



# CAREERS FAIR BOOKING FORM

This is an interactive PDF Form.

EXHIBITOR COMPANY DETAILS			
Company Name:			
Key Contact Name:			
Key Contact Email:			
Key Contact Telephone:			
Accounts Contact:			
Accounts Contact Email:			
Accounts Contact Telephone:			
Invoicing Address:			
VAT Number:		PO Number:	

Please select the package/s you wish to book

Package	Price	
Package A - Recruiter Full Participation	£1650 ex VAT	<input type="checkbox"/>
Package B - Exhibitor Full Participation	£1430 ex VAT	<input type="checkbox"/>
Dedicated Advertising Board	£450 ex VAT	<input type="checkbox"/>
Job Advertising only - Conference & Online	£150 ex VAT	<input type="checkbox"/> Quantity:
Job Advertising only - Online Only for 1 Month	£75 ex VAT	<input type="checkbox"/> Quantity:

*By signing this agreement, you are agreeing to the Terms and Conditions found on pages 2 - 3.*

Signature:		Date:	
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# IATEFL EXHIBITOR TERMS AND CONDITIONS

These terms and conditions ("Conditions") apply to the provision of services by the International Association of Teachers of English as a Foreign language (IATEFL) ("the Recipient" or "We"). By submitting your order acknowledgement you agree to be bound by these conditions; we will not accept orders or supply such services on any other conditions.

These Conditions define the terms under which:

The Recipient and the submitting company ("the Client" or "You") enter in a contractual agreement for the services supplied by the Recipient, whether advertising, exhibition space, or otherwise as set out in our order acknowledgement ("the Service"). The Service relates to the International IATEFL Conference and Exhibition in Liverpool in 2019 ("the Event"). The Conditions will also include what is permitted by the Client in the Events Forum, panel discussion, Talks and workshops ("Sessions").

Liability: Nothing in these Conditions shall operate to exclude any liability of the Recipient to the Client for any matter which it would be illegal for the Recipient to exclude or attempt to exclude its liability. The Recipient will have no liability whatsoever for any special, indirect or consequential loss however caused or arising.

In the event that the Client commits any breach of these Conditions it shall immediately rectify the breach and fully indemnify the Recipient against any fines, losses, costs, damages, claims demands, expenses, loss of profit or indirect and consequential losses that may occur.

## 1. Contractual period

- 1.1 These Conditions shall be deemed to have commenced on the date the order acknowledgement is submitted and shall continue until the 5th April 2019 ("the Service Period"). Exhibition confirmation will be confirmed by the Recipient by email and invoice. The Recipient reserves the right to refuse participation without giving a reason.

## 2. Price and payment

- 2.1 Unless otherwise agreed by the Recipient in writing, the price for the Service shall be the price set out in the exhibition confirmation.
- 2.2 All prices are exclusive of VAT and any other duty or taxes which shall be added to the Client invoice if applicable and shall be payable by the Client.
- 2.3 Unless otherwise stated by the Recipient on the order form, or agreed by the Recipient in writing, payment is due in full and in cleared funds within 30 days of the invoice date.
- 2.4 Both parties acknowledge and accept that they will negotiate and resolve through discussion and/or mediation, any subsequent issues that may arise as a result of unforeseen circumstances that may alter these Conditions.

## 3. Cancellation Policy

- 3.1 Once confirmed, the order acknowledgement remains effective until the Service Period ends. Cancellations by the Client does not relieve them of their financial obligations under these conditions and does not entitle them to a full refund. The order acknowledgement acts as a binding agreement and cancellation prior to the Event will incur costs to the Client in line with the following cancellation terms. All cancellation deadlines denoted are in UK time.

3.1.1 Cancellation by the client before Tuesday 1st January 2019 will result in the Client being refunded 90% of the full order costs;

3.1.2 Cancellation by the client from Tuesday 1st January 2019 until Thursday 31st January 2019 will result in the Client being refunded 50% of the full order costs;

3.1.3 Cancellation by the client from Friday 1st February 2019 until Thursday 28th February 2019 will result in the Client being refunded 25% of the full order costs;

3.1.4 Cancellation by the client from Friday 1st March 2019, will result in the client forfeiting all charges that have been paid and they will not be entitled to any refund.

- 3.2 The Recipient may terminate this Agreement at any time by notifying the Client in writing or by email. Upon such termination, the Recipient shall return to the Client all fees paid to the Recipient, at our discretion.

## 4. Force Majeure

- 4.1 In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labour disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause which is beyond the control of either party.

## 5. Event related services

- 5.1 The Conditions in this clause apply to the supply of Event related Services, such as exhibition stands, filming and advertising within the Event. The client shall:
  - (a) comply with all instructions and regulations issued by the Recipient, its nominated agents or by the venue and with all applicable legislation, codes and standards;
  - (b) maintain in force with a reputable insurer for the duration of the Event, public liability insurance with minimum cover of £2,000,000 per claim in respect of any claim arising from your presence at the Event;

c) ensure that your stand or display, if any, is ready when the Event opens, is manned throughout the Event and is not taken down, removed or dismantled before the Event closes;

(d) agree that your Representatives will cooperate with us in all matters relating to the Services and shall not cause annoyance or offence to other participants at the Event or bring us or our Event into disrepute;

(e) warrant that you will not use the venue, or any part of it, or the stand other than for the purpose specified in these Conditions.

- 5.2 If the Client repeatedly fails to comply with any of the above Conditions, the Recipient reserves the right to terminate this agreement without liability and ask the Client to leave, and all charges paid will be forfeited.

- 5.3 You may not share your exhibition stand or display area with any other party without prior written consent.

- 5.4 Whilst Event details are correct in all material when publicised, we reserve the right to make changes to the Event location, dates, content, programme, layout or timing without liability to you. You will be notified of any material changes as soon as reasonably practicable.

- 5.5 The Recipient reserves the right to cancel an Event at any time and for whatever reason in which case we shall refund the price paid for the Service in full, usually within four weeks of cancellation. The Recipient's total liability to the Client in respect of the Recipient cancelling an Event is limited to refunding the price that the Client has actually paid.

- 5.6 The Client is responsible for checking for details of any cancellation or changes before travelling. The Recipient is not liable to the Client for any travel, accommodation or other costs incurred as a result of any cancellation, relocation or rescheduling of the Event or change of information.

- 5.7 The Recipient shall organise the Event with reasonable care and skill, but makes no warranty as to the numbers or quality of participants at the Event.

- 5.8 The Client attends the Event entirely at the Client's own risk. The Client is responsible for taking out appropriate insurance to cover eventualities such as cancellation, non-attendance, travel difficulties, ill health, liability, fire, theft and loss or damage to person or property in connection with the Event. To the fullest extent permitted by law, the Recipient shall not be liable to the Client for any loss or damage to the Client's property or person whilst attending, or in connection with, the Event.

- 5.9 Clients must comply with all applicable laws and regulations (including the venue's regulations) in regards to Health and Safety legislation. The Client must also notify the Recipient as soon as they become aware of any health and safety issues arising in relation to the Event. Clients must obey all safety announcements and comply with all reasonable requests from the Recipient and/or the venue staff or nominated agents. All electrical appliances must be safe, in good repair and fit for purpose. The Recipient reserves the right to inspect and remove any electrical item they consider to be unsafe.

- 5.10 The Client is responsible for the removal of their own goods and supplies at the end of the Event and ensuring their space is left in a clean and tidy condition. The Recipient reserves the right to remove and/or destroy any of the Client's property or materials which are not removed from the venue in accordance with the Event breakdown instructions after the Event closes. Clients will be held liable for any damage done to the Recipient's or the Venue's property, or for the cost of disposal of any items left.

- 5.11 The Recipient gives no warranties, conditions, guarantees or representations in relation to their services of any particular result or outcome of using the Services, or that they will meet your requirements. This includes the preferred contractor, the venue facilities, delivery, furniture and graphic companies that are recommended by the Recipient.

- 5.12 The Recipient has the right to stop any promotion, filming, drinks reception, stand activity and any activity at a Session if it is deemed to be a breach of the Recipient's policy, or the venue's policy, is causing offence, disturbing other participants, attendees, exhibitors or delegates. If the Client is asked to terminate an activity and fails to comply, the Client will be asked to leave the Event.

## **6. Intellectual property and other rights**

- 6.1 The Client shall provide the Recipient a worldwide revocable non-exclusive, royalty-free sub-license to use their logo and trademark in marketing material related to the Recipient's Event.
- 6.2 Unless otherwise specifically permitted, the Client shall not make use of the Recipient's name, marks, or other intellectual property outside the stipulations laid out in the manual, or otherwise given prior written consent from the Recipient.
- 6.3 The Client shall indemnify the Recipient and keep the Recipient indemnified against all liabilities, claims, costs, losses, damages and expenses the Recipient may suffer or incur arising out of, or in connection with, our use or reproduction of the Clients Materials in accordance with the Conditions.

## **7. Advertisements within the Event**

- 7.1 Handouts (such as books, flyers, gifts, etc.) are not permitted in Sessions. In addition, the handing out of literature anywhere during the Event is strictly forbidden, except from the Client's exhibition stand, otherwise stated with prior written consent from the Recipient, or if the Client is sponsoring a Signature Event. If the Client is sponsoring a Signature Event, and wishes to give the delegates gifts, they cannot advertise this within the printed Conference Programme or within the inserts in the delegate bags.
- 7.2 All other advertising can only be undertaken via the Recipient's Conference Programme or as an insert in the delegate bags. Adverts and inserts must be approved by the Recipient beforehand.
- 7.2 The Recipient reserves the right to remove any advertising or leaflets that are placed in areas of the exhibition, or the venue, without having received expressed permission to do so.
- 7.3 Materials that are distributed at the Event, whether online, in bag inserts or printed advertisements within the Event Programme warrant that:
  - 7.3.1 The material and advertisements are legal, decent, honest and truthful, do not include unlawful or defamatory content, and comply with all relevant advertising guidelines and regulations;
  - 7.3.2 The Client's advertisement must comply with the Recipient's guidelines and does not compete directly with the Recipient's products or services;
  - 7.3.4 The Recipient reserves the right to reject, cancel or require amendments to material.
- 7.4 If the client chooses to organise a promotional or evening event during the dates of the conference, no reference should be made to the Recipient's name, or other connections made, without the express permission of the Recipient.

## **8. Filming of sessions**

- 8.1 The Recipient and British Council ("Filming Partner") reserve the right to film and/or stream any Session that is being held at the Event. If the Recipient and its filming partner are filming a Session, the Client is not permitted to film the same Session.
- 8.2 The Client is only able to film a total of eight Sessions, unless they are a key sponsor of the Event, which will permit them to film a total of ten to twelve sessions, depending on the sponsorship package chosen. The Client is required to submit a list of the Sessions that they wish to film to the Recipient in advance. The Recipient will confirm in writing permission to film that Session.
- 8.3 Interviews conducted by the Filming Partner of any speaker, staff or volunteer are the property of the Filming Partner and will not be for distribution to the Client. The Filming Partner can provide the link to the file within a reasonable time delay, as determined by the Filming Partner
- 8.4 Sessions that the Client has been granted permission to film may be done so if the following procedure is adhered to:
  - (a) informing the Recipient in writing of the names and titles of the Sessions that you wish to film by early January of the Event year. Permission will be confirmed to you in writing;
  - (b) the Client needs to inform the Recipient in writing what you intend to do with the recording;
  - (c) the Client needs to inform the audience at the beginning of the Session that it is being filmed;
  - (d) the Client cannot film the audience in the Session without their permission at the beginning of the Session;
  - (e) the Client must vacate promptly at the end of the Session to allow time to change the room for the following Session;
  - (f) the Client is responsible for any additional charges from the venue for the use of their facilities if applicable.
- 8.5 If the Client wishes to obtain a copy of the Filming Partner's filmed Sessions, it is in the copyright control of the presenter. The Client can contact the Recipient or the Filming Partner with a request for a copy of the film, with written permission from the speaker / author of that Session. Filmed Sessions will not be distributed without the prior consent of the speaker. Once permission has been granted, the Filming Partner will send a file of the filmed Session that has been requested by the Client. This can only be within a reasonable time delay, as determined by the Filming Partner.
- 8.6 All Pop-up Sessions can be filmed and distributed at the author's consent without prior permission from the Recipient, however we do require that the Client informs the Recipient prior to the filming

- 8.7 The Recipient and its Filming Partner withhold the right to stop any filming by the Client if these Conditions are being breached or any other reasonable request is not complied with. If the Client is asked to terminate the activity and fails to comply they will be asked to terminate filming altogether. The Recipient reserves the right to ban the Client from filming activities at any of the Recipient's Events for the period of one (1) year.

## **9. GDPR**

- 9.1 All parties shall take reasonable steps to ensure the reliability of its employees or agents with access to Personal Data and ensure that any Personal Data encountered in the course of this transaction is:
  - (a) accessed, transmitted and stored securely;
  - (b) will not be shared with any other parties without first having the express agreement of the other party;
  - (c) will not be used for any purpose other than that requested; and
  - (d) will be erased as soon as it is no longer needed in order to accomplish the services to be provided.

## **10. General**

- 10.1 Any notice to be given to a party under or in connection with these Conditions shall be in writing.
- 10.2 This Agreement represents the entire agreement between the parties in relation to the subject matter of these Conditions and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter.
- 10.3 This Agreement is separate and distinct from any other contract the Client may enter into with the Recipient, including but not limited to:
  - Contracts to advertise in the Recipient's publications,
  - Posting of job advertisements with our Jobs Market
  - Contracts to sponsor within the Event
- 10.4 These Conditions do not constitute a joint venture or contra agreement between the Recipient and the Client.
- 10.5 The Recipient's acknowledgement of the Client does not constitute an endorsement of the Clients' products or services and cannot be represented as such by the Client.

### **In addition to the terms and conditions for exhibitors as outlined above, the following additional conditions apply specifically to the Careers Fair:**

- Any vacancies described by a Careers Fair exhibitor or advertiser must be for authentic jobs of reasonable quality, and must include adequate and accurate details of the post, associated conditions as well as the employer.
- All adverts and jobs must comply with United Kingdom legislation in respect of discrimination, the Data Protection Act 2018, and the Equality Act 2010. Jobs advertised must not be directly or indirectly discriminatory on the basis of gender (unless a genuine occupational need), ethnic background, native language, sexual orientation, religion or beliefs, age or disability.
- The term 'native speaker' should not be used to refer to any job. The term 'high level of English proficiency' or reference to levels on the CEFR are deemed acceptable.
- Recruiters should be aware of IATEFL's Privacy Policy, and IATEFL expects the recruiter to treat any applicant's personal data in accordance with GDPR regulations. The recruiter will be the data controller for any and all such personal data.