EIC Pavilion at OFFSHORE EUROPE 2027 – BOOKING FORM

Please return your completed and signed application form to InternationalTrade@the-eic.com

* Compulsory fields must be completed.

We wish to participate in the EIC Pavilion at Offshore Europe 2027 and confirm that we accept the Terms and Conditions issued by the EIC below, and the organisers (available on request).

As part of my participation in the event, I understand the EIC will need to share my information, company information, and any contacts in relation to the event with external partners specific to the event.

- If the Event is cancelled or postponed due to a Force Majeure event, government-imposed restrictions or other circumstances beyond EIC's reasonable control, any refund of Charges shall be determined in accordance with the Terms and Conditions below, taking into account expenditure already committed by EIC. A full refund may not be available in such circumstances.
- If you cancel your participation due to travel restrictions, quarantine requirements, government-imposed measures or internal company decisions, and the Event is still proceeding, you will remain liable for the full Charges in accordance with the Terms and Conditions below.
- Please note that if government-imposed restrictions, enhanced health and safety requirements or quarantine measures are put in place in the country of the Event and/or your country of residence, exhibitors will be responsible for covering any additional expenses arising from compliance with such measures.

Signature:* _____

Name (in caps):* _____ Date:*_____Time: _____

The Exhibitor warrants that the person submitting the Application Form is fully authorised to enter into the Contract on behalf of the Exhibitor.

1. COMPANY DETAILS

Please note, the below address will be used for invoicing purposes. UK VAT will be added for UK based companies

Company:* _____ EIC Member/non-member:* _____

Address:*_____

Contact name:* _____ Position:* _____

Email:* _____ Website: _____

Tel (switchboard):* _____ Tel (direct line):* _____

Products/services: _____

Note: if you intend to have sub-exhibitors, please provide similar details for each sub-exhibitor.

2. SPACE RESERVATION* (Please note that the minimum stand size is 9sqm).

We wish to apply for _____ sqm in the:

Our preferred stand numbers (in order of preference) are: 1. 2. 3.

3. PAYMENT

On receipt of your booking, EIC will invoice for the balance of charges. Payment is due within 30 days of invoice, if invoice is raised less than 30 days before the event, payment is due prior to the event date. Payment is required to be received before the date of the event. If the EIC has not received full payment prior to the event start date, EIC reserve the right to hold back exhibitor passes and access to the exhibitors stand. Full payment remains due and payable. All costs and fees below are excluding VAT.

Shell Scheme – Early Bird

EIC Member (£1,050 per sqm) £_____

Non-Member (£1,125 per sqm) £_____

Free Build (space only)

EIC Member (£845 per sqm) £_____

Non-Member (£920 per sqm) £_____

Additional

Corner Fee (£600 per corner) *If booking a corner stand £_____

Sub-exhibitor fee (£150 per company) *If exhibiting with another company £_____

Organiser's Compulsory Marketing & Insurance Fee (£995) £_____995_____

Advertising

EIC Member Half A4 page advertisement in EIC's Inside Energy Offshore Europe Edition (£649) £_____

Non-Member Half A4 page advertisement in EIC's Inside Energy Offshore Europe Edition (£1,299) £_____

EIC Member Full A4 page advertisement in EIC's Inside Energy Offshore Europe Edition (£1,299) £_____

Non-Member Full A4 page advertisement in EIC's Inside Energy Offshore Europe Edition (£2,599) £_____

EIC Member Double-page advertisement in EIC's Inside Energy Offshore Europe Edition (£1,599) £_____

Non-Member Double-page advertisement in EIC's Inside Energy Offshore Europe Edition (£3,199) £_____

EIC Member Inside front cover advertisement in EIC's Inside Energy Offshore Europe Edition (£2,999) £_____

Non-Member Inside front cover advertisement in EIC's Inside Energy Offshore Europe Edition (£5,999) £_____

Total: £ _____

4. Costs listed are exclusive of VAT. The final invoice will include VAT at the applicable rate (20% UK VAT) if addressed to UK-based entities.

Booking Terms & Conditions

1. Interpretation

1.1 In these Conditions, the following definitions apply:

Application Form: the application form completed by the Exhibitor.

Charges: the charges payable by the Exhibitor, as set out in the Application Form.

Conditions: these terms and conditions.

Contract: the contract between EIC and the Exhibitor, comprising the Application Form and these Conditions, formed in accordance with clause 2.

Exhibitor: the company specified in the Application 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 Application Form.

Member: a fully paid-up member of EIC. Privacy Policy: the policy covering EIC's use of personal data which can be viewed at www.the-eic.com. **Representative:** an individual employed by the Exhibitor who may attend the Event on behalf of the Exhibitor. **Shell Scheme:** the modular stand system supplied to Exhibitors which may include carpet tiles and furniture. **DBT:** the UK Government's Department for Business and Trade (or any successor or replacement department).

'Force Majeure' shall mean acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic; terrorist attack, civil war, civil commotion or riot, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical or biological contamination or sonic boom any law or any action taken by a government or public authority including without limitation, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of building, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service.

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 and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. Basis of Contract

2.1 The Application Form is provided by the Exhibitor in accordance with these Conditions and constitutes as the contract between EIC and the Exhibitor.

2.2 After the Exhibitor submits an Application Form, EIC shall send the Exhibitor an email acknowledging that it has received the Application Form.

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

2.4 The Exhibitor warrants that the person submitting the Application Form is fully authorised to enter into the Contract on behalf of the Exhibitor.

3. Charges and Payment

3.1 Upon booking its stand, the Exhibitor may (but will not always) be required to pay to EIC a deposit of 25% (twenty five percent) of the Charges, in which case an invoice for the same will be issued within 14 (fourteen) days of booking, and payable in accordance with clause 3.2

3.2 EIC shall issue an invoice(s) for all Charges. The Exhibitor shall pay any such invoice(s) in full within 30 (thirty) days of the date of the invoice.

3.3 If the Event can be attended by both Members and Non-Members and the Exhibitor ceases to be a Member, the Exhibitor shall, on request by EIC, pay any additional Charges applicable to Non-Members.

3.4 EIC may adjust charges relating to the provision of space and stand construction based on actual costs and the Exhibitor shall pay any increase on receipt of invoice. The Exhibitor shall pay the costs of any additional site services, including but not limited to group telephones, refreshments and publicity, on receipt of invoice.

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

3.6 The Exhibitor must pay all Charges in cleared funds prior to the Event.

3.7 If the Exhibitor fails to make any payment due to EIC under this Contract by the due date for payment, then, without limiting EIC's remedies under clause 13, the Exhibitor shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of National Westminster Bank Plc from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Exhibitor shall pay the interest together with the overdue amount.

3.8 EIC may deduct from any sums due or which may become due to the Exhibitor under this or any other contract with EIC, any sum which is due or which may become due to EIC from the Exhibitor under this or any other contract.

4. Exhibitors

4.1 The Exhibitor must be established and registered in the UK. Non-UK residents may attend the Event as Representatives.

4.2 If any Representative has any dietary or access requirements, the Exhibitor shall notify EIC of such on request by EIC.

4.3 The Exhibitor shall be fully responsible for obtaining any permits, visas or other authorisations required for its Representatives, guests and any sub-Exhibitor to attend the Event and for ensuring that these are valid and up to date. EIC shall not be responsible for any losses suffered by the Exhibitor as a result of the failure to obtain any such permits, visas or other authorisations or their withdrawal.

4.4 The Exhibitor shall be fully responsible for ensuring that each of its Representatives, guests and any Sub-exhibitor are fit for travel, including but not limited to obtaining any necessary immunisations, vaccinations or medication required or recommended for travel to the area in which the Event is held.

4.5 The Exhibitor shall procure that each Representative adheres to all rules, procedures and policies that are notified to the Exhibitor or the Representative and shall comply with all reasonable and lawful instructions given by any employee, officer or representative of EIC or the Event organiser or host (if not EIC).

4.6 The Exhibitor shall procure that its Representatives do not use any photographic equipment, mobile or other device to record or transmit any data, images or presentations given at the Event without prior written permission from EIC.

4.7 The Exhibitor shall be responsible for completing any information required by the Event organiser within any deadlines specified by the organiser or EIC.

4.8 EIC may refuse entry to, or expel from the Event, any Exhibitor and/or Representative whose conduct breaches, or (in EIC's sole discretion) is likely to breach, clause 4.5 or whose conduct prejudices the proper and safe running of the Event or the enjoyment of the Event by other attendees. If this occurs, EIC shall not refund any Charges to the Exhibitor.

4.9 If the Exhibitor is permitted to invite guests to the Event, the Exhibitor shall be responsible for the conduct of its guests and for ensuring they comply with the relevant provisions of this Contract.

4.10 The Exhibitor shall be responsible for the conduct of its SubExhibitors (if any) and for ensuring they comply with the relevant provisions of this Contract.

4.11 The Exhibitor shall indemnify and keep indemnified EIC (and any third parties including the Event organiser or host and other attendees) against any claims, losses, damages, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from or arising from any breach of this clause 4.

4.12 The Exhibitor shall be fully responsible for ensuring that each of its Representatives and guests:

(a) Are fit for any travel to the event, including but not limited to obtaining any necessary immunisations, vaccinations or medication required or recommended for travel to the area in which the Event is held.

(b) Adheres to all rules, procedures and policies that are notified to the Exhibitor or the Representative and shall comply with all reasonable and lawful instructions given by any employee, officer or representative of EIC or the Event organiser or host (if not EIC).

(c) Complies with all applicable health and safety requirements, including any enhanced measures or guidelines imposed by any governmental or local authority in connection with the Event.

5. Sub-Exhibitors

5.1 The Exhibitor may permit additional companies ("**SubExhibitors**") to display or exhibit goods within its stand.

5.2 Any Sub-Exhibitors must be approved by EIC in writing in advance of the Event.

5.3 The Exhibitor shall pay an additional charge to EIC for each Sub-Exhibitor.

6. Event

6.1 EIC reserves the right to make changes to the published programme of the Event (including, but not limited to changes to the number of stands, timings, speakers or venue) at any time and does not guarantee the quality or the content of the Event or the number of other exhibitors or attendees.

6.2 The views and opinions expressed by any speaker, exhibitor, sponsor or attendee at the Event are their own. EIC shall not be responsible for any advice given or view expressed by any speaker, exhibitor, sponsor or attendee at the Event or in any material provided to the Exhibitor or its Representatives.

6.3 EIC has the right to cancel the Event: (a) due to a Force Majeure event; or (b) if there are insufficient numbers of bookings by Exhibitors or attendees. In such circumstances, if the Event is rescheduled, the Exhibitor may attend the rescheduled Event. If the Event is cancelled pursuant to clause 6.3(a) and is rescheduled but the Exhibitor is unable to attend the rescheduled Event, the refund provisions set out in clause 14 shall apply. If the Event is cancelled pursuant to clause 6.3(b) and is rescheduled but the Exhibitor is unable to attend the rescheduled Event, the Exhibitor shall not be entitled to a refund of Charges or any other expenses.

If the Event is cancelled pursuant to clause 6.3(a) (Force Majeure) and is not rescheduled, the refund provisions set out in clause 14 shall apply. If the Event is cancelled pursuant to clause 6.3(b) (insufficient bookings) and is not rescheduled, EIC shall refund to the Exhibitor such proportion of the Charges paid as EIC reasonably determines, provided that EIC shall not be required to refund Charges to the extent that EIC has already committed expenditure or irrevocably agreed to commit expenditure in respect of the Exhibitor's attendance at the Event. EIC shall also be entitled to retain from any refund a reasonable sum in respect of its own administration and event management costs. For the avoidance of doubt, any refund shall be limited to the Charges paid, and shall not include travel, accommodation or other expenses (such as shipping or transport) incurred by the Exhibitor in connection with the Event.

6.4 If the Event organiser or host cancels the Event other than due to a Force Majeure event, EIC shall refund to the Exhibitor such proportion of the Charges paid as EIC reasonably determines, provided that EIC shall not be required to refund Charges to the extent that EIC has already committed expenditure or irrevocably agreed to commit expenditure in respect of the Exhibitor's attendance at the Event. EIC shall also be entitled to retain from any refund a reasonable sum in respect of its own administration and event management costs. If the Event organiser or host cancels the Event due to a Force Majeure event, the refund provisions set out in clause 14 shall apply. For the avoidance of doubt, the Exhibitor shall remain liable for Charges due under the Contract to the extent of expenditure already committed to or paid by EIC, together with a reasonable sum in respect of EIC's administration and event management costs.

6.5 If the Event organiser or host postpones the Event other than due to a Force Majeure event, EIC shall refund to the Exhibitor such proportion of the Charges paid as EIC reasonably determines, provided that EIC shall not be required to refund Charges to the extent that EIC has already committed expenditure or irrevocably agreed to commit expenditure in respect of the Exhibitor's attendance at the Event. EIC shall also be entitled to retain from any refund a reasonable sum in respect of its own administration and event management costs. If the Event organiser or host postpones the Event due to a Force Majeure event, the refund provisions set out in clause 14 shall apply. For the avoidance of doubt, the Exhibitor shall remain liable for Charges due under the Contract to the extent of expenditure already committed to or paid by EIC, together with a reasonable sum in respect of EIC's administration and event management costs.

6.6 EIC may provide an exhibitor manual including additional information about the Event and the Exhibitor's responsibilities. The Exhibitor shall be responsible for reading and complying with any exhibitor manual and EIC shall not be responsible for any failure by the Exhibitor to do so.

7. Exhibition Stand and Space

7.1 Individual stands are allocated on a first-come, first-served basis. EIC shall use its reasonable efforts to provide the size of stand and Shell Scheme (if applicable) requested by the Exhibitor but cannot guarantee in advance the hall, position, Shell Scheme (if applicable), configuration of stand or total stand size. EIC may adjust Charges based on actual costs in accordance with clause 3.3.

7.2 EIC reserves the right to move the location of the Exhibitor's stand, or to alter the size of an Exhibitor's stand but only to the minimum extent necessary. The Exhibitor shall be liable for any consequential increase in costs.

7.3 EIC reserves the right to make adjustments to the Exhibitor's stand as may be necessary to comply with any applicable health and safety requirements, including any enhanced measures imposed by any governmental or local authority or the Event organiser.

7.4 EIC reserves the right to remove, adapt or modify any shared lounge, meeting space or communal facilities as may be necessary to comply with any applicable health and safety requirements.

7.5 EIC reserves the right to make adjustments to the Event layout as may be necessary to comply with any applicable health and safety requirements, including any enhanced measures imposed by any governmental or local authority or the Event organiser.

7.6 EIC shall use reasonable endeavours to ensure the safety and wellbeing of all participants at the Event and shall notify all participants of any applicable health and safety guidelines or requirements in force during the Event.

7.7 EIC shall take reasonable care to allocate space to Exhibitors which avoids inclusion of pillars and other obstructions or physical restrictions but the Exhibitor acknowledges that this shall not always be possible.

7.8 The Exhibitor shall ensure that the space, stand and Shell Scheme (if applicable) allocated to it are adequate for its needs.

7.9 If the Exhibitor has booked a Shell Scheme, it shall not embellish the identity panels of its stand by using graphics outside or above the allocated stand space.

7.10 If the Exhibitor has booked a free build or 'space only' stand:

(a) it must supply technical drawings and graphics of its stand for approval in advance by EIC. EIC may approve or disapprove the technical drawings or graphics in its sole discretion;

(b) the stand shall not be higher than four metres; and

Booking Terms & Conditions

(c) the Exhibitor shall not use any hanging banners which extend above the four-metre height restriction.

7.11 The Exhibitor shall not:

(a) use any materials, logos or displays that are obscene, offensive or defamatory or which would otherwise bring the reputation of EIC or the Event into disrepute; or

(b) cover or otherwise obscure any EIC or UK logos or branding on or around its stand.

7.12 The Exhibitor shall be liable for any damage it, its Representatives or its Sub-Exhibitors cause to the Shell Scheme and stand construction and any other facilities provided by EIC or the Event organiser, except that the Exhibitor shall not be liable for fair wear and tear.

8. Event Materials

8.1 All copyright, trade marks, techniques, models, processes, methodologies, know-how and other intellectual property rights (the "Know How") contained in the materials supplied to the Exhibitor, the Representatives and/or any Sub-Exhibitor by EIC (the "Materials") shall at all times be and remain the exclusive property of EIC (or its licensors). EIC hereby grants to the Exhibitor, subject to the terms of the Contract, a revocable, nonexclusive, non-transferable licence to use the Materials and Know How for its own internal business purposes. The Exhibitor shall not distribute, resell or otherwise disclose the Materials or the Know-How to any individual or company outside of its business organisation (including to group companies).

9. Liability

9.1 Nothing in the Contract limits or excludes 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.

9.2 Subject to clause 9.1, EIC shall not be liable for:

(a) property damage which may be sustained during or become apparent as a result of attendance at the Event;

(b) direct loss of profits or revenue;

(c) direct loss of anticipated profits or revenue;

(d) direct loss of contracts;

(e) direct loss of savings or anticipated savings;

(f) any costs or expenses incurred by the Exhibitor or its Representatives in connection with the cancellation or rescheduling of an Event, provided that this clause 9.2(f) shall not affect the Exhibitor's entitlement to any refund of Charges that is explicitly set out in these Conditions; or

(g) any indirect or consequential loss.

9.3 Subject to clause 9.1, EIC's maximum aggregate liability in contract, tort (including negligence) or otherwise, howsoever arising, out of or in connection with this Contract, shall be limited to the higher of a sum equal to the Charges paid or payable under this Contract and £10,000. Any sums refunded to the Exhibitor shall not exceed EIC's maximum liability pursuant to this clause 9.3.

9.4 EIC shall have no liability whatsoever or howsoever arising in respect of any claim of which it is not notified in writing prior to the first anniversary of the Event.

10. Travel and Freight Arrangements

10.1 EIC may recommend travel or freight agents, stand contractors or accommodation. Exhibitors follow these recommendations at their own risk, and EIC shall not accept any liability whatsoever for any loss suffered by Exhibitors or their Representatives or Sub-Exhibitors as a result of following such recommendations.

10.2 EIC recommends that Exhibitors make flexible travel and accommodation arrangements. If an Event is rescheduled, EIC shall not be responsible for the cost of cancelled arrangements.

11. Export Control

11.1 The Exhibitor shall be completely responsible for any necessary applicable licences for export and import of equipment used, required or displayed at Events.

11.2 Any application to exhibit by a UK export agent must be sent well in advance of the cut off date. EIC shall not be liable for any failure to obtain, breach of or withdrawal of any applicable export or import licence.

11.3 The Exhibitor shall indemnify and keep indemnified EIC (and any third parties including the Event organiser or host and other attendees) against any claims, losses, damages, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from or arising from any breach of this clause 11.

12. Publicity

12.1 EIC may use information provided by the Exhibitor in publicity and sales materials prior to the Event. EIC is not responsible for any translation of the information provided by the Exhibitor, and the Exhibitor is advised to check the accuracy of any translation.

12.2 The Exhibitor shall be responsible for checking the accuracy of information of all forms, brochures and other publicity materials. If EIC sends a proof of any document to the Exhibitor for approval and the Exhibitor does not respond within the time limit specified by EIC, the Exhibitor shall be deemed to approve the document.

12.3 EIC may use photographs or quotes taken at Events in publicity and marketing materials, including on the EIC website at www.the-eic.com. The Exhibitor shall procure permission from each Representative for the taking and use of such photographs. The Exhibitor shall inform each Representative that if the Representative does not wish to be included in any photographs, the Representative must notify EIC staff prior to the photographs being taken.

13. Termination

13.1 EIC has the right to terminate the Contract with immediate effect by giving written notice to the Exhibitor if:

(a) The Exhibitor fails to pay any monies due to EIC (including membership fees), whether under this Contract or otherwise. Termination in this case will also be deemed to automatically be effective on the date that is 90 (ninety) days from the date of the applicable invoice if EIC has not received the monies due, without the need for notice being given on EIC's part, and, without prejudice to any other rights or remedies, EIC may resell the Exhibitor's space.

(b) The Event is a Member-only event, and the Exhibitor ceases to be a Member.

13.2 If the Contract is terminated by EIC under clause 13.1, the Exhibitor shall not be entitled to a refund of any Charges paid. Also, if the Contract is terminated by EIC under clause 13.1(a) in respect of monies due under this Contract, EIC shall also be entitled to invoice the Exhibitor (which invoice the Exhibitor shall pay) for any loss EIC incurs (over and above any Charges already paid by the Exhibitor) as a result of not being able to re-sell the stand space at the Event (which had, before that termination, been booked by the Exhibitor), together with a reasonable sum in respect of EIC's administration and event management costs

13.3 The Exhibitor has the right to terminate the Contract at will with immediate effect by giving written notice to EIC:

(a) If the notice of cancellation is received before 12 months prior to the Event start date, 10% (ten percent) of the Charges will be retained by EIC, and 90% (ninety percent) will be refunded;

(b) If the notice of cancellation is received between 9 – 12 months prior to the Event start date, 25% (twenty five percent) of the Charges will be retained by EIC, and 75% (seventy five percent) will be refunded;

(c) If the notice of cancellation is received 6- 9 months prior to the Event start date, 50% (fifty percent) of the Charges will be retained by EIC, and 50% (fifty percent) will be refunded. However, in this case, EIC shall endeavour to resell the Exhibitor's space and, if able to do so, a further 25% (twenty five percent) of the Charges will be refunded;

(d) If the notice of cancellation is received 6 months or less prior to the Event start date, 100% (one hundred percent) of the Charges will be retained by EIC. However, in this case, EIC shall endeavour to resell the Exhibitor's space and, if able to do so, 50% (fifty percent) of the Charges will be refunded.

13.4 If the Exhibitor cancels its participation in the Event due to travel restrictions, quarantine requirements, government-imposed measures or internal company decisions, and the Event is still proceeding, the Exhibitor shall not be entitled to any refund and shall remain liable for 100% of the Charges.

13.5 If governmental or public health restrictions (including quarantine measures) are imposed in the country of the Event and/or the United Kingdom, the Exhibitor shall be responsible for any additional expenses reasonably incurred as a result of compliance with such restrictions. If the Exhibitor elects not to attend the Event as a result of any such restrictions and the Event is still proceeding, the provisions of clause 13.4 shall apply and the Exhibitor shall not be entitled to any refund of Charges.

13.6 Either party has the right to terminate the Contract immediately by notice in writing if the other party:

(a) is in material breach of any term of the Contract which would reasonably be regarded as serious. If such a breach is capable of being remedied so that it would no longer be a breach, the right to terminate only exists if the party at fault fails to take steps to remedy the breach within 30 days of notice from the innocent party; and

(b) becomes insolvent, bankrupt or has a receiver, manager, administrative receiver or liquidator appointed (as applicable).

13.7 The Contract will automatically terminate once the Event has taken place (or if the Contract is for a series of Events, when the last Event has taken place).

13.8 Termination or expiry of this Contract will not affect the rights and obligations of the parties held prior to the Contract being terminated, and clauses 4.12, 7.8, 8.1, 9, 12, 13, 14 and 16 shall survive termination or expiry of the Contract.

14. Force Majeure

EIC shall not be liable for any loss of or damage to any property of the Exhibitor or any other person, or for any loss or damage sustained by the Exhibitor, where such loss or damage arises from or in connection with a Force Majeure event, whether or not within EIC's control. If the opening or holding of the Event is prevented, postponed or abandoned, or if the Event venue becomes wholly or partially unavailable for the holding of the Event, due to a Force Majeure event, the Exhibitor shall have no claim for damages or compensation of any kind against EIC. In such circumstances, EIC shall refund to the Exhibitor such proportion of the Charges already paid as remains after deducting: (a) all expenditure committed to or paid by EIC in connection with the Exhibitor's participation in the Event; and (b) a reasonable sum in respect of EIC's administration and event management costs. EIC shall also be entitled to invoice the Exhibitor for any Charges that remain unpaid to the extent of expenditure already committed to or paid by EIC, together with a reasonable sum in respect of EIC's administration and event management costs.

15. Insurance

15.1 The Exhibitor shall ensure that it and its Representatives are fully insured against accident, injury, loss or damage of any nature including for employers' liability, product liability and public liability. The Exhibitor shall comply with any reasonable requirements of EIC, the Event organiser and applicable law in this regard.

16. Data Protection

16.1 EIC may require personal information (including contact details and dietary and health information) about Representatives during the booking process to ensure that the requirements of Representatives are met at the Event. This information shall be collected and used in accordance with EIC's Data Protection Policy and Privacy Policy.

16.2 The information which the Exhibitor supplies to EIC may be used for publication (where the Exhibitor provides details for inclusion in EIC's directories, catalogues or Exhibitor lists and on EIC's website) and to provide the Exhibitor with information about similar events.

16.3 Information provided by Exhibitors may be transferred to DBT who may use this information to contact the Exhibitor or the Representative after the Event. EIC may also transfer the information to other EIC group companies outside the United Kingdom and European Economic Area and will ensure that appropriate measures are in place to do so.

16.4 The Exhibitor shall procure permission from each Representative for EIC to collect and process personal information relating to each Representative in accordance with this clause 16 and EIC's Data Protection Policy and Privacy Policy.

16.5 The Exhibitor acknowledges that the transmission of information over the internet is not completely secure, and any transmission of information by the Exhibitor over the internet is at its own risk.

16.6 The Exhibitor shall indemnify, and keep indemnified, EIC against all costs, expenses, damages, loss, liabilities, demands, claims, fines, actions or proceedings which EIC may suffer or incur arising out of any breach of this clause 16.

17. General

17.1 The Contract sets out the entire agreement and understanding between the parties in respect of the Event and supersedes any prior agreements, arrangements, representations or understandings (whether oral or written) between the parties in relation to the Event. Each party has entered into the Contract in reliance only on the terms specifically contained in the Contract, and except where stated in the Contract, neither party will have any liability in respect of any other representation, warranty or promise made prior to the Contract.

17.2 Any notice to a party under the 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 Application Form (the Exhibitor) and page one of these Conditions (EIC) or by email to events@the-eic.com. If a notice is given in accordance with this clause 17.2, it shall be deemed to have been received:

(a) if delivered by post, 48 hours after posting; and

(b) if delivered by email, at the time of sending, or if the email is sent after 5pm or on a day other than a business day, at 9am on the following business day.

17.3 The Contract shall not be assigned or transferred in whole or in part by the Exhibitor without the prior written consent of EIC.

17.4 If EIC fails to enforce a right under the Contract, that failure shall not prevent EIC from enforcing other rights, or the same type of right on a later occasion.

17.5 If a court or other authority decides that any provision of the Contract is not valid, or any such provision becomes illegal and unenforceable, the rest of the provisions of the Contract will not be affected.

17.6 No purported variation of the Contract shall be effective unless it has been recorded in writing and signed on behalf of each of the parties by their authorised representatives.

17.7 No term of the Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it (including but not limited to the Exhibitor's Representatives).

17.8 The 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.