

## Terms and conditions for supply of goods and services

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, listed on the website [www.eeegr.com](http://www.eeegr.com) (our site). Please read these terms and conditions carefully before ordering any Service from our site. You should understand that by ordering any Service, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please tick the box next to "I Accept" at the end of these terms and conditions if you accept them.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Service from our site.

### 1. INFORMATION ABOUT US

[www.eeegr.com](http://www.eeegr.com) is a site operated by EEEGR (East of England Energy Group) ("We", "Us" and "Our").

We are registered in England and Wales under company number 4117847 and have our registered office at Unit 4, Wellington Park, Excalibur Road, Great Yarmouth, Norfolk, NR31 7BB.

Our VAT number is 770868980

### 2. YOUR STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into a binding contract; and
- (b) You are at least 18 years old; and
- (c) *You are an individual acting on behalf of a business; and*
- (d) You are not a consumer.

### 3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

(a) After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Your order constitutes an offer to us to buy a Service. All orders are subject to acceptance by us, we will only email you for a third time should we not accept your order, we will email you within 5 working days. If you do not hear from us, your order has been accepted.

(b) The Contract will relate only to the Service, the purchase of which we have confirmed in the Order Confirmation.

We will not be obliged to supply any other Service(s) which may have been part of your order until the purchase of such Service(s) has been confirmed in a separate Order Confirmation.

### 4. OUR STATUS

We may also provide links on our site to the websites of other companies. We cannot give any undertaking that services or products which you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your information related to that transaction to the third party seller.

### 5. AVAILABILITY AND DELIVERY

The Service will be supplied by the date set out in the Order Confirmation or, if no date is specified, then within a reasonable time of the date of the Order Confirmation, unless there are exceptional circumstances.

## **6. PRICE AND PAYMENT**

(a) The price of any Service will be as quoted on our website from time to time, except in cases of obvious error. VAT will be charged at the current rate, as indicated on the website.

(b) Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

(c) 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.

(d) We are 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 miss-pricing.

(e) Payment for all Services must be by credit card, debit card, cheque or invoice. We accept payment with Switch, MasterCard, Visa and Maestro.

## **7. INVOICE TERMS AND CONDITIONS**

(a) When selecting the invoice option on the website, we shall be entitled to invoice you and you shall pay for the price of the goods or service within 30 days of issue.

(b) When paying via the "Worldpay" service, you shall pay us the price on placing the order.

If you fail to make any payment on the date it is due then, without prejudice to any other right or remedy we may have, we can:

1. Cancel this agreement between you and us; or

2. Suspend any further services to you; and/or

3. Charge you interest (both before and after any judgement) on the amount unpaid, in accordance with Late Payment of Commercial Debts (Interest) Act 1998, at the rate of 8% per annum above the Bank of England base rate. Interest is calculated monthly.

4. Payment on time is of the essence. That is to say that if you do not pay on time, we can terminate the arrangement between you and us. If we do that, we will either not provide you with the service, or if we have already done so, you will give it back to us, failing which we shall be entitled to take it back.

5. Pursue the outstanding debt through the Courts.

## **8. OUR CANCELLATION POLICY**

(a) Our cancellation policy appears as an annex to these terms and conditions.

(b) We will usually refund any money received from you using the same method originally used by you to pay for the service which has been cancelled where possible. If this is not possible we will seek alternative method.

## **9. OUR LIABILITY**

(a) We warrant to you that any Service purchased from us through our site will be supplied with reasonable skill and care.

(b) Our liability for losses which you suffer as a result of any breach by us of these terms and conditions is strictly limited to the price of the Service which you purchased.

(c) This does not include or limit in any way our liability:

i. For death or personal injury caused by our negligence;

ii. For fraud or fraudulent misrepresentation; or

iii. For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

(d) We are not responsible for any indirect losses which you may suffer as a result of any breach by us of these terms and conditions and which are not foreseeable by you and us, including but not limited to:

- i. loss of income or revenue
- ii. loss of business
- iii. loss of profits or contracts
- iv. loss of anticipated savings
- v. loss of data
- vi. loss of data, or
- vii. waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable; provided that this clause 9 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 9.1 or clause 9.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 9.4.

(e) Where you buy any Service from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

## **10. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

## **11. NOTICES**

All notices given by you to us must be given to EEEGR, Unit 4, Wellington Park, Excalibur Road, Great Yarmouth, Norfolk, NR31 7BB. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

## **12. TRANSFER OF RIGHTS AND OBLIGATIONS**

- (a) The contract between you and us is binding on you and us and on our respective successors and assigns.
- (b) You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- (c) We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **13 EVENTS OUTSIDE OUR CONTROL**

- (a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- (b) A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - i. Strikes, lock-outs or other industrial action.

- ii. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - iii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - iv. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - v. Impossibility of the use of public or private telecommunications networks.
  - vi. The acts, decrees, legislation, regulations or restrictions of any government.
- (c) Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

#### **14. WAIVER**

- (a) If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- (b) A waiver by us of any default shall not constitute a waiver of any subsequent default.
- (c) No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14.

#### **15. SEVERABILITY**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **16. ENTIRE AGREEMENT**

- (a) These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- (b) We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- (c) Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

#### **17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

We have the right to revise and amend these terms and conditions from time to time.

#### **18 LAW AND JURISDICTION**

Contracts for the purchase of any Service through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **ANNEX**

### **DELEGATE PLACES**

Cancellation by EEEGR: Full refund

Cancellation by the delegate: (subsequent to the completed application form for a place at the event having been received by EEEGR):

14 days or more in advance of the event: Full refund

14 to 7 days in advance of the event: 50% refund

Less than 7 days prior to the event: No refund

### **EXHIBITION STAND**

Cancellation by EEEGR: Full refund

Cancellation by the exhibitor (subsequent to the completed application form for an exhibition stand having been received by EEEGR):

2 months or more in advance of the event: Full refund

2 month to 1 month in advance of the event: 50% refund

Less than 1 month prior to event: No refund

**OTHER EVENTS ORGANISED BY EEEGR (EXCEPTING THE WORLDPAY SERVICE TO WHICH SEPARATE TERMS AND CONDITIONS APPLY)**

Cancellation by EEEGR: Full Refund

Notice of cancellation must be given in writing to [eventbookings@eeegr.com](mailto:eventbookings@eeegr.com)