

# Terms and Conditions of Supply

These terms and conditions (together with the documents referred to in the terms) apply to the supply by EEEGR (East of England Energy Group) of the services and/or products. You should understand that by ordering any Service, you agree to be bound by these terms and conditions.

## 1 DEFINITIONS

**Contract** means any contract between EEEGR and the Customer for the sale and purchase of the Products and Services, incorporating these terms and conditions.

**Customer** means the party identified as the Customer in this agreement to whom EEEGR may agree to supply Products in accordance with these terms and conditions.

**EEEGR** means East of England Energy Group Limited by Guarantee (Company Registration no: 04117847) of Beacon Innovation Centre, Beacon Park, Gorleston, Norfolk, NR31 7RA or any subsidiary or associated company.

**Services** means Services including but not limited to sponsorship, membership, events, consultancy and training to be provided by EEEGR to the customer in accordance with these terms and conditions.

**Order** means the request by Customer to purchase a product and/or service from EEEGR.

In these terms and conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

In these terms and conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

## 2 ORDER ACCEPTANCE

- a) All orders placed with EEEGR by the Customer for Products or Services shall constitute an offer to EEEGR, under these terms and conditions, subject to availability and to acceptance of the order by EEEGR's authorised representative.
- b) All orders are accepted and Products and Services supplied subject to these express terms and conditions only. No amendment of these terms and conditions will be valid unless confirmed in writing on or after the date hereof by a director of EEEGR.
- c) It is agreed that these terms and conditions prevail over the Customer's terms and conditions of purchase unless these latter terms and conditions are amended or agreed to by EEEGR in writing and signed by a director of EEEGR.
- d) No order placed by the Customer shall be deemed to be accepted by EEEGR until a written acknowledgement of order is issued by EEEGR or (if earlier) EEEGR delivers the Products and/or Services to the Customer.
- e) The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.
- f) Any quotation is given on the basis that no contract will come into existence until EEEGR despatches an acknowledgement of order to the Customer. Any quotation is valid for a period of 30 days only from its date, provided that EEEGR has not previously withdrawn it.

### **3 PROVISION OF SERVICES**

- a) If relevant, EEEGR agrees to:
  - i. make any modifications to the services as the Customer may request (provided that this has been agreed to by EEEGR);
  - ii. supply any documentation referred to in any quotation given by EEEGR;
  - iii. provide training or consultancy services in accordance with the terms of any training plan or consultancy agreement agreed between EEEGR and the Customer;
  - iv. all in accordance with and subject to the Terms and Conditions.
- b) EEEGR may employ sub-contractors for carrying out any part of the Services.
- c) The Customer will promptly provide EEEGR with such information as it may reasonably need concerning the Customer's operations and answers to queries, decision and approvals which may be reasonably necessary for EEEGR to undertake the Services.
- d) Subject as hereinafter provided, if EEEGR fails to complete any phase by any date specified then it shall not be liable for the delay.

### **4 PRICES**

- a) Catalogues, price lists and other advertising literature or material as used by EEEGR are intended only as an indication as to the price and range of goods and services offered and no prices, descriptions or other particulars contained therein shall be binding on EEEGR.
- b) Our website provides for the sale of a number of Services and it is always possible that, despite our best efforts, some of the Services listed on our website may be incorrectly priced. We will normally verify prices when issuing an Order Confirmation so that, where the correct price of the service is less than our stated price, we will charge the lower amount when supplying the Service to you. If the correct price of the Service is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before supplying the Service, or reject your order and notify you of such rejection.
- c) EEEGR is under no obligation to supply the Service to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- d) Prices are liable to change at any time, but changes will not affect orders.
- e) All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the Customer and will be supplied in accordance with UK legislation in force at the tax point date.

### **5 PAYMENT TERMS**

- a) Payment for all Services must be made by credit card, debit card, cheque or invoice.
- b) Invoices will be raised and dated by EEEGR on the date of despatch of the Products or monthly in the case of Services or in advance in the case of membership renewals, unless otherwise specifically negotiated and agreed. All invoices are payable by the customer 30 days from date of the invoice.
- c) No payment shall be deemed to have been received until EEEGR has received cleared funds.
- d) The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- e) EEEGR reserves the right to cease supply of product or services if Payment Terms are not met.
- f) If the Customer fails to pay EEEGR any sum due pursuant to the Contract, interest and compensation for debt recovery costs will be charged on overdue invoices using the entitlements provided by the late payment legislation.

## **6 CANCELLATIONS**

- a) In the event that EEEGR has to cancel an event (subject to clause 8) a full refund will be provided to the Customer.
- b) Any request by a Delegate to cancel attendance at an event must be received in writing:
- c) Within 14 days or more of the event the delegate will receive a full refund.
- d) Within 7 to 14 days of the event the delegate will receive a 50% refund.
- e) Less than 7 days before the event the delegate will not be refunded. A replacement delegate will be accepted.
- f) Any request by exhibitors at an event for cancellation of any order will only be considered by EEEGR, and any cancellation of any order shall be subject to acceptance by EEEGR at its sole discretion, and subject to a reasonable administration charge therefore by EEEGR against all loss, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation.

## **7 MEMBERSHIP SUBSCRIPTIONS**

- a) Membership subscriptions may be renewed prior to expiry of the term.
- b) You may terminate a subscription at any time after we have entered the Order by giving us 14 days notice in writing.
- c) If you cancel a subscription after the effective start date you will not be entitled to receive a refund.
- d) Membership is continuous, until revoked in writing and acknowledged. Three months notice is required to cancel membership.
- e) Membership is intended for the named member company only. Parent and/or other related companies are encouraged to join in their own right if those companies wish to receive member benefits.

## **8 LIMITS OF LIABILITY**

- a. Except as specifically set out in this clause 7, EEEGR disclaims and excludes to the fullest extent permitted by law all other warranties, whether express or implied, by statute or otherwise.
- b. Subject to the above:
  - i. EEEGR's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the value of the Contract; and
  - ii. EEEGR shall not be liable to the Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- c. Either party shall indemnify and defend the other and their employees in respect of any claims by third parties that are occasioned by or arise from the performance or non-performance by one party pursuant to the instructions of the other party or the authorised representative of that other party.
- d. Where the customer purchases any product and/or Service from a third party seller through EEEGR website, the seller's individual liability will be set out in the seller's terms and conditions.

## **9 TERMINATION FOR CAUSE**

This agreement may be terminated forthwith by notice in writing:

- a) By EEEGR if the Customer fails to pay any sums due hereunder by the required date provided EEEGR shall have previously given 14 days notice to Customer of its intention to terminate the agreement under this clause and provided further that Customer has no legitimate reason for withholding sums that would otherwise be due to EEEGR.
- b) If either party fails to perform any of its material obligations under this Agreement and such failure continues for a period of 14 days after written notice hereof, by the other party.
- c) EEEGR shall be entitled either to terminate wholly or in part any or every Contract or to suspend work and/or delivery of Products under any or every Contract in any of the following events without any liability to the Customer:
  - i. if any debt is due and payable by the Customer to EEEGR but is unpaid;
  - ii. the Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - iii. an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
  - iv. the Customer ceases, or threatens to cease, to carry on business.
- d) Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law, and shall not affect any accrued rights or liabilities of either party.

## **10 FRUSTRATION/CIRCUMSTANCES BEYOND THE PARTIES CONTROL ("FORCE MAJEURE")**

- a) Neither party is responsible for non-performance in case of circumstances beyond its reasonable control ("Force Majeure") including without limitation, strikes by non EEEGR employees, terrorist acts, war, exchange fluctuations, government or regulatory actions, natural disasters, severe weather, unforeseeable transport or production problems affecting companies that supply Dell.
- b) If a Force Majeure event occurs & EEEGR cannot deliver within the period set out in the Order Confirmation, any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and EEEGR will have an extension of time for performance for the duration of that period.

## **11 CONTRACT**

- a) The headings in this agreement are for ease of reference only and shall not affect its interpretation or construction.
- b) No forbearance, delay or indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights of any breach of any contractual terms shall be deemed to be a waiver of any other later breach.
- c) The Customer agrees not to assign any of its rights herein without prior written consent of EEEGR.
- d) If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- e) All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:
  - i. (in case of communications to EEEGR) to its registered office or such changed address as shall be notified to the Customer by EEEGR; or

- ii. (in the case of communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of this Contract or such other address as shall be notified to EEEGR by the Customer.
- f) Communications shall be deemed to have been received:
  - i. If sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holiday) after posting (exclusive of the day of posting)
  - ii. If delivered by hand, on the day of delivery;
  - iii. If sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day;
  - iv. If sent by email to the last notified email address of the other party provided that this is confirmed by first class post in accordance with clause 10.6(a)
- g) EEEGR reserves the right to deter or to cancel the Contract or reduce the volume of the Products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying out of its business due to circumstances beyond the reasonable control of EEEGR including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, the Customer shall be entitled to give notice in writing to EEEGR to terminate the Contract.
- h) The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it but this does not affect any right or remedy of a third party which exists or is available apart from under that Act. Any rescission, variation, amendment or waiver to or of these terms and conditions shall not require the consent or approval of any person who is not a party to these terms and conditions.
- i) These terms and conditions shall be governed and construed in accordance with English Law and each of the parties irrevocably submits to the exclusive jurisdiction of the English Courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

## **12 INDEPENDENT CONTRACTOR**

The relationship between EEEGR and the Customer is that of independent contractor. Neither party is the agent of the other, nor neither party has any authority to make and contract or make any obligation expressly or implied in the name of the other party without that party's prior written consent for express purposes connected with the performance of this Agreement.

## **13 DATA PROTECTION**

Personal data obtained by EEEGR from Customer shall be held & processed in accordance with all applicable laws and consistently with EEEGR's Privacy Policy. EEEGR may share such personal data with other EEEGR entities, agents, or subcontractors performing services for EEEGR.

## **14 CONFIDENTIALITY**

Each party must treat all information received from the other which appears to be confidential as it would treat its own confidential information generally, but at least, with no less than a reasonable degree of care.