

## **EIC Super Sponsor Terms & Conditions**

### **1. Interpretation**

1.1 In these Conditions, the following definitions apply:

**Sponsorship Booking Form:** the Sponsorship Booking Form completed by EIC and the Sponsor.

**Conditions:** these terms and conditions.

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

**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 Sponsorship 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).

**Representative:** an individual employed by the Sponsor who may attend the Event on behalf of the Sponsor.

**Sponsor:** the company specified in the Sponsorship Booking Form.

**Sponsorship Amount:** the amount payable by the Sponsor to EIC, as set out in the Sponsorship Booking Form.

**Sponsorship Benefits:** the benefits available to the Sponsor set out in the Sponsorship Booking Form.

**DIT:** the UK Government's Department for International Trade 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 signed Sponsorship Booking Form is an offer by the Sponsor in accordance with these Conditions and does not constitute a contract between EIC and the Sponsor.

2.2 The Contract between EIC and the Sponsor shall only be formed when EIC confirms acceptance of the Sponsorship Booking Form in writing.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Sponsor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 The Sponsor warrants that the person submitting and signing the Sponsorship Booking Form is fully authorised to enter into the Contract on behalf of the Sponsor.

### **3. Sponsorship Amount and Payment**

- 3.1 The Sponsor shall pay the Sponsorship Amount within 30 days of receipt of an invoice from EIC. EIC shall issue an invoice for the Sponsorship Amount on the date of the Contract.
- 3.2 The Sponsorship Amount is exclusive of any VAT that may be or become payable at the applicable rate.
- 3.3 The Sponsor must pay the Sponsorship Amount in cleared funds prior to the Event.
- 3.4 No deductions may be made from, nor purported right of set-off exercised in relation to the Sponsorship Amount.

### **4. Sponsors' Obligations**

- 4.1 The Sponsor shall not exercise or use the Sponsorship Benefits in any way which, in the reasonable opinion of EIC, is prejudicial to the image or reputation of EIC or the Event.
- 4.2 The Sponsor shall:
  - (a) in consultation with EIC, publicise and promote the Event in such manner as the Sponsor thinks fit in the course of exercising the Sponsorship Benefits; and
  - (b) cooperate with EIC in any promotion possibilities for the marketing exposure of the Event.
- 4.3 The Sponsor shall ensure that all of its materials and products promoted, published, distributed or sold and which are associated with the Event are safe and fit for their intended use and shall comply with all relevant statutes, regulations, directives and codes in force. The Sponsor shall provide all such materials and products to EIC in advance for prior approval.
- 4.4 The Sponsor shall be fully responsible for the delivery of its materials and products to the Event.
- 4.5 The Sponsor shall be fully responsible for obtaining any permits, visas or other authorisations required for its Representatives to attend the Event and for ensuring that these are valid and up to date. EIC shall not be responsible for any losses suffered by the Sponsor as a result of the failure to obtain any such permits, visas or other authorisations or their withdrawal.
- 4.6 The Sponsor shall procure that each Representative adheres to all rules, procedures and policies that are notified to the Sponsor or the Representative and shall comply 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 Unless expressly agreed as part of the Sponsorship Benefits, the Sponsor shall procure that its Representatives do not use any photographic equipment, mobile or other device to record or transmit any data, images or presentations given at the Event without prior written permission from EIC.
- 4.8 EIC may refuse entry to, or expel from the Event, any Sponsor and/or Representative 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 Sponsorship Amount to the Sponsor.
- 4.9 The Sponsor 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 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 sponsors (unless the Sponsor is the sole sponsor of the Event) attendees.
- 5.2 The views and opinions expressed by any speaker, sponsor, exhibitor or attendee at the Event are their own. EIC shall not be responsible for any advice given or view expressed by any speaker, exhibitor or attendee at the Event.
- 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 Sponsor may attend the rescheduled Event. For the avoidance of doubt, the Sponsor shall not be entitled to a refund of Sponsorship Amount or any other expenses if it cannot attend the rescheduled Event. If the Event is not rescheduled, EIC shall refund to the Sponsor any Sponsorship Amount paid in respect of the cancelled Event. For the avoidance of doubt, any refund shall be limited to the Sponsorship Amount, and shall not include any travel, accommodation or other expenses (such as shipping or transport) incurred by the Sponsor in connection with the Event.
- 5.4 If EIC cancels the Event other than pursuant to clause 5.3, EIC shall refund a reasonable proportion of the Sponsorship Amount to the Sponsor, except that EIC shall not refund Sponsorship Amount to the extent that EIC has already committed expenditure or irrevocably agreed to commit expenditure in respect of the Sponsor'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 "**EIC Know How**") contained in the materials supplied to the Sponsor and/or the Representatives by EIC (the "**EIC Materials**") shall at all times be and remain the exclusive property of EIC (or its licensors). EIC hereby grants to the Sponsor, subject to the terms of the Contract, a revocable, non-exclusive, non-transferable licence to use the EIC Materials and EIC Know How for its own internal business purposes. The Sponsor shall not distribute, resell or otherwise disclose the EIC Materials or the EIC Know-How to any individual or company outside of its business organisation (including to group companies).
- 6.2 All copyright, trade marks, techniques, models, processes, methodologies, know-how and other intellectual property rights (the "**Sponsor Know How**") contained in the materials supplied to EIC and attendees at the Event by the Sponsor (the "**Sponsor Materials**") shall at all times be and remain the exclusive property of the Sponsor (or its licensors). The Sponsor hereby grants to EIC, subject to the terms of the Contract, a revocable, non-exclusive, non-transferable licence to use the Sponsor Materials and Sponsor Know How in connection with the Event or for its own internal business purposes and to distribute the Sponsor Materials to attendees or exhibitors at the Event.
- 6.3 All intellectual property rights in and to any materials produced for the Event, excluding the Sponsor Materials, shall vest in or be assigned to EIC.

## 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) loss of or damage to any property belonging to the Sponsor 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 Sponsor or its Representatives 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 this Contract, shall be limited to the greater of a sum equal to the Sponsorship Amount paid under this Contract and £10,000. Any sums refunded to the Sponsor 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 this Event.

## 8. **Travel and Freight Arrangements**

8.1 EIC may recommend travel or freight agents or accommodation. Sponsors follow these recommendations at their own risk, and EIC shall not accept any liability whatsoever for any loss suffered by Sponsors or their Representatives as a result of following such recommendations.

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

## 9. **Export Control**

9.1 The Sponsor shall be entirely responsible for obtaining and complying with the terms of any licences required under applicable law for the export and import of equipment, software, technology or materials used, required or displayed at Events.

9.2 The Sponsor 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 9.

## 10. **Publicity**

10.1 EIC may use information provided by the Sponsor in publicity and sales materials prior to the Event. EIC is not responsible for any translation of the information provided by the Sponsor, and the Sponsor is advised to check the accuracy of any translation.

10.2 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 Sponsor shall inform each Representative that if the Representative does not wish to be included in any photographs, the Representative must notify EIC staff prior to the photographs being taken.

## 11. Termination

- 11.1 EIC has the right to terminate the Contract with immediate effect by giving written notice to the Sponsor if the Sponsor fails to pay any monies due to EIC (including membership fees), whether under this Contract or otherwise.
- 11.2 If the Contract is terminated by EIC under clause 11.1, the Sponsor shall not be entitled to a refund of any Sponsorship Amount paid.
- 11.3 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; and
  - (b) becomes insolvent, bankrupt or has a receiver, manager, administrative receiver or liquidator appointed (as applicable).
- 11.4 The Contract will 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).
- 11.5 Termination or expiry of the Contract will not affect the rights and obligations of the parties held prior to the Contract being terminated, and clauses 4.9, 6.1, 7, 10, 11 and 14 shall survive termination or expiry of the Contract.

## 12. Force Majeure

- 12.1 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**").
- 12.2 Force Majeure Events include, amongst others, interruptions 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.

## 13. Insurance

- 13.1 The Sponsor shall ensure that it and its Representatives are fully insured against accident, injury, loss or damage of any nature including for employers' liability, product liability and public liability. The Sponsor shall comply with any reasonable requirements of EIC, the Event organiser or host 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 Representatives during the booking process to ensure that the requirements of Representatives are met at the Event. This information shall be collected and used in accordance with EIC's Privacy Policy.
- 14.2 The information which the Sponsor or Representatives supply to EIC may be used for publication (where the Sponsor or Representative provides details for inclusion in EIC's directories, catalogues or Sponsor lists and on EIC's website) and to provide the Sponsor with information about similar events.
- 14.3 Information provided by the Sponsor or its Representatives may be transferred to DIT who may use this information to contact the Sponsor or the Representative 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 in place to do so.

- 14.4 The Sponsor shall procure permission from each Representative for EIC to collect and process personal information relating to each Sponsor in accordance with this clause 14 and EIC's Privacy Policy.
- 14.5 The Sponsor acknowledges that the transmission of information over the internet is not completely secure, and any transmission of information by the Sponsor over the internet is at its own risk.
- 14.6 The Sponsor 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 the breach of this clause 14.

15. **General**

- 15.1 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 shall have any liability in respect of any other representation, warranty or promise made prior to the Contract.
- 15.2 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 Sponsorship Booking Form (the Sponsor) and page one of these Conditions (EIC) or by email to the relevant EIC office. If a notice is given in accordance with this clause 15.2, 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.
- 15.3 The Contract shall not be assigned or transferred in whole or in part by the Sponsor without the prior written consent of EIC.
- 15.4 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.
- 15.5 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.
- 15.6 No purported variation of the Contract shall be effective unless it has been recorded in writing and signed on behalf of each of the parties by their authorised representatives.
- 15.7 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 (including, but not limited to, the Representatives).
- 15.8 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.