Festival of Careers 2018 Terms and Conditions

1. General

1.1 In these Terms and Conditions the expressions shall have the following meanings:

(a) “The Event” – the careers fair or employer led event the Exhibitor or Booking Agent has specified on the booking form.

(b) “The Organiser” - the Career Development Service of the University of Leicester.

(c) “The University” – The University of Leicester its subsidiaries and affiliated organisations.

(d) “The Exhibitor” - the organisation advertised to students as attending the event. This could be an organisation that is promoting graduate vacancies, volunteering opportunities, or the services they offer to help students study further, gain experience, or travel abroad.

(e) “The Booking Agent” - any third party who has been authorised to arrange event booking and attendance on behalf of the exhibitor. The Booking Agent does not refer to an individual directly employed by the Exhibitor.

2. Reservations

2.1 A provisional reservation made by an Exhibitor or Booking Agent will be held for no more than 7 working days.

2.2 On receipt of a written, or verbal, request for a reservation the Organiser will issue a Booking Form which should be completed and submitted within 7 working days.

2.3 Provisional reservations will be cancelled without liability if a Booking Form is not submitted to the Organiser within 7 working days.

2.4 Provisional reservations may also be cancelled without liability by the Exhibitor or Booking Agent.

3. Completion of Booking Forms

3.1 The Exhibitor or Booking Agent is responsible for ensuring the Booking Form is completed by authorised personnel.

3.2 Completion of a Booking Form should not be confused with a reservation. An exhibition space is allocated upon confirmation of receipt of the Booking Form and subsequent cancellation of this booking may incur a cost subject to the conditions laid out in Section 11.

3.3 The person highlighted on the Booking Form as the ‘Contact Name’ shall be considered the main contact for the Exhibitor and shall be responsible for:

(a) Payment of all costs incurred in respect of the facilities and services provided by the Organiser in relation to the Event.

(b) Supplying further information as requested by the Organiser, or assigning this to another named contact.

(c) The observance and performance of the conditions contained within these terms and conditions.

(d) Highlighting special dietary requirements

(e) Confirming delegate numbers

3.4 Special dietary requirements and final numbers must be confirmed ten working days ahead of the event.

4. Payment

4.1 Upon receipt of booking the Organiser will issue a confirmation that includes the full cost for the Event.

4.2 All charges shall be subject to VAT at the then current rate unless a VAT exemption has been agreed.

4.3 The Organiser will issue an invoice upon confirmation of booking.

4.4 The Exhibitor or Booking Agent must pay the full invoice sum not less than 10 working days prior to the event.

4.5 If payment is outstanding prior to the Event, the Organiser reserves the right to refuse access.

4.6 Interest may be charged on late payment and the Organiser reserves the right to hold the Exhibitor or Booking Agent liable for legal costs and any other expenses incurred in recovering outstanding monies.

5. Insurance

5.1 All Exhibitors attending the Event must hold full public and employee liability insurance.

5.2 It is the responsibility of the Exhibitor or Booking Agent to ensure these insurance policies are in place.
6. **Indemnity**

6.1 The Exhibitor or Booking Agent shall indemnify the Organiser against all claims for loss or damage to the University premises and/or other University property during the event, where such loss or damage is caused by, or occurs as a result of, the actions or omissions of the Exhibitor or Booking Agent.

6.2 Where adequate insurance is not in place, the Exhibitor or Booking Agent should also be aware that their liability may extend to any damage or injury caused by agents acting on their behalf.

7. **Disclaimer**

7.1 The Exhibitor or Booking Agent is responsible for any equipment they bring onto the University campus.

7.2 The Organiser and University of Leicester does not accept any liability for the loss, damage or disappearance of any property brought onto the University campus by the Exhibitor or Booking Agent in connection with the Event.

7.3 The Organiser shall not accept any liability in respect of death or personal injury to members of the Exhibitor or Booking Agent, unless it is shown that the death or personal injury was due to the negligence of the Organiser or other persons authorised by the University.

7.4 The limitations in this section extend to employees, agents or other third parties authorised to attend the event on behalf of the Exhibitor or Booking Agent.

7.5 The Organiser and University of Leicester reserve the right to decline a booking request for any reason whatsoever.

8. **Equipment, Facilities and Outside Services**

8.1 The Exhibitor or Booking Agent must not exceed the times allocated for the use of each facility.

8.2 If at any time prior to the date of the event, the Exhibitor or Booking Agent wishes to amend their booking, the Organiser will endeavour to facilitate such changes. However, such changes may incur a charge to cover the associated costs with these changes.

8.3 When the Organiser, at the request of the Exhibitor or Booking Agent, arranges for a service to be provided by a person or an organisation external to the University, the person or organisation visiting the premises of the University shall be treated as so doing by arrangement with the Exhibitor or Booking Agent. The Exhibitor or Booking Agent accepts full responsibility for the actions of such person or body.

8.4 No alcoholic beverages are permitted to be brought onto the University premises unless by prior agreement.

8.5 If food or beverage is being given as part of promotional activities, the Exhibitor or Booking Agent accepts full liability for any injury caused. The Organiser and University of Leicester will not accept any liability in this regard.

9. **Electrical Equipment**

9.1 Any electrical equipment must be PAT tested and marked as such. Where there is question The Organiser reserves the right to refuse permission for the use of equipment.

10. **Health and Safety**

10.1 Exhibitors or Booking Agents are not permitted to bring any item onto the University’s premises that could endanger others (e.g. hazardous equipment such as gas cylinders, halogen gas and/or unmaintained equipment).

10.2 All equipment, including exhibition stands, brought onsite by the Exhibitor or Booking Agent must be in good working order and fit for purpose.

10.3 The Organiser reserves the right to check any equipment and to refuse its use if deemed unsuitable or unsafe.

10.4 The Exhibitor or Booking Agent is responsible for securing all cables and wiring within their exhibition area.

10.5 The Exhibitor or Booking Agent is responsible for ensuring their stand area is fully set-up by 11.00 am for the safety inspection on each day they are at The Event.

10.6 All Exhibitors or Booking Agents are under a Duty of Care to report situations they believe to be potentially hazardous. In the context of fire prevention this may be something which could lead to an outbreak of fire (e.g. unsafe storage of flammable materials) or something which would hinder the safe evacuation of the premises in the event of a fire (e.g. obstruction of fire escapes).
10.7 It is recommend that staff attending the event on behalf of the Exhibitor or Booking Agent receives appropriate health and safety training e.g. manual handling and are responsible for their own health and safety.

11. Cancellation by the Exhibitor or Booking Agent
11.1 The Exhibitor or Booking Agent must notify the Organiser if they wish to cancel a booking for the Event.
11.2 The Exhibitor or Booking Agent must confirm cancellations in writing by emailing employers@le.ac.uk.
11.3 The Organiser will endeavour to acknowledge cancellations within 24 hours of receipt.
11.4 If Exhibitor or Booking Agent has not received confirmation within 24 hours they must contact the Organiser directly on 0116 223 1301.
11.5 In the event of a cancellation the following charges are applied in line with the costs incurred by the Organisers:
   (a) Cancellations received more than 60 calendar days in advance will not be charged,
   (b) Cancellations received between 59 and 30 will be charged 50% of the full price,
   (c) Cancellations received less than 29 days in advance will be charged at 100% of the full price,
   (d) Non-attendance on the day will be charged at 100% of the full price.
11.6 Where there is no event charge an administration fee of up to £100 may be charged in the event of cancellation.

12. Cancellation by the Organiser
12.1 The Organiser reserves the right to cancel the Event and Exhibitors' bookings at any time.
12.2 If the Event is cancelled subject to the conditions identified in section 12, the Organiser will not be liable for any costs incurred by the Exhibitor or Booking Agent or any other agent or third party they have employed on their behalf.
12.3 In the event that the Organiser cancels the Event or an Exhibitor or Booking Agent's booking, it reserves the right to refund the organisation any deposit paid if it is deemed appropriate.
12.4 The Organiser shall not be liable to pay compensation for any loss sustained or inconvenience caused as a result, or in any way arising, out of the cancellation of the Event.

13. Advertising
13.1 Beyond the scope of the exhibition area the University premises must not be used by the Exhibitor or Booking Agent, members of its party, their servants, agents or others authorised by them, for any advertising purposes, unless previously agreed in writing with the Organiser.

14. Exclusivity
14.1 Exhibitors and Booking Agents should be aware that The University works with a large number of organisations, on any given day there may be other recruitment events taking place on campus. The Organisers cannot guarantee exclusivity.
14.2 At careers fairs there will be direct competitors in attendance.

15. Force Majeure
15.1 The Organiser does not accept any responsibility for failure to provide any of the services agreed as part of any reservation where such failure results from events beyond the control of the Organiser including, by the way of example, industrial action or Act of God.

16. Assignment
15.1 The Exhibitor or Booking Agent shall not assign or otherwise transfer the booking without the express permission of the Organiser.