

the scottish graduate fair ²⁰²¹

13 October 2021 | Virtual Fair



BOOKING CONTRACT

Company name

Invoice address

..... Accounts Payable Tel No

Accounts Payable Email

INVOICE/PAYMENT DETAILS

INVOICES WILL BE ISSUED BY AGCAS (Company No 3884685; VAT No 553 4888 09)

AGCAS Administration Office, Unit R8d, Riverside Building, Sheafbank Business Park, Prospect Road, Sheffield South Yorkshire S2 3EN.

Payment is required within 30 days of the invoice date.

To pay by credit/debit card please email finance@agcas.org.uk who will send you a WorldPay link to make the payment.

(If your Finance Department requires PO numbers to be quoted on invoices it is essential that you supply a hard/electronic copy Purchase Order made out to AGCAS)

Purchase Order No (required for invoice)

Date: Wednesday 13th October - 10:00 – 16:00

Price: £800 + vat

Virtual Fair using Career Fair Plus Software

We hereby confirm our booking for stand space at the Scottish Graduate Fair 2021 and accept the Terms and Conditions provided.

Stand Cost	VAT	TOTAL
£	£	£

Authorised signature Print name Date

Details of the representative who will be dealing with matters relating to the Fair:

Name Position

Address

Tel. No Email

Details of an alternative contact (to be used in the absence of the above):

Name Tel. No. Email

Please note that by completing this form you are agreeing that relevant personal data may be held on our database and employer directory in accordance with the AGCAS Personal Data and Privacy Policy (<https://www.agcas.org.uk/Personal-data-and-privacy>). Your personal data will not be used in relation to anything other than the Scottish graduate fair.

PLEASE COMPLETE, SAVE AND RETURN THIS FORM TO:

Scottish Graduate Fair Organiser,

Email: fairs@strath.ac.uk

TERMS AND CONDITIONS

GENERAL

In these terms and conditions the expressions shall have the following meanings:

“**Virtual Fair**” – The Scottish Graduate Fair as specified overleaf.

“**Virtual Space**” –The virtual space within our virtual fair environment

“**Virtual Exhibitor**” – The person, company or organisation who has contracted for a stand or stands at the Virtual Fair.

“**Organisers**” – The Association of Graduate Careers Advisory Services (AGCAS) in conjunction with the Careers Service, University of Strathclyde.

“**Virtual Fair Provider**” – Career Soft LLC online software provider hosting the fair.

“**Exhibitor Manual**” – The manual specific to the Fair

“**You, Your**” – The employer organisation named in the booking form.

1. DURATION OF FAIR

The Virtual Fair will be open as stated in the Exhibitor Manual and website relating to the Virtual Fair.

2. PAYMENT FOR SPACE

Full payment for the total cost of the stand(s) plus VAT should be included when returning the Booking Contract. If an invoice is requested, payment is required within 30 days of the invoice date. Bookings are regarded as only provisional until full payment is received. We reserve the right to charge statutory interest on late payments in line with HMRC directive.

3. CANCELLATION OF STAND BOOKING

A Virtual Exhibitor cancelling a stand booking after official allocation of space is liable for payment according to the following cancellation charges:

- Written notice of cancellation received after official allocation of space up to 31st August 2021 - an administration charge of £100 plus VAT payable.
- Written notice of cancellation received between 31st August – 14th September 2021 – 50% of the total cost of the stand(s) plus VAT payable.
- Written notice of cancellation received between 14th September – 13 October 2021 – 100% of the total cost of the stand(s) plus VAT payable

4. VIRTUAL EXHIBITOR SPACE

The permitted specification for Your Virtual Space is set out in the Event Manual. You must ensure that Your Virtual Space complies with the permitted details. We may refuse Your Virtual Space if it does not comply with the permitted details.

Your Virtual Space must be staffed and ready for the admission of virtual visitors at the Fair opening time specified in the Event Manual. If you do not comply with this obligation, we may close Your Virtual Space as we see fit. You will remain liable for the full fees payable under the Contract.

5. VIRTUAL EXHIBITOR CONDUCT

You and all persons for whom You are responsible must:

- (a) conduct themselves in such a manner as shall not, in our reasonable opinion cause nuisance, aggression, distress or disturbance to us or any other exhibitor or visitor at the Virtual Fair;
 - (b) conduct business only from Your Virtual Space;
 - (c) not infringe the rights of any third parties;
 - (d) not promote any items at the Virtual Fair that can be perceived as dangerous substances or materials, any materials which infringe the rights of any third parties, or any materials which are not customarily used at events such as the Scottish Graduate Fair;
 - (e) wear appropriate apparel at all times. The Organiser reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended.
- If you do not comply with the above obligations, The Organiser may (without limiting any other remedy) close Your Virtual Space without any right of refund.
- (f) Disruptive Conduct. You acknowledge and agree that the Organiser reserves the right to remove the Virtual Exhibitor from the Virtual Fair if the Organiser, in its sole discretion, determines that your participation or behaviour create a disruption or hinder the Virtual Fair or the enjoyment of the Virtual Fair content by other attendees.
 - (g) Booth Inspections. All virtual booths will be inspected during the Virtual Fair and any Virtual exhibitor deviating from the rules must make modifications to its virtual exhibitor space. If modifications are not made by the Virtual exhibitor, the Organiser reserves the right to remove the exhibitor from the Virtual Fair.

4. REVISION OF LAYOUT

Should it be necessary to revise the layout of the Virtual Fair for any purpose, the Organiser reserves the right to transfer a Virtual Exhibitor to an alternative suitable site.

5. INSOLVENCY

In the event of a Virtual Exhibitor entering into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or, being an individual, committing any act of bankruptcy, or whether a company or an individual, calling any meeting of, or making any arrangements with, its/his creditors, or permitting any judgement to remain unsatisfied for seven days, or a distress or execution being levied upon any goods or premises of the Virtual Exhibitor, the Organisers shall have the right to terminate any contract with the Exhibitor, to cancel the allocation of the stand and to retain all monies paid by the Exhibitor under such a contract.

6. PROHIBITION OF TRANSFER

Exhibitors must not sell, trade, transfer, or share your access link and/or code, unless such transfer is granted by the Organiser. If the Organiser determines that you have violated this policy, the Organiser may cancel your access, retain any payments made by you, report you to law enforcement authorities and ban you from future Virtual Fairs.

7. COST OF PARTICIPATION

Charges will be based on space, position and facilities as described on the website.

All quotations and prices are exclusive of VAT which will be added to all invoices at the rate applying at the appropriate tax point. The Organiser reserves the right to alter prices set out in any list at any time to acceptance of the applicant's order.

While every effort is made to ensure that plans, specifications and drawings in the Organiser's literature are accurate, the Organiser gives no warranty to this effect and shall have no liability in respect of any inaccuracy in such plans, specifications or drawings. The Organiser reserves the right to alter plans and specifications at any time without notice.

8. PERSONAL DATA AND PRIVACY

We are committed to protecting the privacy and security of personal information and will comply with all applicable requirements of relevant data protection legislation. We will collect and use personal information to enable the delivery of the Virtual Fair. The Association of Graduate Careers Advisory Services (AGCAS) is committed to safeguarding your privacy and ensuring that your personal data is protected. AGCAS Personal Data and Privacy Policy can be found [here](#).

If you collect any personal information at the Virtual Event, you must comply with all applicable requirements of relevant data protection legislation.

9. GENERAL INSTRUCTIONS AND REGULATIONS

Virtual Exhibitors must comply with all reasonable instructions given by the Organiser or the Virtual Fair Provider and must observe all regulations issued by the Virtual Fair Provider for exhibition organisers, stand holders, exhibitors and contractors, which regulations shall be deemed to be incorporated in any contract between a Virtual Exhibitor and the Organiser.

10. MARKETING GUIDANCE

- (a) The Organiser may take photographs, videos or recordings of the Virtual Fair and use these for promotional purposes, unless you have notified the Organiser in writing prior to the Virtual Fair.
- (b) Virtual Exhibitors shall not photograph or record video another virtual exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or the Organiser.
- (c) The Organiser also reserves the right to prohibit display or advertisement of products at any time if the display or advertisement of such products does not meet the Virtual Fair objectives or would be in violation of regulations displayed in the Exhibitor Manual.

11. EXHIBITION SERVICES

The Organiser undertakes to make all reasonable attempts to provide necessary services for the smooth operation of the Virtual Fair but accepts no responsibility for breakdown or failure of such services.

12. CLAIMS, INDEMNITY AND INSURANCE

(a) Every Virtual Exhibitor hereby accepts liability for all acts or omissions of himself, his servants, contractors and agents and undertakes to indemnify the Organisers and keep them 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 Organisers or incurred or become payable by them arising therefrom or in respect thereof, including any claims arising out of the supply by the Virtual Exhibitor 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 Organisers on the advice of counsel to compromise or settle any such claims.

(b) Cancellation or Abandonment

If the Virtual Fair is cancelled by reason of war, fire, national emergency, labour dispute, strike, lockout, civil disturbance, inevitable accident, unavailability of power, failure of computer and equestem environments, access to network or wi-fi connections, or any other cause, whether ejusdem generis or not, the Organiser may at their entire discretion repay the rental paid by the Virtual Exhibitor or part thereof, but shall be under no obligation to repay the whole or part of such rental, and shall be under no liability to the Virtual Exhibitor in respect of any actions, claims, losses (including consequential losses), costs, expenses whatsoever which may be brought against or suffered or incurred by the Virtual Exhibitor, as the result of the happening of any such events.

(c) Postponement

In no event shall the Virtual Exhibitor have any claim for damages of any kind against the Organiser or the Virtual Fair Provider in respect of any loss or damage consequential upon the postponement or change of platform of the Fair. If in the opinion of the Organiser, rearrangement or postponement of the period of the Fair, or by substitution of another online platform or any other reasonable manner the Fair can be carried through, the contract for space shall be binding upon the parties, except as to size and position of stands, as to which any modification, substitution, or re-arrangement they consider necessary shall be determined by the Organiser.

(d) Insurance of Exhibits

The Organiser does not accept responsibility for any loss or damage caused by you; the Virtual Exhibitor, or by third parties for whom the Organiser is not responsible (for example other attendees at the Event or the provider of the virtual fair environment). The Virtual Exhibitor or stand holder is required to indemnify the Organiser in respect of any such loss or damage.

(e) Each Virtual Exhibitor shall indemnify the Organiser against any claim which may be made upon them in respect of any alleged breach or infringement of any copyright of patent by that Virtual Exhibitor during the period of his occupation of an allotted virtual space, or otherwise in connection with the Virtual Fair.

13. AMENDMENT OF RULES

The Organiser reserves the right to alter, add to, or amend any of these terms and conditions. Should any question arise, whether provided for in these conditions or not, the decision of the Organiser shall be final. No alteration, addition, amendment or waiver to or of these terms and conditions shall operate to release any Virtual Exhibitor from his contract.

14. EXHIBITOR'S MANUAL

An Exhibitor's Manual which is a guide and explanation to the Fair arrangements, will be sent to all Virtual Exhibitors.

15. NOTICE

A notice given to a party under or in connection with this Agreement shall be in writing and signed by or on behalf of the party giving it and addressed to Nicola Rourke – fairs@strath.ac.uk
Delivery methods and deemed delivery times are as set out below:

Delivery method	Deemed delivery date and time
Delivery by hand	At time of delivery
Pre-paid first class recorded delivery post	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Email	From receipt of delivery confirmation

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in all respects in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement, or its subject matter or formation.