

# Engineering Integrity Society

## Standard Terms & Conditions for Supply of Services

### 1. Definitions

"Additional Services" means Services which are agreed after the signing of this Agreement.

"Agreement" means the Sales Agreement together with these terms and conditions.

"Client" means the person, firm or company doing business with the Company and named on the Agreement.

"Company" means Engineering Integrity Society.

"Consideration" means the consideration payable by the Client to the Company as stated in the Agreement.

"Event Date" means the date as stated within the Agreement on which the Services will be provided by the Company to the Client.

"Payment Dates" means the dates upon which the consideration is due and payable to the Company.

"Services" means exhibition areas and support at various venues and other services provided by the Company at the request of the Client.

### 2. Application of These Terms and Conditions

These terms and conditions apply in respect of all Services and Additional Services supplied or carried out by the Company under this Agreement on the Event Date and no modification thereof is binding on the Company unless in writing and signed by a Director of the Company. The terms and conditions override any other terms or conditions stipulated, incorporated or referred to by the Client. The Agreement shall not be assignable, and such Agreement shall be governed by and construed in all respect in accordance with the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

### 3. Credit Check

The Company may in some circumstances only accept a booking after a successful credit check. The payment terms set out in clause 4 will be renegotiated for Clients failing to meet the Company's credit requirements and until such time as such terms have been agreed a Client's booking will not be valid. Such agreed terms will, in any event, be confirmed by the Company to the Client in writing.

### 4. Payment Terms

The Consideration shall be paid by the Client to the Company within 30 days of signing the agreement. All payments to be paid in full, in Sterling, from a UK account. Any bookings within 30 days of an event will require immediate payment. If payment is not received within the specified time-frame the Company may not provide the Services to the Client. All Payment Dates shall be of the essence and if the Client fails to comply with the Payment Dates agreed, the Company shall be entitled to: charge interest on any amounts overdue at the rate of 3% per annum over Barclays Bank base rate from time to time from the Payment Date until actual payment.

### 5. Cancellation Charges

If the Client cancels this Agreement within 6 weeks of the event, then the full consideration is payable and will be retained by the Company. Part or all of the Consideration may be reimbursed at the Company's discretion if an alternative purchaser of the service is found prior to the event.

### 6. Additional Services

Additional Services shall be subject to a separate invoice, which shall be payable by the Client to the Company no later than 30 days after receipt of invoice.

### 7. Environmental Health & Safety

The Client agrees that it shall at all times comply with all applicable health and safety legislation and, if required, supply the Company suitable and sufficient risk assessments and/or other relevant health and safety analysis prepared by it in relation to: (i) the provision of the Services by the Company to the Client; and/or (ii) the Client's use of the Venue (or part thereof) on the Event Date.

### 8. Finishing Times

The Company shall notify the Client on execution of this Agreement of the required finishing time of the Services. No extensions to the quoted time shall be permissible.

### 9. Force Majeure

If the Company is unable to perform any of its obligations under this Agreement by reason of any circumstance, cause or event outside its control including (without limitation of the generality of this Clause) any governmental restrictions, adverse weather, riot, commotion, acts of God, industrial action, breakdown of plant or any failure of gas, water services, electricity etc., the Company shall be entitled to be relieved of its obligations hereunder to the extent to which performance of the obligations is prevented, frustrated or suspended. In such circumstances non-performance, part-performance or delay in performance of the obligations of the Company hereunder shall not entitle the Client to claim damages of any kind whatsoever whether direct, indirect or consequential.

### 10. Client's Insurance

A minimum level of public liability cover of £5M is required to be provided by the client for the event and setting up date(s). The Client agrees that it shall on request supply to the Company full details of any insurance it has in place applicable to public liability when exhibiting at an event organised by the Company on the Event Date(s).

### 11. Electrical Appliances

To comply with Health and Safety requirements all Client's electrical appliances used at an EIS event must have a current Portable Appliance Test (PAT) certificate

### 12. Exclusion of Liability

Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in this Agreement, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services and the entire liability of the Company under or in connection with this Agreement shall not exceed the Consideration except as expressly provided in this Agreement.

### 13. Damage Caused to the Company's Property

The Client shall be responsible and shall fully indemnify the Company in respect of any damage intentionally or negligently caused by the Client, its sub-contractors or its guests to any property of the Company or property belonging to a third party that the Company is responsible for. In the event that damage does occur the Company will specify in writing the nature of the damage and the amount requested to rectify the damage caused or to replace or compensate the Company for any loss. The Client shall within seven days of receipt of the Company's letter pay to the Company the sum stated.

### 14. Variations and Waiver

No variation of this Agreement shall be binding upon the parties to this Agreement unless it is in writing and signed by the Parties.

### 15. Complaints

Any complaints must be received in writing by the Company within 28 days of the Event Date. The Company shall not be liable for any complaints received after that period.