

INTRODUCTION

These terms and conditions apply to the supply of **Products and/or Services** to **Customers** by:

East of England Energy Group (**EEEEGR**)
Registered Office: Unit 4, Wellington Park, Gorleston, Norfolk NR31 7BB
Registered number: 04117847
VAT Registration: 770 8689 80

DEFINITIONS

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

CRM means Customer Relationship Management System, which is used to manage EEEGR business contacts and interactions in a secure environment

Customer means the party identified as the Customer in this agreement to whom EEEGR may agree to supply Products and/or Services in accordance with these terms and conditions, and is typically another business, public sector or private sector organisation and their employees.

EEEEGR means the company listed in the **INTRODUCTION** or any subsidiary or associated company.

Products means Products including but not limited to reports, capability matrices, literature, web sites, and press releases to be provided by EEEGR to the Customer in accordance with these terms and conditions.

Services means Services including but not limited to sponsorship, marketing, membership, events, consultancy, research 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 either through the EEEGR Website and/or by contacting EEEGR directly face to face, in writing or by telephone.

Website means the EEEGR company website at www.eeegr.com

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.

The headings in these terms and conditions are for ease of reference only and shall not affect their interpretation or construction.

EEEEGR reserves the right to revise and amend these terms and conditions from time to time.

CUSTOMER STATUS

By placing an order with EEEGR, either through the Website or by direct contact with EEEGR, the Customer warrants that:

1. They are legally capable of entering into a binding contract; and
2. They are at least 18 years old; and
3. They are an individual acting on behalf of a business; and
4. They are not a consumer.

ORDER STATUS

1. When ordering Products and/or Services from EEEGR the Customer must accept these terms and conditions in order to purchase Products and/or Services from EEEGR. Acceptance of these terms and conditions is confirmed either by:
 - a. Selecting the 'I have read and agree to the Terms and Conditions' statement check box when placing an order through the Website; or
 - b. Placing an order directly with EEEGR.
2. The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.
3. Any formal quotation is supplied by EEEGR to the Customer is on the basis that no Contract will come into existence until EEEGR despatches an acceptance of the order to the Customer; the quotation is valid for a period of 30 days from the issue date. EEEGR reserves the right to withdraw a quotation during this time.
4. After placing an order, the Customer will receive an e-mail from us acknowledging that we have received your order and that it is being processed.
5. Orders placed with EEEGR for Products and/or Services by the Customer shall constitute an offer to EEEGR under these terms and conditions.
6. EEEGR's authorised representative shall consider the offer in terms of EEEGR capability and availability before accepting the order.
7. No order placed by the Customer will be deemed to be accepted by EEEGR until a written acceptance of the order is issued by EEEGR or if EEEGR delivers the Products and/or Services to the Customer, whichever is the earlier.
8. EEEGR will not be obliged to supply any other Product (s) and/or Service(s) which may have been part of the Customer order until the purchase of such Service(s) has been confirmed in a separate Order Confirmation.
9. All orders are accepted, and Products and/or Services are supplied subject to these express terms and conditions which prevail over the Customer terms and conditions of purchase. No amendment of these terms and conditions will be valid unless confirmed in writing by a director of EEEGR.
10. 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 [**FORCE MAJEURE**].

PRICING

1. Pricing will be as quoted on our Website, Sponsorship Document or formal EEEGR Quotation, except in cases of obvious error.
2. VAT will be charged at the current UK rate.
3. Our Website provides for the sale of several Services and it is always possible that, despite our best efforts, some of the Services listed on our website may be incorrectly priced.
4. EEEGR will normally verify prices when issuing an Order Completion 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.

5. We are under no obligation to supply the Service to you at the incorrect (lower) price, even after we have sent you an Order Completion, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a miss-pricing.

PAYMENT TERMS

1. When using the invoice option for payment, EEEGR shall be entitled to invoice the Customer and the Customer shall pay for the price of the goods or service within 30 days of EEEGR invoice issue. Details of how to pay are included on the invoice. If the Customer requires a Purchase Order (PO) number to be included on the EEEGR invoice, then the Customer must supply the PO number when placing the order otherwise the provision of the services and/or products may be cancelled as set out in 3).
2. When paying via the EEEGR credit/ debit card merchant website, the Customer shall pay EEEGR in full upon placing the order, and an invoice shall be issued at Order Completion.
3. If the Customer fails to make any payment on the date it is due then, without prejudice to any other right or remedy EEEGR may have, EEEGR can:
 - a. Cancel the agreement between the Customer and EEEGR; or
 - b. Suspend any further services to the Customer; and/or
 - c. Charge the Customer 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 the Customer does not pay on time, EEEGR can terminate the arrangement between the Customer and EEEGR. If EEEGR does so, EEEGR will either not provide the Customer with the service, or if EEEGR has already done so, the Customer will reimburse EEEGR, failing which EEEGR shall be entitled to reimbursement in full plus legal and administrative costs in pursuing the outstanding debt through the Courts.

MEMBERSHIP – GENERAL

[In addition to those stated in the EEEGR Articles of Association]

1. The EEEGR board delegate responsibility of member admission to the EEEGR Executive Team who administer the Membership joining, renewal and ceasing processes.
2. EEEGR Member category definitions:
 - a. **Regional Members** are commercial organisations working within the energy industry and/or its supply chain, who generate some, or all, of their turnover from operations based in the East of England.
 - b. **Non-Regional Members** are commercial organisations working within the energy industry or its supply chain, who generate some, or all, of their turnover from operations within the East of England, however not occupying an operating base in the region.
 - c. **Supporting Members** are generally public bodies or not for profit organisations with a specific interest in the energy industry, or its supply chain within the East of England. Supporters contribute, directly or indirectly (individually negotiated), to support and promote the activities of EEEGR and its membership.
 - d. **Sponsor Members** sponsor in excess of £10000 in return for an individually negotiated sponsorship package commensurate with the level of donation which will deliver a programme of event sponsorship, special project(s), skills project(s) or a technical Special Interest Group (SIG).

3. Privileges of membership are detailed under 'Membership Benefits', which may be altered from time to time and published on the Website.
4. The membership subscription year begins on the first of the month the initial application was accepted.
5. Member company details are held on the EEEGR CRM system and published via the Website in the Membership Directory.
6. Subscription is payable in advance at member application time either by a) credit or debit card payment through the Website via the EEEGR credit/ debit card merchant website or b) invoice option.
7. Published membership rates are exclusive of UK VAT, rate of which may change from time to time in accordance with UK government budget directives
8. Membership is provided for the named member company only. Parent companies can join at Tier 1 membership rate and named group and/or subsidiary companies enrolled at Tier 4 rate to constitute a group membership.
9. Members contract to maintain accurate details about the member company pertinent to EEEGR membership and the regional energy industry, including the primary contact and secondary contact(s), which is facilitated by logging in to the Member Area on the website.
10. Terms and conditions of membership, in addition to those contained in the Articles of Association, may be revised from time to time and will be notified to members in writing.

MEMBERSHIP – CONTINUITY, RENEWAL AND CESSATION

[In addition to the EEEGR Articles of Association]

1. EEEGR Membership is continuous, until revoked in writing by the Customer and subsequently acknowledged by EEEGR in writing.
2. Renewing EEEGR Membership:
 - a. EEEGR Members will receive a membership renewal notice in writing at least two months (60 days) prior to the membership renewal date.
 - b. The Customer has a 30-day period following the membership renewal notice to inform EEEGR of any Customer financial system Purchase Order (PO) number required to complete the subscription transaction.
 - c. The Customer has a 30-day period following the membership renewal notice to inform EEEGR of any material changes to the company Tier and changes of company details or contacts using the supplied membership renewal form.
 - d. The renewal invoice will automatically be issued to the member company on the membership renewal date based on the member details in EEEGR's possession at that time.
 - e. EEEGR is not responsible for any communication delays in respect of out-of-date member contact details.
3. Cancelling or ceasing EEEGR Membership:
 - a. New members have a fourteen-day period in which to revoke membership in writing and receive a full refund.
 - b. Existing members have a 30-day period following the membership renewal notice in which to cease membership by notifying EEEGR in writing otherwise they will be liable for the payment of membership fees in full for the upcoming year.
 - c. No refund will be made on ceasing membership subscription except where a new member has cancelled within 14 days of subscribing and has paid the membership subscription fee in full.

EVENTS – DELEGATE BOOKING

1. EEEGR Events delegate places are booked online via the Website and event attendance is payable in advance.
2. Event delegate placements must be paid in advance by Credit or Debit Card via the EEEGR credit/ debit card Merchant website.
3. Upon successful payment the Customer will receive an Order Acknowledgement email and an Order Processing email.
4. All event bookings are subject to acceptance by EEEGR. Once the Customer booking order has been processed and accepted the customer will receive an Order Completion email and a paid EEEGR Invoice email.
5. The contract between EEEGR and the Customer will only relate to the service as specified in the Order Completion email.

EVENTS – EXHIBITOR BOOKING

1. EEEGR Events exhibition stands are booked either:
 - a. Direct with EEEGR post event via the renewal application process which typically carries a discount. Deposit and balance of payments are due via the normal EEEGR invoice process; or
 - b. Online via the Website where payment is due in full via the normal EEEGR invoice process.
2. EEEGR Events exhibition stands bookings are subject to the normal invoice terms and conditions as defined in **PAYMENT TERMS**.
3. All event bookings are subject to acceptance by EEEGR. Once the Customer booking order has been processed and accepted the customer will receive an Order Completion email.
4. The contract between EEEGR and the Customer will only relate to the service as specified in the Order Completion email.

EVENTS – CANCELLATION POLICY

1. Where a Customer wishes to cancel their event or exhibition stand booking, notice of cancellation must be emailed in writing to siofra.driver@eeegr.com
2. The event delegate booking can be cancelled:
 - a. By the delegate subsequent to the Order Processing Email being received.
 - b. By the exhibitor subsequent to the completed application form for an exhibition stand having been received by EEEGR.
3. The following refund policy applies to event delegate booking fee cancellations:
 - a. Notice given more than 14 days in advance of the event: Full refund
 - b. Notice given 14 to 7 days in advance of the event: 50% refund of event booking fee
 - c. Notice given less than 7 days prior to the event: No refund
4. 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.
5. Notwithstanding 4), the following refund policy applies to cancellation of event exhibition stand bookings:
 - a. 2 months or more in advance of the event: 85% refund (15% deposit will be retained)

- b. 2 months to 1 month in advance of the event: 50% refund
 - c. Less than 1 month prior to event: No refund
6. Cancellation of events by EEEGR will be subject to full refund, except in the case of **FORCE MAJUEURE** as defined in these terms and conditions.
7. EEEGR will refund any money received from the Customer using the same method originally used by the Customer to pay for the service which has been cancelled under best endeavours. If this is not possible EEEGR will seek an alternative suitable method of repayment.

CONTRACT

1. The Contract between EEEGR and the Customer will relate only to the Service(s) and/or Product(s), the purchase of which EEEGR has confirmed in the Order Confirmation email.
2. 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.
3. 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.
4. The Customer agrees not to assign any of its rights herein without prior written consent of an EEEGR director.
5. 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.
6. EEEGR reserves the right to deter or to cancel the Contract or reduce the volume of the Product(s) and/or Service(s) 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 as set out in **FORCE MAJEURE**.
7. If the **FORCE MAJEURE** 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.
8. 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.
9. 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 Court 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.
10. Contracts for the purchase of any Product(s) and/or Service(s) through the Website and/or from EEEGR directly 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.

LIMITS OF LIABILITY

1. Except as specifically set out in this clause, EEEGR disclaims and excludes to the fullest extent permitted by law all other warranties, whether express or implied, by statute or otherwise.
2. Subject to the above:
 - a. 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
 - b. 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(s) and/or Service(s) from a third-party seller through Website, the seller's individual liability will be set out in the seller's terms and conditions.

FORCE MAJEURE

1. EEEGR 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 (a Force Majeure Event).
2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) the following:
 - a. Strikes, lock-outs or other industrial action.
 - b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - e. Impossibility of the use of public or private telecommunications networks.
 - f. The acts, decrees, legislation, regulations or restrictions of any government.
3. EEEGR's performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and EEEGR will be granted an extension of time for performance for the duration of that period (limited to 60 days as defined under **CONTRACT**). EEEGR will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which EEEGR's obligations under the Contract may be performed despite the Force Majeure Event.

COMMUNICATIONS

1. Applicable laws require that some of the information or communications we send to you should be in writing. When contracting with EEEGR the Customer accepts that communication with EEEGR will be mainly electronic.
2. EEEGR will contact the customer by e-mail and/or provide the Customer with information by posting notices on our website.
3. For contractual purposes, the Customer agrees to this electronic means of communication and acknowledges that all contracts, notices, information and other communications that EEEGR provides to the Customer electronically comply with any legal requirement that such communications be in writing.

DATA PROTECTION AND CONFIDENTIALITY

1. 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.
2. Personal data obtained by EEEGR from Customer shall be held and processed in accordance with all applicable Data Protection Regulations and consistent with EEEGR's Privacy Policy as published on the Website.

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