

Energy Industries Council Terms and Conditions – Overseas Delegations

1. Interpretation

1.1 In these Conditions, the following definitions apply:

Booking Form: the 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 company 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.

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. The Contract between EIC and the Customer shall only be formed when this acknowledgement email is sent.

2.3 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.

2.4 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 Either

- (a) the Customer shall pay the Charges to EIC using a valid debit card or credit card at the time of the booking; or

- (b) if the Customer wishes to pay by any other means, it should contact EIC directly at events@the-eic.com. EIC shall then issue an invoice for the Charges and the Customer shall pay the Charges in full within 28 days of the date of the invoice.
- 3.2 All Charges must be paid in cleared funds prior to the Event.
- 3.3 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.
- 3.4 All Charges are subject to VAT at the applicable rate.
- 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 The Customer must be established and registered in the UK.
- 4.2 Only the named Delegate is entitled to attend the Event.
- 4.3 EIC has the right to refuse a place on the Event to any Delegate in its sole discretion.
- 4.4 EIC may request proof of eligibility of the Delegate or the Customer, and of the credentials of the Delegate as a condition of attendance at the Event.
- 4.5 The Delegate shall return all information required by EIC in a timely manner and within any deadlines given by EIC, including any photographs and marketing/brochure materials, which EIC may require to be provided in local language versions.
- 4.6 If the Delegate has any dietary or access requirements, the Customer shall notify EIC when submitting the Booking Form.
- 4.7 The Delegate may only represent the Customer named on the Booking Form. If a Delegate represents or promotes, or purports to represent or promote, any other company or business without the prior written consent of EIC, EIC reserves the right to remove that Delegate from the Event. If this occurs, EIC shall not refund any Charges to the Customer.
- 4.8 The Customer must be established and registered in the UK. Local agents may attend any trade delegation, but only as a representative of the Customer.
- 4.9 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.
- 4.10 The Customer shall be fully responsible for ensuring that the Delegate is fit for travel, including but not limited to obtaining any necessary immunisations, vaccinations or medication required or recommended for travel to the area or areas in which the Event is held.

- 4.11 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. Delegates are responsible for conducting themselves in a safe and professional manner while attending the Event.
- 4.12 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.
- 4.13 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 4.11 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.
- 4.14 The Customer shall indemnify and keep indemnified EIC (and any third parties including any 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 shall confirm that the Event will occur only once it receives a minimum number of bookings.
- 5.2 EIC reserves the right to make changes to the published programme of the Event (including, but not limited to, changes to the timings, speakers or venues) at any time and does not guarantee the quality or content of the Event or the number of other delegates or attendees.
- 5.3 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.
- 5.4 Delegates shall attend all official engagements, group meetings and any other functions or events arranged by EIC. The Delegate shall inform EIC immediately if he or she is not able to attend.
- 5.5 EIC has the right to cancel the Event due to circumstances beyond its reasonable control. In such circumstances, EIC has no obligation to refund the Charges and the Customer shall be responsible for any loss it may incur.
- 5.6 If EIC cancels the Event for any other reason, EIC shall refund a reasonable proportion of the Charges (excluding the Management Fee) 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 EIC shall only provide delegate packs, itineraries and other materials when it has received full payment of all Charges in cleared funds by the Customer.
- 6.2 All copyright, trade marks, techniques, models, processes, methodologies, know-how and other intellectual property rights (the "**Know How**") contained in the delegate packs, itineraries and other 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).

6.3 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 connection with the 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 If a Delegate chooses not to stay in any accommodation recommended by EIC, it is that Delegate's sole responsibility to stay in contact with EIC and to arrive punctually at all meetings, engagements, functions or events.

8.3 EIC recommends that Customers do not make any travel or accommodation arrangements until EIC has confirmed that the Event will be taking place in accordance with clause 5.1.

8.4 EIC recommends that Customers make flexible travel and accommodation arrangements. If an Event is cancelled or rescheduled, EIC shall not be responsible for the cost of cancelled arrangements.

9. **Publicity**

- 9.1 EIC may use information provided by the Customer or Delegate in publicity and sales materials prior to the Event. EIC is not responsible for any translation of the information provided by the Customer or Delegate and the Customer is advised to check the accuracy of any translation.
- 9.2 The Customer shall be responsible for checking the accuracy of information of all forms, brochures and other publicity materials. If EIC sends a proof of any document to the Customer for approval and the Customer does not respond within the time limit specified by EIC, the Customer shall be deemed to approve the document.
- 9.3 Delegates shall complete a post-Event feedback form.
- 9.4 EIC may use photographs or quotes taken at Events in publicity and marketing materials, including on the EIC website at www.the-eic.com and on the post-Event feedback form. The Customer shall procure permission from each Delegate for the taking and use of such photographs. 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 provided that it has paid the Charges. If the Customer terminates the Contract under this clause 10.3 and the date of cancellation is:
- (a) before EIC has confirmed that the Event will go ahead, EIC shall refund to the Customer all Charges paid (except the Management Fee, which shall not be refunded); or
 - (b) after EIC has confirmed that the Event will go ahead, 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 in connection with the Event.

- 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 this Contract shall not affect the rights and obligations of the parties held prior to the Contract being terminated, and clauses 4.14, 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 to 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 its Delegate 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.

12.2 Without limiting the generality of clause 12.1, the Customer shall ensure that its Delegate is covered on the Customer's travel insurance for travel to the location or locations at which the Event is to take place. EIC shall in no circumstances provide or be responsible for travel insurance cover for Delegates.

13. **Data Protection**

13.1 EIC may require personal information (including contact details and dietary and health information) about Delegates and their emergency contacts 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 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. The Customer shall ensure that, to the extent a Delegate has provided personal information about an emergency contact, the Delegate has obtained the permission of that person for EIC to collect and process personal information relating to that person 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 events@the-eic.com. 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 Delegate 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.