



Energy Industries Council (EIC) Terms and Conditions – Delegates at Regional Events

1. Interpretation

1.1 The following definitions apply in these Terms and Conditions:

Booking Form: the online booking form completed by the Client.

Charges: the fees payable by the Client as set out in the Booking Form.

Conditions: these terms and conditions.

Contract: the contract between the EIC and the Client, comprising the Booking Form and these Conditions, as set out in clause 2.

Client: the Member specified in the Booking Form.

Delegate: each individual delegate named on the Booking Form.

EIC: Energy Industries Council, with its registered office at Avenida Rio Branco, 89 – 26th floor – Rio de Janeiro, Brazil.

Event: the event specified in the Booking Form.

Member: an EIC member with membership fees paid up to date.

Privacy Policy: the policies (Privacy Policy and Data Protection Policy) governing the EIC's use of personal data, available at www.the-eic.com.

1.2 The following rules of interpretation apply in these Terms and Conditions:

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

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

2. Basis of Contract

2.1 The Booking Form is an offer by the Client subject to these Conditions and does not constitute a contract between the EIC and the Client.

2.2 Once the Client submits the Booking Form, the EIC will send an email acknowledging receipt. However, this does not mean the Booking Form has been accepted or that a contract has been formed.



2.3 The EIC will confirm acceptance of the Client's Booking Form once payment in full has been received in cleared funds, by sending a confirmation email. The Contract between the EIC and the Client will only be formed when the confirmation email is sent.

2.4 These Conditions apply to the Contract to the exclusion of any other terms the Client may seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

2.5 The Client warrants that the individual submitting the Booking Form is fully authorised to enter into the Contract on the Client's behalf.

3. Charges and Payment

3.1 Unless otherwise agreed with the EIC, the Client must pay the Charges to the EIC using a valid debit or credit card or by bank transfer (or another payment method agreed with the relevant local EIC office) at the time of booking. If the Client wishes to pay by any other means, they must contact the EIC directly at rio@the-eic.com.

3.2 If the Event is open to both Members and Non-Members and the Client ceases to be a Member at any time before the Event, the Client shall, upon request from the EIC, pay any additional fee applicable to Non-Members.

3.3 All Charges are subject to local taxes at the applicable rate.

3.4 All Charges must be paid in cleared funds before the Event.

3.5 If the Client fails to make any payment due to the EIC under the Contract by the due date, then, without limiting the EIC's remedies under clause 10, the Client shall pay interest on the overdue amount at a rate of 4% per annum. Such interest shall accrue daily from the due date until actual payment. The Client shall pay the interest together with the overdue amount.

3.6 The EIC may deduct from any amounts due or becoming due to the Client under this or any other contract, any sum owed or becoming owed to the EIC by the Client under this or any other contract.

4. Delegates

4.1 Subject to clause 4.9, only the named Delegate is entitled to attend the Event.

4.2 If the Delegate has any dietary or accessibility requirements, the Client must notify the EIC when submitting the Booking Form.

4.3 If the Event is Members-only and the Client books a place for a Delegate who is not employed by a Member, the EIC may, at its sole discretion:

- (a) offer the place to an alternative Delegate; or
- (b) terminate the Contract and refund any Charges paid.



4.4 The Client must notify the EIC of any changes to Delegates no later than two working days before the Event.

4.5 The Client is fully responsible for obtaining any permissions, visas, or other authorisations required for the Delegate to attend the Event, and ensuring these are valid and up to date. The EIC shall not be liable for any losses suffered due to failure to obtain such permissions, visas, or authorisations, or if they are revoked.

4.6 The Client must ensure that each Delegate adheres to all rules, procedures, and policies communicated to the Client or Delegate, and complies with all reasonable and lawful instructions given by any employee, officer, or representative of the EIC or the Event organiser or host (if not the EIC).

4.7 The Client must ensure that the Delegate does not use photographic equipment, mobile devices, or any other device to record or transmit any data, images, or presentations at the Event without the EIC's prior written consent.

4.8 The EIC may refuse entry or remove from the Event any Delegate whose conduct breaches, or (in the EIC's sole opinion) is likely to breach, clause 4.6, or whose behaviour disrupts the safe and proper running of the Event or negatively affects other attendees' experience. No refund will be issued in such cases.

4.9 If the Client or Delegates are permitted to invite third parties to the Event, the Client must provide details of such guests, including dietary or accessibility requirements, upon request from the EIC.

4.10 If Delegates are permitted to invite third parties, the Client is responsible for the conduct of all guests and for ensuring they comply with the relevant provisions of the Contract.

4.11 The Client shall be responsible for and indemnify the EIC and any third parties (including the Event organiser or host and other attendees) against any claims, losses, damages, costs (including reasonable legal costs), expenses, demands, or liabilities arising out of or in connection with any breach of this clause 4.

5. Event

5.1 The EIC reserves the right to make changes to the published Event programme (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 Delegates or participants.

5.2 Opinions expressed by any speaker, exhibitor, sponsor, or participant at the Event are their own. The EIC shall not be liable for any advice given or opinion expressed during the Event or in materials provided to Delegates or the Client.

5.3 The EIC may cancel the Event due to circumstances beyond its reasonable control (which, for the avoidance of doubt, includes insufficient bookings from exhibitors or attendees). If the Event is rescheduled, the Delegate (or a substitute) must attend the rescheduled Event. If the Event is



not rescheduled, the EIC shall refund any Charges paid. For clarity, refunds are limited to the Charges and do not cover travel, accommodation, or any other expenses incurred.

5.4 If the Event organiser or host cancels the Event, the EIC shall refund a reasonable proportion of the Charges except to the extent the EIC has already incurred or irrevocably committed expenses relating to the Client's participation.

6. Event Materials

6.1 All copyright, trademarks, techniques, models, processes, methodologies, know-how, and other intellectual property rights ("Know-How") contained in materials provided to the Client and/or Delegate by the EIC ("Materials") shall remain the exclusive property of the EIC (or its licensors). The EIC grants the Client a revocable, non-exclusive, non-transferable licence to use the Materials and Know-How for internal business purposes. The Client must not distribute, resell, or disclose the Materials or Know-How to any individual or company outside its organisation (including group companies).

6.2 The EIC does not warrant that the Materials or Know-How do not infringe third-party intellectual property rights.

7. Liability

7.1 Nothing in the Contract limits or excludes the EIC's liability for:

- (a) death or personal injury caused by the EIC's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability that cannot be excluded or limited by law.

7.2 Subject to clause 7.1, the EIC shall not be liable for:

- (a) property damage arising during or apparent as a result of attending 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 related to cancellation or rescheduling of an Event;
- (g) any indirect or consequential loss.

7.3 Subject to clause 7.1, the EIC's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), or otherwise, shall be limited to the greater of the Charges paid or payable under the Contract, or R\$ 77,500.00 (seventy-seven thousand five hundred reais), equivalent on this date to £10,000 (ten thousand pounds sterling). Any reimbursed amounts shall not exceed this liability cap.

7.4 The EIC shall have no liability for any claim not notified in writing within one year of the Event.



8. Travel Arrangements

8.1 The EIC may suggest travel agents or accommodation. Clients follow these Recommendations at their own risk, and the EIC accepts no responsibility for any loss suffered as a result.

8.2 The EIC recommends that Clients book flexible travel and accommodation. If an Event is rescheduled, the EIC shall not be responsible for the cost of cancelled arrangements.

9. Publicity

9.1 The EIC may use photographs or quotations taken at Events in marketing materials, including on its website at www.the-eic.com. The Client must inform each Delegate that if they do not wish to appear in photographs, they must notify EIC staff before photographs are taken.

10. Termination

10.1 The EIC may terminate the Contract with immediate effect by written notice if:

- (a) the Client fails to pay any amount due (including membership fees) under the Contract or otherwise; or
- (b) the Event is Members-only and the Client ceases to be a Member.

10.2 If the EIC terminates under clause 10.1, the Client is not entitled to any refund of Charges paid.

10.3 The Client may terminate the Contract by written notice at any time. If the Client terminates within 7 days of the Contract being formed, provided the request is received more than 48 hours before the Event start time, they may be entitled to a refund.

10.4 Either party may terminate the Contract immediately by written notice if the other party:
(a) is in material breach of the Contract, and if capable of remedy, fails to remedy the breach within 30 days of notice; or
(b) becomes insolvent, bankrupt, or has an administrator, manager, receiver, or liquidator appointed.

10.5 The Contract will automatically terminate after the Event (or the last Event in a series).

10.6 Termination or expiry does not affect rights accrued prior to termination. Clauses 4.11, 6.1, 7, 9, 10, and 13 survive termination.

10.7 Data and information provided by the Client/Participant will be stored indefinitely by EIC Rio and shared exclusively for the provision of contracted services and related services.

10.8 The Client may review and rectify their data at any time at the EIC Rio office.

10.9 The EIC shall maintain a list of all individuals and entities receiving data, including which data were shared and for what purpose.



10.10 The Participant expressly authorises the use of their image and voice, published on all social media, television, radio, and the internet, specifically for promoting the Event and EIC Rio's activities, to share information with internal and external audiences.

11. Force Majeure

11.1 Neither party shall be liable for any failure or delay in performing obligations under the Contract caused by acts, events, omissions, or non-events beyond reasonable control ("Force Majeure Events").

11.2 Force Majeure Events include, without limitation: power outages, severe weather, fire, flood, storm, earthquake, volcanic eruption, epidemic, pandemic, war, terrorism, riots, uprisings, strikes, and shortages of materials or labour.

12. Insurance

12.1 The Client must ensure that they and the Delegates are fully insured against accidents, injuries, losses, or damages of any kind, including employer's liability and public liability. The Client must comply with any reasonable requirements of the EIC, Event organiser, or applicable law.

13. Data Protection

13.1 The EIC may request personal information (including contact details and dietary/health information) during booking to ensure Delegates' needs are met. Such information will be collected and used in accordance with the EIC Privacy Policy.

13.2 Information supplied by the Client or Delegate may be used for publication (when provided for inclusion in directories, catalogues, delegate lists, or on the EIC website) and to provide information on similar events.

13.3 Information may be transferred to other EIC group companies outside the European Economic Area, subject to appropriate transfer safeguards.

13.4 The Client must obtain permission from each Delegate for the EIC to collect and process personal data in accordance with this clause 13 and the Privacy Policy.

13.5 The Client acknowledges that internet transmission is not completely secure, and any transmission of information by the Client is at their own risk.

13.6 The Client shall indemnify the EIC against all costs, expenses, damages, losses, liabilities, fines, claims, actions, or proceedings incurred due to breach of this clause 13.

14. General Provisions

14.1 The Contract contains the entire agreement between the parties relating to the Event and supersedes any prior agreements, arrangements, representations, or understandings (whether



**THE VOICE
OF THE ENERGY
SUPPLY CHAIN**



written or oral). Each party enters into the Contract relying solely on the terms within the Contract.

14.2 Any notice under the Contract must be in writing, signed by or on behalf of the issuing party, and sent by first-class prepaid post to the address stated in the Booking Form (Client) or page one of these Conditions (EIC), or by email to the relevant EIC office. Notices shall be deemed received:

- (a) if posted, 48 hours after posting;
- (b) if emailed, at the time of sending, or if sent after 5pm or on a non-working day, at 9am on the next working day.

14.3 The Contract may not be assigned or transferred, in whole or in part, by the Client without the EIC's prior written consent.

14.4 Failure by the EIC to enforce any right under the Contract does not prevent enforcement of that right or any other right on another occasion.

14.5 If a court decides that any provision of the Contract is invalid, illegal, or unenforceable, the remaining provisions remain in full force.

14.6 Any variation to the Contract shall only be valid if made in writing and signed by authorised representatives of both parties (including Delegates where applicable).

14.7 No provision of the Contract is enforceable by any person who is not a party to it.

14.8 The Contract and any dispute (contractual or non-contractual) arising out of or relating to it shall be governed by Brazilian law. The parties irrevocably submit to the exclusive jurisdiction of the courts in Rio de Janeiro.