

# OLYMPIA EVENTS CLEANING SERVICES

**PLEASE NOTE THAT ANY ORDER RECEIVED BY OLYMPIA IS ACCEPTED ON THE UNDERSTANDING THAT FULL OLYMPIA TERMS AND CONDITIONS APPLY:**

OLYMPIA EVENTS Cleaning Services Terms & Conditions of Business:  
OLYMPIA provides Cleaning Services to the Customer within Olympia Events.

In ordering the Cleaning Services, the Customer:

- acknowledges and agrees to the terms of the Contract and to following these Terms and Conditions of Business;
- confirms that the person signing the Booking Form is duly authorised to do so and that their name appears on the list of the Customer's authorised signatories and the Customer certifies that the electronic signature will identify the signatory as authorised to approve and bind the Customer to the Contract.

## **CANCELLATION CHARGES**

Under Clause 4, in the event the Customer terminates the Contract by giving notice to OLYMPIA: less than forty eight (48) hours prior to the commencement of the Event Period, the Cleaning Services ordered will be charged at 25% of the full rate; less than twenty four (24) hours prior to the commencement of the Event Period, the Cleaning Services ordered will be charged at 50% of the full rate; from the commencement of the Event Period, the Cleaning Services ordered will be charged at the full rate;

## **1. INTERPRETATION:**

Terms defined in the Booking Form shall apply throughout these Terms & Conditions. In addition, the following terms shall have the following meanings:

- 1.1. "ASM" means SMG (UK) Limited T / A ASM Global with company registration number: 00821116 being a company appointed by OLYMPIA to provide venue management services for the site under the terms of a Venue Management Agreement
- 1.2. "Booking Form" means the form or online form submitted via the eShop which the Customer shall complete, sign and return to OLYMPIA with full payment in order to book the Cleaning Services and enter into the Contract with OLYMPIA;
- 1.3. "Cleaning Services" means the stand cleaning or waste removal services as detailed in the Booking Form or any bespoke service OLYMPIA has agreed to provide to the Customer;
- 1.4. "Contract" means the contract between OLYMPIA and the Customer of which the Booking Form and these Terms and Conditions form an integral part;
- 1.5. "Customer" means the Exhibitor/ Organiser or other user who is a party to the Contract and whose details are set out in page one of the Booking Form;
- 1.6. Data Protection Laws means the UK GDPR (with the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018); the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and any other data protection laws and regulations applicable in the UK (including, when applicable, the EU General Data Protection Regulation 2016/679 and any implementing legislation and regulation) and any codes of practice, guidelines and recommendations issued by the Information Commissioner or any replacement body
- 1.7. "eShop" means the OLYMPIA specialised e-commerce solution designed to enhance the exhibitor service experience and available on the OLYMPIA website;
- 1.8. "OLYMPIA" means Olympia Limited, company registration number 661157 and whose registered office is situated at Olympia Events Hammersmith Road, Kensington, London W14 8UX ;
- 1.9. "Event" means any exhibition and/or conference and /or other event to take place at Olympia Events in which the Customer will take part;
- 1.10. "Event Period" means the period during which the Organiser has occupation of Olympia Events, or parts thereof under the terms of a license agreement with Olympia Limited, (this will include the build-up and break-down days of the Event);

- 1.11. "Fees" means the fees payable by the Customer to OLYMPIA in respect of the Cleaning Services as detailed in the Booking Form;
- 1.12. "Force Majeure" means any necessary inspection, repair or replacement of any part of Olympia Events or any equipment or fittings and any event outside the Parties' reasonable control including, without limitation, any act or direction of government, act of terrorism, nuclear, chemical or biological contamination, fire, flood, storm, war, malicious damage, riot, industrial action, inaccessibility of transport links, failure of supply of power, fuel, communications, transport or other goods or services or breakdown of equipment; "Onsite Orders" means orders processed during the Event Period;
- 1.13. "Internal Contractors" means the pre-approved contractors and subcontractors OLYMPIA regularly use in the venue to provide Cleaning Services during events;
- 1.14. "Olympia Events" means the venue Olympia Events, Hammersmith Road, Kensington, London, W14 8UX as confirmed by OLYMPIA on the Booking Form;
- 1.15. "Organiser" means the organiser of the relevant Event at Olympia Events;
- 1.16. "Parties" means OLYMPIA and the relevant Customer whose details are set out in the Booking Form;
- 1.17. "Rate Card" means the list of standard rates set out on page one of the Booking Form and available on the eShop;
- 1.18. "Return Date" means the date on which the Booking Form has to be returned to OLYMPIA duly signed and dated or submitted online via the eShop;
- 1.19. "Service Order" means the order required to amend the Cleaning Services as detailed in clause 15.2 of the Terms and Conditions; and
- 1.20. "Standard Rates" means the rates for the provision of the Cleaning Services which are applicable to Customers who fail to return the Completed Booking Form with full payment before the Return Date as detailed in the Rate Card.

## **2. OLYMPIA OBLIGATIONS AND RESPONSIBILITIES:**

- 2.1. OLYMPIA may contract with Internal Contractors for the provision of the Cleaning Services under the Contract.
- 2.2. OLYMPIA:
  - 2.2.1. reserves the right to refuse provision of the Cleaning Services to the Customer until payment in full has been received. This condition applies to orders received before or during the Event;
  - 2.2.2. will use reasonable efforts to provide the Cleaning Services to exhibitor stand locations based upon floor plans provided by the Customer / Organiser. It is the responsibility of the Customer to notify OLYMPIA, in writing, of any changes;
  - 2.2.3. will use reasonable endeavors to ensure that the Cleaning Services will be completed for the opening time of the day Event on or before the date provided on the Booking Form;

## **3. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES:**

- 3.1. The Customer:
  - 3.1.1. will contact OLYMPIA to confirm that the contract has been received and agreed;
  - 3.1.2. will make payment of the agreed Fees in full including VAT at the time of placing the order.  
OLYMPIA reserves the right not to process any orders unless and until this condition is satisfied in full;
  - 3.1.3. shall comply with the Contract of which these Terms and Conditions form an integral part;
  - 3.1.4. will not attempt to resell any Cleaning Services provided by OLYMPIA unless explicitly approved by OLYMPIA and confirmed in an addendum to the Contract; and
  - 3.1.5. shall bring these Terms and Conditions to the attention of any of its employees, contractors and ensure these persons comply with them.

## **4. SERVICE CANCELLATION OR TERMINATION:**

- 4.1. OLYMPIA may terminate the Contract by verbal or written notice with immediate effect if:
  - 4.1.1. the Customer is in breach of any of its obligations under the Contract and/or the Terms and Conditions;
  - 4.1.2. the Fees have not been paid by the first day of the Event Period or any other payment is overdue for a period of more than fourteen (14) days;

- 4.1.3. due to an event of Force Majeure OLYMPIA is prevented, delayed or hindered (or OLYMPIA reasonably considers that it will be prevented, delayed or hindered) from carrying out any of its obligations under the Contract;
- 4.1.4. the Customer ceases or threatens to cease to carry on business;
- 4.1.5. the Customer (being a company) gives notice to its creditors or any of them that they have suspended or are about to suspend payment of they are unable to pay their debts within the meaning of Section 123 of the Insolvency Act 1986, or an order shall be made or resolution passed for their winding up or an administration order shall be made in respect of them, or the Customer shall become insolvent or shall make any assignment for the benefit of its creditors or have a receiver appointed of all or any part of the Customer's assets or take or suffer any similar action in consequence of debt;
- 4.1.6. the Customer (being a partnership or other unincorporated association) is dissolved;
- 4.1.7. the Customer (being a natural person) dies or becomes incapacitated or becomes bankrupt.
- 4.2. On notice of termination pursuant to clause 4.1 above all sums due in respect of the Cleaning Services shall become immediately due and payable to OLYMPIA (save with respect to clause 4.1.3 above in which case all prepayments already made by the customer under the Contract will be refunded);
- 4.3. In the event the Customer terminates the Contract by giving notice to OLYMPIA less than forty eight (48) hours prior to the commencement of the Event Period, the Cleaning Services ordered will be charged at 25% of the full rate;
- 4.4. In the event the Customer terminates the Contract by giving notice to OLYMPIA less than twenty four (24) hours prior to the commencement of the Event Period, the Cleaning Services ordered will be charged at 50% of the full rate;
- 4.5. In the event the Customer terminates the Contract by giving notice to OLYMPIA from the commencement of the Event Period, the Cleaning Services ordered will be charged at the full rate;
- 4.6. OLYMPIA shall have the right to suspend the Cleaning Services or any part thereof with immediate effect if there is reason to suspect breach of the Contract; and
- 4.7. The termination of the Contract shall be without prejudice to any other rights and remedies that OLYMPIA may have in respect of any breach of the Customer's obligations under the Contract.

## **5. LIMITATION OF LIABILITY:**

- 5.1. Neither party excludes or limits its liability to the other party in respect of death or personal injury which is caused by the other party's negligence or fraudulent misrepresentation;
- 5.2. OLYMPIA shall not be liable to the Customer for:
  - 5.2.1. any loss or damage, whether direct or indirect:
    - 5.2.1.1. of sales, business, production, operation, time, data or anticipated savings;
    - 5.2.1.2. of profit;
    - 5.2.1.3. of goodwill, revenue, contracts, or opportunity;
    - 5.2.1.4. from destruction, loss of use or corruption of software, data;
    - 5.2.1.5. of business interruption, expenditure of time by the Customer's personnel or contractors, wasted expenditure or liability to third parties; or
  - 5.2.2. any consequential or indirect loss (even if any such loss was reasonably foreseeable) suffered by the Customer howsoever caused;
- 5.3. Where a party brings an action or claim for negligence, breach of contract or otherwise, that party shall take all reasonable steps to mitigate its loss;
- 5.4. OLYMPIA provides the Cleaning Services to exhibitor stand locations based upon floor plans provided by the Organisers and other Customers. OLYMPIA accept no responsibility for changes to exhibitor stand locations. It is the responsibility of the Customer to notify OLYMPIA in writing of any changes; and
- 5.5. Without prejudice to or limiting OLYMPIA's right to receive payment for the Cleaning Services, OLYMPIA's entire liability for all claims arising out of or in connection with these Terms and Conditions and the contract shall not exceed the amount paid by the Customer for the Service.
- 5.6. Each party acknowledges and agrees that the limitations contained in this Clause 5 are reasonable in all the circumstances.

## **6. INDEMNITY:**

- 6.1. The Customer will indemnify, defend and hold harmless OLYMPIA and its directors, officers, employees of ASM providing the Cleaning Services, from and against any claims, suits, actions,

and proceedings from any and all third parties, and for payment of any ("Losses"), to the extent such Losses arise:

- 6.1.1. as a result of non-compliance by the Customer with its obligations under these Terms and Conditions;
- 6.1.2. from any and all claims by any of OLYMPIA's supplier's or service providers, or customers, the Customer's customers, clients, exhibitors, contractors or other third party end users in connection with any claims regarding content transmitted using the Service or a breach by the Customer of Data Protection Laws;
- 6.1.3. legislation, regardless of the form of action; provided, however, that the Customer will have no obligation to indemnify and defend OLYMPIA against claims for damages for personal injury or death caused by acts or omissions of OLYMPIA, its directors, officers, employees of ASM providing the Cleaning Services, subcontractors or OLYMPIA's gross negligence or wilful misconduct.

## **7. FORCE MAJEURE:**

- 7.1. In the event that the Event is cancelled or suspended as a result of an event of Force Majeure, neither party shall be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder; and
- 7.2. If following an event of Force Majeure OLYMPIA is unable to provide all or any of the Cleaning Services during the whole or any part of the duration of the Event, the Customer's rights shall be limited to the return of a corresponding proportion of the charges paid by them for such Cleaning Services.

## **8. PAYMENT:**

- 8.1. Unless previously agreed otherwise with OLYMPIA, payment in full, (including all bank charges), in Pounds Sterling must accompany all orders prior to delivery of any Cleaning Services. No Cleaning Services will be provided without payment being received in full by the first day of the Event Period;
- 8.2. The Fees and all other sums due under the Contract are expressed to be exclusive of VAT which the Customer shall pay at the prevailing rate at the same time as payment of the Fees and other charges;
- 8.3. Unless otherwise specified in the Contract, all payments under the Contract shall be paid directly into the OLYMPIA bank account, details of which are set out in the Booking Form;
- 8.4. Should OLYMPIA have formally agreed to delay payment by the Customer in accordance with an agreed payment schedule, the Customer shall pay any such monies due within fourteen (14) days following the date of the relevant invoice;
- 8.5. If any payment is overdue for a period of more than fourteen (14) days OLYMPIA may either suspend the provision of the Cleaning Services or terminate the Contract in accordance with clause 4.1.2.;
- 8.6. If the Customer fails to pay OLYMPIA on time, OLYMPIA may charge interest at 4% per annum above the base rate of Nat West Bank on any late payments. Such interest shall accrue on a daily basis from the due date until payment is received (whether before or after judgment);
- 8.7. OLYMPIA reserves the right to refuse to process any subsequent orders until payment for previous Cleaning Services has been received;
- 8.8. Standard Rates will apply to all orders received with full payment before the Return Date. Any orders received without payment or after the Return Date will be subject to a 20% surcharge on the Standard Rates. Onsite Orders will be subject to a 40% surcharge on the Standard Rates; and
- 8.9. If by any reason of any default on the part of the Customer it becomes necessary to initiate legal proceedings, the Customer shall pay all costs, expenses and the legal fees expended or incurred by OLYMPIA.

## **9. CONFIDENTIALITY:**

- 9.1. Each party agrees (subject to clauses 9.2, 9.3 and 9.4 below) not to:
  - 9.1.1. disclose any information which it receives from the other party and which is identified as confidential or proprietary by the other party or the nature of which is clearly confidential or proprietary ("Confidential Information"); or

- 9.1.2. make any use of such Confidential Information other than for the purposes of the performance of the Contract and these Terms and Conditions.
- 9.2. Each party may disclose Confidential Information received from the other to its responsible employees, consultants, sub-contractors, Internal Contractors or suppliers who need to receive such Confidential Information in the course of the performance of the Contract and these Terms and Conditions and who have entered into an agreement containing appropriate confidential provisions.
- 9.3. OLYMPIA may share information with ASM in connection with the provision of the Cleaning Services.
- 9.4. The confidentiality obligations in this clause shall not apply to any information which:
  - 9.4.1. is or subsequently becomes available to the general public other than through a breach by the receiving party; or
  - 9.4.2. is already known to the receiving party before disclosure by the disclosing party; or
  - 9.4.3. is developed through the independent efforts of the receiving party; or
  - 9.4.4. the receiving party rightfully receives such Confidential Information from a third party without restrictions as to its use.
- 9.5. Upon termination or expiration of the Contract and these Terms and Conditions each party shall return or destroy all Confidential Information obtained from the other party and all copies thereof.

#### **10. DATA PROTECTION:**

- 10.1. Both Parties undertake to comply with the Data Protection Laws and shall procure that its employees agents and subcontractors and in the case of OLYMPIA, employees of ASM providing the Cleaning Services, shall observe the provisions of the same.
- 10.2. The Parties acknowledge and agree that OLYMPIA is Data Controller (as defined in the Data Protection Laws) and Personal Data shall be processed in accordance with the OLYMPIA Data Protection Policy / Privacy which can be accessed using the following link [www.olympia.london/dpa](http://www.olympia.london/dpa)
- 10.3. OLYMPIA shares Personal Data with ASM, in connection with services ASM provides for Events and the data is handled by ASM on OLYMPIA's behalf and under specific contractual arrangements.
- 10.4. OLYMPIA may share Personal Data with the Internal Contractors for the purposes of providing, receiving and administering the Cleaning Services in the course of the performance of the Contract and these Terms and Conditions.

#### **11. NOTICES:**

- 11.1. Any notice or other communication required or authorised to be given under the Contract shall be in writing and may be served by personal delivery or by first class post to the address given in the Booking Form or such other address as OLYMPIA or the Customer shall have notified in writing to the other party.

#### **12. ASSIGNMENT:**

- 12.1. The Customer may not assign, transfer or charge or purport to assign, transfer or charge the Contract or any of its rights, liabilities or obligations under the Contract without OLYMPIA's prior consent; and
- 12.2. OLYMPIA may assign, transfer or charge any or all of its rights, liabilities or obligations under the Contract to another Cleaning Services provider without obtaining the Customer's consent.

#### **13. COMPLAINTS:**

- 13.1. Any complaints in respect of the provision of the Cleaning Services will only be accepted by OLYMPIA following due notification of such complaints in writing during business hours at the offices of OLYMPIA. Please also note that all claims, disputes and complaints must be brought prior to the end of the Event.

#### **14. DISPUTES:**

- 14.1. If any dispute arises in relation to the Contract, representatives of the Parties will negotiate promptly and in good faith in an attempt to resolve the matter between themselves. If the Parties are unable to resolve any dispute after negotiation, and if the Parties so agree, the matter shall be referred to mediation in accordance with the procedures laid down from time to time by the Centre for Dispute Resolution.

**15. MISCELLANEOUS:**

- 15.1. Save as expressly provided herein, the Contract shall operate to the entire exclusion of any other agreement or understanding of any kind between the Parties hereto preceding the date of the Contract and in any way relation to the subject matter of the Contract and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any other representations it would be unreasonable in law to exclude;
- 15.2. Any amendment to the Contract shall be in writing, signed by the Parties and expressed to be for the purpose of such amendment. In particular, any amendments or changes to the Cleaning Services will require a Service Order to be completed and signed by the Customer. Charges in respect of such rectified Cleaning Services will be payable in advance of the revised Cleaning Services being provided;
- 15.3. Nothing in the Contract shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties;
- 15.4. Unless otherwise stated herein, all rights, remedies and powers conferred upon the Parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the Parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power shall not be construed as a waiver thereof;
- 15.5. If any clause or part thereof of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof all of which shall remain in full force and effect; and
- 15.6. The Parties do not intend that the terms of the Contract and these Terms and Conditions should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to the Contract.

**16. LAW AND JURISDICTION:**

- 16.1. The Contract is governed by English law and the parties submit to the exclusive jurisdiction of the English Courts; and
- 16.2. Customers who violate systems or the security of OLYMPIA or any systems connected to the Cleaning Services may incur criminal or civil liability. OLYMPIA will co-operate fully with investigations of violations of systems or security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations.