Ocean Energy Europe 2020 Online Conference & Exhibition

Exhibition ContractBrussels, Belgium 1 - 4 December 2020

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| --- | --- |
| **COMPANY NAME** |  |
| **CONTACT NAME** |  |
| **COMPANY VAT NUMBER** |  |
| **ADDRESS** |  |
| **TOWN/CITY** |  | **POSTCODE** |  |
| **COUNTRY** |  |
| **TELEPHONE** |  |
| **EMAIL** |  | **WEBSITE** |  |
| **PURCHASE ORDER NO** (if applicable) |  |
| **RATES** |
| OEE Member | **400 euro** |  | Please, tick the appropriate rate  |
| Non-Member | 600 **euro** |  |
| *Prices exclude VAT. However, for companies registered in the EU (excl. Belgium), the reverse charge mechanism will be applied so that VAT will not be added to your invoice.*  |
| **Date:** |  | **Signature:** |  |
| **Print Name:** |  | **Company:** |  |
|  |
| **Company description for exhibitor list** (50-80 words)*Please also attach your* ***high-res logo*** *when sending the booking form.* |  |
| **INVOICE DETAILS** (if different from above) |
| COMPANY NAME |  |
| CONTACT NAME |  |
| COMPANY VAT NUMBER |  |
| ADDRESS |  |
| TOWN/CITY |  | POSTCODE |  |
| COUNTRY |  |
| TELEPHONE |  | EMAIL |  |
|  |
| **PAYMENT SCHEDULE** |
| Stands must be paid for within **14 DAYS** of invoice date or prior to the opening of the exhibition, whichever is sooner, or stands cannot be guaranteed. Please quote Ocean Energy Europe’s tax reference no': **AISBL 88.4244080** on all financial invoicing and or correspondence. |
| **CANCELLATION OF EXHIBITION** |
| Exhibition cancellations will not be accepted after 30 October 2020. Before that date, cancellation will incur a cancellation fee of 75% of the total tax invoice amount. No refund will be accepted on cancellations made on or after this date and unpaid tax invoices must be paid in full. Please also refer to Ocean Energy Europe’s Exhibition Terms and Conditions, overleaf. |
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**PLEASE RETURN COMPLETED FORMS TO: y.conill @oceanenergy.eu**

## Exhibition Terms and Conditions

1. In these Terms and conditions ‘the Company’ means Ocean Energy Europe (OEE) and ‘the Client’ (which expressions shall include any principal on whose behalf the Exhibition Booking Form is signed) means the person, firm, company or organisation placing the order. ‘The event’ means Ocean Energy Europe Conference & Exhibition 2019. Persons signing the Exhibition Booking shall be deemed to have authority so to do from the person, firm, company or organisation on whose behalf they are acting or purporting to act.

2. Orders placed with the Company shall constitute a contract when the Client signs the Order, confirms their acceptance by email or books directly through our on-line facilities.

3. The Company will issue an invoice for all exhibition bookings. Payment Terms are in line with the payment schedule from date of booking or immediately if the contract is signed within 4 weeks prior to the event.

4. Cancellation by the Exhibitor is possible only under the following conditions

4a. Where the company receives a written request for cancellation more than 3 months before the event date a cancellation fee of 75% of the invoice value will be applicable.

4b. Requests for cancellation received less than 3 months before the event date will not be eligible for a refund, and 100% of the contracted amount will be due.

4.3 Any payment due shall be made in full without set off or counterclaim and must be settled within 14 days.

4.4. Disputes must be raised within 10 working days from the date of the invoice. Details of a dispute must be given in writing, (letters, fax and emails are acceptable forms of notification). Physical proof of delivery may be requested.

4.5. The Client is liable for all collection and litigation costs and fees should the Company instruct a third party or undertake litigation to collect non payment of the invoice.

**5. Cancellation or modification of the event by the Company**

5.1 Except in cases of Force Majeure (see 5.2.3 below), if the Event is cancelled by the Company, a full refund will be provided to exhibitors who have signed a contract and paid their invoice in full. If the invoice has not yet been paid, it will be cancelled by the Company. Notwithstanding the above, the exhibitor shall not be entitled to raise any claims for damages against the Company in case of slight negligence. The same shall apply to any claims for reimbursement of expenses, costs or similar claims.

5.2 The Company may terminate this agreement at any time on giving reasonable written notice to the client (Using the contact details provided in the Order) If:

5.2.1 The Client is in material breach of any term of this Agreement.

5.2.2 The Client makes an agreement with its creditors, cannot pay its debts as they fall due, is declared insolvent, or has an administrator or receiver appointed.

5.2.3 **Force Majeure** - Force Majeure shall be deemed to have occurred if such compelling circumstances are outside the reasonable influence of the Company. For example, events such as war, civil war, armed conflict, acts of terrorism, political unrest and/or the use of chemical, biological, or biochemical substances or nuclear energy shall be deemed to constitute Force Majeure. Furthermore, Force Majeure shall include pandemics, epidemics, rampant infectious diseases or similar public health threats and/or violent acts of nature (storms, cyclones, earthquakes, floods etc.) and the consequences thereof.

In particular, Force Majeure shall include the prevention of the execution of any function by acts of government that are outside of the reasonable influence of the Company, such as intervention by any federal, state, local or other public authority, including but not limited to directives, decrees, general orders etc. Compelling circumstances, and in particular, Force Majeure shall be deemed to exist not only upon the occurrence of any such event but also whenever such an event can be expected to occur with reasonable probability at the time of the function. The decision whether any such event has occurred or is imminent shall be made according to the reasonably exercised discretion of the Company with due consideration of the exhibitors’ interests.

5.3 In the event that a function is cancelled pursuant to Section 5.2 above, the exhibitor shall bear the costs and/or expenses incurred by the exhibitor up to that point in time. The exhibitor shall not be entitled to raise any liability claims related to such cancellation. The Company may charge the exhibitor an appropriate amount as set by Company at the Company’s equitably exercised discretion, not to exceed 25 per cent of the original fee, to cover general costs.

5.4 The Company reserves the right to alter the conference date and venue if necessary and where possible will take all steps necessary to inform the Client with reasonable notice. Exhibition fees may be transferred to another date or event, but only at the discretion of the Company.

5.5 The Company reserves the right to vary or discontinue an event where the occasion necessitates. This contract shall be deemed to have been signed for the modified function. In particular, the exhibitor shall not be entitled to withdraw from the contract or claim a reduction of fees.

6. The Company will clearly state in the Exhibition Agreement what the exhibition fees cover.

7. The company reserves the right to vary or cancel an event where the occasion necessitates.

8. Exhibition may be transferred to another date or event, but only at the discretion of the Company.

9. The Company will provide the Client with a discount code to register online for the delegate pass(es) included in the contract and for the discounted additional exhibitor passes.

10. The Company will forward venue details (address, maps, car parking instructions and travel directions) no later than one week before the event the Client is attending takes place.

11. Once an Exhibition Agreement has been signed, the agreement is strictly for the company/organisation named on the booking form. If a company/organisation (the Client) wishes to make any changes to the booking (i.e. change of company/organisation name), all requests should be put in writing and forwarded to the CEO at the Company’s office in advance of the event. Failure to do so will result in invoices being issued for both companies/organisations.

12. Should a different company/organisation be included on any sponsor branding at the event to that named on the exhibition booking form, without prior agreement with the Company, then the Company will treat this as an additional sponsor and will invoice accordingly. To avoid this, please adhere to the Company’s cancellation policy.

13. The design of the sponsored item shall be entirely at the discretion of the Company.

14. The company reserves the right to refuse admission and to remove persons from the premises for any reason where necessary. The Company may also have to conduct security searches to ensure the safety of persons at the event.

15. Photography/recording conditions are as follows:

15.1 By exhibiting at and attending the event, you agree to be photographed or filmed during the event and your image used in brochures, emails, films, on social media and on the OEE website. Should you not wish to have your image used, please contact the OEE team.

15.2 Save for where the Company’s prior written consent has been obtained, the use of photographic equipment is not allowed. All other recording and any transmission is prohibited including, (without limitation) recording of any data, information or results of or relating to the Event and any participant. As a condition of entry to the Event you assign (by way of a present assignment of future copyright) the copyright in any photographs or recordings you make at the Event to the Company.

16. The Company is not responsible for any loss, injury or damage, howsoever caused, to the bearer except where any loss, injury or damage is caused by the negligence of the Company, its employees or agents.

17. No unauthorised trading is permitted within the venue.

18. In the interests of public safety, the Company reserves the right to request the Client to leave the venue at any time for safety reasons or immediately after the Event. No admission or readmission is permitted after the end of the Event.

19. Data Protection: Information you supply to the Company may be used for publication (where you provide details for inclusion in our directories, catalogues or delegate lists and on our websites) and also to provide you with information about our products or services in the form of direct marketing activity by email, phone, fax or post. Information will not be made available to 3rd parties on a list lease or list rental basis for the purpose of direct marketing. If at any time you no longer wish to receive anything from the Company or to have your data made available to carefully selected 3rd parties please write to:

Rémi Gruet, CEO

Ocean Energy Europe, Renewable Energy House

Rue d’Arlon 63-67, B1040 Brussels

Tel: +32 (0) 24 00 10 40, info@oceanenergy.eu

20. If for any reason part of these terms and conditions are unenforceable, the validity of the remaining terms and conditions shall not be affected.

21. Contracts between the Client and the Company shall be governed by Belgian Law and the Client and the Company submits to the exclusive jurisdiction of the Belgian courts.

22. The Client gives consent to The Company to carry out a credit search on the partners and directors of the organisation now ‘or at a future date. The credit search will be recorded by the agency and may be disclosed to subsequent enquirers.

23. In the first instance all enquiries should be directed to our CEO at the address above.