

# Exhibitor Services

## Terms and Conditions

(last updated March 2007)



The ICC ("ICC, Our, We, Us") is a trading division of the National Exhibition Centre Limited. This site is controlled and operated by the National Exhibition Centre Limited.

Please read these terms and conditions carefully, as it is important that you understand the contractual relationship you will be entering into by ordering through [www.theicc.co.uk](http://www.theicc.co.uk).

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### **Age Restriction**

In order to make a purchase you must be over 18 years old, be purchasing on behalf of a business and have the legal capacity to make the transaction.

### **Ordering**

You must submit your order no later than 3 days before the Event Start Date. Product/service information is included on the site and if there is anything that you do not understand, or if you require any further information, please contact [exhibitors@theicc.co.uk](mailto:exhibitors@theicc.co.uk)

## Prices

You will be charged the prices displayed, less any promotional offers, at the time of ordering. The prices shown on the site include delivery or installation charges where applicable. All prices are displayed exclusive of VAT. At checkout prices are quoted exclusive of tax, plus the tax amount and then a total. They are added together to form your final bill.

Whenever it is not acceptable to accept your order to buy products/services at the price indicated, we will advise you by email, offer to sell you the Products at the price stated in the email and will state the period for which the offer or the price remains valid.

We reserve the right to alter the price of products or services advertised without notice.

## Payment

Full payment must be made, by credit or debit card, at the time of ordering. Your card details will be processed and your account will be charged at the time of order. You must make sure that all the information you provide to us is true and accurate. Failure to supply the correct credit or debit card billing address information and/or cardholder details may result in delays to the issue of your order and may make the price(s) subject to increase. Please ensure that the details you give match those on your payment card billing statement. We also reserve the right to cancel orders after issue if payment is declined or incorrect cardholder details and billing information have been supplied. You accept financial responsibility for all transactions made under your name or account.


Payments are processed through a third party payment service provider. Upon processing a transaction, an electronic transaction confirmation will be sent to you from the third party service provider at the email address provided.

We will send you an Order Confirmation email, supplying you with your unique order number, order details and VAT breakdown. This Order Confirmation will act as your VAT receipt.

The ICC Online Ordering is a secure web site and all patron details are submitted over the internet using the **highest level of commercial encryption currently available (128-bit SSL)**.



To view details of our security certificate please [click here](#) or on the VeriSign Secured logo.

All our secure pages are clearly labelled, have a URL (address or location) that begins https:// and a padlock symbol  appears in the status bar at the bottom of your browser window.

You understand that our cumulative liability to you in connection with any order will not exceed the total price charged for the relevant items.

## Availability and Alternative Products

Products/services are subject to availability and prevailing market conditions. If any of the products/services you wish to order are not available, we will advise you by email, offer you alternative products/services similar to the products/services you have requested, which may be a different price and will state the period for which the offer or the price remains valid. You are under no obligation to accept such alternatives and may reject the alternative products/services at no charge to yourself in which case you will be issued with a full refund and in any event no later than 30 days after the intended delivery date.

## Acceptance

When we place products/services on the site we are inviting you to make an **offer** for their purchase. You do not make this offer until you press "Make Payment" at the shopping basket stage. Don't worry if you have made any mistakes in inputting any of your details, as we will give you the opportunity to correct any errors before you press "Make Payment".

Once you have pressed "Make Payment" you have made an offer to purchase the products or services. A contract is not formed until we accept your offer. **Acceptance** will only occur once we send you your e-mail confirmation. Once done there is a binding contract between you and us for the products or services.

## Equipment Hire

All Equipment is PAT tested. The prices quoted for hire of Equipment include delivery, assembly (stand alone units only) and collection charges to the stand. The period of hire for Equipment will be the total duration of the Event for which the Equipment is booked.

Ownership of Equipment remains the property of ICC at all times and you undertake not to sell or relinquish possession, alter, repair or modify it in any way.

You are responsible for the:

- electric supply required to operate the Equipment;
- safe and correct operation of Equipment (conforming with relevant legislation and the ICC operating and safety instructions) by persons not under the influence of alcohol or drugs;
- storage of the Equipment at the correct, normal operating temperatures;
- safekeeping of all Equipment including boxes and cartons from the time of delivery until it is collected or returned to us; and
- Equipment security until its collection by ICC;

No apparatus, other than those supplied by ICC will be permitted to be attached to the Equipment provided without the prior approval of ICC. Only PAT tested equipment may be connected to the Equipment.

Equipment is supplied at your risk and all damage or shortages are chargeable at the replacement cost.

It is your responsibility to insure the Equipment against loss or damage. Equipment will not be collected until the official close of the Event.

## **Delivery/Installation**

A delivery or installation date will be agreed with you at the time of placing your order. We will confirm the delivery or installation time and date when we send you an email confirming your order.

Delivery or installation will be made to the Hall and Stand Name/Number at the Event specified in your order.

All products/services will require a signature on delivery or completion of installation. If someone at the delivery address other than you signs for the products/services we are entitled to assume that person is authorised by you to do so.

We will do all we reasonably can to meet the agreed delivery/installation time and date. In the case of unforeseen circumstances, beyond the reasonable control of the ICC, we will contact you to arrange an alternative time or date or a full refund.

## **Liability**

We will not be responsible for any loss or damage caused to the products or services after the contract has been concluded. Otherwise, our liability to you shall be limited in contract and/or tort to the total value of the order only, unless we have been negligent and that negligence has caused death or personal injury.

## **Force Majeure**

We shall not be responsible for any failure in fulfilling all or any of our obligations under these Terms and Conditions by any circumstances of any nature that is outside our reasonable control.

## **Cancellation and Changes**

Changes can only be made by the person who made the order. If you wish to make a change to your order please see the individual Product Terms for details or alternatively you may contact the Event Management Team at [exhibitors@theicc.co.uk](mailto:exhibitors@theicc.co.uk). Please note that changes will only be accepted in writing no less than 7 days prior to the Event-In Date. Any changes will incur a charge.

## **Cancellation Policy**

If you wish to cancel this contract please contact the Venue Management Department at [exhibitors@theicc.co.uk](mailto:exhibitors@theicc.co.uk) or write to them at The ICC, Broad Street, Birmingham B1 2EA, stating the order number and giving your clear instruction that you wish to cancel the order.

Cancellations are subject to the following charges:

If you cancel your order at any point from the date of order up to 7 days before your Event-In Date, you will be subject to a 4% administration charge. Cancellations after this date will be non-refundable.

If an Event is cancelled you will be refunded your full order amount to the credit or debit card you made the original transaction with.

## **Faulty Products/Equipment**

If you believe the product(s) we have supplied to you are faulty, you should contact the Event Manager on the day of delivery, explaining what you believe is the problem. When we receive the item, we will investigate the fault and contact you to agree the most appropriate resolution.

In cases of faulty equipment we shall use our reasonable endeavours to repair or replace any faulty equipment.

In all cases any faults must be reported and agreed during the Event Period. Faults will not be recognised post Event under any circumstances.

## **Fraud**

Where there has been fraudulent use of your credit/debit card you have a right to cancel payment and be re-credited.

## **General**

All products and services are provided in accordance with the ICC Rules and Regulations. To view a copy please email [exhibitors@theicc.co.uk](mailto:exhibitors@theicc.co.uk). Products or services will not be supplied for the purpose for resale and are only supplied for your own use as a consumer.

## **Customer Services**

We suggest that you print off a copy of these Terms and Conditions for your future reference.

In the event that you are not satisfied with the products or services that you have received from The ICC or its appointed delivery services please contact:

Venue Management  
The ICC  
Broad Street  
Birmingham  
B1 2EA

Due to the perishable nature of some of our products/services please see individual Product Terms for details on time frames for complaints.

## **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts.

If any of these Terms is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms which will continue to be valid and enforceable to the fullest extent permitted by law.

## **Business Information**

National Exhibition Centre

Registered Office  
Birmingham  
West Midlands  
B40 1NT

Registered in England and Wales, company registration number 979395

VAT Number 670 3116 63.

## **Product Terms**

### **Telecommunications & Networks**

When ordering Telecommunications & Networks please ensure you have all dates, times and dimensional drawings necessary showing the position of services on the stands, which should be above or in close proximity to ducts/outlets to avoid surface obstructions. If such information is not made available the Services will be installed on a position decided by the ICC.

No other apparatus will be permitted to be attached to the Services provided without the approval of ICC. Only BABT approved apparatus can be connected directly to telecommunications circuits.

Call barring and special services will only be carried out upon written request.

### **Audio Visual**

### **Floral**

Floral orders may be amended up to 24 hours before the intended deliver date. To amend your order please contact [flowers@theicc](mailto:flowers@theicc) from 8am until 5pm Monday to Saturday on the contact details below.

Flowers may be delivered in the 'bud' to ensure longer life. Some flowers or plants may be harmful or poisonous, please contact [flowers@theicc](mailto:flowers@theicc) before submitting your order if you are concerned.

Due to the perishable nature of our Products and in order to assist us in resolving any complaints quickly and to our mutual satisfaction, we advise you to make any complaint within one working day of delivery or intended delivery.

## Contact Details

[flowers@theicc](mailto:flowers@theicc)

The ICC  
Broad Street  
Birmingham  
B1 2EA  
flowers@theicc.co.uk  
+44 (0)121 644 5069

## Stand Catering

### Returns

If you have any concerns or problems with Catering Services delivered to your stand please contact a member of the Catering Team in the Hall.

Please note that unless the goods are faulty, all items are non-returnable.

### Equipment

You shall be responsible for the safekeeping of all Equipment including boxes and cartons from time of delivery until it is collected. As Equipment are supplied at your own risk and damage and any or all shortages will be chargeable at the then current replacement cost. All breakages must be reported to the Hall Catering Manager immediately.

### Food Items

Products are supplied at a temperature appropriate to that food.

Unless otherwise requested all sandwiches will be made with butter and all platters will come appropriately garnished.

Food once delivered to the Stand must be handled and stored in accordance with Food Hygiene Legislation and the NEC cannot be held responsible for problems resulting from failure to comply with such legislation.

Non-refrigerated perishable items must be consumed within two hours. If food is refrigerated this limit can safely be extended to a maximum of four hours.

### Beverage Items

#### Licensing Act 2003

In accordance with UK Licensing Laws, it is an offence for any person under 18 to buy or attempt to buy intoxicating drinks. By placing an order for alcoholic beverages you are confirming that you are over 18 years old and have the legal capacity to make the transaction.

All alcoholic beverages must only be consumed by persons over 18 years of age and only within our licensed areas. Under no circumstances can alcoholic beverages be removed from our Venue.

### **Vintage Products**

Vintage wines are obviously limited in availability. Whilst we make every effort to ensure that the advertised vintage is the one we deliver, we cannot guarantee which vintage will be shipped to you. It is our policy to offer another vintage if the year listed is not available.

### **Contact Details**

Stand Catering Services  
Food & Beverage Team  
The ICC  
Broad Street,  
Birmingham  
B1 2EA  
+44 (0)121 644 5117

### **Additional Products & Services**

All Additional Products & Services are priced on application and subject to any additional terms and conditions notified to you at the time of ordering.

In cases of referrals we have no responsibility whatsoever for the services provided by the referred suppliers.