

Products & Services Order Form

Instructions

1. Select the Services you require by specifying the quantity in the box provided.
2. Ensure you have read the Standard Terms and Conditions either on our website or as set out at the end of this Order Form, including those specific to your type of Service.
3. Complete all contact details on **Page 17**.
4. Draw out your stand on the Service Location Plan on the sheet and mark the Services required as per the instructions. *Please check the notes of your individual order to see if this applies to the Service, for example, water and waste connection or a telephone line.*
5. Complete all payment details on **Page 18**. **Please note prices are exclusive of VAT on our Price Lists.**
6. Send your completed Order Form to the Sales and Customer Support team at the contact details above.

Additional Products and Services to those listed below are available.

These include: **Rigging Points; Truss and Floodlight hire; advanced connectivity options; bespoke Mechanical Mains supplies;** and alternative **food items to suite dietary requirements.**

We also offer a range of Graphics products to help you customise your space and stand out in the hall.

Details regarding these services can be found on the Online Store using the link below. Alternatively, please speak to a member of the Sales and Customer Support team using the details above.

Contents

HARDWIRED INTERNET, CONNECTIVITY & EQUIPMENT HIRE	3
UTILITY SERVICES	4 - 5
ON-STAND SECURITY	6
HEALTH AND SAFETY	7
AERIAL CONNECTIONS, CROWD CONTROL & FLOOR WORK	8 - 9
STAND CLEANING SERVICES & SUPPLIES	10
STAND FOOD & DRINK	11 - 16
CONTACT DETAILS	17
PAYMENT DETAILS AND USE OF YOUR INFORMATION	18
SERVICES LOCATION PLAN	19
STANDARD TERMS & CONDITIONS	20 - 21

Did you know that you can **order online**? Click here or visit the link below:
<http://www.thenec.co.uk/exhibitors/order-services>

Advanced Price

We offer a 20% discount on orders placed up until 14 full days before the start of the Licence Period*.

Standard Price

Standard Price is applied on orders placed from 13 full days prior to the start of the Licence Period*, until the day before the Licence Period begins.

*Licence Period

The Licence Period begins the first access day for the “build-up”. This may be earlier than your own stand’s access.

Orders placed during the Licence Period are only accepted subject to assessment and will be surcharged 20% higher than the Standard Price.

Stand Plan

Some of our services are pulled from the floor prior to your arrival on site. Please submit a stand plan so that our teams will know where to install the cables/piping.

Without this information, the installation of your service(s) may be delayed or completed in an unsuitable location and this may have an adverse effect on the smooth set-up of your stand. Relocation of the service may incur an additional charge.

Date and Time

Some products require date/time selection for delivery, whilst others are booked on an hourly basis. It is essential that you provide this information in the boxes provided.

Please Note

Current products and prices are subject to availability and may change at any time. If no price is stipulated, the item is currently unavailable.

Exhibitor Online Portal

- Place your order online
- Additional product groups, including **Graphics**
- Detailed product information and images.
- Live chat a member of our friendly Sales Team
- Order at any time. Sign up to save your basket and return later
- View previous online orders to repeat next time

<http://www.thenec.co.uk/exhibitors/order-services>



t. 0844 338 8338
 i. 0044 121 767 2357
 f. 0844 581 1434
 p. The NEC, Birmingham, B40 1NT
 e. eventorders@thenec.co.uk
 w. thenec.co.uk/exhibitors

Stand Cleaning Services & Supplies

IMPORTANT INFORMATION

Upper Tier Stand Cleaning - Vacuuming of carpets, mopping of hard floors, emptying bins and wiping of table and counter surfaces to upper tier area of exhibition stand. Cost includes labour and materials.

Hire of Cleaning Operative - Hire of dedicated cleaning operative for general cleaning duties, glass cleaning, cleaning of stand fixtures and fittings and carpet cleaning. Rate includes materials.

Portering Service - Operative to assist with moving of small carryable items. Ideal for both build up and break down of your exhibition stand. Operative fully trained in manual handling and a provision of trolley is included.

Production Waste - Container Hire and Waste Disposal - For the disposal of waste generated as part of an exhibition stand demonstration or feature. Price includes the provision of a container, labour costs for delivery and collection and disposal costs. Requires the completion of a Waste Transfer note, this will be completed on site prior to the collection. Larger skips are available if required, please contact us for details.

Clinical Waste Disposal - For the disposal of clinical waste generated as part of an exhibition stand demonstration or feature. Price includes provision of bin, labour and disposal in line with all current waste legislation.

Hazardous Waste Disposal - For the disposal of hazardous and specialist waste. Price includes collection, storage and disposal in line with all current waste management legislation. Requires the completion of a Waste Transfer note, this will be completed on site prior to the collection. Please contact us for details.

<u>Cleaning</u>		<u>Advance Price</u>	<u>Standard Price</u>	<u>QTY</u>	<u>Value £</u>
Upper Tier Stand Cleaning - Up to 30m2	EA	£76.25	£76.25	<input type="text"/>	<input type="text"/>
Upper Tier Stand Cleaning - Over 30m2	EA	£113.30	£113.30	<input type="text"/>	<input type="text"/>
Cleaning Operative - 4 Hour Shift	HR	£75.20	£75.20	<input type="text"/>	<input type="text"/>
Portering Service - 4 Hour Shift	EA	£76.25	£76.25	<input type="text"/>	<input type="text"/>
Portering Service - 8 Hour Shift	EA	£152.45	£152.45	<input type="text"/>	<input type="text"/>
Portering Service - 12 Hour Shift	EA	£228.70	£228.70	<input type="text"/>	<input type="text"/>
Production Waste - Standard Bin Bag	EA	£10.55	£10.55	<input type="text"/>	<input type="text"/>
Production Waste - 120 Litre Food Waste Bin	EA	£13.95	£13.95	<input type="text"/>	<input type="text"/>
Production Waste - 120 Litre Glass Bin	EA	£13.95	£13.95	<input type="text"/>	<input type="text"/>
Production Waste - 240 Litre Wheelie Bin	EA	£63.35	£63.35	<input type="text"/>	<input type="text"/>
Production Waste - 240 Litre Raw Meat Waste Bin	EA	£81.40	£81.40	<input type="text"/>	<input type="text"/>
Production Waste - 1200 Litre Euro Bin	EA	£137.00	£137.00	<input type="text"/>	<input type="text"/>
Production Waste - 120 Litre Lockable Bin	EA	£13.95	£13.95	<input type="text"/>	<input type="text"/>
Clinical Waste - 5 Litre Clinical Waste Bin	EA	£45.35	£45.35	<input type="text"/>	<input type="text"/>
				Total	<input type="text"/>

VAT Reg No: 670 3116 63

The NEC, Genting Arena, Barclaycard Arena and The ICC are part of the National Exhibition Centre Limited.
 Registered Office: The National Exhibition Centre Ltd, The National Exhibition Centre, Birmingham B40 1NT (registered in England, number 979395).



To order online, visit:
<http://www.thenec.co.uk/exhibitors/order-services>

t. 0844 3388338
 f. 0844 5811434
 e. eventorders@thenec.co.uk
 p. The NEC, Birmingham, B40 1NT
 w. [thenec.co.uk](http://www.thenec.co.uk)

Contact Details (Please Complete in BLOCK CAPITALS)

Name of Exhibition		Hall No.		Stand No.	
Company Name		Stand Name			
Address					
Address					
Post Code		County / State			
City		Country			
Company Main Tel No			VAT Code		
Order Contact First Name			Order Contact Last Name		
Order Contact Email					
Order Contact Tel No		Position in Company			
<u>Onsite</u> Contact Name		<u>Onsite</u> Contact Number			

Order Summary

Event IT	£	
Main Services	£	
NEC Security	£	
Health and Safety	£	
Trades	£	
FoodToYou	£	
Total	£	
Surcharges	£	
VAT (Prevailing Rate)	£	
Grand Total	£	



To order online, visit:
<http://www.thenec.co.uk/exhibitors/order-services>

t. 0844 3388338
 f. 0844 5811434
 e. eventorders@thenec.co.uk
 p. The NEC, Birmingham, B40 1NT
 w. [thenec.co.uk](http://www.thenec.co.uk)

Use of Your Information

The NEC Group would like to contact you to provide details of our services, products, events or offers that we feel may be of interest to you. If you would prefer not to receive these emails, please tick the box below, or click "unsubscribe" in any of our emails.

Do not contact me with marketing information:

Please note:

(a) you have legal rights to object to the processing of your data for marketing purposes, and to object to any data processing carried out on the basis of our legitimate interests

(b) even if you tick the box above, we may still need to send you service communications in relation to your account or any tickets you purchase.

For more information about the companies within the NEC Group and how we use your information please see our [Privacy Policy](#).

Help Us to Help You

The NEC is committed to making it as easy as possible for our customers to order products and services from us. In order to help us achieve this more effectively please tell us where you heard about the products and services we offer:

Previous Visitor NEC Website Organiser Website On-line Manual
 Exhibitor Manual Recommendation Telephone Enquiry Email Enquiry

Are there any other products or services that you would like us to provide?

Should you have any further information that you wish to give us please email: exhibitorfeedback@necgroup.co.uk

Signature

The signatory declares that he/she has read and accepts the Standard Terms and Conditions and is duly authorised by the Customer to bind the Customer and make it subject to the rights and obligations as set out in this Agreement. Please indicate to confirm

Signature: Print Name: Date:.....

Payment Details

The Customer confirms that if it incurs call charges or fails to return any Equipment, the NEC may take payment in relation to such in accordance with the Standard Terms and Conditions using the payment method and details provided above.

Payment Method (please Indicate below)				Total Value of Order (With VAT added)		£	
Cheque (to be made payable to "The National Exhibition Centre Limited.")				Card Type:			
Card Holder's Name:				Start Date:		/	
Issue number:				Expiry Date:		/	
Card Number:							
Card Holder's Post Code				Please tick to authorise payment using the credit/debit card details provided.			



t. 0844 338 8338
i. 0044 121 767 2357
f. 0844 581 1434
p. The NEC, Birmingham, B40 1NT
e. eventorders@thenec.co.uk
w. thenec.co.uk/exhibitors

NEC Supply of Services Terms & Conditions

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF clause 8

1. INTERPRETATION

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. **Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 6. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 11.5. **Contract:** the contract between NEC and the Customer for the supply of Services in accordance with these Conditions. **Customer:** the person or firm who purchases Services from NEC. **Customer Address:** the service location of the Customer as detailed in the Order. **Deliverables:** the deliverables set out in the Order produced by NEC for the Customer. **Delivery:** the transfer of physical possession of the Equipment to the Customer at the Customer Address. **Equipment:** the items of equipment to be hired to the Customer as detailed in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it. **Hire Period:** the period of hire as set out in the Order. **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. **NEC:** The National Exhibition Centre Limited, registered in England and Wales with company number 979395. **Order:** the Customer's order for Services as set out in the Customer's completed Order Form supplied to NEC, the Customer's order provided to NEC via email or telephone, or overleaf, as the case may be. **Order Confirmation:** NEC's written confirmation of the Order. **Order Form:** NEC's standard order form titled 'Products and Services Order Form'. **Services:** the services, including the Deliverables, to be supplied by NEC to the Customer, including the hire of Equipment by NEC to the Customer, as set out in the Order Confirmation. **Specification:** the description or specification of the Services provided in writing by NEC to the Customer.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
(b) Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
(c) A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when NEC issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by NEC, and any descriptions or illustrations contained in NEC's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by NEC shall not constitute an offer, and is only valid for a period of 2 Business Days from its date of issue.

3. SUPPLY OF SERVICES

3.1 NEC shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 NEC shall use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 NEC shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and NEC shall notify the Customer in any such event.

3.4 NEC warrants to the Customer that the Services will be provided using reasonable care and skill.

4. ADDITIONAL TERMS APPLICABLE TO THE HIRE OF EQUIPMENT

4.1 NEC shall hire the Equipment to the Customer for use at the Customer Address during the Hire Period subject to the terms and conditions of this agreement.

4.2 Delivery

(a) Delivery of the Equipment shall be made by or on behalf of NEC. NEC shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 6 of this agreement.

(b) The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required NEC, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

4.3 Title, Risk and Insurance

(a) The Equipment shall at all times remain the property of NEC, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).

(b) The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Customer until such time as the Equipment is collected by NEC.

(c) The Customer shall give immediate written notice to NEC in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- ensure that the Order is complete and accurate;
 - co-operate with NEC in all matters relating to the Services;
 - provide NEC, its employees, agents, consultants and subcontractors, with access to the Customer Address and other facilities as reasonably required by NEC;
 - provide NEC with such information and materials as NEC may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - prepare the Customer Address for the supply of the Services;
 - obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - comply with any additional obligations as set out in the Order or Specification;
 - ensure that the Equipment is operated in a proper manner by trained competent staff in accordance with any operating instructions;
 - take such steps (including compliance with all safety and usage instructions provided by NEC) as may be necessary to ensure that the Equipment is at all times safe and without risk to health when it is being used;
 - make no alteration to the Equipment;
 - not move or attempt to move any part of the Equipment to any other location without NEC's prior written consent; and
 - allow NEC or its representatives access to the Customer Address for the purpose of removing the Equipment at the end of the Hire Period or on earlier termination of this agreement.
- 5.2 If NEC's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation.

(Customer Default):

(a) NEC shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays NEC's performance of any of its obligations;

(b) NEC shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the NEC's failure or delay to perform any of its obligations as set out in this clause 5.2; and

(c) the Customer shall reimburse NEC on written demand for any costs or losses sustained or incurred by NEC arising directly or indirectly from the Customer Default.

5.3 The Customer acknowledges that NEC shall not be responsible for any loss of or damage to Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify NEC on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this agreement.

6. CHARGES AND PAYMENT

6.1 The Charges for the Services shall be as detailed in the NEC price list which is in force as at the date of the Order Confirmation. In the event that prices are increased between the date of the Order and the date of issue of an Order Confirmation, NEC will notify the Customer of any price increase prior to confirming the Order.

6.2 The Charges shall become due for payment by the Customer immediately on the date of placing the Order. NEC shall supply the Customer with an invoice for the Charges at the same time as issuing the Order Confirmation to the Customer. Where the Customer has provided bank or credit card details with the Order, the Customer authorises NEC to take payment using the payment details supplied by the Customer immediately upon confirming the Order.

6.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by NEC to the Customer, the Customer shall, on receipt of a valid VAT invoice from NEC, pay to NEC such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.4 If the Customer fails to make any payment due to NEC under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above the National Westminster Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6.5 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). NEC may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by NEC to the Customer.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by NEC.

7.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on NEC obtaining a written licence from the relevant licensor on such terms as will entitle NEC to license such rights to the Customer.

8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Nothing in the Contract shall limit or exclude NEC's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, NEC shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use or corruption of software, data or information;
- loss of damage to goodwill; and
- any indirect or consequential loss.

8.3 Subject to clause 8.1, NEC's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 125% of the total Charges paid under the Contract.

8.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.5 This clause 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 48 hours of that party being notified in writing to do so;
- the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without limiting its other rights or remedies, NEC may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified to make such payment.

9.3 Without limiting its other rights or remedies, NEC may suspend provision of the Services under the Contract or any other contract between the Customer and NEC if the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d) or NEC reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

10. CONSEQUENCES OF TERMINATION On

termination of the Contract for any reason:

- the Customer shall immediately pay to NEC all of NEC's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, NEC shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- the Customer shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, then NEC may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;



t. 0844 338 8338
i. 0044 121 767 2357
f. 0844 581 1434
p. The NEC, Birmingham, B40 1NT
e. eventorders@thenec.co.uk
w. thenec.co.uk/exhibitors

(c) NEC's consent to the Customer's possession of the Equipment shall terminate and NEC may, by its (d) authorised representatives, retake possession of the Equipment and for this purpose may enter the Customer Address or any premises at which the Equipment is located;
(e) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
(f) clauses which expressly or by implication survive termination shall continue in full force and effect.

11. GENERAL

11.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings.

(a) NEC may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of NEC, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

11.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 Entire agreement.

(a) This agreement 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.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.8 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or commercial courier.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.8(a); 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 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.9 **Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.

11.10 **Governing law.** 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.

11.11 **Jurisdiction.** 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.

ADDITIONAL TERMS APPLICABLE TO SPECIFIC

SERVICES 1. BUILDING AND AERIAL SERVICES:

1.1 All floor fixings are of bolt type which allows for the supply of the bolt, fixing with plant in position and restoration of the floor at the end of the Event only. It is the responsibility of the Customer to carry appropriate tools to remove all bolts at the end of the Event. Any damage to the floor other than the original bolt hole will incur an additional charge to make the floor good. The floor fixing is not suitable for up thrust or pull out loads without provision of an appropriate anchor block. Standard fixings allow for bolts up to 75mm above floor for 8 and 10mm diameter and up to 150mm above floor, for all others. Longer bolts will incur further charges. Any bolt size or diameter that is not on the order form will have to be requested.

1.2 Floor pockets allow for cutting out of the pocket, concreting in of the required item, removal and restoration of the floor at the end of the Event.

1.3 Floor chases allow for cutting out of the chase for installation and burial of Customer's cable or pipe, which is screened with a lightweight cover for the open period of the Event which is removed at the end of the Event and the floor is restored.

1.4 Entry to Service Duct allows for cutting hole in the concrete wall of service duct to be made for installation of the Customer's pipe or cable and removal and restoration of duct at the end of the Event. This Service is only permitted for duct crossing where chases are employed.

1.5 Painting of stand areas allows for painting of exhibition stand with one coat of approved black floor paint. Where paint other than black is used the Customer must allow for repainting of the floor black at the end of Event. All floor paints will be finished to a solid condition and no extra coats will be applied a minimum of 12 hours painting and drying time is required with a minimum of 24 hours-notice of the commencement of the build as all floor paints should be complete before

1.6 The Television and Radio Aerials service allows for the installation, maintenance and removal of an aerial cable which terminates in a standard plug and a single connection on the stand. These items are supplied as single outputs only. Distribution on stands to be our/your nominated contractor when required.

2. EVENT IT

For the purposes of the provision of Event IT Services the Customer agrees and acknowledges that:

2.1 All call charges incurred by the Customer will be passed on in full to the Customer and shall be payable within 14 days of demand. All quoted prices exclude the cost of electricity used, which shall be payable by the Customer in full to NEC.

2.2 NEC will provide information to the Customer concerning the network settings required within Microsoft Windows.

2.3 No other services will be permitted to be attached to services provided without the written approval of NEC. Only BAPT approved apparatus can be connected directly to telecommunications circuits.

3. PIPEWORK/MECHANICAL MAINS

3.1 Pipework mains services include the installation, maintenance and removal of a supply pipe (and drain for water and waste), which terminates in a stopcock and one connection to the Equipment requiring the Service at a position on the stand as indicated on the customer's dimensional drawing. The main is not metered and the price includes the cost of water, air or gas used.

3.2 Additional connections off standard mains are only applicable at the price as set out on the Price List price where due consideration has been given to:

i) Length of pipe work runs (normally 1m max); and

ii) Safety of pipe work routing; and iii) Total capacity rating of standard main; and iv) Pressure drop limitation; and v) Waste systems generally limited to use on double units only.

4. CCTV CAMERAS TO STANDS

If the order involves the provision of CCTV cameras (the "Camera(s)") the following additional terms and conditions shall apply:

4.1 In this clause 4 "Build Period" means the period during which the Exhibition is being built; "Break Period" means the period during which the Exhibition is being dismantled and "Open Period" means the period between the end of the Build Period and commencement of the Break Period.

4.2 The Customer shall be required to submit a Service Location Plan (the "Plan") which clearly shows the location on its stand where it wants the Camera(s) installed on or by the date specified by NEC.

4.3 The Camera(s) will be installed as near as possible to the Camera locations marked on the Plan. During the Build Period, NEC shall agree with the Customer the specific location on its stand at which the Camera(s) will be installed.

4.4 NEC do not guarantee that the Camera(s) installed will provide full coverage of the Customer's stand or that they will record footage of all incidents that occur on the Customer's stand, as many factors, including the location of banners or displays on the stand, can limit the coverage which the Camera(s) provide. NEC will however show the Customer or an available representative at the stand at time of installation, the available field of view once the Camera(s) are installed.

4.5 The Camera(s) will be operational from the time of installation until commencement of the Break Period unless otherwise agreed in writing in advance.

4.6 The Customer acknowledges and agree that NEC will not continuously monitor the CCTV footage recorded by the Camera(s) (the "Footage").

4.7 At times when the Exhibition is closed to both visitors and exhibitors during both the Build Period after installation and the Open Period the Camera(s) will only record footage when they are activated by their motion detectors.

4.8 NEC will store Footage for a maximum period of 31 days after which the Footage will be automatically deleted unless it is required to deal with an on-going investigation or subject access request under applicable data protection law. NEC reserves the right to delete the Footage after a shorter period where this is required for operational reasons.

4.9 Subject to Clause 4.12, both parties acknowledge and agree that for the purposes of applicable data protection law, NEC is the sole data controller of any Footage.

4.10 NEC will provide the Customer with notice(s) that state CCTV surveillance is taking place on its stand. The Customer agrees to position these notice(s) on its stand so it/they are clearly visible to individuals being recorded by the Cameras. Where these notice(s) are not clearly visible, NEC reserves the right to reposition them or to cease recording without liability to the Customer.

4.11 The Customer acknowledges and agrees that it does not have an automatic right to view Footage and that it will only be entitled to access to Footage where (a) the Customer requires the Footage for the detection of a crime or for the investigation of a health and/or safety incident and (b) releasing the Footage to the Customer in NEC's reasonable opinion does not breach the data protection principles set out in applicable data protection law.

4.12 Where a copy of Footage ("Copy") is released to the Customer, the Customer shall become the data controller of that Copy and shall be responsible for ensuring that the Copy is used and stored in a manner that complies with applicable data protection law.

4.13 Under applicable data protection law, NEC may be required to provide access/copies of the Footage to third parties including but not limited to the police or individuals recorded by the Camera(s). The Customer acknowledges and agrees that NEC may provide Footage to third parties in such instances without obtaining the Customer's consent.

4.14 Where the Customer receives a written or oral request to view Footage recorded on the Camera(s) on the Customer's stand, the Customer will immediately notify NEC of this request and provide NEC with such information as it reasonable requires in respect of the request.