

Booking Terms & Conditions

1. Interpretation

1.1 In these Conditions, the following definitions apply:

Booking Form: the Customer's order on EIC's standard booking form.

Charges: the charges payable by the Customer, as set out in the Booking Form.

Conditions: these terms and conditions.

Contract: the contract between EIC and the Customer, comprising the Booking Form and these Conditions.

Customer: the person or firm specified in the Booking Form.

Delegate: each delegate named in the Booking Form.

EIC: Energy Industries Council, registered in England and Wales with company number 493459, whose registered office is at 89 Albert Embankment, London SE1 7TP.

Event: the event specified in the Booking Form.

Working Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

1.2 In these Conditions, the following rules of interpretation apply:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender; and

(b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. Basis of Contract

2.1 The Booking Form constitutes an offer by the Customer in accordance with these Conditions and does not create a contract. The Customer shall not submit a Booking Form to EIC less than one (1) Working Day prior to the Event.

2.2 The Booking Form shall only be deemed to be accepted if EIC issues written confirmation of the Booking Form at which point and on which date the Contract shall come into existence.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Charges and Payment

3.1 The Customer shall pay to EIC the Charges in pounds Sterling on the date on which EIC issues written confirmation of the Booking Form pursuant to clause 2.2.

3.2 All Charges are subject to VAT at the applicable rate.

4. Delegates

4.1 The Contract entitles the Delegates to attend the Event, save that the Delegates will not be entitled to attend the Event if EIC has not received the Charges in cleared funds prior to the Event.

4.2 Changes to the identity of a Delegate should be provided to EIC no later than two (2) Working Days before the Event, otherwise changes may not be reflected in Event literature.

4.3 If the Delegate has any dietary or access requirements, the Customer shall notify EIC of any requirements when submitting the Booking Form.

4.4 The Customer agrees to procure that each Delegate will adhere to all housekeeping rules, procedures and policies that are notified to the Delegate and will comply with all reasonable and lawful instructions given by any employee, officer or representative of EIC.

4.5 EIC has the right to refuse entry to, or to expel from the Event, any Delegate whose conduct breaches, or is likely to breach, the rules referred to in clause 4.4 or whose conduct prejudices the proper and safe running of the Event. If this occurs, EIC shall have no obligation to refund any Charges to the Customer.

4.6 The Customer shall procure permission from each Delegate for EIC to create and maintain records of each Delegate and to process the information of the Delegate in connection with the Event.

4.7 The Customer is liable for any damage or loss incurred by EIC as a result of the acts or omissions of each Delegate in connection with the Event.

5. Event

5.1 All techniques, models, processes, methodologies, know-how and other intellectual property rights (the "**Know How**") contained in the materials supplied to the Customer by EIC (the "**Materials**") shall at all times be and remain the exclusive property of EIC. EIC hereby grants to the Customer, subject to the terms of this Contract, a non-exclusive, non-transferable limited right to use and copy the Materials and to implement the Know How, for its own internal business purposes. The Customer shall not distribute the Materials, or otherwise disclose the Know-How, to any individual outside of its business organisation.

5.2 EIC reserves the right to make changes to the published programme of the Event (for example, changes to the timings and speakers, but not changes to the overall content) or the published venue for the Event. In such circumstances, the Customer has the right to terminate the Contract with immediate effect by giving written notice to EIC. EIC shall have no obligation to refund to the Customer any Charges paid.

5.3 EIC has the right to cancel the Event due to circumstances beyond the reasonable control of EIC. In such circumstances, the Delegates have the right to attend the rescheduled Event. If the Event is not rescheduled, EIC shall refund to the Customer any Charges paid in respect of the cancelled Event.

6. Liability

6.1 Nothing in this Contract affects EIC's liability for:

- (a) personal injury or death as a result of EIC's negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot by law be limited or excluded.
- 6.2 Subject to clause 6.1:
- (a) except where caused by EIC's negligence or other breach of duty, EIC shall not be liable for any death or personal injury or property damage which may be sustained during or become apparent as a result of attendance at the Event;
 - (b) EIC shall not be liable for loss of profits or for any indirect or consequential loss; and
 - (c) EIC shall not be liable for any costs or expenses incurred by the Customer or the Delegate in respect of cancellation or rescheduling of an Event.
- 6.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
7. **Publicity**
- 7.1 EIC may use photographs taken at Events in publicity and marketing materials, including use on www.the-eic.com. The Customer shall procure permission from each Delegate for the taking and use of such photographs. The Customer shall inform each Delegate that if the Delegate does not wish to be included in any photographs, the Delegate must notify EIC staff prior to the photographs being taken.
8. **Termination**
- 8.1 EIC has the right to terminate the Contract with immediate effect by giving written notice to the Customer:
- (a) if the Customer fails to pay the Charges on the due date for payment; or
 - (b) if the Customer fails to pay any other monies due to EIC, whether under this Contract or otherwise.
- 8.2 Save where clause 5.2 applies, the Customer has the right to terminate the Contract with immediate effect by giving written notice to EIC. If EIC receives notice of termination more than 14 days before the start of the Event, the Customer will be liable to pay 50% of the Price. If the Customer has paid more than 50% of the Price on the date of termination, EIC shall refund the excess. If EIC receives notice of termination 14 days or less before the start of the Event, the Customer will be liable to pay 100% of the Price.
- 8.3 Either party has the right to terminate the Contract immediately by notice in writing if the other party breaks any term or condition of the Contract which would reasonably be regarded as serious. If such a break is capable of being remedied so that it would no longer be a break, the right to terminate only exists if the party at fault fails to take steps to remedy the break within 30 days of notice from the innocent party.
- 8.4 Either party has the right to terminate the Contract immediately by notice in writing if the other becomes insolvent, bankrupt or has a receiver, manager, administrative receiver or liquidator appointed (as applicable).

- 8.5 This Contract will automatically terminate once the Event has ended (or if the Contract is for a series of Events, at the end of the last Event).
- 8.6 Termination or expiry of this Contract will not affect the rights and obligations of the parties held prior to the Contract being terminated, nor will it cause clauses 4.7, 5.1, 6, 7, 8 and 10 to cease to have effect.
9. **Force Majeure**
- 9.1 Neither party shall be liable for any failure to perform, or delay in performance of, any of its obligations under this Contract which is caused by any event outside its control (these are commonly known collectively as a "**Force Majeure Event**").
- 9.2 Examples of a Force Majeure Event include, amongst others, severe weather conditions, fire, flood, epidemic, war, terrorism, strikes and restrictions in obtaining materials and labour.
10. **General**
- 10.1 This Contract sets out the entire agreement and understanding between the parties in respect of the Event. Each party has entered into this Contract relying only on the terms contained in the Contract, and except where stated in the Contract, neither party will have any liability in respect of any representation made before the date of the Contract, unless it was made fraudulently.
- 10.2 Any notice to a party under this Contract shall be in writing signed by or on behalf of the party giving it and shall be sent by prepaid first class post to the receiving party's address as set out in the Booking Form (the Customer) and page one of these Conditions (EIC). A notice shall be deemed to be served 48 hours after posting.
- 10.3 If a court or other authority decides that any provision of this Contract is not valid, or any such provision becomes illegal and unenforceable, the rest of the provisions of the Contract will not be affected.
- 10.4 No purported variation of this Contract shall be effective unless it has been recorded in writing and signed by or on behalf of each of the parties.
- 10.5 No term of this Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 10.6 This Contract and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation.