

## LLA Procurement Portal - Terms of Use

### 1 About us

- 1.1 We are London Luton Airport Operations Limited, a company registered in England and Wales under company registration number 03491213. Our registered office is at Percival House 134 Percival Way, London Luton Airport, Luton, United Kingdom, LU2 9NU. Our VAT registration number is 715 9533 21.
- 1.2 Our subcontractor BravoSolution UK Ltd trading as Jaggear ("Jaggear") hosts and maintains this Procurement Portal on our behalf.

### 2 About our terms

- 2.1 These terms and conditions of use ("Terms") explain how you, the person accessing this procurement portal website ("Procurement Portal"), and the organisation you work for ("Bidder"), may use this Procurement Portal website and any of the contents and documents made available on it. These Terms apply between London Luton Airport Operations Limited ("we", "us" or "our"), you and the Bidder (together "you" or "your").
- 2.2 You should read these Terms carefully before using this Procurement Portal or submitting a bid ("Bid") in connection with a procurement exercise run by us using the Procurement Portal ("Tender"). By using this Procurement Portal you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using this Procurement Portal immediately.
- 2.3 If we notify you that a Bid has been successful and you will be awarded a contract in respect of the relevant Tender (a "Successful Bid"), you agree and acknowledge that that notification not constitute an offer by us capable of acceptance by you, or be deemed to form a contact between us and the Bidder. All Successful Bids shall remain subject to contract, until such time as we and the Bidder have agreed substantive contract terms in respect of the subject matter of the relevant Bid ("Substantive Contract").
- 2.4 If you have any questions about this Procurement Portal, please contact Jaggaer using the contact details found in the "help desk" section of this Procurement Portal.

### 3 Using this Procurement Portal

- 3.1 We make no promise that this Procurement Portal is functional or available for use at any time or from any particular location, including in locations outside of the UK. If you choose to access this Procurement Portal from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 3.2 The contents of this Procurement Portal have been written in English. If you choose to translate one or more pages on this Procurement Portal using any translation tool, please be aware that we have not undertaken the translation ourselves and we make no promise that the translation is correct or reliable.



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3.3 We try to make this Procurement Portal accessible. If you have any difficulties using this Procurement Portal, please contact Jaggaer using the contact details found in the "help desk" section of this Procurement Portal.

3.4 As a condition of your use of this Procurement Portal, you agree not to (without our permission):

- 3.4.1 download part or all of the content from this Procurement Portal (except for documents made available on our Procurement Portal by way of a download link), remove the copyright or trademark notice from any copies of such content; or alter any content downloaded from this Procurement Portal (except where we set out that you may input information and data into such documents for the purpose of submitting a Bid);
- 3.4.2 create a database in electronic or structured manual form by systematically downloading and storing any content from this Procurement Portal;
- 3.4.3 misuse or attack this Procurement Portal by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack),
- 3.4.4 attempt to gain unauthorised access to any part of our Procurement Portal, the server on which this Procurement Portal is stored or any server, computer or database connected to this Procurement Portal;
- 3.4.5 use this Procurement Portal in connection with any unlawful purpose; or
- 3.4.6 undertake any activity which disrupts the operation of this Procurement Portal or our business.

3.5 We may prevent or suspend your access to this Procurement Portal if you do not comply with these Terms or any applicable law.

#### 4 Account registration and password security

4.1 Some functionality and parts of this Procurement Portal are restricted to those users who create a user account.

4.2 We are not required to create a user account for you if you request one and we may refuse, terminate or suspend a user account at any time.

4.3 You must not give any one else your account details, and you must make sure that your password and any other account details are otherwise kept secure and confidential. If you believe that any other person has obtained access to your password or account details you must tell Jaggear as soon as possible using the contact details found in the "help desk" section of this Procurement Portal.

4.4 If you request the creation of a user account, you must provide us with accurate and complete registration information, and if there any changes to that information (including in particular your email address) you must tell Jaggear as soon as possible using the contact details found in the "help desk" section of this Procurement Portal.

4.5 If we have reason to believe there is likely to be a breach of security or misuse of this Procurement Portal through your user account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your user account.



4.6 The Bidder must immediately inform us (by email to Procurement.Team@ltn.aero) in the event that any of its employees, contractors or agents holding a user account cease to work for the Bidder or no longer require access to the Procurement Portal.

## 5 Accuracy of tender information & non-reliance

5.1 We do not provide any assurance or guarantee that the information contained on this Procurement Portal, in any communications we send to you in connection with a Tender or in any Tender Documents (together "Tender Information") is accurate or up-to-date. The information on which Tender Information is based may change rapidly at any time, and may be substantively different from position set out within the Tender Information. You should not rely on, or make any decisions based on, the Tender Information for any purpose, and if you do so, it is at your own risk. You should seek your own professional advice and analysis to confirm the accuracy of any Tender Information.

5.2 You agree and acknowledge that in respect of all Tender Information:

- 5.2.1 it is provided for your general information purposes only and to give a broad understanding of the commercial opportunities that we decide to Tender for, but has not been tailored to your specific requirements or circumstance and may contain errors and inaccuracies;
- 5.2.2 it shall not be deemed to constitute technical, financial or legal advice or assurance, or any other type of advice or assurance, to you;
- 5.2.3 all numbers, figures, and data set out in such Tender Information are estimates only based on current assumptions (which may not be accurate), and may need to be subject to further validation, refinement and change;
- 5.2.4 nothing set out in such Tender Information shall constitute a representation, promise, assurance, warranty or representation by us to you (and the Tender Information shall be separate from the terms of any Substantive Contract, which shall otherwise constitute the entire agreement between us and the Bidder in relation to its subject matter); and
- 5.2.5 we accept no duty of care to you in respect of the use of such Tender Information, and shall not be liable to you for any loss, liability or damage arising from your use of, or reliance on, the information set out in any such Tender Information.

## 6 Bidding

6.1 You agree that you are solely responsible for all costs and expenses you may incur in connection with each Bid or otherwise in relation to your use of this Procurement Portal.

6.2 You must ensure that all information submitted by you to the Procurement Portal and in connection with any Bid is true, accurate and not misleading (and immediately inform us if any information already submitted to us or to the Procurement Portal ceases to true or accurate, or becomes misleading).

6.3 In connection with each Bid, you must:

- 6.3.1 read all information set out on the Procurement Portal, all communications issued by us in connection with the relevant Tender, and all documents made available on the Procurement Portal which relate to the relevant Tender (together the "**Tender Documents**"), including any updates to those Tender Documents; and
- 6.3.2 adhere to all rules, requirements and deadlines set out in the Tender Documents.

6.4 You agree and acknowledge that (except as otherwise required as a matter of law):

- 6.4.1 we may change the rules, scoring methodology, requirements and deadlines ("**Tender Rules**") in connection with a Tender at any time by updating the Tender Documents;
- 6.4.2 whilst we will usually aim to do so, we are not required to apply or adhere to the Tender Rules in connection with a Tender (whether or not we have updated the Tender Documents), and the award of a contract in connection with the commercial opportunity which is the subject of a Tender ("**Tendered Opportunity**") shall be at our absolute discretion;
- 6.4.3 even if we inform you of a Successful Bid in connection with a Tender:
  - 6.4.3.1 we are under no obligation to enter into a substantive contract with you in connection with the relevant Tendered Opportunity; and
  - 6.4.3.2 we may decide to enter into a substantive contract in connection with the Tendered Opportunity with a third party (including other bidders to the same Tender);
- 6.4.4 we may withdraw or suspend a Tender at any stage (including after informing you of a Successful Bid);
- 6.4.5 we may recommence a withdrawn or suspended Tender at any Stage, and at our discretion make changes to the Tender Rules to accommodate such recommencement.

## 7 Infringing content

7.1 If you believe that any content displayed on, or which is otherwise available for download from, this Procurement Portal is inappropriate, defamatory or infringes intellectual property rights of another party, you should contact us as soon as possible at [Procurement.Team@ltn.aero](mailto:Procurement.Team@ltn.aero).

## 8 Your privacy, personal information & cookies

8.1 Your privacy and personal information are important to us. All personal information that you provide through the Procurement Portal is collected initially by our subcontractor Jaggaer, who host and maintain this Procurement Portal, and is made available to us and dealt with in line with our Privacy Notice available at <https://www.london-luton.co.uk/privacy-notice>. Our Privacy Notice explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

8.2 Jaggaer use "cookies" when you visit this Procurement Portal. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of the electronic device you use to access our Procurement Portal.



Cookies contain information that is transferred to your electronic device's hard drive. Details of the cookies Jaggear use are set out in Jaggear's Cookies Policy available at <https://www.jaggaer.com/cookie-policy/>

## 9 Your obligations in respect of personal information you provide to us

9.1 If you provide to us the personal data of any person in connection with your use of the Procurement Portal, you must ensure that you have in place all necessary consents, agreements and notices to lawfully permit you to provide us with that personal data, and for us to process that personal data in accordance with our Privacy Notice available at <https://www.london-luton.co.uk/privacy-notice>.

## 10 Ownership, use and intellectual property rights

10.1 The intellectual property rights in this Procurement Portal and in any Tender Documents, text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from this Procurement Portal (**Content**) are owned by us and our licensors.

10.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

10.3 Nothing in these Terms grants you any legal rights in this Procurement Portal or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on this Procurement Portal or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within this Procurement Portal or the Content.

10.4 Trade marks: "London Luton Airport", "LLA" and the logos incorporating those words which are displayed on this Procurement Portal are our trademarks. Other trade marks and trade names may also be used on this Procurement Portal or in the Content. Use by you of any trade marks on this Procurement Portal or in the Content is strictly prohibited unless you have our prior written permission.

11 You may not use our trade marks, logos or trade names except in accordance with these Terms.

## 12 Submitting information on this Procurement Portal

12.1 While we try to make sure that this Procurement Portal is secure, we do not actively monitor or check whether information supplied to us through this Procurement Portal is confidential, commercially sensitive or valuable.

12.2 Other than any personal information which will be dealt with in accordance with our Privacy Notice, unless otherwise expressly agreed by us in writing, you agree that information supplied to us through this Procurement Portal does not need to be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

## 13 Availability of this Procurement Portal & harmful viruses

13.1 We do not provide any assurance or warranty that this Procurement Portal will be fit or suitable for any purpose (including uploading information or Bid submissions at any specific time).



13.2 We may suspend or terminate access or operation of this Procurement Portal at any time as we see fit.

13.3 While we try to make sure that this Procurement Portal is available for your use, we do not promise that this Procurement Portal will be available at all times (including at any time you wish to submit a Bid or any information in connection with a Bid) or that your use of this Procurement Portal will be uninterrupted or error free.

13.4 We do not provide any assurance or warranty that this Procurement Portal, or any downloads from this Procurement Portal, are free from viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful. Your access to, and use of, this Procurement Portal and any downloads from this Procurement Portal is undertaken at your own risk. You should ensure that you use up-to-date, reliable and suitable anti-virus software on the device you use to access this Procurement Portal and any downloads from this Procurement Portal.

## 14 Confidentiality

14.1 Except as permitted in accordance with clause 14.2 below, you agree that you shall not at any time disclose to any person any:

14.1.1 Tender Information;

14.1.2 information concerning London Luton Airport's (**Airport**) security and access arrangements (including the location of any security vulnerabilities) or infrastructure details in respect of the Airport;

14.1.3 images or video recordings of any part of the Airport;

14.1.4 plans, schematics, diagrams, drawings or designs of any part, or all, of the Airport (or of any existing or proposed structure at the Airport);

14.1.5 information concerning our commercial arrangements, development plans, charges, business, affairs, suppliers, customers, personnel, technical or commercial know-how, specifications, inventions, processes or initiatives; or

14.1.6 information of ours which is labelled or specified as being confidential or secret, or which a reasonable business person would consider to constitute confidential information;

(together **Confidential Information**).

14.2 You may disclose our Confidential Information:

14.2.1 to such of persons working for the Bidder as need to know it for the purpose of preparing a Bid;

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or

14.2.3 if we provide you with advance written permission to disclose such Confidential Information (and only then to the extent set out in such permission).

14.3 For the avoidance of doubt, nothing in these terms shall prevent us from disclosing any of your confidential information if:

14.3.1 the information is already in the public domain;



14.3.2 disclosure is required by law or any regulatory body;

14.3.3 disclosure is to our professional advisers; or

14.3.4 disclosure is to our shareholders, the freeholder of the Airport or to a prospective operator of the Airport.

## 15 Hyperlinks and third party websites

- 15.1 This Procurement Portal may contain links to other websites owned or operated by parties other than us ("Third Party Sites"). Such links are provided for your convenience only. If you use these links, you may leave this Procurement Portal or, alternatively, the link and Third Party Site content may be framed within this Procurement Portal (and it may appear that you have not left this Procurement Portal). We have not reviewed all of these Third Party Sites or such framed content, and do not control, and are not responsible for their operation or for the content, privacy measures, or security of, those Third Party Sites.
- 15.2 These Terms only apply to your access to and use of this Procurement Portal only. If you use a Third Party Site which is linked to or framed on this Procurement Portal (such as our business partner websites), your viewing and use of such websites will be subject to separate terms and conditions to be entered into between you and the third party. We accept no liability for any loss or damage which may arise from your use of such third party sites. Before using a Third Party Site, you should review the individual privacy notices and terms of use on that Third Party Site.
- 15.3 We do not endorse or make any representations about the content or any products or services available on Third Party Sites. If you access Third Party Sites you do so at your own risk and we cannot be held liable for any loss or damage which may arise from access to, and use of, such sites.

## 16 Linking and framing

- 16.1 You may not create a link to our Procurement Portal from another website without our prior written consent. If we do provide such consent, you must ensure no such link:
  - 16.1.1 creates a frame or any other browser or border environment around the content of our Procurement Portal;
  - 16.1.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Procurement Portal without our permission;
  - 16.1.3 displays any of the trade marks or logos used on our Procurement Portal without our permission or that of the owner of such trade marks or logos; or
  - 16.1.4 is placed on a website that itself breaches these Terms.
- 16.2 If we request, you must immediately remove any link to this Procurement Portal at any time, and you shall immediately comply with any request by us to remove any such link.

## 17 Our liability to you

- 17.1 Nothing in these Terms shall exclude or restrict our liability for:
  - 17.1.1 death or personal injury caused by our negligence, or the negligence of our personnel;



- 17.1.2 fraud or fraudulent misrepresentation; or
- 17.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or;
- 17.1.4 any other liability which cannot be limited or excluded by any applicable law.

17.2 Subject to clause 17.1, we will not be liable to you in connection with your use of the Procurement Portal or otherwise in connection with a Tender or a Bid:

- 17.2.1 for any costs, claims, damages or losses which have arisen or have resulted from, either directly or indirectly, from:
  - 17.2.1.1 withdrawing or suspending a Tender;
  - 17.2.1.2 not awarding, or entering into, a contract in respect of a Tender or otherwise in connection with a Tendered Opportunity;
  - 17.2.1.3 any change to, or failure to apply, Tender Rules;
  - 17.2.1.4 any fault or unavailability of the Procurement Portal (including at any time prior to a deadline for the submission of a Bid); or
  - 17.2.1.5 your use of, or reliance on, any Tender Information;
- 17.2.2 whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:
  - 17.2.2.1 any indirect, special, incidental, consequential loss; or
  - 17.2.2.2 any loss of revenue, business contracts, anticipated savings or profits, goodwill, opportunity, business or wasted expenditure suffered by you, in each case whether direct or indirect, even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring it.

17.3 Subject to clause 17.1, our maximum aggregate liability to you for all liabilities incurred in connection with your use of the Procurement Portal or otherwise in connection with a Tender or a Bid whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, shall not exceed £10,000.

## 18 Events beyond our control

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

## 19 No third party rights

No one other than us or you has any right to enforce any of these Terms.



## 20 Variation

- 20.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 20.
- 20.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on this Procurement Portal and by continuing to use and access this Procurement Portal following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms prior to each use of this Procurement Portal to be kept informed of such variations.

## 21 Complaints

- 21.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible at Procurement.Team@ltn.aero.
- 21.2 The laws of England and Wales apply to these Terms and any dispute or claim arising in connection with them, and any dispute or claim arising in connection with these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

