

## Physical Fair Terms and Conditions

### General

In these terms and conditions the expressions shall have the following meanings: "Organisation Attendees" – those persons engaged by the Organisation to represent it at the Event; "Booking Form" – The University's booking form for the Event. "Charges" – the monies to be paid by the Organisation to the University. "Contract" – these Terms and Conditions and the Booking Form together. "Event" – The careers and placement fair as specified. The "University" – The University of Exeter. The "Organisation" – The person, company or organisation that has contracted for a stand or stands at the Event. The "Venue" – the building or space where the University will be holding the Event. "Content" means the information and material (including any logos) provided to the University by the Organisation for use in, or for promoting or advertising the Event. The "Platform" means the online operating system environment provided by the Stryder Corporation trading as "Handshake" on which the Event is held on the Website. The "Website" means the Event website made available by the University on which booking of the Event will take place via the Platform.

#### 1. Duration of the Event

- 1.1. The Event will be open as stated in the Booking Form.

#### 2. Confirmation of a Booking

- 2.1. Submission of a Booking Form is not confirmation of a booking. The University reserves the right to decline any booking and/or put any booking on a waiting list for future fairs. All bookings will be confirmed by the University via an email to the email address in the Organisation Details section of the Booking form.
- 2.2. Once a booking is confirmed by the University this Contract will be deemed to have come into effect.

#### 3. Payment

- 3.1. The Organisation accepts full responsibility for paying all charges set out in the Summary of Charges section of the Booking Form, and any extra charges or interest payments which may arise under this Contract.
- 3.2. Payment for the Event is due after the Event has concluded. The University will issue an invoice for the full amount due. Payment must be made in Pounds Sterling to the account shown on the University invoice. All payments are due within 30 days of the date of the invoice. The Organisation is responsible for paying any bank charges incurred when paying the invoice.
- 3.3. If the Organisation requires the University to complete a supplier form then these must be in the possession of the University a minimum of eight (8) weeks before the start date of the Event.
- 3.4. The Organisation warrants that all information that is provided to the University in the Booking Contract or elsewhere relating to the Event and the booking is accurate and complete at the time of formation of the Agreement. The Organisation understands that the University is relying upon this information and should this information prove not to be accurate or complete the Organisation would bear any liability arising.
- 3.5. In the event that the Organisation provides incorrect invoicing details to the University, the University reserves the right to charge an additional charge of up to £30 for any additional work required to correct its records.
- 3.6. The University reserves the right to charge interest on overdue accounts at 4% above the Bank of England base rate applying as at the date of the invoice. The University reserves the right to use external debt recovery agents and the court system to pursue outstanding debts. Charges incurred to be borne by the person/organisation stated on the booking contract. All debts to the University are pursued. If your organisation is more than 30 days in arrears with payment to the University for previously supplied services, we reserve the right to suspend all subsequent bookings until the account has been settled.

#### 4. Licence to use Organisation's Content

- 4.1. The Organisation grants to the University a nonexclusive, royalty free, worldwide licence with the right to sub-licence solely in connection with the development, production, marketing, promotion and hosting of the Event and the archiving thereof to use, reproduce, digitise, publish, display, exhibit, distribute, transmit and otherwise broadcast (itself or on its behalf) the Organisation's name and Content in relation to (and before, during and after) the Event.

#### 5. Set up of the Event and Use of the Website and Platform

- 5.1. The University shall use reasonable care and skill in the performance of this Contract
- 5.2. The University is responsible for setting up and the running of the Event.
- 5.3. The University will provide the Organisation with the instructions on how the Organisation may access the Event.
- 5.4. The University grants the Organisation and the Organisation Attendees the non-exclusive and limited right to access the Website

and Platform for the sole purpose of participating in the Event.

- 5.5. The Organisation acknowledges that additional terms will apply to specific areas of the Website and Platform including the notices at the bottom of each webpage covering: Using our site | Freedom of Information | Data Protection | Copyright & disclaimer | Privacy & cookies.
- 5.6. The Organisation is responsible for the setup of its Virtual Activity Schedule, and for configuring its information technology and computer programmes to access the Event via the Website and Platform.
- 5.7. The Organisation is responsible for ensuring that all persons (including Organisation Attendees) who attend the Event are aware of the Contract and other applicable terms and conditions, and that they comply with them.
- 5.8. The Organisation is responsible for providing its Content for the Event to the University within the timescales specified by the University. Failure to provide the Content on time may result in the University cancelling the Organisation's attendance at the Event in accordance with clause 6.
- 5.9. The Organisation agrees not to use the Event or provide Content to the University which:
  - 5.9.1. in any way that breaches any applicable local, national or international law or regulation;
  - 5.9.2. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - 5.9.3. to bully, insult, intimidate or humiliate any person;
  - 5.9.4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
  - 5.9.5. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 5.10. The Organisation further agrees:
  - 5.10.1. not to reproduce, duplicate, copy or re-sell any part of the Website or Platform;
  - 5.10.2. not to obtain or attempt to obtain any information that is not intentionally made available to the Organisation through the Website or Platform; and
  - 5.10.3. not to access without authority, interfere with, damage, disable, overburden, disrupt or interrupt any part of the Website or any equipment, network or software used in the provision of the Website or Platform.

## **6. Misuse of the Website and the Platform**

- 6.1. The Organisation agrees not to misuse the Website or Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- 6.2. The Organisation agrees not to:
  - 6.2.1. attempt to gain unauthorised access to the Website or Platform, the server on which the Website or Platform is stored or any server, computer or database connected to the Platform.
  - 6.2.2. not to attack the Platform via a denial-of- service attack or a distributed denial-of service attack. In the event of such a breach, the Organisation's right to use the Website and Platform will cease immediately.

## **7. Cancellation by the University**

- 7.1. The University reserves the right in its absolute discretion and without giving reasons, to refuse or cancel any booking at any time prior to the Event commencement date.
- 7.2. The University reserves the right to cancel any bookings for the Event where such cancellation arises due directly or indirectly to any event or circumstance beyond the University's reasonable control, including without limitation: fire, flood, earthquake, elements of nature or Acts of God, acts of war, epidemic or pandemic, terrorism, riots, malicious damage, civil disorders, rebellions or revolutions, strikes or lockouts, court orders, police orders or third party failure or non-performance and accepts no liability for any inconvenience or loss caused to the Organisation in consequence of such cancellation.
- 7.3. The University may also cancel the Event and terminate this Agreement with immediate effect, with no liability to the Organisation where:
  - 7.3.1. the Event might in the University's reasonable opinion prejudice the reputation or business of the University;
  - 7.3.2. the Event might in the University's reasonable opinion contravene or potentially put the University in breach of the Prevent duties placed on higher education institutions in relation to Counter Terrorism.
  - 7.3.3. In the reasonable opinion of the University the Event does not comply with the University's Freedom of Speech Policy and Code of Practice which can be found at [www.exeter.ac.uk/news/events/freedomofspeechpolicy/](http://www.exeter.ac.uk/news/events/freedomofspeechpolicy/).

- 7.3.4. the Organisation (being a body corporate) convenes a meeting of creditors or enters into liquidation (whether voluntary or compulsory);
  - 7.3.5. the Organisation has a receiver, manager or administrative receiver appointed of the whole or any part of its undertaking,
  - 7.3.6. a resolution is passed or petition presented to any court for the winding-up of the Organisation or any person takes any step to appoint an administrator of the Organisation;
  - 7.3.7. any proceedings are commenced relating to the insolvency of the Organisation in any jurisdiction to which the Organisation or any of its assets is subject;
  - 7.3.8. the Organisation has, suffers or allows any execution to be levied on its assets or obtained against it;
  - 7.3.9. the Organisation commits a material breach of any of its obligations under this Agreement;
  - 7.3.10. the Organisation is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 7.3.11. the Organisation ceases or threatens to cease trade; or
  - 7.3.12. the Organisation is more than thirty (30) days in arrears with payment to the University for previously supplied services or, where pre-payments are due, where such pre-payments are not paid.
- 7.4. Termination of this Agreement by the University in accordance with this Clause 4 shall not affect the rights and duties the Parties accrued under this Agreement prior to termination.
- 7.5. Where this Agreement is terminated in accordance with the provisions of Clause 4.3, the University reserves the right to invoice for the Charges due.

## **8. Cancellation by the Organisation**

- 8.1. All cancellations must be received by the University in writing. An Organisation may cancel a booking without cost if the University receives written notice prior to the cancellation date set out in the Booking Form (the "Cancellation Date").
- 8.2. In the event that the Organisation cancels its booking after the Cancellation Date, the Organisation will be liable for the Charges.
- 8.3. In the event that the Organisation fails to attend the Event without cancelling its booking in accordance with Clause 5.1, the Organisation will be liable for the Charges.

## **9. Stands**

- 9.1. The University will allocate the Organisation a stand at the Venue for its use during the Event. It is the University's decision as to where in the Venue this stand will be.
- 9.2. It is the Organisation's responsibility to ensure that its displays, banners, other paraphernalia and property ("Display Goods") do not exceed its allotted boundaries, as set out in the Booking Form. No part of any stand or exhibit may overhang any gangway or exceed the allotted boundaries of a stand space. The Organisation will not be permitted to erect Display Goods in such a manner as, in the opinion of the University, such goods obstruct the light or impede the view along the open spaces or gangways, or to occasion inconvenience or otherwise affect the display of other organisations exhibiting at the Event.
- 9.3. The Organisation is responsible for any Display Goods and other property which it brings on to the University's premises or in to the Venue.
- 9.4. In the event that the Organisation contravenes this clause 6 the University reserves the right to refuse the Organisation access to the Venue and/or remove the Organisation's property from the Venue.

## **10. Organisation Attendees**

- 10.1. The Organisation is allowed to bring a maximum of four (4) Organisation Attendees to the Event.
- 10.2. If the Organisation wants to bring more persons to the Event it shall make a written request to the University, in which the Organisation will include the number of extra persons it wishes to bring and the reason why. The University will decide in its sole discretion whether to accept the request or not.
- 10.3. In the event that the Organisation fails to follow the procedure in Clause 7.2 and brings to the Event more than 4 (four) Organisation Attendees, the University will ask for all additional persons in excess of the permitted 4 (four) Organisation Attendees to leave the Event and Venue.

## **11. General Instructions by the University**

- 11.1. All areas of the Event shall remain alcohol free and visitors should observe the University's No Smoking Policy at all times.
- 11.2. The Organisation will comply with the reasonable instructions of the University or its staff and comply with all health and safety and fire regulations which apply to the Venue.
- 11.3. The Organisation will not bring any hazardous or dangerous items to the Event, into the Venue or on to the University's premises

without the University's prior written permission.

11.4. The Organisation shall ensure that the Organisation Attendees attending the Event will:

- 11.4.1. act in a proper and orderly manner;
- 11.4.2. follow all health and safety and fire regulations which apply to the Venue; and
- 11.4.3. comply with all reasonable requests from University staff.

11.5. The University reserves the right to terminate any booking during the period of the Event in the event that this Clause 8 is not adhered to by the Organisation.

## **12. Promotion of and attendance at the Event by Students**

12.1. The University gives no guarantees about the number of students who will attend the Event or the level of publicity it has undertaken to promote the Event.

## **13. Samples**

13.1. The Organiser may bring samples of its corporate merchandising for distribution to Students at the Event. Notwithstanding the foregoing the Organiser agrees not to bring to the Event any perishable items, such as food and drink, which is not contained or sealed in appropriate packaging or in any way contravenes food hygiene legislation. The Organisation accepts full liability for any injury caused. The University will not accept any liability in this regard.

13.2. The Organiser hereby accepts liability for all acts or omissions of itself, the Organisation Attendees and undertakes to indemnify the University and keep it indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against the University or incurred or become payable by it arising therefrom or in respect thereof, for any claims arising out of the supply by the Organiser of samples of any kind whatsoever, whether such samples be sold or given away free and including any legal costs and expenses and any compensation costs and disbursements paid by the University in settling any such claims.

## **14. Deliveries**

14.1. If any items for the Event are to be delivered to the Venue or to the University's premises prior to the Event, arrangements must be made with the University in advance and deliveries will only be accepted on the day prior to the Event, between the hours of 9am and 4pm. The University will use reasonable endeavours for the safekeeping of such items which will nevertheless remain at the Organisation's risk and the University will not be held responsible in the event of loss, theft or damage to the same. Any deliveries should be clearly marked with the Organisation's name and the Event details, including the date of the Event and the Venue name.

## **15. Waste Removal and Cleaning**

15.1. The Organisation is responsible for ensuring all litter is cleared away and the site left as it was found. All waste must be taken away by the Organisation. A disposal charge of £100 will be applied should any waste from the Event remain on the premises.

## **16. Liability of the University**

16.1. No liability or responsibility is accepted by the University for the safety of or damage to or loss of any personal property belonging to the Organisation, Organisation Attendees, or other visitors whilst attending the Event, in the Venue or on the University's premises, except to the extent that such liability may result from the University's or its staff's negligence.

16.2. The University retains public liability insurance in respect of the Event; however such insurance only applies in the event that the University or its staff held to be negligent. The Organisation is therefore strongly advised to carry its own insurance in respect of accidents or other matters of injury, loss or damage which may arise in connection with the Event, especially in the event that an accident occurs for which the Organisation is held to be responsible.

16.3. The University shall use reasonable care and skill in the performance of this Agreement.

16.4. Save insofar as such liability may not be lawfully excluded, the University shall have no liability or obligation under this Agreement or otherwise in contract or in tort arising out of or connected with the performance of this Agreement (including, but not limited to, loss, damage or delay of any nature whatsoever or howsoever caused whether direct or indirect or consequential and whether or not caused by the negligence of the University, its employees, agents or sub-contractors) save as expressly provided in this Agreement and, save as aforesaid, all warranties, terms, obligations or duties, express or implied by statute, common law or otherwise in relation to this Agreement or any term or terms thereof or its or their performance are hereby excluded.

16.5. The total liability of the University under this Agreement or otherwise (whether or not caused by the negligence of the University, its employees, agents or sub-contractors) arising out of or in connection with the performance or purported performance of or failure in the performance of this Agreement shall not exceed the total Charges (excluding VAT) payable by the Organisation to the University under the terms of this Agreement. The University expressly excludes liability for indirect or consequential loss or damage for loss of profit or goodwill which may arise out of or in connection with the performance or purported performance of or failure in the performance of this Agreement.

16.6. The University does not guarantee that the Website or Platform will be secure or free from bugs or viruses.

16.7. The University will not be responsible for:

- 16.7.1. the Organisation's use of, or inability to use the Website or Platform;

- 16.7.2. the Organisation's use of or reliance on any content (including the Content) on the Website or the Platform; and
- 16.7.3. any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, failure of any email or online application to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any combination of these, including any injury or damage to an Organisation's or Organisation Attendees' computer or mobile device related to or resulting from using the Website or Platform.
- 16.8. Save insofar as such liability may not be lawfully excluded, the University expressly excludes (whether or not caused by the negligence of the University, its employees, agents or sub- contractors) liability for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss which may arise out of or in connection with the performance or purported performance of its obligations under this Contract.
- 16.9. The Website and Platform are made available on an "as is" basis and all warranties, terms, obligations or duties, express or implied by statute, common law or otherwise in relation to this Contract or any term or terms thereof or its or their performance are hereby excluded.
- 16.10. The total liability of the University under this Contract or otherwise (whether or not caused by the negligence of the University, its employees, agents or sub-contractors) arising out of or in connection with the performance or purported performance of or failure in the performance of this Contract shall not exceed the total Charges (excluding VAT) payable by the Organisation to the University under the terms of this Contract.

## **17. Notices**

- 17.1. Unless advised otherwise in writing, the University's address for the service of notices shall be Northcote House, The Queen's Drive, Exeter, EX4 4QJ or [gradrec@exeter.ac.uk](mailto:gradrec@exeter.ac.uk)
- 17.2. Unless advised otherwise in writing, the Organisation's address for the service of notices shall be those details set out in the Organisation Details section of the Booking Form.
- 17.3. Both parties hereby consent to receive notices via email correspondence.

## **18. Upcoming Events**

- 18.1. The University will send information about upcoming events to the Organisation via the contact details set out in the Organisation Details section of the Booking Form. The Organisation will notify the University in writing if it does not want to receive any such notifications or wishes to amend the contact details for such notifications.

## **19. Modern Slavery**

- 19.1. In performing its obligations under the agreement the Organisation shall comply with all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

## **20. Prevent Duty**

- 20.1. The Organisation acknowledges that Section 26 of the Counter-Terrorism and Security Act 2015 (the Act) places a duty on the University to have due regard to the need to prevent people from being drawn into terrorism (the "PreventDuty")
- 20.2. The Organisation hereby declares and warrants that, to the best of its knowledge :
- 20.2.1. None of the Organisation Attendees has ever been prohibited from speaking at the University or any other institution; and
- 20.2.2. None of the Organisation Attendees has a track record of extremist and illegal views and/or support for a terrorist organisation; and
- 20.2.3. No topic to be covered during the Event is likely to convey extremist and/or illegal views and/or support for a proscribed terrorist organisation.
- 20.3. The Organisation agrees that it will notify the University immediately in writing if at any time (including during the Event when it will only be obliged to notify the University verbally) it is unable or, acting reasonably, believes it may not be able, to confirm any part of the declaration at Clause 17.2.
- 20.4. The Organisation agrees that it will comply with any restrictions ("Restrictions") placed on the Event by the University acting reasonably in the event that the University considers there to be a risk that the Event may place it in breach of the Prevent Duty.
- 20.5. The University shall be entitled to cancel the Event in whole or in part (which shall be at its entire discretion) any time prior to the Event or during the Event in the following circumstances:-
- 20.5.1. The University believes, acting reasonably , that there has been a breach of Clause 17.3; or
- 20.5.2. The Organisation refuses to or fails to comply with a Restriction in whole or in part; or
- 20.5.3. The University reasonably considers there to be a risk that it will be placed in breach of the Prevent Duty if the Event goes ahead
- 17.6 In the event that the University cancels in whole or in part pursuant to Clause 17.4 then the Charges, where applicable, and set

out in the booking form, hereof shall be payable by the Organisation to the University.