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Terms and Conditions

1. BACKGROUND

For the purpose of this Appointment the following words and expressions shall have the meaning defined below:

Appointment - means these terms and conditions together with the Fee Proposal and all other documents referred to in the Fee Proposal.

Client - means the legal entity requiring the Services to be performed by WSP as identified in the Fee Proposal, its successors and permitted assigns.

Fee - means the sum specified in the Fee Proposal payable to WSP for the performance of the Services, as that sum may be adjusted from time to time in accordance with this Appointment.

Fee Proposal - means the written submission by WSP to the Client detailing the Services, Time Frame and Fee.

Services - means the work and activities to be performed by WSP as detailed in the Fee Proposal unless varied in accordance with clause 2.9.

Time Frame - means the period or date by when the Services are to be completed or any given part of the Services are to be completed. The Time Frame is subject to adjustment in accordance with clause 2.9.

WSP - means WSP UK Limited incorporated and registered in England with company number 01383511 whose registered office is at WSP House, 70 Chancery Lane, London, WC2A 1AF.

2. WSP OBLIGATIONS

- 2.1 Any Services provided to you prior to the date of this Appointment are deemed to have been provided pursuant to the terms of this Appointment.
- 2.2 In performing the Services WSP shall exercise the reasonable skill, care and diligence to be expected of a properly qualified professional experienced in providing services of a similar size, scope and complexity as the Services.
- 2.3 The Fee Proposal shall detail those who are to perform the Services, including both the senior WSP personnel managing the performance of the Services and any third parties to be engaged by WSP to perform any aspect of the Services. WSP shall secure the Client's agreement before appointing any other third party to perform any of the Services.
- 2.4 In undertaking the Services, WSP shall maintain an internal management control system certified to the standards of ISO 9001 or any successor standard with the aim of ensuring quality of service.
- 2.5 WSP shall perform the Services in accordance with the Time Frame subject to the terms of this Appointment.
- 2.6 WSP shall maintain professional indemnity insurance cover of £1,000,000 in the aggregate providing that such insurance is available in the United Kingdom on reasonable terms and rates.
- 2.7 WSP grants to the Client a non-exclusive, royalty free, non-transferable, perpetual licence with the right to use and copy for any purpose in relation to the Services all of the outputs of the Services provided by WSP including reports, information, drawings, designs, specifications, deliverables or other material howsoever issued by WSP to the Client as part of the Services ("**Deliverables**"). The Client shall not sub-licence such rights without WSP's prior written consent. WSP shall not be liable for the use by the Client or any person of any of the Deliverables or any other intellectual property owned or created by WSP for any purpose other than that for which such Deliverables were prepared by or on behalf of WSP. The Client agrees not to use, disclose or facilitate use, input or copy any of the Deliverables or Services provided by WSP under this Appointment for the development, training, deployment or processing of any information through open-source artificial intelligence projects or models. WSP shall also not be liable for any copyright infringement by the Client and/or any other person of the Crown's copyright in protected Ordnance Survey base data. WSP reserves the right at any time to revoke this licence for any period or periods during which any monies payable to WSP under this Appointment are outstanding.
- 2.8 No collateral warranty, third party rights or letters of reliance will be provided by WSP in respect of this Appointment.
- 2.9 WSP shall perform any changes to the Services defined in the Fee Proposal as reasonably requested by the Client. In the event of such request, the parties shall exercise their reasonable endeavours to agree a revision to the Services, and a new Time Frame and Fee in respect of the changed Services.
- 2.10 Save to the extent that such liability may not be limited or excluded by law, WSP's total liability under and/or in connection with this Appointment shall be limited to the sum of £1,000,000 (one million pounds) in the aggregate, whether arising out of breach of contract, tort, breach of statutory duty or otherwise. WSP shall

not be liable for indirect or consequential loss, loss of profit or loss of business. WSP shall not be liable for any claims in relation to asbestos.

- 2.11 Should WSP fail to perform the Services in accordance with this Appointment, WSP shall only be liable for that amount which it would be just and equitable for the Client and/or any claimant to recover from WSP based on all third parties contributing in the same percentage as their respective responsibility in causing the event or events which led to such damage, loss, expense or cost incurred by the Client and/or such claimant.
- 2.12 Neither party shall be in breach of this Appointment nor liable for delay in performing, or failure to perform, any of its obligations under this Appointment if or to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control (including without limitation any epidemic or pandemic). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations and the parties shall work together to agree how to best protect their respective interests under this Appointment. If the period of delay or non-performance continues for more than three months, then either party may terminate this Appointment by giving 7 days' written notice to the other party.
- 2.13 Each party warrants to the other that in performing its obligations under this Appointment, neither it nor its Associated Persons (as that term is defined in section 8 of the Bribery Act 2010) shall act in contravention of any applicable laws against bribery, corruption, slavery, tax evasion, anti-competitive activity or the subject of any sanction or debarment that would prohibit the other party from entering into this Appointment. Each party shall maintain adequate procedures to ensure compliance with such laws for the duration of this Appointment.

3. CLIENT OBLIGATIONS

- 3.1 The Client shall pay (by BACS or CHAPS transfer) the Fee, plus any expenses and other disbursements and all taxes properly chargeable, in accordance with any stage payments specified in the Fee Proposal, or in the event that the Fee Proposal does not provide for stage payments then WSP shall issue an invoice to the Client at the end of the month in which the Services or any part thereof have been performed.
- 3.2 Where this Appointment constitutes a "construction contract" for the purposes of Part II of the Housing Grants, Construction and Regeneration Act 1996 (as amended from time to time), every invoice issued by WSP shall constitute a payment notice issued by the payee for the purposes of section 110A of the Housing Grants, Construction and Regeneration Act 1996.
- 3.3 The due date for payment is the date of the invoice and the final date for payment is 28 days after the due date. If payment is not received in full by the final date for payment then WSP may charge any sums which it is entitled to levy pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until payment is received by WSP.
- 3.4 The Client shall provide WSP with all information, support and assistance either stated within the Fee Proposal or otherwise reasonably required by WSP to perform the Services at no charge to WSP at such time as is required to enable WSP to carry out the Services in accordance with the Time Frame. When providing the information, the Client shall ensure that any information that is subject to security clearance and/or export controls is clearly labelled as such.

4. SUSPENSION

- 4.1 The Client shall be entitled to suspend the performance of the Services upon providing WSP with seven days' written notice. If the Client fails to pay any monies payable to WSP by the final date for payment, WSP may suspend the performance of any or all of its Services or other obligations under this Appointment by giving not less than seven days' written notice to the Client.
- 4.2 In the event of suspension, WSP shall be entitled to invoice the Client for the Services rendered up to the date of suspension, including any expenses and disbursements payable under this Appointment together with any taxes properly chargeable in respect of the same which shall be payable as if it were an invoice issued under clause 3.
- 4.3 WSP shall only be obliged to recommence the performance of the Services upon the Client satisfying its obligations under this Appointment, including paying any invoice issued under clause 4.2, and the parties agreeing any changes to the Fee and Time Frame resulting from the suspension.

5. TERMINATION

- 5.1 The Client may terminate this Appointment for any reason upon 28 days' written notice. Either party may terminate this Appointment upon seven days' written notice in the event that the other party is in material breach of this Appointment provided that the breaching party has been advised of the material breach and has failed to commence within 28 days such actions as necessary to remedy such material breach.
- 5.2 WSP may terminate this Appointment upon seven days' written notice to the Client if any period of suspension under clause 4 shall last for more than three months.
- 5.3 Termination by either party does not affect the parties' respective rights and entitlements pursuant to this Appointment.

6. DATA PROTECTION

- 6.1 For the purposes of these terms, "**controller**", "**data subject**", "**personal data**" and "**processing**" have the meanings given under the UK GDPR (as defined in the Data Protection Act 2018) and "**process**", "**processed**" and "**processes**" shall be construed accordingly.
- 6.2 To the extent that the Client provides WSP with, or makes available to WSP, personal data relating to the Client's employees or representatives in connection with, and operationally required by WSP for the performance of the Appointment, the Client agrees that the Client and WSP shall each be independent controllers of the personal data in their own right.
- 6.3 The Client hereby warrants in respect of such personal data that it has the authority and lawful basis to provide the personal data to WSP and that the Client shall comply with all applicable laws in respect of the personal data, including by providing the relevant information to the data subjects as is required by such laws and obtaining such consent as may be required by WSP from time to time to enable WSP to process the personal data in connection with the performance of the Appointment (and the Client shall provide WSP with records of such consent promptly upon request).
- 6.4 The Client acknowledges that WSP may process the personal data as set out in the privacy pages at [WSP.com/en-GB](https://www.wsp.com/en-GB) or as otherwise provided by WSP to the Client from time to time, and that personal data may be transferred to, and otherwise processed, outside the European Economic Area in connection with delivering the relevant Services, including by WSP group companies in India and/or Serbia who each provide complimentary resource (with whom WSP have entered into standard contractual clauses).
- 6.5 If during the course of delivering the Services WSP provides the Client with access to any personal data relating to WSP employees or representatives, the Client, as independent controller of such personal data, acknowledges and agrees that it shall only use such personal data for the purpose for which it was disclosed, and assumes responsibility for its own compliance with applicable data protection law.

7. DISPUTE RESOLUTION

- 7.1 If a dispute or difference arises under this Appointment which the parties are unable to resolve by way of direct negotiations acting in good faith then the parties shall refer such dispute or difference to mediation using the Centre for Effective Dispute Resolution.
- 7.2 If a dispute or difference arises under this Appointment which either party wishes to refer to adjudication, then Part 1 of the Scheme for Construction Contracts Regulations in force at the date of the referral shall apply and the nominating body shall be the Association for Consultancy and Engineering.

8. GENERAL

- 8.1 Save as may be necessary for the performance of the Services, or as required by law, each party agrees to maintain the confidentiality of confidential information provided to it by another party. Where it is necessary to disclose confidential information to a third party in performance of any obligations under this Appointment, the disclosing party shall take reasonable steps to ensure that the third party provides an equivalent confidentiality undertaking.
- 8.2 This Appointment constitutes the entire agreement between the parties with respect to the performance of the Services and under no circumstances will the terms of this Appointment be renegotiated. No prior discussions, negotiations, statements, representations whether written or oral, except as recorded in this Appointment shall be binding upon the parties. Terms and conditions of the Client diverging from the terms and conditions of this Appointment shall not be valid even if WSP has performed the Services without reservation.
- 8.3 If any provision of this Appointment is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions.
- 8.4 Should there be any conflict between the terms and conditions of this Appointment and any other documentation (including the Fee Proposal) then the terms and conditions of this Appointment shall prevail.
- 8.5 Nothing in this Appointment, any report or any other material howsoever issued by WSP to the Client as part of the Services shall confer any rights to enforce any of its terms on any person who is not a party to this Appointment.
- 8.6 This Appointment and the Fee Proposal describe the terms on which we will act for you and your continued instructions will be taken as acceptance of this Appointment and our Fee Proposal.
- 8.7 The Client may assign its rights and interests in this Appointment on two occasions without WSP's consent. Any further assignments shall be subject to WSP's prior written consent.
- 8.8 No action, claim or proceedings in respect of this Appointment shall be commenced against WSP after the period of six years from the completion of the Services or termination of this Appointment, whichever is earlier.
- 8.9 WSP warrants that it is not aware of any material conflict of interests in respect of the Services. The Client

acknowledges that the mere fact of WSP having advised, or received information from other persons, in relation to the same or similar subject matter as the Services, shall not prima facie constitute a conflict of interests.

- 8.10 Should the applicable laws, rules or regulations applicable to this Appointment be changed or reinterpreted after commencement of the Services in such a manner as to cause an increase in cost to WSP or a delay to the Time Frame, then WSP's Fees and the Time Frame shall be adjusted accordingly. In the event of any withholding tax or other tax liability being levied on or deducted from the sums due to WSP under this Appointment on or after the date hereof, WSP's Fees shall be adjusted as necessary so as to ensure receipt by WSP of the full amount which WSP would have received had no tax or liability been deducted therefrom.

9. GOVERNING LAW

English Law shall apply to the interpretation of this Appointment and govern the performance of the Services, and subject to clause 7 the parties agree to submit to the exclusive jurisdiction of the English Courts.