

# EXHIBITOR BOOKING FORM

2010 World Congress of the World Federation of Colleges and Polytechnics,  
hosted by AoC  
Driving global recovery through education  
Sunday 14 – Monday 15 November, ICC, Birmingham, UK

## Included in the Exhibitor Fee is:

### Pre-event:

Name, profile and link to exhibitor website on the 'exhibition page' of the conference website pre-event

### Onsite:

Exhibition space (see options below) for duration of conference

Set-up available from Saturday evening 13 November

500w (2amp) basic power supply

Two delegate passes for Option 1 (see options listed below) and one delegate pass for Option 2, includes entry to the conference sessions, lunch and refreshments

Includes delegates drinks reception hosted in the exhibition hall, Sunday 14 November evening (Wine & glasses provided)

Name, profile, web address and position of stand in the delegate pack, as part of the 'exhibitors' listing

### Not included

Additional delegate passes\*, dinner passes or accommodation

\*See page 2 for additional exhibition staff costs

## EXHIBITOR INFORMATION:

Title Mr/Mrs/Ms/Dr/Other: \_\_\_\_\_ Job Title: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

URL Address: \_\_\_\_\_ Type of Business: \_\_\_\_\_

## Options and prices:

Location	Option	Size of space	Price	Including VAT
Hall 8	Option 1	3m wide x 2m depth x 2.5 m high	£1,200.00	£1,410.00
Hall 8	Option 2	2m wide x 2m depth x 2.5 m high	£800.00	£940.00

PLEASE SEE OVERLEAF FOR FEES AND OUR TERMS AND CONDITIONS, WHICH FORM PART OF THIS AGREEMENT



## Exhibitor's Terms and Conditions:

In these terms:

"**AoC**" means AoC Management Services Limited;

"**Booking Form**" means the exhibitor booking form attached to these terms and conditions;

"**Event**" means the event set out on the Booking Form;

"**Exhibitor**" means the exhibitor set out on the Booking Form;

"**Exhibitor Fee**" means the fee set out as the agreed exhibitor fee in the Booking Form; and

"**Venue**" means the venue set out on the Booking Form.

### **Agreement:**

The Booking Form constitutes only an offer by the Exhibitor to exhibit at the Event on these terms and conditions only. AoC reserves the right to accept or refuse such offer at its sole discretion.

In the event that AoC accepts the Exhibitor's offer to exhibit, AoC will provide written confirmation of the booking and this will create a legally binding contract between the Exhibitor and AoC on these terms and conditions only to the exclusion of all others (this "**Agreement**").

### **Payment:**

On providing such written confirmation to the Exhibitor, AoC will issue its invoice to the Exhibitor in respect of the Exhibitor Fee. The Exhibitor shall make payment to AoC no later than the earlier of: the last working day prior to the Event; or 30 days following receipt of the invoice, regardless of the terms of the invoice.

The Exhibitor Fee is exclusive of VAT, which shall be charged by AoC in addition where appropriate.

### **Term:**

This Agreement commences on the date of AoC's written confirmation of the booking, and shall terminate at the end of the Event except when expressly provided otherwise in these terms.

### **Exhibition:**

The Exhibition will be as set out on the Booking Form. Further details of the Event and the positioning of the Exhibitor's stand space will be issued following receipt of payment. The position and size of the Exhibitor's stand space and the area provided for such stand space shall be at AoC's discretion. Where the Exhibitor seeks to book more than one block or unit of exhibition space, the entire area shall be treated as one booking for the purposes of this Agreement.

The Exhibitor shall not transfer, divide or share its exhibition space allocation with any other exhibitor or organisation without AoC's prior written consent. In the event that the Exhibitor does share its exhibition space with another organisation, AoC holds the Exhibitor fully responsible for that organisation, and shall ensure that it abides by these terms.

The Exhibitor agrees that it shall not make any alterations to the Venue, or fix any items to the walls or floor or suspend items from the ceiling of the Venue. AoC does not accept any responsibility in any circumstances (including, without limitation, cancellation of the conference) for the costs of supplying and erecting any exhibition stand or related materials. At the end of the conference, the Exhibitor shall ensure that it promptly removes its stand, and all other structures, equipment, goods, advertising material and waste from the Venue.

### **Termination:**

If the Exhibitor cancels this Agreement, AoC shall refund (subject to any costs as set out below) to the Exhibitor a percentage of the fees determined in accordance with the table below:

0-10 working days' notice	0%
11-20 working days' notice	25%
21-30 working days' notice	50%
31 or more working days' notice	100%

If AoC finds a replacement exhibitor, in addition to the percentage of the fees set out above, AoC will give credit to the Exhibitor for the amount received by AoC from the replacement. In any event, AoC shall be entitled to retain from any refunded fees a sum equivalent to its actual administration expenses, the costs of materials and any costs to which AoC is committed when the Exhibitor cancels this Agreement. Any cancellation by the Exhibitor shall not be effective until received in writing (excluding e-mail) by AoC.

If the conference is cancelled by AoC (other than as a result of events beyond the reasonable control of AoC), AoC shall refund the full fee paid by the Exhibitor.

**Indemnity and Limitation of Liability:**

Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

Subject to the above paragraph, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for loss of profit, revenue, use, anticipated savings, goodwill, or opportunity, financial or other economic loss in each case whether direct or indirect, or any indirect or consequential loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.

Subject to the above two paragraphs, the total liability of AoC to the Exhibitor whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss or damage, costs or expenses arising under or in connection with this Agreement shall not exceed an amount equal to 250% of the Exhibitor Fee.

**Indemnity and Limitation of Liability: *Continued***

Subject to the exclusions and limitations of liability above, the Exhibitor shall be liable for and hereby indemnifies AoC, up to a maximum amount equal to 250% of the Exhibitor Fee, against all reasonable costs, expenses, claims, damages, losses or liabilities incurred by AoC in respect of:

- any claim made by a third party against AoC in respect of any damage to property (whether real or personal) or any injury to any person (including injury resulting in death), in either case, caused directly by any negligent act or omission by the Exhibitor or its officers, employees, contractors or agents; and
- all costs, losses or liabilities arising out of any claim that the Exhibitor's displays and materials infringe the intellectual property rights of any third party.

This clause shall survive the termination or the expiry of this Agreement.

**AoC's obligations:**

AoC will:

- organise or procure the organisation of the Event to a high standard and to the best of its ability;
- obtain and secure compliance with all necessary consents, licences and approvals of all relevant governmental, local or other competent authorities in connection with the organisation and operation of the Event;
- not do or knowingly permit to be done anything which is prejudicial to the good image of the Exhibitor.

**Exhibitor's obligations:**

The Exhibitor (including its officers, employees, contractors and agents) and the Exhibitor's stand must comply in all respects with all applicable laws, regulations, and rules and conditions of the Venue relevant to it, and with any relevant trade codes of practice.

**General:**

No amendment or variation of this agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and nothing in this agreement shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this agreement.

Both parties agree that in entering into this agreement, they do not rely on any statement, representation or assurance of any person relating to the subject matter of the agreement other than as expressly set out in this agreement, or as agreed between the parties in accordance with these terms.

This Agreement is personal to the Exhibitor and the Exhibitor will not assign, transfer or sub-contract any of its rights or obligations under this Agreement.

Both parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this agreement; and this agreement shall be governed by and construed in accordance with English law.