

## Booking Terms & Conditions - Exhibitors at Strategic Events

### 1. Interpretation

1.1 In these Conditions, the following definitions apply:

**Booking Form:** the online booking form completed by the Exhibitor.

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

**Conditions:** these terms and conditions.

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

**Exhibitor:** the company specified 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.

**Member:** a fully paid-up member of EIC.

**Privacy Policy:** the policies (Privacy Policy and Data Protection Policy) covering EIC's use of personal data which can be viewed at [www.the-eic.com](http://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.

**DIT:** the UK Government's Trade and Investment department and any subsequent or replacement department.

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 Booking Form is an offer by the Exhibitor in accordance with these Conditions and does not constitute a contract between EIC and the Exhibitor.

2.2 After the Exhibitor submits the Booking Form, EIC shall send the Exhibitor an email acknowledging that it has received the Booking Form. However, this does not mean that the Booking Form has been accepted or a contract has been formed.

2.3 EIC shall confirm acceptance of the Exhibitor's Booking Form when it receives payment in cleared funds by sending a confirmation email. The Contract between EIC and the Exhibitor shall only be formed when the confirmation email is sent.

2.4 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.

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

### **3. Charges and Payment**

- 3.1 The Exhibitor shall pay the Charges within 30 days of receipt of an invoice from EIC. Invoices shall be issued in accordance with the Booking Form.
- 3.2 If the Event can be attended by both Members and Non-Members and the Customer ceases to be a Member, the Customer shall, on request by EIC, pay any additional Charges applicable to non-Members.
- 3.3 EIC may adjust the charges relating to the provision of space and stand construction based on actual costs and the Exhibitor shall pay any additional amount on demand. 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.
- 3.4 All Charges are subject to VAT at the applicable rate.
- 3.5 The Exhibitor must pay all Charges in cleared funds prior to the Event.
- 3.6 If the Exhibitor fails to make any payment due to EIC under the Contract by the due date for payment, then, without limiting EIC's remedies under clause 12, 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.
- 3.7 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 is entitled to have a maximum of two Representatives attend the Event.
- 4.2 If any Representative has any dietary or access requirements, the Exhibitor shall notify EIC of such in accordance with the terms of the exhibitor manual.
- 4.3 The Exhibitor shall be fully responsible for obtaining any permits, visas or other authorisations required for its Representatives 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 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).
- 4.5 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.
- 4.6 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 4.4 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.
- 4.7 The Exhibitor shall indemnify and keep indemnified EIC (and any third parties including the Event organiser or host (if not EIC) 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.

## 5. **Event**

- 5.1 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 content of the Event or the number of other exhibitors or attendees.
- 5.2 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.
- 5.3 EIC has the right to cancel the Event due to circumstances beyond its reasonable control (which, for the avoidance of doubt, shall include insufficient numbers of bookings by Exhibitors or attendees). In such circumstances, if the Event is rescheduled the Exhibitor may attend the rescheduled Event. For the avoidance of doubt, the Exhibitor shall not be entitled to a refund of Charges or any other expenses if it cannot attend the rescheduled Event. If the Event is not rescheduled, EIC shall refund to the Exhibitor any Charges paid in respect of the cancelled Event. For the avoidance of doubt, any refund shall be limited to the Charges, and shall not include any travel, accommodation or other expenses (such as shipping or transport) incurred by the Exhibitor in connection with the Event.
- 5.4 If EIC cancels the Event other than pursuant to clause 5.3, EIC shall refund a reasonable proportion of the Charges to the Exhibitor, except that EIC shall not 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.
- 5.5 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.

## 6. **Exhibition Stand and Space**

- 6.1 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 requested by the Exhibitor but cannot guarantee in advance the hall, position, Shell Scheme, configuration of stand or total stand size. EIC may adjust Charges based on actual costs in accordance with clause 3.3
- 6.2 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 charges.]
- 6.3 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.
- 6.4 The Exhibitor shall ensure that the space, stand and Shell Scheme allocated to it are adequate for its needs.
- 6.5 The Exhibitor shall not:
- (a) embellish the identity panels of its stand by using graphics outside or above the allocated stand space;
  - (b) 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
  - (c) use freebuild or 'space only' stands except with the express prior consent in writing of EIC and the Event organiser or host.

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

## 7. **Event Materials**

7.1 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 and/or the Representatives 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, non-exclusive, 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).

## 8. **Liability**

8.1 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.

8.2 Subject to clause 8.1, 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; or
- (g) any indirect or consequential loss.

8.3 Subject to clause 8.1, 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 8.3.

8.4 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 this Event.

## 9. **Travel and Freight Arrangements**

9.1 EIC may recommend travel or freight agents 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 as a result of following such recommendations.

9.2 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.

## 10. **Export Control**

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

10.2 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 10.

## 11. **Publicity**

11.1 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.

11.2 EIC may use photographs or quotes taken at Events in publicity and marketing materials, including on the EIC website at [www.the-eic.com](http://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.

## 12. **Termination**

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

12.2 If the Contract is terminated by EIC under clause 12.1, the Exhibitor shall not be entitled to a refund of any Charges paid.

12.3 The Exhibitor has the right to terminate the Contract at will with immediate effect by giving written notice to EIC provided that it has paid 100% of the Charges in cleared funds. If the Exhibitor terminates the Contract under this clause 12.3 and the date of cancellation is:

- (a) 6 months or more prior to the Event, EIC shall refund 75% of the Charges;
- (b) Between 6 months and 3 months prior to the Event, EIC shall refund 50% of the Charges; or
- (c) 3 months or less prior to the Event, EIC shall not refund any Charges.

12.4 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).

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

12.6 Termination or expiry of the Contract will not affect the rights and obligations of the parties held prior to the Contract being terminated, and clauses 4.7, 6.6, 7.1, 8, 11, 12 and 15 shall survive termination or expiry of the Contract.

### 13. **Force Majeure**

13.1 Neither party shall be liable for any failure to perform, or delay in performance of, any of its obligations under the Contract which is caused by acts, events, omissions or non-events outside its reasonable control (these are commonly known as "**Force Majeure Events**").

13.2 Force Majeure Events include, amongst others, interruption in power supply, severe weather conditions, fire, flood, storm, earthquake, volcanic eruption, epidemic, pandemic, war, acts of terrorism, riots, uprisings, strikes and restrictions in obtaining materials and labour.

### 14. **Insurance**

14.1 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 or host and applicable law in this regard.

### 15. **Data Protection**

15.1 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 Privacy Policy.

15.2 The information which the Exhibitor or Representatives supply to EIC may be used for publication (where the Exhibitor or Representative 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.

15.3 Information provided by the Exhibitor or Representatives may be transferred to DIT 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 European Economic Area and shall ensure that appropriate measures are in place to do so.

15.4 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 15 and EIC's Privacy Policy.

15.5 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.

15.6 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 the breach of this clause 15.

### 16. **General**

16.1 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 shall have any liability in respect of any other representation, warranty or promise made prior to the Contract.

- 16.2 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 Booking Form (the Exhibitor) and page one of these Conditions (EIC) or by email to [insert email address]. If a notice is given in accordance with this clause 14.2, 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.
- 16.3 The Contract shall not be assigned or transferred in whole or in part by the Exhibitor without the prior written consent of EIC.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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).
- 16.8 The Contract and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, or 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, or its subject matter or formation.