by law. Legitimate EHPA purposes refer to any activities, operations, or actions directly related to the objectives, mission, and functions of the association. Information should only be used in ways that support EHPA’s official business, comply with its governance documents, and further its stated goals, ensuring that confidentiality and integrity are maintained at all times. No discussion or activity within EHPA may restrict or distort competition.

## 2. Membership rights

Subject to the applicable membership type and category, members are entitled to participate in EHPA activities, benefit from services offered by EHPA, receive information on decisions of EHPA governing bodies, and be informed of the state of EHPA’s accounts.

Full Members have the right to attend, speak, and vote at the General Assembly and to nominate candidates for election to the Board of Directors, in accordance with the Articles of Association.

## 3. Membership obligations

Members shall comply with the Articles of Association, these Terms, and applicable EHPA decisions, pay membership fees in accordance with Section 4 and the [Membership fee schedule](#), notify EHPA of their designated representatives, and contribute in good faith to EHPA’s objectives.

Members remain responsible for ensuring that their representatives comply with EHPA rules and principles.

## 4. Membership fees and billing

Membership is charged on a calendar-year basis. Membership fees are determined in accordance with the member’s assigned membership category and level, if applicable, based on the [annual self-declared turnover](#) related to heat pump activities in [Europe](#), which must be supported by either official evidence extracted from audited or management accounts, or a CFO or authorised financial officer’s attestation.

The fees are set out in the annual [Membership fee schedule](#) approved by the General Assembly. Invoices are normally issued once per year, with payment due during the first quarter of the calendar year, unless otherwise specified.

**New members** approved before 1 September are invoiced for the full annual membership fee. Members approved thereafter benefit from a 50% reduction for that calendar year, provided they also subscribe for the following year at the full rate.

**Startups** meeting the criteria defined in the Membership Fee Schedule benefit from a 50% discount for their first year of membership. Discounts are noncumulative.

Late payment or nonpayment of membership fees may result in the suspension of membership benefits and voting rights and may lead to suspension or termination of membership in accordance with the Articles of Association. Further details on reminders, temporary suspension of rights and reinstatement are described in the [Membership fee payment follow-up process](#), as published on the EHPA website.

## **5. Review of membership information**

### **5.1 Annual review**

EHPA may conduct annual reviews of membership categories and levels. Members shall provide accurate and complete information upon request, including turnover and billing details. Failure to do so may result in assignment of a membership level based on available information.

### **5.2 Changes in legal entity or ownership**

Members shall notify EHPA without delay of any change in legal entity, ownership, or company name. Such changes do not require a new application, provided that eligibility criteria continue to be met. The Secretariat may request documentation, and the Board of Directors may decide on any necessary adjustment.

### **5.3 Mergers of member companies**

In the event of a merger between member companies, membership arrangements are subject to review and approval by the Board of Directors.

Depending on the circumstances, memberships may remain separate with each entity paying its own fee and holding its own voting right, be combined into a single membership with fees determined based on the merged entity and one voting right, or continue with both memberships remaining active for a temporary transition period of up to 2 years, after which one of the other two models must be chosen.

## **6. Withdrawal of membership**

Members may withdraw by written notice sent by registered letter to the persons entrusted with daily management and the Board of Directors at least six (6) months in advance. To take effect in the following calendar year, notice must be received before 1 July.

Withdrawal does not affect financial obligations incurred prior to the effective date. Membership fees paid are non-refundable.

## **7. Suspension and termination of membership**

Membership may be suspended or terminated in accordance with the Articles of Association, including in cases of serious breaches of EHPA rules, conduct damaging to EHPA, failure to meet financial obligations, or insolvency.

Upon termination, the former member shall promptly cease to present itself as associated with EHPA.

## **8. Governing framework**

These Terms shall be read in conjunction with the Articles of Association, Internal Rules, and decisions of EHPA governing bodies.

## Annex:

### Membership fee payment follow-up process

Payment deadline	<ul style="list-style-type: none"> <li>• Membership fees are due by the pay date shown on the invoice.</li> </ul>
First reminder	<ul style="list-style-type: none"> <li>• If payment is not received within 7 days after the due date, a friendly reminder will be sent, including an explanation of next steps.</li> </ul>
Second reminder	<ul style="list-style-type: none"> <li>• If payment is still outstanding one month after the due date, a second reminder will be sent, providing a final payment deadline (typically within 2 months after the pay date stated on the invoice).</li> </ul>
Temporary suspension of rights	<ul style="list-style-type: none"> <li>• If payment is still not received after the final payment deadline submitted via this second reminder: <ul style="list-style-type: none"> <li>○ Access to members-only services and information may be temporarily suspended.</li> <li>○ Voting rights may also be suspended.</li> </ul> </li> <li>• The suspension is temporary and aims to encourage resolution.</li> </ul>
Reinstatement	<ul style="list-style-type: none"> <li>• As soon as the outstanding fee is paid in full: <ul style="list-style-type: none"> <li>○ All membership rights are fully restored.</li> </ul> </li> </ul>
Continued non-payment	<ul style="list-style-type: none"> <li>• If fees remain unpaid over a longer period, the matter may be referred to the Board, which may decide on further steps in line with EHPA's rules.</li> </ul>