

EHEF Terms & Conditions

Fair profile

Country: Thailand
Date: 31 October 2009 – 1 November 2009
Venues: Queen Sirikit National Convention Center
Website: www.ehef-bangkok09.org

Main Implementing Agency:

NUFFIC
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Exhibitor fees: 950 EUR

This includes:

- request for free participation in the Thailand-EU Higher Education Symposium on 30 October 2009;
- approximately 6 sqm of exhibition space for two days: 31 October – 1 November 2009;
- a standard booth (approx. 3m x 2m with fascia board and surrounding walls);
- basic furniture and facilities in the booth (1 lockable cupboard, 2 chairs, 1 table, carpeted floor, 1 wastepaper bin, electric outlet, air-conditioning during opening hours, basic cleaning of general areas and general security services);
- one entry in the official EHEF catalogue.

Terms and conditions for Exhibitors

These are the terms and conditions agreed by:

“The Implementing Agencies”, (EUA, DAAD and Nuffic), and “The Exhibitor”, the eligible institution, network or consortium of institutions, National Representation, or their representative which has made a successful application to the Implementing Agencies to participate at the European Higher Education Fair.

In these conditions:

“The European Higher Education Fair” or “Fair” is that organised by the Implementing Agencies in the country specified in the Fair profile;

“The Venue” as defined in the Fair profile

“The National Coordinating Structure” as listed on the Fair website.

Exhibitor Selection criteria for Higher Education Institutions

In order to be eligible to exhibit at the EHEF Bangkok 2009, the institutions must:

- be a higher education institution with their headquarters in one of the 27 EU Member States,
- be recommended by the appointed national coordinator of the relevant EU Member State,
- provide courses at the undergraduate level and / or the postgraduate level of higher education leading to recognised degrees,
- provide degree courses that are accredited by the competent national authority in the relevant EU Member State,
- have a strong international dimension or be actively seeking to develop one, i.e. offer courses (preferably English-taught) and support services particularly aimed at international students.

Priority will be given to individual higher education institutions with a focus on postgraduate courses.

For each EU Member State, booths are allocated to eligible higher education institutions on a first-come, first-served basis, based on the date and time of arrival of the complete, signed application form by fax at the National Coordinating Structure before the application deadline. If the number of applications exceeds the number of booths available for the EU Member State, a waiting list will be constituted. Eligible institutions will be placed on this waiting list according to the date and time of arrival of complete, signed application form by fax at the National Coordinating Structure before the application deadline.

The Implementing Agencies and National Coordinating Structures reserve the right to select institutions to take part in the European Higher Education Fair based on the exhibitor selection criteria, as described above. Applicants will be notified by email of the decision.

Complete, signed applications from National Representations have to be sent by fax to the Main Implementing Agency, as defined in the Fair Profile, before the application deadline. The Implementing Agencies reserve the right to select the National Representation from each member state from among the applications.

Cancellation

Cancellation fees will be charged for withdrawal, for whatever reason, from a European Higher Education Fair as of the date of receipt of notice of withdrawal by original letter. Cancellation rates are as follows:

- 50 per cent of the full European Higher Education Fair exhibitor fee, seven to ten weeks to the European Higher Education Fair Bangkok (**after 22nd August 2009**);

- 100 per cent of the full European Higher Education Fair exhibitor fee, six weeks or less prior to the European Higher Education Fair Bangkok (**after 19th September 2009**).

Notice of withdrawal must be supplied in writing to the Main Implementing Agency (see Fair Profile). If faxed it should be followed by the original copy by post. Notification by email alone is not sufficient.

Cancellation of the European Higher Education Fair Bangkok 2009

The Implementing Agencies reserve the right to postpone, curtail, move, extend or abandon a Fair, or to move Exhibitors, or to close individual or all sections of the Exhibition temporarily or permanently, if unforeseen events so require. Should it be necessary to postpone, curtail, move, extend or abandon the Fair, or to move an Exhibitor, the Exhibitor shall not be entitled to withdraw from the contract nor to claim indemnity.

If the Implementing Agencies cancel the European Higher Education Fair Bangkok due to *force majeure*, all efforts will be made to reimburse exhibitor fees and any additional fees paid to the Implementing Agencies included in the official application form (i.e. additional equipment or catalogue advertisement). Exhibitors will be responsible for any cancellation charges on flights, accommodation and any other costs they may incur.

Payment schedule

The Main Implementing Agency (see Fair Profile) will invoice Exhibitors for the European Higher Education Fair booth and any additional costs before the event takes place. Terms of payment and deadlines are stated on the application form as well as on the invoice and must be respected in order for the Exhibitor to be able to take part in the Fair. The Main Implementing Agency reserves the right to cancel the contract and otherwise dispose of the space reserved if payments are not remitted on time. In such an event, the Main Implementing Agency shall not be liable for any resulting costs, damages and/or losses charged to the Exhibitor. If on the instructions of the Exhibitor, invoices are made out to a third party, the Exhibitor continues to be liable for all charges.

VAT

Amounts invoiced by the Implementing Agencies are exempt of VAT. The Implementing Agencies reserve the right to send a supplementary invoice for VAT if required by EU legislation.

Accommodation, travel and freight

Please note that the European Higher Education Fair exhibitor fee does not include accommodation, subsistence, freight or international or domestic travel costs.

Loss or damage to Exhibitor's property

The Implementing Agencies will not accept any liability for the damage, theft or loss of any Exhibitor's property in any circumstances. The Exhibitor is responsible for taking out adequate insurance.

Loss or damage caused by Exhibitor

The Exhibitor will indemnify the Implementing Agencies against: all actions, claims, suits, costs, expenses, demands (whether in respect of damage to property, personal injury or otherwise and including all legal costs and other expenses suffered or incurred by the Implementing Agencies) which any person may bring or claim arising from and out of the use of the Venue by the Exhibitor, its employees, servants, contractors and invitees; loss and damage to the Venue and to any property therein arising out of the use of Venue by the Exhibitor, its employees, servants, contractors or invitees and in particular but without prejudice to the generality of the foregoing caused by the use or misuse of water, gas or electricity.

Personal accidents

The Exhibitor must occupy and use the Venue and the space there allocated to it at its own risk and neither the owner nor the Implementing Agencies accept any liability for any accident, damage or injuries suffered at the Venue by the Exhibitor, its servants, agents, contractors, invitees, members of the public, or any person whatsoever.

Disclaimer

The Implementing Agencies accept no liability for loss or damage suffered by the Exhibitor and caused by:

- the failure of any service or amenities which the Implementing Agencies is responsible for providing;
- the failure of any service or amenities to be provided by the European Higher Education Fair subcontractors;
- cancellation or suspension of the European Higher Education Fair due to *force majeure*, including war, earthquake, typhoon, adverse weather, strikes or by reason beyond the Implementing Agencies' control.

The Implementing Agencies accept no responsibility whatsoever for licensing matters, customs duties, import charges, taxes, the delivery of visas, hotel rooms or Exhibitors' travel arrangements.

Booths

Exhibitors will be allocated a booth as detailed in the Fair profile. Exhibitors will accept the booth that is allocated to them by the Main Implementing Agency. Exhibitors must not change the booth structure, fascia board, flag, carpeting or walls or any other element that is common to all booths. Depending on the location of the booth area, specific locations may have electrical boxes, cables, water pipes running through or beside the booth.

Booth representatives may not include agents.

Promotional materials and displays

Exhibitors are not allowed to distribute literature or materials or any promotional items of any sort outside of their booth, either inside or outside the Fair exhibition area. Exhibitors may be asked to submit all promotional items, materials, literature and displays to the Implementing Agencies for approval and to make such changes as shall be agreed. If agreement cannot be reached, the Exhibitor must withdraw the literature, material or display. The Implementing Agencies reserve the right to close down any booth not respecting the Implementing Agencies' requirements. Agent's promotional literature must not be displayed nor distributed at the Fair.

Use of venue

The Venue shall not be used for any illegal or immoral purpose and the Implementing Agencies reserve the right to remove all material that in their sole opinion may be considered offensive or obscene. The Venue shall not be used for the purpose of betting or gambling. All goods and property brought into the Venue are brought in at the owner's risk. Escalators and passenger elevators shall be dedicated for the use of passengers and shall not be blocked or be used to transport freight or equipment or material of any nature.

Disputes

Should the Exhibitor and the Implementing Agencies be in dispute on the meaning or interpretation of any of the terms of this agreement, including failure to agree on an event of *force majeure*, the matter will be referred to the European Commission for arbitration.

Notices

If either party wishes to give notice to the other party under this agreement it shall be by registered delivery or first class mail to the Main Implementing Agency (see Fair Profile).

Termination of agreement

The Implementing Agencies are entitled to terminate without notice their agreement with an Exhibitor if:

- the Exhibitor or its designated representative commits any breach of, or fails to observe, any of the conditions or regulations set out in these terms and conditions;
- the Implementing Agencies, in their sole and absolute discretion, decide that the agreement shall be terminated;
- the Exhibitor has a receiver appointed over all or part of its assets, enters into liquidation, or commits an act of bankruptcy, whether compulsorily or voluntarily;
- the Exhibitor fails to pay any sum due.

In the event that the Agreement is terminated by the Implementing Agencies unless otherwise agreed between the Implementing Agencies and the Exhibitor in writing, the Exhibitor will pay to the Implementing Agencies any expenses or loss incurred by the Implementing Agencies arising as a consequence of such termination.

Privacy Policy

This Privacy Policy sets out the data processing practices carried out through the use of the Internet and www.ehef-bangkok09.org. If you have any requests concerning your personal information, any queries with regard to these practices or if you wish to modify or to remove your personal data, please contact us at fair@ehefbangkok09.org.

We collect personal information through the registration process only.

We do not sell trade or rent your personal information to third parties.

We do only disclose personal information to our partners and to other organisms related to the event you register to, and to the suppliers we engage to process data on our behalf.

Given that the Internet is a global environment, using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis. Therefore, by making an online registration on the EHEF Bangkok websites and by communicating electronically with us, you acknowledge and agree to our processing of personal data in this way.

Governing law

By submitting the application to exhibit at the Fair, the Exhibitor agrees to these Terms and Conditions. The mutual rights and obligations residing in this contractual relationship shall be interpreted in accordance with the Belgium laws. Should any of the above conditions be or become null and void, the other conditions shall continue to be valid.