

## **Energy Industries Council Terms and Conditions – Delegates at the National Dinner**

### **1. Interpretation**

1.1 In these Conditions, the following definitions apply:

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

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

**Conditions:** these terms and conditions.

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

**Customer:** the Member specified in the Booking Form.

**Delegate:** each individual delegate named 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 policy covering EIC's use of personal data which can be viewed at [www.the-eic.com](http://www.the-eic.com).

**UKTI:** 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 Customer in accordance with these Conditions and does not constitute a contract between EIC and the Customer.

2.2 After the Customer submits the Booking Form, EIC shall send the Customer 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 Customer's Booking Form when it receives full payment in cleared funds by sending a confirmation email. The Contract between EIC and the Customer 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 Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

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

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

3.1 Unless otherwise agreed by EIC, the Customer shall pay the Charges to EIC using a valid debit card or credit card or by BACS (or other payment option as agreed with the local EIC

office) payment at the time of the booking. EIC does not issue invoices for payment. If the Customer wishes to pay by cheque, they should contact the relevant EIC office.

- 3.2 If the Event can be attended by both Members and Non-Members and the Customer ceases to be a Member at any time prior to the Event, the Customer shall, on request by EIC, pay any additional Charges applicable to non-Members.
- 3.3 All Charges are subject to VAT (or local taxes) at the applicable rate.
- 3.4 All Charges must be paid in cleared funds prior to the Event.
- 3.5 If the Customer 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 10, the Customer 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 Customer shall pay the interest together with the overdue amount.
- 3.6 EIC may deduct from any sums due or which may become due to the Customer under this or any other contract with EIC, any sum which is due or which may become due to EIC from the Customer 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 access requirements, the Customer shall notify EIC when submitting the Booking Form.
- 4.3 If the Event is a Member-only event, and the Customer books a place for a Delegate who is not employed by a Member, EIC shall, in its sole discretion:
  - (a) offer the place to an alternative Delegate; or
  - (b) terminate the Contract and provide a refund of any Charges paid.
- 4.4 The Customer shall notify EIC of any changes to Delegates no later than two business days prior to the Event.
- 4.5 The Customer shall be fully responsible for obtaining any permits, visas or other authorisations required for the Delegate to attend the Event and for ensuring these are valid and up to date. EIC shall not be responsible for any losses suffered by the Customer as a result of the failure to obtain any such permits, visas or other authorisations or their withdrawal.
- 4.6 The Customer shall procure that each Delegate adheres to all rules, procedures and policies that are notified to the Customer or the Delegate and complies with all reasonable and lawful instructions given by any employee, officer or representative of EIC or the Event organiser or host (if not EIC).
- 4.7 The Customer shall procure that the Delegate does not use any photographic equipment, mobile or other device to record or transmit any data, images or presentations given at the Event without the prior written permission of EIC.
- 4.8 EIC may refuse entry to, or expel from the Event, any Delegate whose conduct breaches, or (in EIC's sole discretion) is likely to breach, clause 4.6 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 Customer.

- 4.9 If the Customer or Delegates are permitted to invite guests to the Event, the Customer shall provide guest details, including dietary or access requirements, on request by EIC.
- 4.10 If Delegates are permitted to invite guests to the Event, the Customer shall be responsible for the conduct of all guests and for ensuring they comply with the relevant provisions of the Contract.
- 4.11 The Customer 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.

## 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 delegates 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 Delegate or the Customer.
- 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 Delegate (or a substitute) shall attend the rescheduled Event. If the Event is not rescheduled, EIC shall refund to the Customer 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 incurred by the Customer in connection with the Event.
- 5.4 If the Event organiser or host cancels the Event, EIC shall refund a reasonable proportion of the Charges to the Customer, 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 Customer's attendance at the Event.

## 6. **Event Materials**

- 6.1 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 Customer and/or the Delegate by EIC (the "**Materials**") shall at all times be and remain the exclusive property of EIC (or its licensors). EIC hereby grants to the Customer, 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 Customer 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).
- 6.2 EIC does not warrant that the Materials and Know-How do not infringe the intellectual property rights of any third party.

## 7. **Liability**

- 7.1 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.

- 7.2 Subject to clause 7.1, 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 Customer or the Delegate in respect of cancellation or rescheduling of an Event; or
  - (g) any indirect or consequential loss.
- 7.3 Subject to clause 7.1, EIC's maximum aggregate liability in contract, tort (including negligence) or otherwise, howsoever arising, out of or in connection with the Contract, shall be limited to the higher of a sum equal to the Charges paid or payable under the Contract and £10,000. Any sums refunded to the Customer shall not exceed EIC's maximum liability pursuant to this clause 7.3.
- 7.4 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.
- 8. Travel Arrangements**
- 8.1 EIC may recommend travel agents or accommodation. Customers follow these recommendations at their own risk, and EIC shall not accept any liability whatsoever for any loss suffered by Customers or Delegates as a result of following such recommendations.
- 8.2 EIC recommends that Customers make flexible travel and accommodation arrangements. If an Event is rescheduled, EIC shall not be responsible for the cost of cancelled arrangements.
- 9. Publicity**
- 9.1 EIC may use photographs or quotes taken at Events in publicity and marketing materials, including on the EIC website at [www.the-eic.com](http://www.the-eic.com). The Customer shall inform each Delegate that if the Delegate does not wish to be included in any photographs, the Delegate must notify EIC staff prior to the photographs being taken.
- 10. Termination**
- 10.1 EIC has the right to terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any monies due to EIC (including membership fees), whether under the Contract or otherwise; or
  - (b) the Event is a Member-only event, and the Customer ceases to be a Member.
- 10.2 If the Contract is terminated by EIC under clause 10.1, the Customer shall not be entitled to a refund of any Charges paid.
- 10.3 The Customer may terminate the Contract by written notice to EIC at any time. If the Customer terminates the Contract under this clause 10.3 and the date of cancellation is:

- (a) Before the 1<sup>st</sup> September 2018, EIC shall refund the Charges to the Customer, subject to an administration charge; or
- (b) After the 1<sup>st</sup> September 2018, EIC shall not refund any Charges.

For the avoidance of doubt, in no circumstances shall EIC be responsible for any travel, accommodation or other costs incurred by the Customer or the Delegate.

- 10.4 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; or
  - (b) becomes insolvent, bankrupt or has a receiver, manager, administrative receiver or liquidator appointed (as applicable).
- 10.5 The Contract shall 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).
- 10.6 Termination or expiry of the Contract shall not affect the rights and obligations of the parties held prior to the Contract being terminated, and clauses 4.11, 6.1, 7, 9, 10 and 13 shall survive termination or expiry of the Contract.

## 11. **Force Majeure**

- 11.1 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**").
- 11.2 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.

## 12. **Insurance**

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

## 13. **Data Protection**

- 13.1 EIC may require personal information (including contact details and dietary and health information) about Delegates during the booking process to ensure that the requirements of the Delegates are met at the Event. This information shall be collected and used in accordance with EIC's Privacy Policy.
- 13.2 The information which the Customer or Delegate supplies to EIC may be used for publication (where the Delegate or Customer provides details for inclusion in EIC's directories, catalogues or delegate lists and on EIC's website) and to provide the Customer and Delegate with information about similar events.
- 13.3 Information provided by the Customer or Delegates may be transferred to UKTI who may use this information to contact the Customer or the Delegate 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 put in place to do so.

- 13.4 The Customer shall procure permission from each Delegate for EIC to collect and process personal information relating to each Delegate in accordance with this clause 13 and EIC's Privacy Policy.
- 13.5 The Customer acknowledges that the transmission of information over the internet is not completely secure, and any transmission of information by the Customer over the internet is at its own risk.
- 13.6 The Customer shall indemnify, and keep indemnified, EIC against all costs, expenses, damages, loss, liabilities, fines, demands, claims, actions or proceedings which EIC may suffer or incur arising out of the breach of this clause 13.

14. **General**

- 14.1 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.
- 14.2 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 Customer) and page one of these Conditions (EIC) or by email to relevant EIC office. 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.
- 14.3 The Contract shall not be assigned or transferred in whole or in part by the Customer without the prior written consent of EIC.
- 14.4 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.
- 14.5 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.
- 14.6 No purported variation of the Contract shall be effective unless it has been recorded in writing and signed by each of the parties (including, but not limited to, the Delegates) by their authorised representatives.
- 14.7 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.
- 14.8 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.