

EIC Conference Suite Services

Booking Terms and Conditions

1. Interpretation

1.1 In these Conditions the following words shall have the following meaning:

"Attendee": any person who attends an Event.

"Booking Company": the person, organisation or company which engages EIC to hold the Event.

"Booking Form": the Booking Form completed by the Booking Company relating to the Event.

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

"Charges": the charges payable by the Booking Company for the Services (including the Deposit), as set out in the Booking Form.

"Conditions": these terms and conditions.

"Contract": the contract between EIC and the Booking Company, comprising the Booking Form and these Conditions, formed in accordance with clause 3.

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

"EIC members": Primary, Global or Associate Members with active fully paid-up membership with the EIC.

"Event": the function, conference, meeting or other specified occasion at which the EIC is engaged to provide the Services at the Venue.

"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.

"Services": the provision of all or part of the Venue, catering services, function services and supply of consumables in relation to an Event, as set out in the Booking Form.

"Event Duration": the duration of the Event for which the Services shall be provided.

"Venue": the EIC Conference Suite located at 89 Albert Embankment, London, SE1 7TP.

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. EIC Members

2.1 Primary and Global EIC members can use the Battersea and Blyth Room at the Venue once per year as part of their EIC Membership for no additional charge. For the avoidance of doubt, any Services provided by EIC in addition to the provision of the Battersea or Blyth

Room shall be subject to such Charges as are set out in the Booking Form. Any additional bookings will be subject to the standard EIC member rate.

- 2.2 Associate members can use the Venue free of charge when it is available and not in conflict with the interests of EIC or other EIC members.
- 2.3 EIC may cancel any booking made under clauses 2.1 or 2.2 at any time. EIC shall use reasonable efforts to provide reasonable notice of any such cancellation. In no circumstances shall EIC be liable for any losses suffered by the Booking Company as a result of such cancellation, including, but not limited to, administrative, travel or accommodation expenses or costs of rearranging the Event.

3. **Booking**

- 3.1 The Booking Form is an offer by the Booking Company in accordance with these Conditions and does not constitute a contract between EIC and the Booking Company.
- 3.2 After the Booking Company submits the Booking Form, EIC shall acknowledge that it has received the Booking Form. However, this does not mean that the Booking Form has been accepted or that a contract has been formed.
- 3.3 EIC shall confirm acceptance of the Booking Form in writing when it receives:
 - (a) a copy of these Conditions signed by the Booking Company; and
 - (b) payment of the Deposit in cleared funds.

The Contract between EIC and the Booking Company is only formed when such confirmation is given by EIC in writing.

- 3.4 The Booking Company warrants that the person submitting the Booking Form and signing these Conditions is fully authorised to do so on behalf of the Booking Company.
- 3.5 Bookings must be made a minimum of two Business Days before the Event.
- 3.6 EIC reserves the right to re-allocate rooms due to circumstances beyond its reasonable control. If the final number of Attendees is significantly greater or less than advised at the time of booking, the EIC reserve the right to allocate a more appropriate room of EIC's choice and to amend the Charges accordingly.
- 3.7 EIC reserves the right to refuse a booking if it determines at any time, in its sole discretion, that the Event is or may be in conflict with the interests or damage the reputation of EIC or EIC members.

4. **Attendees**

- 4.1 The Booking Company shall confirm the number of Attendees to EIC two Business Days before the Event.
- 4.2 The maximum capacity for each room is stated on the Booking Form. Under no circumstances shall the number of Attendees exceed the maximum capacity of each room. If the maximum capacity of any room is exceeded, EIC reserves the right to refuse entry to or expel any Attendees from the Event.
- 4.3 The Booking Company shall provide a list of all Attendee names, dietary requirements and access requirements to EIC two Business Days prior to the Event.

5. **Event Duration**

- 5.1 The Event Duration should be confirmed with EIC two Business Days before an Event. If an Event continues beyond the end of the Event Duration, EIC may, in its discretion, permit the Booking Company and/or the Attendees to remain in the relevant room, subject to an additional fee for every additional 30 minutes or part thereof, which EIC shall notify to the Booking Company at the relevant time.
- 5.2 The Booking Company shall have no access to the Venue prior to 8:00am or after 5:00pm on the date of the Event unless it obtains prior written consent from EIC.

6. **Conduct**

- 6.1 The Booking Company shall not, and shall procure that the Attendees do not behave in a way which shall, or may constitute a breach of the law or cause a nuisance.
- 6.2 The Booking Company shall procure that each Attendee adheres to all rules, procedures and policies that are notified to the Booking Company or the Attendee and shall comply with all reasonable and lawful instructions given by any employee, officer or representative of EIC.
- 6.3 EIC may refuse entry to, or expel from the Venue, any Attendee whose conduct breaches, or (in EIC's sole discretion) is likely to breach clauses 6.1 or 6.2 or whose conduct prejudices the proper and safe running of the Event or the enjoyment of the Event by other Attendees or is contrary to the best interests of EIC or EIC's employees, visitors or EIC members.
- 6.4 It is the responsibility of the Booking Company to ensure that no Attendee shall use any part of the Venue except the areas that have been booked, without prior written consent from EIC.

7. **Clearing of the Venue and damage**

- 7.1 At the end of the Event Duration, the Booking Company shall remove all equipment, materials and any other items used for the purposes of the Event and shall ensure that (subject to reasonable wear and tear) the Venue is in the same condition as it was immediately prior to the Event. The Booking Company is responsible for ensuring that no loss or damage to the Venue or fixtures, fittings or other equipment at the Venue is caused by the Booking Company or its Attendees.
- 7.2 If, in the sole opinion of EIC, the Booking Company has failed to comply with clause 7.1, EIC may carry out any cleaning, repair or other reasonable action necessary to put the rooms back in the same condition as immediately prior to the Event, and the Booking Company shall pay EIC's reasonable costs in doing so.
- 7.3 Nothing may be glued, pinned or otherwise stuck to any of the fixtures or fittings within the Venue.
- 7.4 Subject to clause 11.1. the Booking Company shall be responsible for the entire risk of damage to or loss incurred at the Venue or any part thereof except to the extent that any of the same is caused by the negligence of EIC.

8. **Charges and Payment**

- 8.1 All Charges for Services shall be as set out in the Booking Form.
- 8.2 All Charges are subject to VAT at the applicable rate.
- 8.3 The Booking Company shall make all payments in pounds sterling.
- 8.4 EIC shall issue an invoice for all the Charges. The Booking Company shall pay all such Charges in full within 28 days of the date of the invoice. [All Charges must be paid in cleared funds prior to the Event.]

8.5 If the Booking Company fails to make any payment to EIC under this Contract by the date due for payment, then, without limiting EIC's remedies under clause 9, the Booking Company 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 Booking Company shall pay the interest together with the overdue amount.

8.6 If the Booking Company fails to make any payment to EIC under the Contract by the date due for payment, then EIC shall without liability to the Booking Company, be entitled to cancel the booking and any future bookings.

9. **Cancellation by the EIC**

9.1 EIC reserves the right to cancel a booking without liability if:

- (a) the Venue or part of the Venue has to be closed for reasons beyond EIC's control. In such circumstances, EIC shall notify the Booking Company as soon as reasonably possible and shall refund to the Booking Company the Deposit paid;
- (b) the Booking Company fails to pay any monies due to EIC (including membership fees) whether under this Contract or otherwise;
- (c) the Booking Company ceases to be an EIC Member;
- (d) the Booking Company 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 Booking Company fails to take steps to remedy the breach within 30 days of notice from EIC; or
- (e) the Booking Company becomes insolvent, bankrupt or has a receiver, manager administrative receiver or liquidator appointed (as applicable).

10. **Cancellation by the Booking Company**

10.1 The Booking Company may cancel the booking at any time with immediate effect by giving written notice to EIC provided that it has paid 100% of the Charges in cleared funds.

10.2 If the Booking Company cancels the booking pursuant to clause 10.1 and the date of cancellation is:

- (a) more than 30 days before the Event, EIC shall refund 50% of the Charges; and
- (b) 30 days or less before the Event, EIC shall not refund any of the Charges.

11. **Liability**

11.1 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.

11.2 Subject to clause 11.1, EIC shall not be liable for:

- (a) any loss to the Booking Company arising from the delay or failure by EIC to perform any of its obligations under the Contract if that delay or failure is due to any cause beyond EIC's reasonable control;

- (b) loss or damage to any object, equipment, furniture, stock or other property brought into the Venue by the Booking Company unless such loss or damage occurs as a direct result of EIC's negligence;
- (c) any damage to vehicles parked at the Venue;
- (d) direct loss of profits or revenue;
- (e) direct loss of anticipated profits or revenue;
- (f) direct loss of contracts;
- (g) direct loss of savings or anticipated savings;
- (h) any costs or expenses incurred by the Booking Company or Attendees in connection with the cancellation or rescheduling of an Event; or
- (i) any indirect or consequential loss.

11.3 Subject to clause 11.1, EIC's maximum liability in contract, tort (including negligence) or otherwise shall be limited to the greater of:

- (a) an amount equal to the Charges paid or payable under the Contract; and
- (b) £10,000.

Any sums refunded to the Booking Company shall not exceed EIC's maximum liability under this clause 11.3.

12. **Publicity**

12.1 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 Booking Company shall procure permission from each Attendee for the taking and use of such photographs. The Booking Company shall inform each Attendee that if the Attendee does not wish to be included in any photographs, the Attendee must notify EIC staff prior to the photographs being taken.

13. **Insurance**

13.1 The Booking Company shall ensure that it and its Attendees are fully insured against accident, injury, loss or damage of any nature including for employers' liability, product liability and public liability. The Booking Company shall comply with any reasonable requirements of EIC and applicable law in this regard.

14. **Data Protection**

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

14.2 The Booking Company shall procure permission from each Attendee for EIC to collect and process personal information relating to each Attendee in accordance with this clause 14 and EIC's Privacy Policy.

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

14.4 The Booking Company 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 14.

15. **General**

15.1 These Conditions apply to all bookings at the Venue, including bookings offered as part of the Booking Company's EIC membership and for no additional charge.

15.2 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.

15.3 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 Booking Company) and page one of these Conditions (EIC). If a notice is given in accordance with this clause 15.3, 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.

15.4 The Booking Company shall not assign, transfer or sub-contract its rights and/or obligations under the Contract without the prior written consent of EIC.

15.5 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.

15.6 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 shall not be effected.

15.7 No purported variation to the Contract shall be effective unless agreed in writing and signed on behalf of EIC and the Booking Company by their authorised representatives.

15.8 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 (including but not limited to the Attendees).

15.9 If the term "Booking Company" includes more than one person, those persons shall be jointly and severally liable under the Contract.

15.10 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.

Signed for and on behalf of **EIC**:

Date:

Signed for and on behalf of the **Booking Company**:

Date: