

## Energy Industries Council Terms and Conditions of Membership

### 1. Interpretation

#### 1.1 In these Conditions, the following definitions apply:

**Active Membership:** the membership of a Member whose fees for the Annual Subscription in the relevant year have been received by the EIC in cleared funds.

**Annual Subscription:** the subscription fees payable annually by each Member for either the First Annual Membership Date or the Second Annual Membership Date to the EIC including the First Subscription.

**Applicant:** the company on whose behalf the Application Form is submitted.

**Application Form:** the application form completed by Applicants and either scanned and returned to the EIC by email or post.

**Applicable Legislation:** all laws, statutes, acts, regulations, codes, judgments, orders, directives or determinations applicable to each Member including without limitation the Companies Act 2006.

**Business Day:** a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

**Conditions:** these terms and conditions as amended from time to time.

**Contract:** the contract between the EIC and any Member, comprising the Application Form and these Conditions, which is formed in accordance with clause 3.

**DataStream:** the EIC's online projects tracking database and any replacement system or software.

**EIC:** Energy Industries Council, registered in England and Wales with company number 00493459, whose registered office is at 89 Albert Embankment, London SE1 7TP.

**EIC Member Benefits:** the benefits and services available to all Members as detailed on the EIC website and updated from time to time.

**First Annual Membership Date:** the period of time, consisting of 12 (twelve) consecutive months running from 1 April to 31 March.

**First Subscription:** the first Annual Subscription paid by a Member, calculated on a pro rata basis in accordance with clause 4.5.

**Group:** in relation to a Member, that Member, and any holding company or parent company of that Member, and any subsidiary of that holding company or parent company. Each such company shall be a member of the Group.

**Membership Year:** shall be the twelve calendar months commencing on either the First Annual Membership Date or the Second Annual Membership Date (as relevant) in any year.

**Member:** an Applicant whose application to join the EIC has been accepted and whose fees for the First Subscription and then the applicable Annual Subscription to the EIC have been received by the EIC in cleared funds.

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

**Second Annual Membership Date:** the period of time, consisting of 12 (twelve) consecutive months running from 1 October to 30 September.

**VAT:** value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

#### 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. Eligibility and Membership

2.1 To be eligible to apply for membership of the EIC, an organisation must:

- (a) be involved directly in the supply of goods and/or services to the energy industry for project related purposes;
- (b) be approved by the EIC (acting in its sole discretion); and
- (c) agree to these Conditions.

2.2 The EIC shall only assess the person named as the Applicant in the Application Form for membership of the EIC. The EIC does not offer group membership to companies within the same Group. If multiple companies within the same Group wish to receive EIC Member Benefits, each company registered as a legal entity in its own right must submit an Application Form and pay a separate Annual Subscription.

2.3 If a Member acquires another Member and they remain separate legal entities, then each Member must maintain separate membership and pay a separate Annual Subscription. If a Member merges with another Member or acquires another Member and the acquired Member ceases to trade or is wound up, the acquired Member shall not be entitled to a refund in respect of any Annual Subscriptions already paid.

2.4 Subject to sub-clause 2.2, a corporate discount on membership subscriptions may be available for companies within the same Group, but each company must maintain its own individual membership.

2.5 Without prejudice to the generality of paragraph 2.1(b) above, the EIC may, at its sole discretion, refuse membership to an Applicant if the EIC is not satisfied with the Applicant's corporate status or financial standing.

2.6 Members shall at all times throughout their membership:

- (a) comply with all Applicable Legislation;
- (b) not distribute, share, resell or otherwise disclose information obtained from EIC market intelligence outside its business organisation (including to group companies). The EIC grants permission for Members to use information obtained via EIC market intelligence for its own business purposes. In such cases the Member must name the EIC as the source. If the Member wishes to use EIC data for anything other than that stipulated in this clause, they must procure the EIC's explicit written consent;
- (c) comply with the EIC's Articles of Association, which may be viewed on the EIC's website;
- (d) maintain high standards of ethical conduct in their business; and
- (e) not act any way that harms the reputation or business activities of the EIC.

2.7 The EIC may create new categories of membership, or vary existing categories of membership, at any time. Members affected by any such change shall be informed at least 3 (three) months before such change is due to come into effect.

2.8 A Member may, where such facility is available, downgrade its level of membership to a lower level by providing at least 3 (three) months' notice in writing to the EIC. If the EIC receives the notice at least 3 (three) months before the start of a new Membership Year (meaning by 31 December where the Membership Year commences on the First Annual Membership Date or by 30 June where the relevant Membership Year commences on the Second Annual Membership Date ), the change in membership level shall have effect at the start of the new

Membership Year. If the EIC receives notice less than 3 (three) months before the start of a new Membership Year, the change in membership level shall not take effect until the subsequent Membership Year and the upcoming Membership Year shall be payable in full.

### **3. Basis of Contract**

- 3.1 The Applicant shall complete and submit to the EIC the Application Form either as a scanned PDF attached to an email or by post.
- 3.2 If the Applicant has met the eligibility criteria set out in clause 2.1, the EIC shall send the Applicant a 'Welcome to Membership' email acknowledging its EIC membership and issue an invoice for the First Subscription. The Contract between the EIC and the Applicant shall only be formed when the confirmation email is sent.
- 3.3 Membership is continuous and this Contract shall continue in force until terminated in accordance with clause 7.
- 3.4 These Conditions apply to the Contract to the exclusion of any other terms that any Applicant or Member seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.5 The Applicant warrants that the person submitting the Application Form is fully authorised to enter into the Contract on behalf of the Applicant.

### **4. Subscription and Payment**

- 4.1 Each Member shall pay an Annual Subscription in respect of each Membership Year at the rate applicable to its level of membership. A Member shall not be liable for any other payments in any Membership Year without its prior written consent.
- 4.2 The Annual Subscription rates for each Membership Year shall be determined by the EIC prior to the commencement of each Membership Year. The EIC shall revise the Annual Subscription rates annually and notify Members of any revisions in writing at least 4 (four) months before the commencement of a new Membership Year.
- 4.3 If a Member downgrades its level of membership in accordance with sub-clause 2.8 and the notice is not received by the EIC at least 3 (three) months before the start of a new Membership Year, the EIC shall calculate the Annual Subscription due on the 1 April and/or on the 1 October (as the case may be) for the subsequent year at the rate applicable to the downgraded level of membership. If the EIC does not receive the notice at least 3 (three) months before the start of any Membership Year, the Annual Subscription due on the 1 April and/or on the 1 October (as the case may be) for the subsequent year shall be payable in full at the rate applicable to the higher level of membership.
- 4.4 The EIC shall issue invoices for the Annual Subscription to all Members on the first Business Day of each Membership Year. All invoices must be paid within 30 (thirty) days of the date of the invoice.
- 4.5 The First Subscription of a Member admitted between the First Annual Membership Date and the Second Annual Membership Date in any year shall be proportional to the period remaining until the next First Annual Membership Date or Second Annual Membership Date (as the case may be), calculated on a monthly basis and such subscription shall first be paid in order for membership to commence.
- 4.6 All Annual Subscriptions are subject to VAT at the applicable rate and any other tax of a similar nature.
- 4.7 If a Member fails to make any payment due to the EIC under the Contract by the due date for payment, then, without limiting EIC's remedies under clause 7, the Member shall pay interest on the overdue amount at the rate of 2% 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 Member shall pay the interest together with the overdue amount.

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

4.9 The EIC shall not be obliged to refund any Annual Subscriptions in any circumstances.

## 5. **Member Benefits and Services**

5.1 A Member may access all EIC Member Benefits applicable to its membership level subject to the relevant specific terms and conditions.

5.2 The EIC reserves the right to monitor the manner in which a Member accesses (including by tracking the domain names for any Member) DataStream to ensure that the login provided by the EIC is only used by the employees of a Member.

5.3 Any Member that books an exhibitor space on a Member preferential basis at an EIC UK Pavilion must have Active Membership at the time of booking and shall maintain Active Membership throughout the event.

## 6. **Liability**

6.1 Nothing in the Contract shall be deemed to exclude or limit the liability of either party for:

- (a) death or personal injury arising from negligence;
- (b) any damage or liability incurred as a result of fraud or fraudulent misrepresentation;
- (c) any breach of its obligations implied by Section 12, Sale of Goods Act 1979 or Section 2, Supply of Goods and Services Act 1982; and
- (d) anything else for which the parties cannot at law limit or exclude their liability.

6.2 Subject to clause 6.1, the EIC's entire liability to a Member whatsoever or howsoever arising out of or in connection with the Contract shall be limited to an amount equal to the subscription fees paid by the Member in each Membership Year.

## 7. **Termination of Membership**

7.1 A Member may at any time terminate this Contract (and its membership) by giving notice in writing to the EIC no less than 3 (three) months before the end of their relevant Membership Year.

7.2 If a Member provides notice to the EIC of its intention to terminate less than 3 (three) months before the end of any Membership Year (meaning the notice is received by the EIC after the 31 December where the Membership Year commences on the First Annual Membership Date or after the 30 June where the relevant Membership Year commences on the Second Annual Membership Date) the Annual Subscription for the subsequent year will be payable in full and the termination will not take effect until the following Membership Year.

7.3 The EIC has the right to terminate the Contract (and the membership of any Member) with immediate effect by giving written notice to a Member if:

- (a) the Member fails to pay any monies due to the EIC (including the Annual Subscription), whether under the Contract or otherwise, provided that the EIC has given the Member written notice of such non-payment and such notice states the EIC's intention to terminate the Contract if payment is not made by the Member within 3 (three) months of the date of its receipt of the notice; or
- (b) the Member suspends, or threatens to suspend payment of its debts or is deemed unable to pay its debts within the meaning of section 123(1) Insolvency Act 1986 or, in the case of a partnership, has any partner to whom any of the foregoing apply; or

- (c) the Member suspends or ceases, or threatens to suspend or cease to carry on all or a substantial part of its business; or
- (d) a petition is presented on bona fide grounds, or a resolution is passed, or an order is made, for the winding up, provisional winding up, or bankruptcy of the Member, other than for the sole purpose of a solvent amalgamation or solvent reconstruction of that Member; or
- (e) a receiver, administrative receiver, administrator or any similar officer is appointed in respect of the Member or any step is taken towards the appointment of any such officer; or
- (f) the Member commences negotiations in relation to, or enters into, any arrangement, compromise or composition with its creditors or any class of them (with or without first having sought or obtained a moratorium); or
- (g) any event occurs, or proceeding is taken, with respect to the Member that has an effect equivalent or similar to any of the events mentioned in clause 7.3(b)–(f) inclusive; or
- (h) the EIC suspects that the Member has committed fraud, been involved in money laundering or other criminal activities; or
- (i) the Member 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 Member at fault fails to remedy the breach within 30 (thirty) days of notice from the EIC.

7.4 If the EIC considers that any Member has ceased to meet the eligibility criteria set out in clause 2 or that the business interests of any Member or companies within any Member's Group have come into conflict with those of the EIC, the EIC has the right to terminate the Contract provided that:

- (a) the EIC has given the Member written notice and such notice states:
  - (i) the EIC's intention to terminate the Contract; and
  - (ii) the Member's right to attend a meeting with the EIC to discuss the proposed termination; and
- (b) either:
  - (i) the Member has failed to respond to the notice sent by the EIC in accordance with sub-clause 7.4(a) within 30 (thirty) days of receiving the notice; or
  - (ii) the Member has attended a meeting with the EIC and the EIC, at its sole discretion, has decided that the Member's Contract will be terminated.

7.5 The decision of the EIC in relation to sub-clauses 7.4(b)(ii) shall be final and conclusive and the EIC shall not be required to provide any reason for its decision.

7.6 If the Contract is terminated by the EIC under sub-clause 7.1, 7.3 or 7.4 the Member shall not be entitled to a refund in respect of any Annual Subscriptions and the EIC shall have no liability to the Member whatsoever in connection with such termination.

7.7 Termination or expiry of this Contract shall not affect the rights and obligations of the parties held prior to the Contract being terminated, and clauses 3, 4, 6, 9 and 10 shall survive termination or expiry of the Contract.

## 8. **Force Majeure**

- 8.1 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**").
- 8.2 Force Majeure Events include, without limitation, 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.
- 8.3 If a Member is affected by a Force Majeure Event for more than 3 (three) months, the other party may terminate this Agreement with immediate effect by serving a written notice on the affected party. The service of such notice shall be without prejudice to any rights or obligations which have accrued prior to termination.

## 9. **Data Protection and Security**

- 9.1 All information relating to Members ("**Member Data**") shall be collected, held and used by the EIC in accordance with the EIC's Privacy Policy.
- 9.2 Each Member's company name and logo may be used for publication on EIC's website, in catalogues, directories, digital platforms, display material and any other media or material that the EIC, at its sole discretion, deems appropriate.
- 9.3 Subject to clause 9.2, the EIC shall not share Member Data with any third party without the consent of the Member to which the data relates.
- 9.4 Each Member or Applicant acknowledges that the transmission of information over the internet is not completely secure, and any transmission of information by any Member or Applicant over the internet is at its own risk.

## 10. **General**

- 10.1 The Contract sets out the entire agreement and understanding between the parties and supersedes any prior agreements, arrangements, representations or understandings (whether oral or written) between the parties. 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.
- 10.2 The Conditions may be revised or amended from time to time by the EIC including in accordance with clause 2.6. Any variation to the Conditions will be notified to all Members in writing.
- 10.3 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 Application Form (the Member) and page one of these Conditions (the EIC) or by email to membership@the-eic.com. If a notice is given in accordance with this clause 10.3, 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.
- 10.4 Membership is not transferrable, and the Contract shall not be assigned or transferred in whole or in part by any Member without the prior written consent of the EIC.
- 10.5 If the EIC fails to enforce a right under the Contract, that failure shall not prevent the EIC from enforcing other rights, or the same type of right on a later occasion.

- 10.6 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 will not be affected.
- 10.7 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.
- 10.8 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.