

UCAS events terms and conditions

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Contents

Exhibitor and marketing terms and conditions	2
Exhibitor code of conduct	15
UCAS higher education exhibitions health and safety manual 2019	18
Allocation of exhibitor stand space	22
Terms and conditions for the provision of scanning services and supply of information to UCAS Media event exhibitors	24

Exhibitor and marketing terms and conditions

Exhibitions, Conferences and Subject Specific Events

All bookings made are accepted by UCAS Media Limited, a company registered in England and Wales under registration number 02737300, whose registered office is Rosehill, New Barn Lane, Cheltenham GL52 3LZ (“the Organiser”) on the following terms and conditions. The Company is a wholly-owned subsidiary of The Universities and Colleges Admissions Service (“UCAS”). You should ensure that you have read the following terms and conditions before completing your booking. The Organiser reserves the right to grant or refuse any booking at its sole discretion.

1. DEFINITIONS.

In these Terms and Conditions, the following definitions will apply:

“Booking”

Any means by which the Organiser permits bookings for Events, including Online Booking;

“Conferences”

UCAS Conference(s) for teachers and/or advisors, which may include an exhibition, and or individual marketing opportunities booked;

“Contract”

The Booking, Online Booking, these Exhibitor and Marketing Terms and Conditions, the Exhibitor Code of Conduct, Allocation of Exhibitor Stand Space Procedure, General Exhibitor Risk Assessment, the UCAS Higher Education Exhibitions Risk Assessment Guidelines and Insurance Certificates and any other relevant Event Information;

“Event”

Higher education exhibition(s), conferences, subject specific and/or general exhibitions, and or individual marketing opportunities booked;

“Event Information”

Any rules or regulations, issued in writing or otherwise and communicated by the Venue or Organiser, specific to a Venue or Event;

“Exhibition”

Higher education exhibition(s), subject specific and/or general exhibitions, and or individual marketing opportunities booked;

“Exhibition Stands”

The shell schemes and other structures provided by the Stand Contractor upon which the Exhibitor provides its Exhibits at the Events(s);

“Exhibitor”

Any person, firm, organisation, provider or company who has booked and received written

confirmation of Exhibitor Stand Space or a marketing opportunity in/at an Event irrespective of whether or not payment of the Fees was made at the time of Booking;

“Exhibitor Code of Conduct”

The UCAS Media Limited Exhibitor Code of Conduct at UCAS Events, as may be updated from time to time and which may be found at www.ucas.com/exhibitions or www.ucas.com/events;

“Exhibitor Stand Space”

The area at an Event Venue that constitutes the stand space purchased by an Exhibitor to conduct their marketing activity;

“Exhibits”

All items displayed on the Exhibitor’s stand including, without limitation, advertising banners;

“Fees”

The fee quoted for the purchase of Exhibitor and/or marketing services or products at UCAS Events(s);

“General Exhibitor Risk Assessment”

The General Exhibitor Risk Assessment which the Exhibitor is asked to agree during the booking process, a copy of which can be seen at www.ucas.com/exhibitions or www.ucas.com/events but which may be amended by agreement between the parties to reflect risks as may be appropriate;

“Merchandise” means any items offered for sale at an Event by an Exhibitor

“Online Booking”

The system for booking Events which can be found at www.ucas.com/exhibitions or www.ucas.com/events;

“Organiser”

UCAS Media Limited or its lawful assigns;

“Pre-event Information”

The Event information available on www.ucas.com/exhibitions or www.ucas.com/events, together with the documents that form the Contract;

“Relevant Legislation and Regulations”

All relevant laws and regulations in relation to the Exhibition(s), including but without limitation to the foregoing of the Offices, Shops & Railway Premises Act 1963, the Fire Precautions Act 1971, and the Health and Safety at Work Act 1974;

“Stand Contractor”

The approved contractor(s) appointed by the Organiser to erect any shell schemes on behalf of Exhibitors;

“Subscriber”

An Exhibitor being (i) a higher education provider *and* (ii) a customer of UCAS applications and admissions services, who books a Subscription.

“Subscription”

A Subscriber who pays a set fee to attend a certain number of higher education exhibitions.

“UCAS Additional Risk Assessment”

The UCAS Media Limited Exhibitions ‘Additional’ Risk Assessment, as may be updated from time to time, a copy of which can be found at:

- For higher education exhibitions: <https://www.ucasmedia.com/content/exhibitions-2019>
- For Create your future: www.ucasmedia.com/content/create-your-future-0

The Additional Risk Assessment must be completed by the Exhibitor if risks in addition to those contained in the General Exhibitor Risk Assessment are identified;

“UCAS Exhibitions Health and Safety Manual”

The UCAS Higher Education and Subject Specific (e.g. Create your future) Exhibitions Risk Assessment Guidelines and Insurance Certificates which may be updated from time to time, a copy of which may be viewed at www.ucas.com/exhibitions or www.ucas.com/events;

“Venue”

The premises that the Event is to be held at.

1. SIGNATORIES

The person, or persons, agreeing to these Terms and Conditions on behalf of the Exhibitor will be deemed by the Organiser to have the full authority of the Exhibitor to do so. The Exhibitor will have no right to claim against the Organiser that such person, or persons, did not have such authority.

2. TIME OF CONTRACT

Application for Exhibitor Stand Space must be made by completion of a Booking. Completion of the Booking constitutes acceptance of these Terms and Conditions, which shall apply immediately on completion of the Booking. However, for the avoidance of doubt and without prejudice to any other clause in these Terms and Conditions (including for the avoidance of doubt clause 4) it is expressly agreed that it is reasonable for the Organiser to make optimal use of any premises and try to accommodate as many exhibitors as possible and so the Organiser retains the discretion to vary the Booking once it has assessed the Venue, amount of space and allocation of the Exhibitor’s name to any particular part of the Exhibition floor plan or stand number, and (as appropriate) the Fee.

3. DURATION OF EVENT

The Exhibitor may exhibit only during Event hours, which shall include build-up and/or breakdown times. During Event opening hours, Exhibition Stands must be manned by the Exhibitor’s staff.

4. APPLICATION FOR EXHIBITOR STAND SPACE

4.1 The Organiser reserves the right to grant, refuse, cancel and reallocate any booking on written notice.

4.2 The position and area of Exhibitor Stand Space allotted shall be at the sole discretion of the Organiser.

4.3 The booking of Exhibitor Stand Space indicates the Exhibitor's acceptance of these Terms and Conditions. Where the means of booking used by an Exhibitor contains his/her own Terms and Conditions, these shall have no effect. The only Terms and Conditions that will be applicable to the contract will be those of the Organiser.

4.4 If booking to exhibit at a Conference, all conference exhibitor and sponsorship bookings must be made in writing using the Booking system (paper or Online Booking).

5. EXHIBITS

5.1 Subject to the terms of the Contract, the Exhibitor shall be entitled to display only those Exhibits and offer for sale only the Merchandise which are approved in writing by UCAS.

5.2 The Exhibitor warrants that the Exhibits and the Exhibition Stands shall comply with all Relevant Legislation and Regulations and any Venue standards.

5.3 The Exhibitor shall ensure that, in the opinion of the Organiser, no Exhibition Stand, display or other erection shall interfere with gangways, walkways, fire and emergency equipment, fire and emergency exits, the boundaries or other designated areas within the Event, or to cause any inconvenience to or intrusion onto any other persons, exhibitors or visitors whatsoever, or obstruct the light or impede the view along the open spaces or gangways, or to occasion inconvenience, or otherwise affect the displays of other Exhibitors. In the event that the Exhibitor does cause such interference then, on request by the Organiser, the Exhibitor shall cooperate in remedying the situation as soon as possible.

5.4 All Exhibitors should arrive in sufficient time to allow them to fully erect their stand and Exhibition materials, no later than one hour before the commencement of the Event.

5.5 The Exhibitor shall occupy the Exhibitor Stand Space allotted to them by the opening time on the first day of the allotted Event. Any Exhibitor failing to do so, shall be deemed to have cancelled the Contract. In this event, the terms relating to cancellation set out in clause 7 shall apply and the Organiser may resell or reallocate such space at its discretion.

5.6 Late arrivals must contact the event Organiser to make appropriate arrangements for the transportation and erection of their stands and Exhibition materials, as transportation of stands and materials through crowded areas may constitute a health and safety hazard.

5.7 Exhibitors will not be permitted to commence dismantling their display stands, or remove materials from the Exhibitor Stand Space area, until after the event has closed as transportation of stands and materials through crowded areas may constitute a health and safety hazard.

5.8 Exhibitor Stand Space allocated to an Exhibitor may not be assigned or sub-let to any other company, institution or organisation without the prior permission of the Organiser. In granting such permission the Organiser may impose such Terms and Conditions as appear to be necessary.

5.9 The Exhibitor shall indemnify the Organiser in respect of all claims arising from the use of the allotted Exhibitor Space, the Exhibits, and all representations and actions of the Exhibitor employees, consultants and sub-contractors during the Event.

5.10 No acceptance by the Organiser of the allocation of the Exhibitor's name to any particular part of the Exhibition floor plan, or stand number, will constitute any agreement warranty or representation by the Organiser that the Exhibitor is entitled to exhibit at the Venue or Event in such a particular space and stand number. The Organiser reserves the right, without any legal obligation to give notice to the Exhibitor, to alter the Venue layout of any Exhibition floor plan or position of any stand at any time within its discretion without any obligation to reimburse Fees or a portion thereof to the Exhibitor.

6. REMOVAL OF EXHIBITS

6.1 The Organiser reserves the right to require the Exhibitor to remove any Exhibit at an Event if the Organiser, in its absolute discretion, considers the stand;

- i. display exceeds the stand size limits as previously agreed;
- ii. to be libellous;
- iii. to be of an obscene nature;
- iv. to be likely to infringe the intellectual property rights or any other legal rights of the Organiser or a third party;
- v. to be undesirable or detrimental to the Exhibition, or to other fellow Exhibitors, or the general commercial interests of the Organiser or any other corporate entity, from time to time, forming part of the same group of companies as the Organiser; or is in any way in breach of the Contract or Relevant Legislation and Regulations;
- vi. contravenes the guidelines contained in the Event Information; or
- vii. If removal is necessary by virtue of a court injunction, court order or judgment or a recommendation or decision of Trading Standards.

Failure to comply will permit the Organiser to require the Exhibitor to either reduce the size of the display stand, or demand its total removal where this is not possible. Provided that in doing so, the Organiser shall be under no obligation to pay any compensation to the Exhibitor whatsoever.

6.2 By entering into the Contract the Exhibitor warrants to the Organiser that all designs and artwork on or relating to the Exhibitor's Stand and Exhibits, shall not infringe any trademarks, copyright, patents or other intellectual property rights of the Organiser or any third party whatsoever.

6.3 The Organiser reserves the right, within its discretion, to remove any employees, consultants or sub-contractors of the Exhibitor whom the Organiser considers to be acting undesirably at the Event.

7. REDUCTION OF EXHIBITOR STAND SPACE

7.1 Where an Exhibitor wishes to reduce the size of the Exhibitor Stand Space booked, after the acceptance of the Exhibitor's application for such Exhibitor Stand Space by the Organiser, written notice of such a wish must be sent to the Organiser by Recorded Delivery post or email.

7.2 The Organiser reserves the right to apply the scale of cancellation charges, as set out in section 10 to the total cost in proportion to the amount by which the original stand area is reduced.

7.3 If an event is subject to a sequential draw, then a subscribing provider may not purchase additional Exhibitor Stand Space at that event via the pay-per-event option.

8. STAND AND CONSTRUCTION SERVICES

8.1 The Exhibitor hereby acknowledges that the Organiser may appoint official Stand Contractors and, where directed by the Organiser, the Exhibitor must use the same company for the construction of the Exhibitor's stand.

8.2 The Organisers will appoint approved Stand Contractors for all structural work, including shell scheme construction. It is a condition of the Contract that the Exhibitor does not cause damage to any shell scheme or structure put in place by the Stand Contractor. Exhibitors occupying Exhibition Stands are responsible for the cost of making good, restoring or renewing any damage or dilapidation to the Exhibition Stands and other structures, floor coverings, light fittings, or any part thereof, whether caused by themselves, their agents or contractors or by any person or persons employed or engaged on their behalf by any such agent or contractor. Exhibitors are also responsible for the same damage or dilapidation caused by any visitors to their Exhibitor Stand Space. The cost of making good damage, together with any cost for clearing and cleaning items or waste left behind by the Exhibitor, will be assessed by the Stand Contractor, Venue and or Organiser and charged to the Exhibitor. The Organiser in conjunction with the Venue, will inspect every site before the stands are erected and after the stands have been dismantled. Dilapidations include (by way of example only) marks caused by paint, distemper, mortar or any other adhesive substance, bolt, screw or nail holes, battens, boarding, or any other material or substance attached or adhering to walls, floors or any parts of the Venue.

8.3 Without prejudice to the terms of the Contract, and subject to any further consent required for a particular Venue, the Exhibitor may request the contact details of the Stand Contractor from the Organiser so that the Exhibitor may separately agree any further requirements they have directly with the Stand Contractor.

8.4 The Organiser reserves the right to change or substitute the Stand Contractor at its sole discretion.

8.5 Exhibitors must ensure that all employees, contractors, subcontractors and agents in the course of construction and dismantling of their stands, and in the course of all work carried out at the Event Venue, ensure that all necessary steps are taken to comply with all Relevant Legislation and Regulations and Event Information.

8.6 Where the Organiser recommends the services of a contractor to the Exhibitor, it makes no representations to the Exhibitor as to the competence of the contractor, and accordingly the Exhibitor should satisfy itself as to the contractor's terms of business and to the contractor's competence or suitability to carry out the work proposed.

8.7 Where the Organiser requires that no Exhibitor may use any contractor except the one nominated by the Organiser, the Organiser has made every reasonable effort to ensure that the contractor is competent to carry out the work for which it has been nominated. However, the Organiser is in no way responsible for the work carried out by the nominated contractor and there shall be no deemed contract in existence between the Exhibitor and the Organiser with respect to the services of the nominated contractor. The Organiser shall be liable to the Exhibitor only to the extent of negligence in appointing a nominated contractor, and the Organiser's liability shall be limited to the lesser of the value of the contract between the Exhibitor and the independent contractor or the value of the total Exhibitor Stand Space charge actually received from the Exhibitor by the Organiser.

9. PAYMENT

9.1 The Exhibitor agrees to pay the Organiser the Fees in accordance with the payment terms of the invoice, or prior to the date of the Event (which ever date is first) www.ucas.com/exhibitions or www.ucas.com/events.

9.2 A £50.00 plus VAT administration charge is applicable if the Organiser is requested to re-issue an invoice due to a change(s) made to an existing booking by the exhibitor.

9.3 The Fees shall be paid by the Exhibitor either:

- i. On acceptance by the Organiser of the application contained in the Booking, either by Credit or Debit Card; or
- ii. Following completion of the Booking and acceptance by the Organiser of the application, the Organiser shall invoice the Exhibitor for the Fees. The Exhibitor will pay the Fees within 30 (thirty) days of the date of the invoice, and in any event not less than 7 (seven) days prior to the date of the Event. An Exhibitor will not be permitted to participate in an Event if full payment is not made 7 (seven) days prior to the date of the event;
- iii. In the event the Exhibitor fails to make payment in accordance with either sub clause (i) or (ii), the Exhibitor shall be deemed to have waived any and or all rights for space at the Event. In the event the Exhibitor wishes to re-book the same Exhibition Space then, provided it is available, the Exhibitor shall pay the Organiser the full outstanding Fee in advance together with an administration charge of £50.00 plus VAT.

9.4 All sums due under the Contract shall be paid by the Exhibitor without any set-off or other deduction.

9.5 All Fees are subject to VAT.

9.6 If booking to exhibit at a UCAS Conference, the Exhibitor Fee includes 2 (two) attendee/delegate places (or an agreed number) which will include refreshments, lunches, plenary sessions, breakout sessions and course materials. Limited evening meals and accommodation may be included for residential Conferences. Any delegates attending an Exhibition where delegate places are inclusive with this booking shall be subject to the visitor and delegate terms and conditions which can be found at www.ucas.com/events/eventterms.

10. SUBSCRIPTION

10.1 An Exhibitor can book a Subscription to attend a number of Exhibitions if they are a higher education provider that is a customer of UCAS applications and admissions services.

10.2 Subscriptions must be booked with four weeks of the Online Booking becoming available ("Subscription Period") and exclude Conferences, Create Your Future event and other Events which are not Exhibitions.

10.3 Subscribers will be allocated a single exhibition space for each selected Exhibition in accordance with the Contract.

10.4 Subscribers can request an upgrade of their Subscription during the Subscription Period but this is subject to availability and is not guaranteed. If the Organiser accepts the request, Subscribers will be allocated upgraded space approximately 4 (four) weeks after pay per Event is available for Booking.

10.5 Any bookings for Events made outside the Subscription Period will be charged at the pay per event prices detailed in the Pre-event Information.

11 CANCELLATION OF SPACE AND TERMINATION

10.1 If the Exhibitor wishes to cancel the Exhibitor Space then written notice must be forwarded to the Organiser by Recorded Delivery post or email, and any such notice shall be deemed duly served (not being a Saturday or Sunday or public holiday) 2 (two) days following the date of posting or sending.

11.2 In the event that an Exhibitor either wishes to cancel the Contract or part of the Contract, or has failed to meet any of the payment obligations in clause 9 (nine) (whether as to the amounts or dates of payment), as set out in these Terms and Conditions, then the Organiser reserves the right (but without being obliged to do so, and without prejudice to any other right or remedy available to the Organiser) to apply the following cancellation charges to the booking, and reallocate Exhibitor Stand Space to a third party:

Higher Education Exhibitions and Subject Specific Event (excluding Subscriptions)

- (a) 6 (six) months or more to the Exhibition: 10% of total Fees (plus VAT);
- (b) More than 3 (three) months and less than 6 (six) months prior to Exhibition: 50% of total Fees (plus VAT);
- (c) 3 months or less to the Exhibition: 100% of total Fees (plus VAT).

Higher Education Exhibitions Subscription

- (a) 6 (six) months or more to the Exhibition: 10% of total Fees (plus VAT);
- (b) More than 3 (three) months and less than 6 (six) months prior to Exhibition: 50% of total Fees (plus VAT);
- (c) 3 months or less to Exhibition: 100% of total Fees (plus VAT).

Individual Event(s) within Subscription

Should a Subscriber wish to cancel their attendance at an Event:

- (a) 3 months or more to the Event: £50 per shell scheme event; £25 per campus event
- (b) More than 1 (one) month but less than 3 months to the Event: £100 per shell scheme event; £50 per campus event
- (c) 1 (one) month or less to the Event: £150 per shell scheme event; £75 per campus event.

Conferences

- (a) 3 (three) months or more to the Conference: no charge
- (b) More than 1 (one) month and less than 3 (three) months to the Conference: 50% of total Fees (plus VAT);
- (c) 1 (one) month or less to Conference: 100% of total Fees (plus VAT).

11.3 No refund or part refund of accommodation or additional delegate fees will be given by the Organiser in the event that an Exhibitor cancels a booking or additional delegate place less than 30 days before an Event.

11.4 No refund or part refund of Fees will be given by the Organiser in the event of any non-attendance by the Exhibitor.

11.5 In the event the Organiser resells or reallocates the cancelled Exhibitor Stand Space (or the space by which it is reduced pursuant to the Contract) after payment of the cancellation charges, the Organiser shall be under no obligation to reimburse all or any part of the cancellation charges to the Exhibitor which relate to the Exhibitor Stand Space resold or re-allocated.

11.6 The Exhibitor shall not have claim against the Organiser in respect of any loss or damage whatsoever consequent upon the Exhibition failing (for whatever reason) to be held, or the Event Venue being or becoming wholly or partially unavailable for the holding of the Event for whatsoever reason.

11.7 The Organiser may terminate this and any other agreement with the Exhibitor at any time by notice to the Exhibitor if the Exhibitor:

(i) fails to make payment for the Exhibitor Stand Space allocated;

(ii) is in breach of these Terms and Conditions (or any other document or terms referred to herein), and the breach is incapable of being remedied within a reasonable time, or in the case of a breach capable of remedy within a reasonable time, the breach is not remedied within a reasonable time. Both the Organiser and the Exhibitor acknowledge that what constitutes a reasonable time will depend on the facts including the effect that the breach may have on both the Organiser and other Exhibitors. Depending on the circumstances it may be reasonable for the Organiser to require immediate remedy of the breach.

(iii) becomes bankrupt, commits any act of bankruptcy, goes into liquidation, has a Receiver or Administrator appointed in respect of any of its assets or anything which in the reasonable opinion of the Organiser is analogous to these.

12. ATTENDANCE AND OTHER EXHIBITORS

12.1 The Exhibitor acknowledges and accepts that the Organiser is not able to compel exhibitors to attend the Event, and that the Organiser shall not be responsible in any way whatsoever for the failure of all or any other contracted exhibitors to attend the Exhibition, or the failure of any number of attendees forecast to attend the Event (including breakout sessions/seminars if applicable), for any reason beyond the reasonable control of the Organiser.

12.2 The Exhibitor acknowledges and accepts that the opinions expressed by speakers are their own, and the Organiser cannot accept liability for advice given, or views expressed, by them.

12.3 The Exhibitor acknowledges that the Organiser has no liability whatsoever regarding the suitability of the Event to meet the Exhibitor's needs or the number of visitors to the Event. In the event that the number of visitors falls below an economically viable number, such number being in the Organiser's sole and exclusive opinion not being economically viable, then the Organiser may, at its

sole and exclusive discretion cancel the Event and retain all or part of the total Fees without further liability, including set off against other exhibitions, to the Exhibitor.

12.4 The Organiser shall not be liable to the Exhibitor in the event of the Event being rearranged, postponed or a substituted Venue for the Event being imposed by the Organiser.

12.5 The Organiser reserves the right to change the date or venue of any Event, no later than 21 days prior to the Event. Notification of any such change will be sent to each delegate, exhibitor and organisation no later than 21 days prior to the date of the Event. The Company's liability in respect of such change will be limited to a refund of the delegate, exhibitor and sponsor fees if so requested.

12.6 The Organiser shall endeavour to ensure that the published programme for an event is provided in advance. However, the Organiser reserves the right to alter published programmes and speakers at any time.

13. HEALTH AND SAFETY AND ALL LEGISLATION AND REGULATIONS RELEVANT TO THE EVENT

13.1 The Health and Safety at Work, etc. Act 1974 and all other Relevant Legislation and Regulations apply to the Event, and the Exhibitor must fulfil its obligations in respect of all such Relevant Legislation and Regulations and ensure that all parties employed or engaged by the Exhibitor also operate within them.

13.2 Exhibitors must ensure that all employees, contractors, subcontractors and agents in the course of construction and dismantling of their stands, and in the course of all work carried out at the Venue, have taken all necessary steps to comply with all Relevant Legislation and Regulations and are able to provide evidence if requested.

13.3 Any electrical equipment that is to be used by the Exhibitor at the Event must have been subject to a satisfactory portable appliance test and must be accompanied with a valid current test certificate. The Organiser may refuse the use of any electrical equipment that is not accompanied by such a certificate.

13.4 All materials used for building, decorating or covering stands must be non-flammable and comply with British Standards. Exhibitors must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

13.5 All Exhibitors are responsible for, and must ensure full compliance, with the Organiser's and Venue's Health and Safety policy.

13.6 All gangways, aisles, entrances, exits, lobbies and stairways at the Event Venue should be kept clean, unobstructed and not used for any other purposes than entry, exit or circulation of visitors to the Event.

13.7 All Exhibitors' representatives must keep within the boundaries of the Exhibitor Stand Space whilst promoting their organisation, and not encroach on to the Exhibitor Stand Space of other Exhibitors or into the walkways.

14. ASSIGNMENT

14.1 The Contract is personal to the Exhibitor and it shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Organiser.

14.2 The Exhibitor confirms it is acting on its own behalf and not for the benefit of any other person. If you are an agent booking on behalf of the Exhibitor, you confirm that you are acting on behalf of the Exhibitor and not for the benefit of any other person.

14.3 The Organiser may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under the Contract without the consent of the Exhibitor.

15. FORCE MAJEURE

15.1 Neither the Organiser nor the Exhibitor shall be in breach of this agreement nor liable for any failure or delay in the opening of an Event, or failure to perform any of its obligations under this agreement if that delay or failure is caused by circumstances beyond its reasonable control of either party (a Force Majeure event). Where such an event occurs, the obligations of the parties will be suspended for so long as the Force Majeure event continues.

15.2 Where the Event has started prior to the Force Majeure event, the Exhibitor must continue to observe the Relevant Legislation and Regulations and Event Information. This clause shall not operate so as to cause the Event to be opened or to remain open after the last scheduled day for the Exhibition.

15.3 In these circumstances the affected party shall be entitled to a reasonable extension of the time for performing its obligations, provided that, if the period of delay or non-performance continues for one month, the party not affected may terminate this agreement by giving 14 days' written notice to the other party.

15.4 The Organiser will not be obliged to reimburse the Exhibitor any payments made.

16. INDEMNITY

16.1 The Exhibitor shall fully and effectually indemnify the Organiser and keep the Organiser indemnified against any liability and all costs claims demands actions proceedings and losses whatsoever made against or incurred by the Organisers as a result of the Exhibitor exhibiting or advertising any goods or services at the Event or a breach by the Exhibitor of any third parties' intellectual property rights.

17. LIMITATION OF LIABILITY

17.1 Except in respect of any personal injury or death for which the Organiser may be liable at law, its total liability to the Exhibitor in respect of any breach of contract or negligence shall not in any circumstances exceed the total amount of any payment received by it from the Exhibitor for the Exhibition during which any loss arises.

18. INSURANCE AND EXCLUSIONS

18.1 The Exhibitor shall effect at its own cost full indemnity insurance, to a minimum amount of £10,000,000, against usual risks in respect of loss, damage, or injury to goods or persons, for the full duration of the Event.

19. PROMOTION AND REPRESENTATION

19.1 Whilst the Organiser will use its reasonable endeavours to organise and promote the Event in such a manner as it may consider appropriate, the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and, therefore, any statement made by or on behalf of the Organiser as to visitor projections or methods or timing of promotions shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

19.2 Any application for Exhibitor Stand Space or any acceptance thereof by the Organiser shall not be conditional on the presence, or location, of any other Exhibitor at the same or any other Event and any reference to such shall not apply to any contract between the Organiser and the Exhibitor for Exhibition Exhibitor Stand Space.

20. DATA PROTECTION

20.1 Personal data you supply to us as part of the Booking will be processed in accordance with the Data Protection Act 2018 and any re-enactment, amendment, extension or replacement from time to time. Our privacy policy sets out how we use your personal data and on what lawful basis we do so. It also contains other information with respect to your personal data.

21. GENERAL

21.1 Each right or remedy of the Organiser under the Contract is without prejudice to any other right or remedy of the Organiser under this or any other Contract.

21.2 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

21.3 No failure or delay by the Organiser to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

21.4 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person not a party to it.

21.5 The Contract contains all the Terms and Conditions which the Organiser has agreed in relation to the Contract and supersedes any prior written or oral agreements, representations or understandings between the parties relating to the subject matter of the Contract. The Exhibitor acknowledges that the Exhibitor has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Organiser which is not set out in the Contract.

21.6 Nothing contained in the Contract, and no action taken by the parties pursuant to the Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

21.7 Any notice hereunder shall be in writing and shall be served by hand or post to the registered office for the time being of the party on which it is to be served unless stated otherwise in these Terms and Conditions.

21.8 These Terms and Conditions shall be governed by and construed in accordance with the law of England and each party agrees to submit to the exclusive jurisdiction of the courts of England.

Exhibitor code of conduct

Who does this apply to?

This code of conduct forms part of the Exhibitor terms and conditions and apply to exhibitors or organisations/sole traders of any background who are booking to exhibit at an exhibition or conference or marketing opportunities.

INTRODUCTION

UCAS organise a network of Events across the UK for prospective students to receive information, advice and guidance regarding their future education and career opportunities from a wider range of institutions and organisations. In order to ensure that students' needs are at the heart of the Events, and that all exhibitors are able to effectively engage with students, it is necessary to require all exhibitors to adhere to the following code of conduct. The code of conduct has been agreed jointly between UCAS and HELOA.

STAFFING

- All members of staff who will be attending or working on the Events should see a copy of the Code of Conduct and be able to comply fully. They should display a high standard of professionalism in their work and offer information, advice and guidance effectively and with integrity.
- Exhibitors should provide appropriate personnel to staff the stand, adequately trained with sufficient knowledge to offer quality representation of their institution or organisation. Pre-event information should be passed on to those attending the Event.
- Please carefully consider the number of staff working at each Event. All staff should be able to comfortably work within the allocated space provision. UCAS recommends no more than two staff for a 2m x 1m stand, three people for a 3m x 2m/3m x 3m stand, four people on a 4m x 3m and 5m x 3m stand, six people for 6m x 2m/6m x 3m stand and eight people on a 6m x 6m stand. Any additional staff may be asked to leave if the health, safety or comfort of visitors or other exhibitors is compromised.
- Seminars are delivered on an impartial basis. To uphold the Events' impartiality, those asked to deliver a seminar at the Event must ensure their presentation delivers general advice and guidance, and not be perceived to deliver an unfair bias towards a particular HE provider, organisation or company. Any presenter who does not support impartiality will be prohibited from delivering seminars at future Events.
- Exhibitors should inform UCAS and the Local Event Organiser if they are unable to attend an Event. Many Events are at capacity with a waiting list of exhibitors. Non-attendance at Events, without prior notice, may jeopardise participation at future Events.

MARKETING MATERIALS

All promotional material should be relevant and provide a balanced view of the organisation it represents.

Unless a specific stand size has been booked the standard provision of space is:

- Shell scheme: 3m x 2m. Furniture will not automatically be provided – you can order furniture options when booking.
- Campus Events: 2m x 1m. Furniture will not automatically be provided – you can order furniture options when booking.
- Specific stand sizes and locations are selected when booking stands at the Create your future exhibitions. Furniture will not automatically be provided – you can order furniture options when booking.

Display stands and all materials must be of the appropriate dimensions to fit within this space allocation without obstructing the aisles or neighbouring stands. Storage space at Campus Events is minimal therefore all banner stands/prospectus storage must be kept within the stand area and must not obstruct neighbouring stands/aisle space or cause trip hazards. **If the stand size exceeds the provided space allocation exhibitors will be asked to dismantle/adjust their display materials to fit within the allocated space.**

DURING EVENTS

- Exhibitors should arrive and set up in sufficient time before the opening of the Event and not to depart until the Event has officially closed. Exhibitors are required to remain at the Event for the duration of the opening times to ensure that all visitors have fair access to information and advice.
- Stands must not be dismantled whilst visitors remain in the hall for health and safety reasons.
- Exhibitors must remain on their stand throughout the Event and must not carry out any promotional based activity in the gangways or between stands. This is for the purposes of both health and safety and to ensure students are able to access a range of information, advice and guidance.
- Exhibitors should not come off their stand when trying to get visitor attention or to have a discussion with the visitor. Please ensure you are stood on your stand so that the aisles are clear.
- Information, advice and guidance must not be to the detriment of other exhibitors.
- Trolleys/cases cannot be brought onto the exhibition floor during event opening hours.

UPHOLDING THE CODE OF CONDUCT

UCAS and HELOA recognise that exhibitors work hard to ensure that they are able to comply with the code of conduct and in the unlikely event that issues arise, any concerns will be addressed quickly.

Any exhibitor, local Event organiser or visitor with concerns should initially raise these with the

UCAS Representative present at the Event. The UCAS Representative will liaise with the relevant exhibitor(s) in order to seek a resolution. All issues raised will be logged and reviewed regularly by UCAS and HELOA. If issues arise repeatedly, the individual with overall responsibility for UCAS Events at the institution/organisation will be notified and appropriate resolution sought.

Attendance at future Events will be jeopardised if the code of conduct is not upheld.

If concerns relate to serious health and safety issues, the UCAS Representative (or Local Event Organiser) will take any immediate steps required to ensure the health and safety of staff, exhibitors and visitors.

Outside of Events, UCAS can be contacted via events@ucas.ac.uk

UCAS Exhibitor Health and Safety 2019

UCAS/UCAS Media, Rosehill, New Barn Lane, Cheltenham, Gloucestershire GL52 3LZ
Tel: 01242 544 808 Email: events@ucas.ac.uk

Contents

- Exhibitor responsibilities – risk assessments and guidelines
- Exhibitor risk assessment
- Contractor, constructed, and space only stand guidelines
- UCAS external contractors
- UCAS: public and employers' liability insurance
- Formula Exhibitions: employers' and public liability insurance

The safety of event exhibitors and visitors is paramount. As a result, UCAS has compiled this manual to guide you through your event activities.

Please read the manual and supporting documents and pass on to anyone involved in attending a UCAS higher education exhibition.

EXHIBITOR RESPONSIBILITIES – RISK ASSESSMENTS AND GUIDELINES

An exhibition stand is a workplace covered by health and safety legislation. As the exhibitor, it is your responsibility to ensure a suitable and sufficient risk assessment is completed prior to your attendance, and adequate insurance is in place. Failure to do so could lead to delays, ultimately, the closure of your stand.

When completing your online booking to exhibit at the UCAS network of HE exhibitions, you will be prompted to accept a **General Exhibitor Risk Assessment**, which is available to download from our website:

- For higher education exhibitions 2019: <https://www.ucasmedia.com/content/exhibitions-2019>
- For Create your future 2019: www.ucasmedia.com/content/create-your-future-0

To supplement the **General Exhibitor Risk Assessment**, you will also be required to answer some additional health and safety questions during your online booking (as shown on the following page). By completing that second stage, you will be agreeing, on behalf of your organisation/course provider, that you and any member of staff representing your course provider/organisation will implement the relevant control measures outlined to prevent such risks from occurring. Your answers will also inform UCAS if the **General Exhibitor Risk Assessment** is sufficient for your planned activities, or if further details are needed. If further information is needed, you must then complete the **Additional Risk Assessment** form that is also downloadable from our exhibitions and Create your future websites.

UCAS is required to collect this information from all exhibitors to comply with health and safety

regulations imposed on us by all exhibition venues.

Should a course provider/organisation wish to conduct their own risk assessment, this should be done as a supplementary exercise to the assessment below, and a copy sent to the organiser immediately.

For the Create your future event, exhibitors must complete additional risk assessments for the following activities (if applicable):

- **Performances on main stage**
- **Buskers stage performance**
- **Interactive workshops**
- **Any other additional activities (please discuss with the organiser)**

EXHIBITOR RISK ASSESSMENT

An exhibition stand is a workplace covered by health and safety legislation. As an exhibitor, it is your responsibility to ensure a suitable and sufficient risk assessment is completed prior to your attendance. Failure to do so can lead to delays or ultimately, the closure of your stand.

As part of completing your online booking, you are required to acknowledge that you will implement appropriate control measures to reduce the risk of injury on and around your stand. UCAS has completed an **Exhibitor General Risk Assessment** which highlights the associated risks of exhibiting for our exhibitors to use, if they deem it to sufficiently cover all aspects of their activity at our events.

When submitting your online booking, you will be asked to agree on behalf of your organisation/course provider that you and any member of your staff will agree to comply with the **Exhibitor General Risk Assessment**, and that you and your staff will implement the necessary control measures outlined to prevent such risks from occurring. It is only intended to cover the period of time from arriving at the venue, to the point at which you leave. **If you disagree with any of the items listed in the first or second part of your risk assessment, you must advise UCAS immediately and submit a suitable alternative.**

When submitting your booking, please ensure:

- 1) you have carefully read the General Exhibitor Risk Assessment
- 2) you retain one copy of the General Exhibitor Risk Assessment for your records
- 3) a copy of the General Exhibitor Risk Assessment and Additional Risk Assessments where relevant are passed on to all staff members representing your course provider at a UCAS exhibition.

The control measures in the General Exhibitor Risk Assessment are in place to provide a safe environment for all exhibitors, staff, and visitors attending the UCAS exhibitions. This risk assessment, while by no means exhaustive of the potential hazards, should highlight the key hazard areas associated with events of this nature.

If you answer 'YES' to any of the questions when booking, or have a complex stand, you must complete an additional Risk Assessment, template downloadable from:

- For higher education exhibitions 2019 <https://www.ucasmedia.com/content/exhibitions-2019>
- For Create your future 2019: www.ucasmedia.com/content/create-your-future-0

Additional risk assessments must be sent to UCAS immediately after submitting your booking (or at the latest, one month prior to your first event) via the health and safety section of your ENet account):

Does your stand include any of the following? [Yes/no answers for all]

- a) Lifting heavy products * * Please note the definition of 'heavy' is subject to your own interpretation. A specific risk regarding lifting is detailed within the General Exhibitor Risk Assessment, which refers to manual handling lifting guidelines. If your organisation/course provider believes these guidelines are insufficient for your staff to lift exhibition materials appropriately, then you should click 'yes' and complete your own risk assessment regarding manual handling.
- b) Working at height (using ladders or platforms)
- c) Display of anything containing liquid, fuel or flammable and explosive substances
- d) Display of sharp objects, weapons (even replica weapons)
- e) Demonstrations of any kind i.e. anything hands on for either the exhibitor or visitor.
- f) Working electrical appliances other than simple display lighting/laptops or PC's that are powered using appropriately tested standard three pin UK plug.
- g) Food service of any kind.
- h) Heat source of any kind including cookery demonstrations, naked flame or gel burners
- i) Working machinery of any kind even if static
- j) Using power tools during the build-up/breakdown
- k) Any portable appliances that have NOT been PAT tested. All portable appliances on display must bear a PAT test certificate if over 1 year old
- l) Use of chemicals
- m) Any other hazard not identified about which could be a risk.

CONTRACTOR, CONSTRUCTED, AND SPACE ONLY STAND GUIDELINES

If your course provider/organisation is using external contractors to build or install your stand at any of the venues, you should ensure you obtain a risk assessment from them and submit the following to the organisers from all contractors:

- risk assessment
- method statement (if a complex structure or space only)
- scale drawing (if a complex structure or space only)

These should be forwarded to the organisers at least six weeks prior to the relevant event(s).

Additional Risk Assessments are on the UCAS exhibitions website, which your external contractors may use as a template.

For more advice, please contact the organiser of the event for which you will have a space only stand.

UCAS EXTERNAL CONTRACTORS

Approved contractors' commitment to safety:

UCAS works in close collaboration with all contractors to ensure safety is considered paramount for all staff and visitors involved in the event. Please see the following pages for the contact details, risk assessment, public liability insurance, and employers' liability insurance certificates of our main contractor employed to deliver core services at events.

Formula Exhibitions Limited

Company number: 01847611

Unit G9

Elvington industrial Estate

Elvington

York

YO41 4AR

01904 608855

formula@btconnect.com

Allocation of exhibitor stand space (Higher Education Exhibitions only)

UCAS Events, in conjunction with Local Event Organisers, will endeavour to accommodate all exhibitors at education exhibitions of their choice and in accordance with their specified level of participation.

In the event of some venues not being able to accommodate all exhibitors, a mechanism based on a priority and sequential draw system has been agreed with UCAS and HELOA whereby space is allocated fairly and in line with perceived priorities on behalf of both visitors and exhibitors.

SHELL SCHEME EXHIBITIONS

Definition: Exhibitions which are located in large population areas and shall be held in an appropriate commercial venue. Shell scheme exhibitions are organised and funded entirely by UCAS.

	Shell scheme
Anticipated number of exhibitors	140 - 250
Anticipated number of visitors	2,500 – 14,000

UCAS EXHIBITIONS - CAMPUS

Definition: Exhibitions which are located in smaller population centres to Shell Scheme Exhibitions, and shall be held on an HE campus or, where necessary, in an appropriate commercial venue. They shall be organised and funded by either a relevant local HE Provider or sector relevant organisation, with additional funds provided from UCAS in the form of sponsorship.

	Extra large	Large	Medium	Small
Anticipated number of exhibitors	Up to 200	Up to 170	Up to 150	Up to 40
Anticipated number of visitors	5,000 – 8,000	2,500 – 4,999	1,000 – 2,499	Less than 1,000

PRIORITIES WITH REGARD TO EXHIBITOR PARTICIPATION

Priority One: Any major national or regional sponsor of the Exhibition network.

Priority Two: Subscribers within the HELOA region where the event is located.

Priority Three: Pay-per-event exhibitors who have paid an individual fee to attend the Exhibition. The overall capacity for pay-per-event exhibitors shall be no less than 5% of the total space available.

Priority Four: Level One and Level Two members outside the HELOA region where the event is located. Where numbers in this priority wishing to attend exceed the available space then attendance will be determined by a sequential draw, with a reserve list in the event of cancellations.

Priority Five: Non-attendance or leaving early at any Exhibition without reasonable notification (1 week), will create a priority five level for the Exhibitor at any Exhibitions requiring a sequential draw the following year.

Waiting lists are created automatically for all events and regularly reviewed between UCAS and the relevant organiser.

CONDITIONS OF THE SEQUENTIAL DRAW SYSTEM

Where participating Higher Education Providers are excluded from any exhibition following a sequential draw, they will automatically have Priority Two status the following year.

When allocating space, the draw system will also make provision, to ensure that participating Higher Education Providers are representative of all HELOA regions.

To ensure equity, the draw system will be the responsibility of UCAS.

No subscriber will be excluded from any one event by the draw system more than once in two years.

Please Note: Demand for space at many regional events can often exceed supply. Unless at least one week's notice is given to the organiser, non-attendance at events will result in the exhibitor having a priority five level of attendance in the following year.

FLOOR PLAN

A strict method of how stands are allocated is followed across the network:

- Exhibitors are to be placed in alphabetical order based on their Higher Education Provider UCAS number or company name.
- Non-FE/HE providers are grouped together in a prime area of the exhibition, subject to space allowance

Terms and conditions for the provision of scanning services and supply of information to UCAS Media event exhibitors

IMPORTANT NOTICE: PLEASE READ CAREFULLY

This licence agreement (“Licence Agreement”) is a legal agreement between you (“you” and “your”) and UCAS Media Limited of Rosehill, New Barn Lane, Cheltenham, Gloucestershire, GL52 3LZ (“us”, “we”, and “our”) for the provision of a scanning service, and the supply of certain information to be supplied by us to you.

Background

- (A) We operate various events relating to higher and further education, including but not limited to conferences, conventions, exhibitions, and fairs.
- (B) You have booked to attend at one or more event to promote your goods and/or services to event delegates.
- (C) Delegates/visitors at events may be issued with a barcode which (if made available by them) may be scanned with a Device that has our permitted data capture app downloaded onto it this will enable a personal data file (as held by us) containing their responses to the data fields set out in schedule 2 to be identified by us.
- (D) You have requested, and we have agreed to provide you with, the Scanning Services (as defined below) for the events you have booked under the terms and conditions set out below, so you may scan the barcodes of consenting delegates at events.
- (E) Once your data has been synchronised over an internet connection, you will have access, via a secure e-net account, to a report which includes those delegates whose barcodes you have scanned with the data capture app. The report will include notes you have made in the app and data preferences you have collected
- (F) The Information will be supplied by us to you for the Permitted Purpose (as defined below) on the terms set out below, and in the schedules hereto.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Licence Agreement.

App: the data capture application that we make available to you for download on your Device.

Charges: the charges specified in schedule 1.

Data Protection Requirements: the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (GDPR)), the Regulation of Investigatory Powers Act 2000, the Telecommunications

(Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), and any subsequent amendment or re-enactment and all applicable laws and regulations relating to the processing of personal data and privacy, including (where applicable) the guidance and codes of practice issued by the Information Commissioner, and the equivalent of any of the former in any relevant jurisdiction.

Delegate: visitor attending an Event.

Device: the device you use to download the App or receive any of the Scanning Services. This may be your own device or a device supplied to you by us.

Event: our events relating to higher and further education including but not limited to conferences, conventions, exhibitions, and fairs, which you have made bookings for, and for which you have ordered the Scanning Services.

Information: the fields set out in schedule 2 and provided as part of the Scanning Services via the e-net account.

Permitted Purpose: the marketing of your goods and services, the recruitment of students to your institution and to identify whether the Delegate subsequently makes an application to study at your institution.

Permitted User: the users expressly authorised by us to download the App and/or access the Information for the Permitted Purpose.

Scanning Services: the services made available by us to you under this Licence Agreement, including the services described in clause 3.1.

1.2 Personal Data, Processing, and Data Controller shall bear the meanings given to those terms respectively in the Data Protection Act 2018 or any subsequent amendment or re-enactment thereof.

1.3 Clause, schedule, and paragraph headings shall not affect the interpretation of this Licence Agreement.

1.4 A person includes a natural person, corporate, or unincorporated body (whether or not having separate legal personality).

1.5 The schedules form part of this Licence Agreement, and shall have effect as if set out in full in the body of this Licence Agreement. Any reference to this Licence Agreement includes the schedules.

1.6 A reference to a company shall include any company, corporation, or other corporate body, wherever and however incorporated or established.

1.7 Unless the context otherwise requires, words in the singular shall include the plural, and in the plural, shall include the singular.

1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 A reference to 'writing' or 'written' includes faxes and email.

1.12 References to clauses and schedules are to the clauses and schedules of this Licence Agreement.

1.13 Any words following the terms 'including', 'include', 'in particular', 'for example', or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.

1.14 These terms and conditions are the only basis on which we agree to make Scanning Services available to you, and for you to have access to the Information collected through a secure e-net account. These terms and conditions shall prevail over any other terms or conditions whether (without prejudice to the generality of the former) contained in any purchase order, acknowledgement, letter, or other document issued by, or on behalf of, you.

2. Authority and indemnity

2.1 To the extent that it is required under the Data Protection Requirements, you warrant and represent that you:

- (a) hold a valid notification with the Information Commissioner and have identified a lawful basis for processing under Article 6 of the GDPR
- (b) are a Data Controller
- (c) will be acting as Data Controller in relation to the Information and any additional personal data collected or processed by you at any Event

2.2 You shall indemnify us against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis), and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:

- (a) any breach or negligent performance or non-performance by you of this Licence Agreement
- (b) the enforcement of this Licence Agreement
- (c) any breach or negligent performance or non-performance by you of the Data Protection Requirements

3. Grant and scope of licence

3.1 In consideration of you paying to us the Charges, we will:

- (a) provide Permitted Users with an App for download and use at the Events
- (b) grant Permitted Users a non-exclusive, non-transferable, revocable licence to use the Information for the Permitted Purpose (but not otherwise) in the UK, on the terms of this Licence Agreement
- (c) if you select this option at time of booking, provide you with a Device for use at the Events; and
- (d)(where 3.1(c) applies and subject to you returning the Device to us undamaged at the end of each Event), supply the Information to you.

3.2 Where we provide you with a Device:

- (a) you acknowledge that the Device and peripherals including the charging plug, powerbanks and wire, remains our property and must be kept securely by you at all times;
- (b) you undertake to return the Device and peripherals to us at the end of each Event, or when requested by us;
- (c) you acknowledge that you will be responsible for any loss or damage to the Device and peripherals howsoever caused. You undertake to pay us the full cost of any repairs to or replacement of the Device necessitated by any damage to or loss of the Device;
- (d) you undertake to use the Device for data scanning only and acknowledge and accept that URLs will be tracked.
- (e) If you use the device for any purpose other than scanning UCAS reserves the right to invoice you for any data used.

3.3 We will grant you a non-exclusive, non-transferable, event by event revocable application licence to use the Information for the Permitted Purpose (but not otherwise) in the UK on the terms of this Licence Agreement.

3.2 Except as expressly set out in this Licence Agreement or as permitted by law, you may not:

- (a) publish or permit to be published any of the Information
- (b) store, access, or view the Information on an information technology system, or systems other than any owned or operated by you
- (c) use the Information for any purpose contrary to any law or regulation, or any regulatory code, regulatory guidance, or regulatory request
- (d) circulate any of the Information outside your organisation
- (e) sell or use (or permit to be sold or used) any Information to make financial or commercial gain

- (f) use the Information in your products or services, other than for the Permitted Purpose

4. Your obligations

4.1 You acknowledge that the Information is Personal Data.

4.2 You undertake to fully comply at all times with the Data Protection Requirements, including but not limited to:

- (a) maintaining a register with any data protection authorities

- (b) taking appropriate technical and organisational measures against the unauthorised or unlawful processing of the Information, and against actual loss or destruction of, or damage to, the Information, having regard to the state of technological development and the cost of implementing any measures. The measures must ensure a level of security that reflects industry good practice (e.g. ISO27001:2013, CIS Top 20 Critical Security Controls) and is appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction, or damage, and the nature of the information.

4.3 You acknowledge that the Information containing marketing communication preferences was collected by us from Delegates (at the point of booking), indicating their preferences to receive communications from exhibitors who scan their ticket and their marketing communication preferences (including email, and/or SMS, and/or postal, as relevant). You can also collect Delegates' marketing communication preferences (including email, and/or SMS, and/or postal, as relevant) should you wish to, when Delegates scan their barcode on your Device. You can do this by using tags against each scan.

4.4 You will not misuse, reverse engineer, decompile, or disassemble the App.

4.5 You will not adapt, modify, merge, revise, translate, enhance or create derivative works of the App or any element of the Scanning Services for any purpose.

4.6 You will not introduce or cause to be introduced any virus, malicious code, or similar contagion to the App or the Scanning Services.

4.7 You acknowledge that the Event may not include WiFi or other internet connection services, and it is your responsibility to ensure the App is downloaded onto your device prior to the Event.

4.8 Where you choose to use your own Device, it is your responsibility to ensure the Device has sufficient memory capacity to store the Information required, and is capable of operating the Scanning Services, including the capability of the Device to download and synchronise the Information when the App is connected to the internet.

4.9 You will install all new versions and releases of the App onto your Device as soon as reasonably practicable.

4.10 You will notify us as soon as you become aware of any unauthorised use of the App, the Device, or the Scanning Services by any person, including any person who is not a Permitted User.

5. Anti-bribery and anti-corruption

5.1 You shall:

- (a) comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010
- (b) not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act 2010, if such activity, practice or conduct had been carried out in the UK.

6. Delivery

6.1 We shall supply the Information to Permitted Users using a secure e-net account with a secure login, where you can view all data reports.

6.2 We shall use our reasonable endeavours to make the Information available in accordance with any delivery dates or times advised by us to you from time to time. However, any such dates and times are provisional and approximate only, and will be affected by the uploading of Information from your Device, which must be connected to the internet. The time of delivery is not of the essence.

7. Intellectual property rights

7.1 You acknowledge that all intellectual property rights in the Information and the Scanning Services throughout the world belong to us, that rights in the Information and the Scanning Services are licensed (not sold) to you, and that you have no rights in, or to, the Information or Scanning Services, other than the right to use it in accordance with the terms of this Licence Agreement.

8. Warranties

8.1 Except as expressly stated in this Licence Agreement, all warranties, conditions, and terms, whether express or implied by statute, common law, or otherwise, are hereby excluded, including the implied conditions, warranties, or other terms as to satisfactory quality, fitness for purpose, or the use of reasonable skill and care, to the extent permitted by law.

8.2 Without limiting the effect of clause 8.1, we do not warrant that the Scanning Services provided under this Licence Agreement, including the supply of the Information to you:

- (a) will be free from interruption, error, defects, viruses, and other malicious code
- (b) is accurate, complete, reliable, secure, useful, fit for purpose, or timely
- (c) has been tested for use by you, or that it will be suitable for, or be capable of, being used by you

(d) with respect to Delegates' marketing communication channel preferences (including email, SMS, and postal), is suitable for, or capable of, being used by you for the Permitted Purpose or can be relied upon by you in order to comply with the Data Protection Requirements when sending marketing communications to Delegates.

8.3 You warrant that you and all of your officers, employees, contractors, or agents, before using any Scanning Service including accessing the Information under this Licence Agreement, shall be made fully aware of your obligations under this Licence Agreement.

9. Limitation of liability

9.1 You acknowledge that the Scanning Services and Information have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure the Information meets your requirements.

9.2 We shall not, under any circumstances whatever, be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence Agreement, for:

- (a) loss of profits, sales, business, or revenue
- (b) business interruption
- (c) loss of anticipated savings
- (d) loss or corruption of data or information
- (e) loss of business opportunity, goodwill, or reputation
- (f) any indirect or consequential loss or damage

9.3 Other than the losses set out in clause 9.2 (for which we are not liable), our maximum aggregate liability under, or in connection with, this Licence Agreement, whether in contract, tort (including negligence), or otherwise, shall in all circumstances be limited to a sum equal to the Charges. This maximum cap does not apply to condition 9.4.

9.4 Nothing in this Licence Agreement shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence
- (b) fraud or fraudulent misrepresentation
- (c) any other liability that cannot be excluded or limited by English law

9.5 This Licence Agreement sets out the full extent of our obligations and liabilities in respect of the Scanning Services and the supply of the Information. Except as expressly stated in this Licence Agreement, there are no conditions, warranties, representations, or other terms, expressed or implied, that are binding on us. Any condition, warranty, representation, or other term concerning provision of the App and/or Device and/or the supply of the Information, which might otherwise be

implied into, or incorporated in, this Licence Agreement whether by statute, common law, or otherwise, is excluded to the fullest extent permitted by law.

10. Termination

10.1 This Licence Agreement shall commence on our acceptance of your application to purchase the Scanning Services and continues unless and until terminated in accordance with this clause 10.

10.2 We may terminate this Licence Agreement immediately by written notice to you, if:

- (a) you commit a material or persistent breach of this Licence Agreement, which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so
- (b) in our reasonable opinion, we determine you are acting in a manner which is not suitable to be associated with us, or which could in any way bring us into disrepute
- (c) you:
 - (i) suspend, or threaten to suspend, payment of your debts
 - (ii) are unable to pay your debts as they fall due or admit inability to pay your debts
 - (iii) (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
 - (iv) (being an individual) are deemed either unable to pay your debts, or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986
 - (v) (being a partnership) have any partner to whom any of clause 10.2(c)(i) to clause 10.2(c)(iv) apply
- (d) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for, or enter into any compromise or arrangement with, your creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation with one or more other companies, or your solvent reconstruction
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (being a company) other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies, or your solvent reconstruction
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed, over you (being a company)
- (g) the holder of a qualifying floating charge over your assets (being a company) has become entitled to appoint or has appointed an administrative receiver

- (h) a person becomes entitled to appoint a receiver over your assets, or a receiver is appointed over your assets
- (i) a creditor or encumbrancer of you attaches or takes possession of, or a distress, execution, sequestration, or other similar process is levied or enforced on, or sued against, the whole or any part of your assets, and that attachment or process is not discharged within 14 days
- (j) any event occurs or proceeding is taken with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(c) to clause 10.2(i) (inclusive)
- (k) you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business
- (l) there is a change of control of the other party (within the meaning of section 1,124 of the Corporation Tax Act 2010)

10.3 Any provision of this Licence Agreement that expressly or by implication is intended to come into or continue in force, on or after termination of this Licence Agreement shall remain in full force and effect.

10.4 Termination of this Licence Agreement shall not affect any rights, remedies, obligations, or liabilities of us or you that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Licence Agreement which existed at or before the date of termination.

10.5 On any termination of this Licence Agreement for any reason, you shall immediately pay any outstanding amounts owed to us under this Licence Agreement.

10.6 Upon termination for any reason:

- (a) all rights granted to you under this Licence Agreement shall cease
- (b) you must cease all activities authorised by this Licence Agreement
- (c) you must immediately delete or remove the Information from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Information then in your possession, custody, or control, and, in the case of destruction, certify that you have done so.

11. Charges

11.1 For the use of the Scanning Services and provision of the Information, you agree to pay to us the Charges in full and in cleared funds not later than the payment date as set out on the relevant invoice, which we shall send to you (time being of the essence), and in accordance with the payment terms of the invoice.

11.2 We may charge interest at an annual rate of 2% above the Bank of England base rate from time to time, calculated on a daily basis in respect of any sum which is due and unpaid, that interest to run from the date on which that sum is due and payable, until receipt by us of the full amount, whether before or after judgement.

11.3 If you fail to make payment in accordance with this section and the payment terms of the invoice, you shall be deemed to have waived any and/or all rights to receive the Scanning Services, and to be provided with the Information.

11.4 All Charges are exclusive of VAT or any other applicable sales tax, which shall be paid by you at the rate and in the manner for the time being prescribed by law.

12. Confidentiality

12.1 You shall keep the Information confidential, and shall not use or disclose any Information except as expressly permitted by this Licence Agreement.

12.2 You may disclose Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction, provided that, to the extent you are legally permitted to do so, you give us as much advance notice of the intended disclosure as possible.

12.3 We reserve all rights in the Information. No rights or obligations in respect of the Information, other than those expressly stated in this Licence Agreement, are granted to you, or are to be implied from this Licence Agreement.

13. Freedom of Information

13.1 You acknowledge that the disclosure of Information or the contents of this Licence Agreement may substantially prejudice our interests. If you receive an information request pursuant to the Freedom of Information Act 2000 (the 'FOIA') which relates to Information or this Licence Agreement, you may owe an obligation of confidentiality to us and, as such, that information may be capable of benefiting from one or more disclosure exemptions provided for under the FOIA. Subject always to the proviso that you shall act in a manner which you reasonably consider to be compliant with the terms of the FOIA, you shall:

- (a) consult with us in advance of making any disclosure of Information pursuant to an information request you receive, and
- (b) give reasonable consideration to any concerns which we may raise in relation to the proposed disclosure.

14. Communications between us

14.1 Any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter by first class post. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post and, in the case of an email, that such email was sent to an appropriate email address of the addressee that was preapproved by the recipient.

15. Other important terms

15.1 You may not assign, transfer, mortgage, charge, subcontract, declare a trust of, or deal in any other manner with any of your rights and obligations under this Licence Agreement, without our prior written consent.

15.2 We may at any time assign, transfer, mortgage, charge, subcontract, declare a trust of, or deal in any other manner with any of our rights and obligations under this Licence Agreement, without your consent.

15.3 This Licence Agreement constitutes the entire agreement between us, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to its subject matter. You agree that you 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 Licence Agreement. You agree that you shall have no claim for innocent or negligent misrepresentation, or negligent misstatement, based on any statement in this Licence Agreement.

15.4 Nothing in this Licence Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for, or on behalf of, any other party.

15.5 You confirm you are acting on your own behalf and not for the benefit of any other person.

15.6 Except as expressly provided in this Licence Agreement, no variation of this Licence Agreement shall be effective unless it is in writing and signed by us and you (or by our and your authorised representatives).

15.7 If we fail to insist that you perform any of your obligations under this Licence Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you, and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.8 Each of the provisions of this Licence Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.

15.9 Neither party shall be in breach of this Licence Agreement, nor liable for delay in performing, or failure to perform, any of its obligations under this Licence Agreement, if such delay or failure result from events, circumstances, or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

15.10 Except as expressly provided in this Licence Agreement, the rights and remedies provided under this Licence Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15.11 Clauses 7, 9, 12, and 13 shall continue to apply after expiry, termination, or revocation of this Licence Agreement.

15.12 Except as expressly provided elsewhere in this Licence Agreement, a person who is not a party to this Licence Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999, to enforce any term of this Licence Agreement.

15.13 This Licence Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 – Charges

Higher education exhibitions 2019

Licences	Cost
Individual licences	£ 250
Option 1: 10 licences	£ 1,800
Option 2: 20 licences	£ 3,000
Option 3: 40 licences	£ 3,650
Option 4: 60 licences	£ 4,200
Option 5: 80 licences	£ 4,500
Option 6: 100 licences	£ 4,750
Option 7: 200 licences	£ 5,000

Scanning device hire	Cost per event
Individual scanning device	£ 10

Create your future exhibitions 2019

Licences	Cost
Individual licences	£ 250
Option 1: 4 licences	£ 900
Option 2: 10 licences	£ 1,500
Option 3: 15 licences	£ 1,800
Option 4: 20 licences	£ 2,250

Scanning device hire	Cost per event
Individual scanning device	£ 10

Schedule 2 – Information

As part of the individual registration, students are asked questions about their current and future HE subject choices. The data fields they will be asked to complete are as follows:

- First name
- Last name
- School name (sometimes empty if this information is not supplied)
- Address line 1
- Address line 2
- Town
- Postcode

We may ask students to complete the following data fields but please note we reserve the right change or remove data fields at any time.

- Study year
- Entry year
- Data protection: email communication allowed (yes or no)
- Data protection: post communication allowed (yes or no)
- Data protection: SMS communication allowed (yes or no)
- DP Scanning Preferences
- Mobile
- D.O.B.
- Gender
- Study region
- Subjects interested in (three fields) in order of preference
- Subjects currently studying (three fields)
- Interest in studying overseas (yes or no)
- Interest in gap year (yes or no)
- Interest in apprenticeships (yes or no)
- Booked group
- Email
- Exhibitor notes

Please note that the data provided will be suppressed to reflect the students' preferred communication preferences.