

Terms & Conditions for the Purchase of Goods and Services (“Conditions”)

1 INTERPRETATION

1.1 In these Conditions the following words have the following meanings: -

“Code of Conduct”	ExCeL London’s Supplier Code of Conduct , as amended from time to time;
“Contract”	the contract between the parties comprising (i) any written agreement or contract entered into between ExCeL London and the Supplier relating to the subject matter of the Order (ii) the Order and any documents specified therein, and (iii) these Conditions Should there be any inconsistency between the elements comprising the Contract, they shall have precedence in the order listed in this definition;
“Data Protection Legislation”	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;
“ExCeL London”	London International Exhibition Centre plc;
“Goods”	any goods (or any part or parts thereof) agreed in the Contract to be purchased by ExCeL London from the Supplier;
“Mandatory Policies”	ExCeL London’s business policies, as amended from time to time;
“Order”	ExCeL London’s Purchase Order or any other written request from ExCeL London to supply the Goods or the Services;
“parties”	ExCeL London and the Supplier and “party” shall mean one of them;
“Services”	means the services agreed to be provided by the Supplier to ExCeL London under the terms of the Contract;
“Specification”	means the technical or other requirements (if any) for the Goods or Services referred to in the Contract;
“Supplier”	the person, firm or company who accepts the Order; and
“UK Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 In these Conditions references to any statute or statutory provision shall be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced; and reference to the singular includes the plural and vice versa as the context admits or requires.

2 APPLICATION OF TERMS

2.1 The Contract applies to the entire exclusion of the Supplier’s terms or conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier’s quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.3 Each Order shall be deemed to be an offer by ExCeL London to purchase Goods and/or Services subject to the Contract and ExCeL London shall not be bound by the Order unless it is placed on ExCeL London’s official Purchase Order and the Supplier either expressly, by endorsing and returning to ExCeL London a copy of the Order, or impliedly by fulfilling the Order, in whole or in part accepts the offer within such period as may be specified in the Order or if no period is specified then performance within the time scale set out in Condition 6.2.

2.4 ExCeL London’s rights under these Conditions are in addition to any statutory rights.

3 QUALITY AND DESCRIPTION OF GOODS AND SERVICES

3.1 The Supplier warrants to ExCeL London that the Goods (and where applicable, the Services) will: -

- 3.1.1 conform as to quantity, quality and description stated in the Contract;
- 3.1.2 be of sound materials and workmanship and free from defects of design;
- 3.1.3 meet the Specification in all respects and be the same as any samples or patterns provided by either party and accepted by the other;
- 3.1.4 be capable of the standard of any performance specified in the Contract;
- 3.1.5 comply with all applicable statutory requirements and regulations relating to the manufacture, labelling, packaging, storage, handling, delivery and sale of the Goods, and/or the provision of the Services, at the time when the same are supplied;
- 3.1.6 be fit for any purpose indicated in the Contract (either expressly or by implication);
- 3.1.7 be provided with all due skill and care;
- 3.1.8 be provided in accordance with the Mandatory Policies and the [Code of Conduct](#) and
- 3.1.9 will be performed by appropriately qualified and trained personnel with all due care and diligence and to the highest standard of quality prevailing in the industry or profession within which the Supplier carries on business at the time of performance.

3.2 If the personnel identified by the Supplier become unavailable for whatever reason, the Supplier immediately undertakes to procure replacement personnel to perform the Services to the same or higher standard.

3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.4 The Supplier shall, in providing the Goods and/or Services, observe all health and safety rules and regulations and any other security requirements that apply at any of ExCeL London’s premises.

3.5 The Supplier shall not, in providing the Goods and/or Services, do or omit to do anything which may cause ExCeL London to lose any licence, authority, consent or permission upon which it relies.

4 INSPECTION AND TESTING

4.1 ExCeL London may inspect and test the goods at any time prior to delivery.

4.2 If the results of such inspection or testing cause ExCeL London to be of the opinion that the Goods do not conform or are unlikely to conform to the Order or to any Specification, ExCeL London shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition ExCeL London shall have the right to require and witness further testing and inspection.

4.3 The Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier’s obligations under the Contract.

5 INDEMNITY

5.1 The Supplier shall indemnify ExCeL London to the fullest extent permitted by law against all actions, suits, claims, demands, costs, charges, damages, losses and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) suffered or incurred by ExCeL London and/or for which ExCeL London may be liable to any third party due to, arising from or in connection with:

- 5.1.1 the negligent or wilful acts or omissions of the Supplier, its employees, agents or contractors in supplying, delivering and installing the Goods or performing the Services;
- 5.1.2 the breach by the Supplier of any provision of the Contract;
- 5.1.3 any defect in the workmanship, materials or design of the Goods or their packaging; and
- 5.1.4 any infringement or alleged infringement of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right for or relating to the Goods or the Services unless such infringement has occurred directly as a result of any specification supplied by ExCeL London.

5.2 Save in respect of the indemnity contained in this Condition 5, neither party shall be liable to the other for any indirect or consequential loss or loss of profit.

5.3 This Condition 5 shall survive termination of the Contract.

6 DELIVERY/PERFORMANCE

- 6.1 The Goods shall be properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport having regard to the nature of the Goods and other relevant circumstances. The Supplier shall off load the Goods as directed by ExCeL London.
- 6.2 The Goods shall be delivered, or the Services performed by the Supplier at the time or within the period specified in the Contract or, if no such time or period is specified, within 28 days after the date of the Order.
- 6.3 The Goods shall be delivered or the Services performed for ExCeL London at the address set out at the head of the Order or to or at such other place as may be specified in the Contract and in the manner specified in the Contract or as subsequently agreed in writing between the parties.
- 6.4 The Supplier shall invoice ExCeL London via email only (accountspayable@excel.london) quoting a valid purchase order number upon, but separately from, despatch of the Goods or delivery of the Services to ExCeL London.
- 6.5 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 6.6 Time for delivery of the Goods or performance of the Services shall be of the essence.
- 6.7 Unless otherwise stipulated by ExCeL London in the Order, deliveries shall only be accepted by ExCeL London in normal business hours.
- 6.8 If the Goods are not delivered or the Services are not performed on time and in accordance with the Contract then, without prejudice to any other rights which it may have, ExCeL London reserves the right to:
- 6.8.1 cancel the Contract in whole or in part;
 - 6.8.2 refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
 - 6.8.3 recover from the Supplier any expenditure reasonably incurred by ExCeL London in obtaining the Goods or Services in substitution from another supplier; and
 - 6.8.4 claim damages for any direct costs, losses or expenses incurred by ExCeL London which are attributable to the Supplier's failure to deliver the Goods or perform the Services.

7 RISK/PROPERTY

- 7.1 The Goods shall remain at the Supplier's risk until delivery to ExCeL London is complete (including off loading and stacking) when ownership of the Goods shall pass to ExCeL London.

8 PRICE AND PAYMENT

- 8.1 The price of the Goods and Services shall be stated in the Contract and unless otherwise agreed in writing by ExCeL London shall be exclusive of value added tax but inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods and any duties, taxes, imports or levies incurred by the Supplier.
- 8.2 ExCeL London shall pay the price of the Goods or the Services at the end of the month following the month of receipt of the relevant invoice unless stated otherwise.
- 8.3 ExCeL London reserves the right to set off any amount owing at any time from the Supplier to ExCeL London against any amount payable by ExCeL London to the Supplier.
- 8.4 ExCeL London shall pay any applicable VAT subject to receipt of a valid VAT invoice.

9 CONFIDENTIALITY

- 9.1 The Supplier undertakes that it shall not at any time during the Contract and for a period of three years after the last Order is fulfilled, disclose to any person any confidential information concerning the ExCeL London business (including but not limited to commercial know-how or initiatives, future shows, statistics, market research results or any other information of a commercially sensitive and confidential nature), affairs, customers, clients or suppliers of ExCeL London, which ExCeL London or its agents have disclosed to the Supplier or which the Supplier has obtained as a result of the Contract, except as permitted by Condition 9.2.
- 9.2 The Supplier may disclose ExCeL London's confidential information:
- 9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Supplier's rights or carrying out its obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives or advisers to whom it discloses ExCeL London's confidential information comply with this Condition 9. The Supplier shall remain liable for any breach of this Condition 9; and
 - 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 The Supplier shall not use ExCeL London's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract. In particular, the Supplier shall not use any confidential information obtained as a direct result of the Contract to secure a commercial advantage over ExCeL London.

10 INTELLECTUAL PROPERTY

- 10.1 Copyright or any other forms of intellectual property rights in all drawings, specifications and data supplied by ExCeL London to the Supplier shall at all times be and remain the exclusive property of ExCeL London but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition until returned to ExCeL London and shall not be disposed of other than in accordance with ExCeL London's written instructions, nor shall such items be used otherwise than as authorised by ExCeL London in writing.
- 10.2 ExCeL London shall own (and the Supplier shall procure that ExCeL London shall receive) all rights to any intellectual property relating to any results, designs, developments, ideas, discoveries or inventions designed, developed, made, produced or originated by the Supplier or any of its employees, agents or contractors whilst performing the obligations set out in the Contract.
- 10.3 The Supplier will observe all copyright in written material including computer software belonging to ExCeL London or any third party and the Supplier will not make any unauthorised copies of such material or software.

11 COMPLIANCE WITH RELEVANT LAWS AND POLICES

- 11.1 In performing its obligations under this Contract, the Supplier shall comply with:
- 11.1.1 all applicable laws, statutes and regulations in force from time to time, including but not limited to, the Modern Slavery Act 2015 and the Anti-Bribery Act 2010; and
 - 11.1.2 the Mandatory Policies.

12 INSURANCE

- 12.1 During the term of the Contract and for a period of three years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance, as appropriate, to cover any liabilities that may arise under or in connection with the Contract, and shall, on ExCeL London's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13 DATA PROTECTION

- 13.1 ExCeL London and the Supplier will comply with all applicable requirements of the Data Protection Legislation. This Condition 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Condition 13, "Applicable Laws" means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK.
- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, ExCeL London is the controller and the Supplier is the processor.
- 13.3 Without prejudice to the generality of Condition 13.1, ExCeL London will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 13.4 Without prejudice to the generality of Condition 13.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 13.4.1 process that personal data only on the documented written instructions of ExCeL London unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify ExCeL London of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying ExCeL London;
 - 13.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by ExCeL London, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 13.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 13.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of ExCeL London has been obtained, such consent may contain conditions that need to be met prior to such transfer
- 13.4.5 assist ExCeL London, at ExCeL London's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation;
- 13.4.6 notify ExCeL London without undue delay on becoming aware of a personal data breach;
- 13.4.7 at the written direction of ExCeL London, delete or return personal data and copies thereof to ExCeL London on termination of the Contract unless required by Applicable Law; and
- 13.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Condition 13 and allow for audits by or on behalf of ExCeL London and immediately inform ExCeL London if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 13.5 ExCeL London consents to the Supplier appointing a third-party processor of personal data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Condition 13 and which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between ExCeL London and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Condition 13.
- 13.6 ExCeL London may, at any time on not less than 30 days' notice, revise this Condition 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 14 TERMINATION**
- 14.1 ExCeL London may at any time and for any reason terminate the Contract in whole or in part by giving the Supplier not less than 10 days' written notice whereupon all work on the Contract shall be discontinued and ExCeL London shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of profits or any consequential loss.
- 14.2 ExCeL London may at any time by written notice to the Supplier terminate the Contract forthwith if: -
- 14.2.1 the Supplier commits a material breach of any of the terms and conditions of the Contract where such breach is incapable of remedy;
- 14.2.2 the Supplier commits a material breach of any of the terms and conditions of the Contract which is capable of remedy and fails to remedy the breach within 30 days of notice from ExCeL London specifying the breach;
- 14.2.3 any distress, execution or other process is levied up on any of the Supplier's assets or the Supplier enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Supplier's undertaking or assets;
- 14.2.4 the Supplier ceases or threatens to cease to carry on its business;
- 14.2.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of ExCeL London the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy;
- 14.2.6 in the opinion of ExCeL London, the Supplier is not compliant with the Mandatory Policies or the [Code of Conduct](#);
- 14.2.7 the Supplier is subject to a change of control such that in ExCeL London's reasonable opinion the Supplier is likely to have a conflict of interest or the ability of the Supplier adequately to fulfil its obligations under the Contract has been or is likely to be placed in jeopardy.
- 14.3 Termination of the Contract, however arising, will be without prejudice to the rights of ExCeL London accrued prior to termination. Terms or conditions, including any Condition, which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.
- 15 REMEDIES**
- 15.1 Without prejudice to any right or remedy which ExCeL London may have, if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract ExCeL London may exercise any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by ExCeL London: -
- 15.1.1 to rescind the Order;
- 15.1.2 to reject the Goods or Services (in whole or in part) and in the case of Goods return them to the Supplier at the Supplier's risk and cost on the basis that a full refund for such Goods shall be paid forthwith by the Supplier;
- 15.1.3 at ExCeL London's option to give the Supplier the opportunity at the Supplier's cost either to remedy any defect in the Goods or Services or to supply replacement Goods or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 15.1.4 to refuse to accept any further deliveries of the Goods or Services but without any liability to the Supplier;
- 15.1.5 to carry out at the Supplier's cost any work necessary to make the Goods or Services comply with the Contract; and/or
- 15.1.6 to claim such damages as may have been sustained in consequence of the Supplier's breaches of the Contract.
- 16 ASSIGNMENT AND SUB-CONTRACTING**
- 16.1 The Supplier shall not assign any of its rights or obligations under the Contract without ExCeL London's prior written consent.
- 16.2 ExCeL London may at any time assign any of its rights or obligations under the Contract.
- 16.3 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of ExCeL London. If ExCeL London consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 17 FORCE MAJEURE**
- 17.1 ExCeL London reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of ExCeL London including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes.
- 18 GENERAL**
- 18.1 Each right or remedy of ExCeL London under the Contract is without prejudice to any other right or remedy of ExCeL London where under the Contract or not.
- 18.2 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision of the Contract is deemed deleted under this Condition 18.2, the Supplier and ExCeL London shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.3 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.4 Any notice required or permitted to be given under the Contract shall be in writing and shall be delivered by hand or pre-paid first-class post or other next working day delivery service to the relevant party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- 18.5 Any notice shall be deemed to have been received:
- 18.5.1 if delivered by hand, on signature of a delivery receipt; or
- 18.5.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 18.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18.7 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.8 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 18.9 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 18.10 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 18.11 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.