

# UCAS Events Terms and Conditions

Updated 21 September 2023

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## Version control

Date	Description	Author
26/05/2021	2021 version	JA
13/09/2021	Exhibitor code of conduct (virtual events)	JA
09/05/2022	Updated branding and page numbers	JA
23/05/2022	Create your future 2022 links added and new website links	JA
9/9/2022	Legal revisions	MC
12/05/2023	Updated website links and health and safety manual.	JA
31/7/2023	Minor amendments to clause 7 and floor plan	MC
17/8/2023	Health and Safety Manual updated	DH
21/9/2023	Changes to scanning fields	JA

## 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 (“we” “us” “our” “ours” “the Company”) and its lawful assigns on the following terms and conditions with Exhibitors (“you” “yours” “Exhibitor”). 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. We reserve 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 we permit bookings for Events, including Online Booking;

#### **“Conferences”**

UCAS Conference(s) for Higher Education Providers, teachers and/or advisers, which may include an exhibition, a Virtual Event 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, the UCAS UCAS Exhibitions Health and Safety Manual including Risk Assessment Guidelines and Insurance Certificates and any other relevant Event Information;

#### **“Event”**

Higher Education Exhibition(s), Conferences, Subject Specific and/or General Exhibitions, Virtual Events and or individual marketing opportunities booked;

**“Event Information”**

Any rules or regulations, issued in writing or otherwise and communicated by us or by the Venue, 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 you provide your Exhibits at the Events(s);

**“Exhibitor”**

Any person, firm, organisation, provider, or company who has booked and received written confirmation of Exhibitor Stand Space at an Event or Virtual Event Platform at a Virtual Event 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 <https://www.ucas.com/about-us/policies/terms-and-conditions/exhibitor-terms-and-conditions> ;

**“Exhibitor Stand Space”**

The area at an Event Venue that constitutes your stand space for you to conduct your marketing activity;

**“Exhibits”**

All items displayed on the Exhibitor’s Stand Space or its equivalent for Virtual Events including, without limitation, advertising banners;

**“Fees”**

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

**“Example Exhibitor Risk Assessment”**

UCAS shall provide an Example Exhibitor Risk Assessment which highlights the associated risks of exhibiting and is available for the Exhibitor to reference. Exhibitors must submit their own risk assessment. An Example Risk Assessment can be found in the useful documents section of the Exhibitors secure ENet account;

**“Merchandise”**

Any items offered for sale at an Event or a Virtual Event by you;

**“Online Booking”**

The system for booking Events which can be found at <https://www.ucas.com/ucas-events/exhibitors>.

**“Pre-event Information”**

The Event information available on <https://www.ucas.com/ucas-events/exhibitors/ucas-discovery/specs> together with the documents that form the Contract on <https://www.ucas.com/about-us/policies/terms-and-conditions/events-terms-and-conditions> and the secure ENet account;

**“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 and the Construction (Design and Management) Regulation 2015;

**“Stand Contractor”** <https://www.ucas.com/about-us/policies/terms-and-conditions/events-terms-and-conditions>. The approved contractor(s) appointed by us to erect any shell schemes on your behalf;

**“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 UCAS Exhibitions;

**“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 (when available) at Each Exhibitors secure ENet account [www.ucas.com/enet](http://www.ucas.com/enet)

**“Venue”**

The premises that the Event is to be held at;

**“Virtual Event”**

An online event that involves people interacting in a virtual environment on the web (online) rather than meeting in a physical location;

**“Virtual Event Platform”**

The area you occupy at a Virtual Venue that constitutes the stand space for you to conduct your marketing activity and manage the stand space and content. We will provide advice and guidance for you to collate and upload content.

## 1. SIGNATORIES

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

## 2. TIME OF CONTRACT

Application for Exhibitor Stand Space and/or Virtual Event Platform 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 us to make optimal use of any premises and try to accommodate as many Exhibitors as possible. We retain the discretion to vary the Booking once we have 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 or in the case of Virtual Events when we have assessed the Virtual Event Platform space available.

## 3. DURATION OF EVENT

You 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 your staff. For Virtual Events you may exhibit for the duration of the 'live' Virtual Event (when you are expected to be available and on hand to interact with visitors) and any 'on demand' period following the Virtual Event (this is when the Virtual Event is available to visitors/delegates to view and use, but your availability and accessibility is at your discretion).

## 4. APPLICATION FOR EXHIBITOR STAND SPACE AND/OR VIRTUAL EVENT PLATFORM

4.1 We reserve the right to grant, refuse, cancel, and reallocate any booking on written notice.

4.2 The position and area of Exhibitor Stand Space and/or the Virtual Event Platform allotted shall be at our sole discretion.

4.3 The booking of Exhibitor Stand Space and/or the Virtual Event Platform indicates your acceptance of these Terms and Conditions. Where the means of booking used by you contains your own Terms and Conditions, these shall have no effect. The only Terms and Conditions that will be applicable to the contract will be ours.

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, you shall only be entitled to display Exhibits and offer for sale only the Merchandise which are approved in writing by UCAS (sale of food, drink, and tobacco are prohibited).

5.2 You warrant that your Exhibits and the Exhibition Stands shall comply with all Relevant Legislation and Regulations and any Venue standards.

5.3 You shall ensure that, in our opinion, 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 (branding can only be applied to the inside of stands and not on the outside or back without prior approval). In the event that you do cause such interference then, on our request, you shall cooperate in remedying the situation as soon as possible.

5.4 All Exhibition Stand Space and Exhibition materials must be fully set up by the following times for UCAS events:

- Premium events (London, Birmingham and Manchester) – Exhibitors must be set up for the event the day before the exhibition is due to start unless prior agreement with the UCAS Event Organiser.
- Shell and campus events – Exhibitors must be set up, and ready for the Event 30 minutes prior to the commencement of the Event. Therefore, you should arrive in sufficient time to allow your Exhibition Stand Space and Exhibition materials to be fully erected, no later than one hour before the commencement of the Event.

Should you arrive after this time, UCAS reserves the right to refuse entry to the Event as transportation of stands and materials through the live Event areas may constitute a health and safety hazard.

For Virtual Events you should allow sufficient time for your Virtual Event Platform content to be designed, populated, collated and uploaded, no later than forty-eight hours before the 'live' Virtual Event. You must supply booking information at least 1 week prior to the Virtual Event (including branding guidelines and high-resolution logo). You shall retain full responsibility for ensuring that your Virtual Event Platform has content and/or is staffed for the 'live' event and we shall have no responsibility or liability for the design, content and staffing of any Virtual Event Platform

5.5 You shall occupy the Exhibitor Stand Space and/or the Virtual Events Platform allotted to you by the opening time on the first day of the allotted Event. If you fail to do so, it shall be deemed to have cancelled the Contract. In this event, the terms relating to cancellation set out in clause 7 shall apply and we may resell or reallocate such space at our discretion. For Virtual Events you will be deemed

to have cancelled if you fail to design, populate, collate, upload and/or staff your Virtual Event Platform.

5.6 Late arrivals must contact us 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 You will not be permitted to commence dismantling your display stands, or remove materials from the Exhibitor Stand Space area, until after the event has closed and all visitors have left the Event as transportation of stands and materials through crowded areas may constitute a health and safety hazard.

5.8 Exhibitor Stand Space and/or Virtual Event Platform allocated to you may not be assigned or sub-let to any other company, institution, or organisation without our prior permission. In granting such permission we may impose such Terms and Conditions as appear to be necessary.

5.9 You shall indemnify us in respect of all claims arising from the use of the allotted Exhibitor Space, the Exhibits, and all representations and actions of you, your employees, consultants, and/or sub-contractors during the Event.

5.10 No acceptance by us 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 us that you are entitled to exhibit at the Venue or Event in such a particular space and stand number. We reserve the right, without any legal obligation to give you notice, to alter the Venue layout of any Exhibition floor plan, or position of any stand, at any time within our discretion without any obligation to reimburse Fees or a portion thereof to you.

## 6. REMOVAL OF EXHIBITS

6.1 We reserve the right to require you to remove any Exhibit at an Event if we, in our absolute discretion, consider 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 our intellectual property rights or any other legal rights of us or a third party;
- v. to be undesirable or detrimental to the Exhibition, or to other fellow Exhibitors, or our general commercial interests 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 judgement, or a recommendation or decision of Trading Standards.



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

6.2 By entering into the Contract you warrant to us that all designs and artwork on or relating to the Exhibitor's Stand and Exhibits and/or Virtual Event Platform, shall not infringe any of our trademarks, copyright, patents, or our other intellectual property rights or those of any third party whatsoever.

6.3 We reserve the right, within our discretion, to remove any of your employees, consultants, or sub-contractors whom we consider to be acting undesirably at the Event or a Virtual Event.

## **7. REDUCTION OF EXHIBITOR STAND SPACE**

7.1 Where you wish to reduce the size of the Exhibitor Stand Space booked, after the acceptance of your application for such Exhibitor Stand Space by us, written notice of such a wish must be sent to us by Recorded Delivery post or email to [events@ucas.ac.uk](mailto:events@ucas.ac.uk).

7.2 We reserve 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 You hereby acknowledge that we may appoint official Stand Contractors and, where directed by us, you must use the same company for the construction of the Exhibitor's stand.

8.2 We will appoint approved Stand Contractors for all structural work, including shell scheme construction. It is a condition of the Contract that you do 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 us and charged to the Exhibitor. We 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 us so that the Exhibitor may separately agree any further requirements they have directly with the Stand Contractor.

8.4 We reserve the right to change or substitute the Stand Contractor at our sole discretion.

8.5 You must ensure that all your 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 or the Virtual Event, ensure that all necessary steps are taken to comply with all Relevant Legislation and Regulations and Event Information.

8.6 Where we recommend the services of a contractor to you, we make no representations to you as to the competence of the contractor, and accordingly you should satisfy yourself 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 we require that no Exhibitor may use any contractor except the one nominated by us, we have made every reasonable effort to ensure that the contractor is competent to carry out the work for which it has been nominated. However, we are in no way responsible for the work carried out by the nominated contractor and there shall be no deemed contract in existence between you and us with respect to the services of the nominated contractor. We shall be liable to you only to the extent of negligence in appointing a nominated contractor, and our liability shall be limited to the lesser of the value of the contract between you and the independent contractor or the value of the total Exhibitor Stand Space charge actually received from you by us.

## **9. VIRTUAL EVENTS**

9.1 Upon successfully registering for a Virtual Event, you may use the Virtual Event Platform subject to these terms and conditions.

9.2 You acknowledge and agree that we will provide a website for your Virtual Event Platform only and that excluding the online host for the Virtual Event our Services do not include liaising with any third parties on your behalf, or liaising with you behalf of third parties (including students). You must communicate with all other third parties outside of the website.

9.3 We reserve the right to monitor and/or moderate Virtual Event Platform content, but we are not obliged to do so and we are not responsible for any errors on the Virtual Event Platform.

9.4 We warrant that we will provide the Virtual Event with reasonable care and skill although we do not warrant any particular outcome as a result of you uploading any listings to the Virtual Event.

9.5 We do not warrant the credibility or suitability of any visitor or delegate attending the Virtual Event.

9.6 Notwithstanding that we will use our reasonable endeavours to provide uninterrupted access to

the Virtual Event; technological failure may obstruct the provision of the Virtual Event in whole or part. We make no representation or warranty that the Virtual Event will be accessible or available at all times, or that the whole or any part of the Virtual Event will be free from error.

9.7 We will not be liable for delays or errors in data caused by virtue of the transmission of that data via the internet.

9.8 We may, at our absolute discretion:

- a. remove or refuse to display content on the Virtual Event Platform without notice to you (although we will use reasonable endeavours to provide such notice);
- b. without prejudice to our rights contained in clause 9.3 above, require Virtual Event Platform content to be amended.

9.9 You are permitted to submit content, participate in chats or forum posts within the Virtual Event. You retain ownership to the content you submit. However, upon submission, you grant us and the host a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable and sub-licensable right to use, reproduce, broadcast, distribute, prepare derivative works of, display, and perform any of your submissions in connection with the Virtual Event or for promotion or redistribution of all or part of the Virtual Event in any format and through any channel.

9.10 You may also be exposed to submissions from other users. We are not liable to you for any other user's submission, and you agree to waive, any legal or equitable rights or remedies you have or may have against us and the host with respect to other users' submissions.

9.11 We have the right to review visitor/delegate submitted content to determine whether it violates these terms and conditions and to remove or alter that content without notice to you. However, although we have the right to review and remove content, we do not routinely monitor the Virtual Event for violations of these terms and you should have no expectation that the content made available has been reviewed or is compliant with these terms. Therefore, you agree that neither us nor the host will be liable for any failure to remove or alter content.

9.12 You are solely responsible for the activity, which occurs at a Virtual Event and the content uploaded to the Virtual Event Platform. You are prohibited from and agree not to:

- i. create false user accounts, use another individual's user account or otherwise access the Virtual Event in an unauthorised manner;
- i. invade another user's privacy or publish another user's personally identifiable information without such user's consent.
- ii. copy, modify, reproduce, transmit, republish, distribute or create derivatives of any of the content, software or materials available in the Virtual Event; launch any automated system, including, but not limited to, "robots", "spiders" or "offline readers", which access the online event platform;
- iii. collect or harvest any personally identifiable information;
- iv. make or submit any sexually explicit, racially, culturally or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory or abusive statements or

- content;
- v. transmit material that contains malicious code, such as viruses, worms, trojan horses, spyware, or other potentially harmful elements;
- vi. use the communication systems made available to you within the Virtual Event for commercial solicitation, unless expressly authorised to do so by us or intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and internet protocol addresses;
- vii. impersonate any other person or entity or stalk or otherwise harass any other user;
- viii. submit content which features pornographic, sexually explicit, describes or encourages dangerous or illegal acts, graphic or gratuitously violent content; or
- ix. make or submit any obscene, hateful or otherwise offensive material, comments or content.
- x. invade another user's privacy or publish another user's personally identifiable information without such user's consent.

copy, modify, reproduce, transmit, republish, distribute or create derivatives of any of the content, software or materials available in the Virtual Event; launch any automated system, including, but not limited to, "robots", "spiders" or "offline readers", which access the online event platform; collect or harvest any personally identifiable information;

make or submit any sexually explicit, racially, culturally or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory or abusive statements or content;

transmit material that contains malicious code, such as viruses, worms, trojan horses, spyware, or other potentially harmful elements;

use the communication systems made available to you within the Virtual Event for commercial solicitation, unless expressly authorised to do so by us or intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and internet protocol addresses;

impersonate any other person or entity or stalk or otherwise harass any other user;  
submit content which features pornographic, sexually explicit, describes or encourages dangerous or illegal acts, graphic or gratuitously violent content; or  
make or submit any obscene, hateful or otherwise offensive material, comments or content.

9.13 We in our sole discretion, reserve the right to terminate your access to the Virtual Event for any violation of these terms, including repeat infringers, and to remove or take down any content posted in violation, or suspected to be in violation of these terms.

## 10. PAYMENT

10.1 You agree to pay us the Fees in accordance with the payment terms of the invoice, or prior to the date of the Event (whichever date is first).

10.2 A £50.00 plus VAT administration charge is applicable if you make a change to an existing booking and you ask us to re-issue an invoice due to such a change(s).

10.3 The Fees shall be paid by you either:

- i. On our acceptance of the application contained in the Booking, either by Credit or Debit Card; or
- ii. Following completion of the Booking and acceptance by us of the application, we shall invoice you for the Fees. You 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. You will not be permitted to participate in an Event and/or a Virtual Event if full payment is not made 7 (seven) days prior to the date of the event;
- iii. In the event you fail to make payment in accordance with either sub clause (i) or (ii), you shall be deemed to have waived any and or all rights for space at the Event. In the event you wish to re-book the same Exhibition Space then, provided it is available, you shall pay us the full outstanding Fee in advance together with an administration charge of £50.00 plus VAT.

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

10.5 All Fees are subject to VAT.

10.6 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, and course materials. 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 <https://www.ucas.com/about-us/policies/terms-and-conditions/events-terms-and-conditions>.

## 11. SUBSCRIPTION

11.1 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.

11.2 Subscriptions must be booked within two weeks of the Online Booking becoming available ("Subscription Period") and exclude Conferences, Create Your Future event, exhibitions classed as 'premium shell', and other Events which are not Exhibitions.

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

11.4 Subscribers can request an upgrade of their Subscription during the Subscription period but this is subject to availability and is not guaranteed. If we accept the request, Subscribers will be allocated upgraded space approximately 4 (four) weeks after pay-per-event is available for booking.

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

## 12 CANCELLATION OF SPACE AND TERMINATION

12.1 If you wish to cancel the Exhibitor Space and/or Virtual Event Platform then you must give us written notice by Recorded Delivery post or email to [events@ucas.ac.uk](mailto:events@ucas.ac.uk), 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 or receipt in the case of an email.

12.2 In the event that you either wish to cancel the Contract or part of the Contract, or has failed to meet any of the payment obligations in clause 10 (ten) (whether as to the amounts or dates of payment), as set out in these Terms and Conditions, then we reserve 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 or the Virtual Events Platform to a third party:

### 12.2.1 UCAS 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 (three) months or less to the Exhibition: 100% of total Fees (plus VAT).

### 12.2.2 UCAS 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 (three) months or less to Exhibition: 100% of total Fees (plus VAT).

### 12.2.3 Individual Event(s) within Subscription

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

- (a) 3 (three) 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 (three) 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;
- (d) Non-attendance on the set-up day or the event open day(s): £150 per shell scheme event; £75 per campus event.

#### 12.2.4 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).

#### 12.2.5 Marketing and in event opportunities

Should you wish to cancel a marketing or in event opportunity, the following cancellation fees apply:

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

12.3 No refund or part refund of accommodation or additional delegate fees will be given by us in the event that you cancel a booking or additional delegate place less than 30 (thirty) days before an Event or a Virtual Event.

12.4 No refund or part refund of Fees will be given by us in the event of any non-attendance by you.

12.5 In the event we resell or reallocate the cancelled Exhibitor Stand Space and/or Virtual Events Platform (or the space by which it is reduced pursuant to the Contract) after payment of the cancellation charges, we shall be under no obligation to reimburse all or any part of the cancellation charges to you which relate to the Exhibitor Stand Space and/or Virtual Events Platform resold or re-allocated.

12.6 You shall not have a claim against us 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.

12.7 We may terminate this and any other agreement with you at any time by notice to you if you:

- i. fails to make payment for the Exhibitor Stand Space and/or Virtual Events Platform 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 us and you acknowledge that what constitutes a reasonable time will depend on the facts including the effect that the

breach may have on both us and other Exhibitors. Depending on the circumstances it may be reasonable for us 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 our reasonable opinion is analogous to these.

### **13. ATTENDANCE AND OTHER EXHIBITORS**

13.1 You acknowledge and accept that we are not able to compel visitors/delegates to attend the Event, and that we 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 our reasonable control.

13.2 You acknowledge and accept that the opinions expressed by speakers are their own, and we cannot accept liability for advice given, or views expressed, by them.

13.3 You acknowledge that we have no liability whatsoever regarding the suitability of the Event to meet your needs or the number of visitors to the Event. In the event that we anticipate that the number of visitors falls below an economically viable number, such number being in our sole and exclusive opinion not being economically viable, then we 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 you.

13.4 We shall not be liable to you in the event of the Event being rearranged, postponed or a substituted Venue for the Event being imposed by us.

13.5 We reserve the right to change the date or venue of any Event, no later than 21 (twenty-one) days prior to the Event. Notification of any such change will be sent to each delegate, exhibitor and organisation no later than 21 (twenty-one) days prior to the date of the Event. Our liability in respect of such change will be limited to a refund of the delegate, exhibitor, and sponsor fees if so requested.

13.6 We shall endeavour to ensure that the published programme for an event is provided in advance. However, we reserve the right to alter published programmes and speakers at any time.

### **14. HEALTH AND SAFETY AND ALL LEGISLATION AND REGULATIONS RELEVANT TO THE EVENT**

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

14.2 You 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 the Event Information, you must ensure that you are able to provide evidence if requested.

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

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

14.5 You are responsible for, and must ensure full compliance with, our and the Venue's Health and Safety policy.

14.6 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.

14.7 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.

14.8 Promotional activities are not permitted outside, or on entrance to, an Event Venue.

14.9 No animals other than assistance dogs are permitted at the Event.

## **15. ASSIGNMENT**

15.1 The Contract is personal to you and you 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 our prior written consent.

15.2 You confirm it you are acting on your 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.

15.3 We 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.

## **16. FORCE MAJEURE**

16.1 Neither us nor you 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.

16.2 Where the Event and/or the Virtual Event has started prior to the Force Majeure event, you 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.

16.3 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.

16.4 Unless otherwise agreed in writing by us, we will not be obliged to reimburse you any payments made.

## **17. INDEMNITY**

17.1 You shall fully and effectually indemnify us and keep us indemnified against any liability and all costs, claims, demands, actions, proceedings, and losses whatsoever made against or incurred by us as a result of you exhibiting or advertising any goods or services at the Event and/or a Virtual Event or a breach by you of any third parties' intellectual property rights.

## **18. LIMITATION OF LIABILITY**

18.1 Except in respect of any personal injury or death for which we may be liable at law, our total liability to you in respect of any breach of contract or negligence shall not in any circumstances exceed the total amount of any payment received by us from you for the Exhibition during which any loss arises.

## **19. INSURANCE AND EXCLUSIONS**

19.1 You shall effect, at your 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.

19.2 Exhibitors' stands and exhibits are not accepted into the custody or control of the licensor, and exhibitors shall make their own insurance arrangements. We and UCAS take every precaution to protect exhibitors' property during any event, however they are not responsible for any loss or damage.

## 20. PROMOTION AND REPRESENTATION

20.1 Whilst we will use our reasonable endeavours to organise and promote the Event and/or the Virtual Event in such a manner as it may consider appropriate, we reserve 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 us as to visitor projections, or methods, or timing of promotions shall constitute only general indications of our promotion and organising strategy, and shall not amount to any representation or warranty.

20.2 Any application for Exhibitor Stand Space and/or Virtual Event Platform or any acceptance thereof by us 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 us and you for Exhibition Exhibitor Stand Space and/or Virtual Event Platform.

## 21. DATA PROTECTION

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 <https://www.ucas.com/about-us/policies/privacy-policies-and-declarations/ucas-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 the processing of your personal data.

## 22. GENERAL

22.1 Each and every of our rights or remedies under the Contract is without prejudice to any other right or remedy we have under this or any other Contract.

22.2 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.

22.3 No failure or delay by us 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.

22.4 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.

22.5 The Contract contains all the Terms and Conditions which we have 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. You acknowledge that you have not relied upon any warranty, representation, statement or understanding made or given by or on our behalf which is not set out in the Contract.

22.6 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.

22.7 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.

22.8 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.

## Safeguarding

Anyone coming into contact with children or vulnerable adults (i.e. including by virtual chat, video, chat, telephone, email and social media), shall comply with the following code of conduct.

### 1. You MUST:

- a. Respect the rights, dignity and worth of every individual and treat everyone with equality;
- b. Ensure that the welfare and safety of children and vulnerable people is your top priority;
- c. Be a good role model and display consistently high standards of behaviour and professionalism;
- d. Ensure that the activities that you are responsible for are appropriate to age, maturity and ability;
- e. Bear in mind the fact that children and vulnerable adults may have complicated and/or traumatic backgrounds which could make them sensitive to certain issues;
- f. Recognise an individual's contributions and give positive, constructive feedback;
- g. Remember that someone else might misinterpret your words or actions, no matter how well intentioned;
- h. Take disclosures seriously and report them in writing as fully as possible, as detailed in paragraph 3 below.
- i. When working or communicating with a child or vulnerable adult (including by virtual chat, video, chat, telephone, email and social media), maintain an appropriate distance, both professionally and physically;
- j. Ensure that when you have face-to-face contact with children or vulnerable adults, it is in an open environment and if possible with a responsible adult present;
- k. For any employee under 18, you should ensure that their activities are planned in advance and where possible, any meetings are not held in closed meeting rooms.

### 2. You must NEVER:

- a. Have physical contact with, or get too close to, children or vulnerable adults (there may be occasions when limited contact is appropriate, e.g. a handshake in a professional environment);
- b. Use actions or language that may cause a child or vulnerable adult to lose self-esteem or confidence, or to feel uncomfortable, including use of inappropriate language;
- c. Make sexually suggestive comments to a child or vulnerable adult, even in fun;
- d. Allow allegations of harm made by a child or vulnerable adult to go unreported; and
- e. Exchange personal contact information with a child or vulnerable adult, or engage in personal communication with a child or vulnerable adult.

### 3. Disclosure of allegations

If a child or vulnerable adult discloses an allegation of abuse or you have reason to believe they have suffered harm or are otherwise at risk of harm, or harm to or abuse of a child or vulnerable adult is

observed by you, this should be immediately reported to [events@ucas.ac.uk](mailto:events@ucas.ac.uk). It should then be recorded in writing with as much detail as possible, including the date, time and place of any relevant conversation, the essence of what was said and done by whom and in whose presence.

If a person discloses such information, you should take the disclosure seriously, listen to the person and accept what is being said. You should not express shock, ask leading questions or make promises you are unable to keep (e.g. to keep the information confidential or to stop the abuse happening). You should inform the person at the beginning of the disclosure that you will not be able to keep the information confidential. It may be appropriate to stop the disclosure if you feel that enough detail has been given to enable you to report it.

#### 4. Whistleblowing

There will be no retribution against anybody reporting concerns or allegations about the behaviour of colleagues where this is done in good faith and in the public interest.

## UCAS Exhibitor Health and Safety

Updated: 17 August 2023.

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

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

- Exhibitor responsibilities – risk assessments and guidelines.
- Example Exhibitor risk assessment – Available from ENet.
- Contractor, constructed, and space only stand guidelines.
- UCAS external contractors.
- UCAS: public and employers' liability insurance – Available from ENet.

### 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, and ultimately, the closure of your stand.

When completing your online booking to exhibit, you are required to acknowledge that you will implement appropriate control measures to reduce the risk of injury on and around your stand. You will be prompted to submit an exhibitor risk assessment, an Example Risk Assessment (that highlights the associated risks of exhibiting) is available for you to use or you can submit your own risk assessment.

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

If needed, your stand may require structural sign off and/or earth bonding due to the nature of its size and or build. Please highlight to the Event Organiser and include your stand builder if this is the case, additional charges may apply.

The example risk assessment can be download from your secure ENet account (exhibitor portal) <http://www.ucas.com/enet>.

By submitting your risk assessment (and supporting documents) and agreeing to the Exhibitions terms and conditions, you will be agreeing, on behalf of your organisation/course provider, that you and any member of your staff will agree to comply with your 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.

UCAS is required to collect this information from all exhibitors to comply with health and safety regulations imposed on us by all exhibition venues. When submitting your booking, please ensure:

1. You have completed and submitted an Exhibitor Risk Assessment and if required:
  - method statement
  - scale drawing (if a complex structure or space only)
  - certification (if required LOLER, PAT and load rating certs)
2. You retain one copy of your Exhibitor Risk Assessment, method and certs for your records.
3. A copy of your Risk Assessment is passed on to all staff members representing your course provider at a UCAS exhibition.
4. You have submitted a copy Employers' and public liability insurance certs

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)

### **CONTRACTOR, CONSTRUCTED, AND SPACE ONLY STAND GUIDELINES**

If your University/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)
- certification (if required LOLER, PAT and load rating certs)
- employers' and public liability insurance certs

These should be forwarded to the organisers at least

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

### **UCAS EXTERNAL CONTRACTORS**

An exhibition stand is a workplace covered by health and safety legislation. As an exhibitor/contractor it is your responsibility to ensure that 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.

By submitting your online booking, you are being asked to agree on behalf of your organisation that you and your staff will comply with our Health and Safety policy. All exhibitors must understand and comply with ALL safety measures set out by UCAS and Venue. If needed, your stand may require structural sign off and/or earth bonding due to the nature of its size and or build. Please highlight to the Event Organiser and include your stand builder if this is the case, additional charges may apply.

**Contact us:**

Tel: 01242 544 808 Email: [events@ucas.ac.uk](mailto:events@ucas.ac.uk)

## Allocation of exhibitor stand space (UCAS/Discovery 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
<b>Anticipated number of exhibitors</b>	140 – 250
<b>Anticipated number of visitors</b>	2,500 – 1,000

### UCAS EXHIBITIONS – CAMPUS

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

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

For any complex exhibition stands/spaces or any stand over 4 (four) metres, a structural engineer is required to agree the plans and see and sign off the exhibition stand once built. Exhibiting organisations should submit their risk assessments and method statement along with the structural engineer request. UCAS will arrange a structural engineer and charge this back to the exhibitor. This cost will not exceed £500 +VAT.

## 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 subscribers 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 (one 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, stands are allocated in a random numerical process.

Process for a random allocated floorplan:

- Exhibitors attending the selected event will be inputted into an excel spreadsheet and assigned a random number each using an excel randomising formula of `RANDBETWEEN(0,100000)`

- The list is then sorted in number order from smallest to largest using this allocated random number as the sorting order
- The list is then manually checked and altered if required for the below reasons:
  - The random list has placed local or high volume exhibitors in areas within a close proximity of each other, meaning bottle necks may occur, posing a health and safety risk. Those that will need to be moved will be re-allocated a new random number.
  - Premium stands, Employers & Apprenticeships zone and Student life stand bookings will be allocated in the appropriate allocated zones.
  - Stand position bookings and requests (middle stand, end of row, or space only) means the exact location must be slightly altered out of random number order.
  - Power requests at Campus events only when possible, exhibitors will be moved to locations with access to power
  - Late bookings post floorplan stand allocation will be allocated the next available stand location.
- Stands are then plotted in the random number order starting at the front corner of the hall, exact location to be dependent on venue
- List randomised for each event, therefore the order will be different each time, ensuring complete fairness.
- Non-FE/HE providers are grouped together in a prime area of the exhibition.

#### Extra stand space priorities

When supply does not meet demand for extra stand space at the exhibitions a priority system will be used.

- 1) Priority one – Service Providers
- 2) Priority two – UCAS HEPs geographically closest to exhibition venue
- 3) Priority three – if still space after priority two, first come first served to non-UCAS HEPs

## Terms and conditions for the provision of scanning services and supply of information to UCAS 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 1 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 ENet 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 schedule 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 UCAS Media's rate card.

**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:** your own device which you use to download the App or receive any of the Scanning Services.

**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 data set out in schedule 1 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. The reference to gender may change with UCAS systems improvements.

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 emails.

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 ENet 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 or where you are acting as an agency your principal:

- (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; and
- (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.

3.2 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.

3.3 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 communication preferences was collected by us from Delegates (at the point of booking which can be online or paper form), indicating their preferences to receive communications from exhibitors who scan their ticket and their communication preferences (including email, and/or SMS, and/or postal, as relevant). You can also collect Delegates' 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. You also acknowledge that it is your responsibility to add a licence code and scan an event barcode (from each events scanning instructions) for each event, prior to arriving at the each venue.

4.8 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 ENet 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– Information

As part of the individual registration, students are asked questions about their future HE subject choices. They will be asked for the following information (not all information is mandatory):

- 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 for the following data, but please note we reserve the right change or remove the data requested at any time.

- Study year
- Entry year
- Scanning Preferences – opt ins for you to understand how to communicate scanned contacts/leads.
- Mobile number
- D.O.B.
- Subjects interested in (three fields) in order of preference
- Interest in apprenticeships (yes or no)
- Apprenticeship industries (students are interested in) \*\*
- Booked group
- Email
- Exhibitor notes
- Additional tags

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

\*\* new for 2024