



## TERMS & CONDITIONS

### 1. Definition

In these Terms and Conditions, the following terms shall have the following meanings:

“Booking” means the booking of a Virtual Exhibition Space by the Exhibitor at the Graduate Jobs Fair Online Event;

“Booking Form” means the booking form, or other relevant paperwork, completed by the Exhibitor and returned to the Organiser in order to book a Virtual Exhibition Space at the Graduate Jobs Fair Online Event;

“Graduate Jobs Fair Online Event” means the virtual graduate event organised by the Organiser, taking place on the dates specified in the Booking Form;

“Confirmation Email” means the confirmation email sent by the Organiser to the Exhibitor to confirm details of the Booking;

“Contract” means the contract formed between the Organiser and the Exhibitor in relation to the booking of Exhibition Spaces, incorporating these the Essential Information, the Booking Form and these Terms and Conditions and formed in the manner outlined in clauses 2.2 and 2.3 below;

“Data Protection Laws” means applicable laws that apply from time to time to the Processing of Personal Data by either Party under the Contract, including the EU Data Protection Directive 95/46/EC, the EU Privacy & Electronic Communications Directive 2002/58/EC, Regulation (EU) 2016/679 all national legislation (including the Data Protection Act 2018) and subordinate legislation in the United Kingdom and any applicable decisions and guidance made under any of them.

“Essential Information” means the Essential Information in relation to the Graduate Jobs Fair Online Event, if any, supplied by the Organiser to the Exhibitor and attached hereto;

“Exhibitor” means any organisation or person who has made a booking or who has otherwise been allocated a Virtual Exhibition Space;

“Organiser” means the University of Edinburgh Careers Service;

“Terms and Conditions” means these terms and conditions in relation to the booking of Virtual Exhibition Space at the Graduate Jobs Fair Online Event;

“Virtual Exhibition Space” means a Virtual Exhibition Space at the Graduate Jobs Fair Online Event.

### 2. Acceptance of Terms and Conditions

#### 2.1. These Terms and Conditions shall:

- a) apply to and be incorporated into the Contract; and
- b) prevail over any inconsistent terms or conditions contained, or referred to, in the Essential Information or in the Exhibitor's Booking Form, purchase order, confirmation of order or similar, or otherwise implied by law, trade custom, practice or course of dealing.

2.2. Exhibitors may offer to reserve a Virtual Exhibition Space by completing the Booking Form and returning it to the Organiser. The Booking Form may be (a) signed by the Exhibitor electronically and returned to the Organiser by electronic means, together with certification of the relevant electronic signature (including the signatory's public key); or (b) signed as an original document with the hard copy original being returned to the Organiser by hand delivery or by post. Receipt by the Organiser of the Exhibitor's completed Booking Form constitutes an offer by the Exhibitor to purchase a Virtual Exhibition Space on these Terms and Conditions. The Organiser



shall have sole discretion whether to accept the Exhibitor's offer or not. If the Organiser accepts the Exhibitor's offer, the Organiser shall send the Exhibitor a Confirmation Email at which point the Contract between the Organiser and the Exhibitor shall be formed.

2.3. Without prejudice to clause 2.2 above, if no Confirmation Email is sent pursuant to clause 2.2, a Contract may also be formed by the Organiser providing a Virtual Exhibition Space to the Exhibitor during the Graduate Jobs Fair Online Event, at which point a Contract for the purchase of a Virtual Exhibition Space(s) on these Terms and Conditions will be established. For the avoidance of doubt, the Exhibitor's standard terms and conditions (if any) attached to, enclosed with or referred to in any Booking Form, purchase order or other document shall not govern the Contract.

### 3. Fees

Unless otherwise agreed by the Organiser in writing, there will be no cost to Exhibitors for the reservation of a Virtual Exhibition Space.

### 4. Cancellations

4.1. If an Exhibitor wishes to cancel a Booking, they must advise the Organiser of the cancellation by email to [employers@ed.ac.uk](mailto:employers@ed.ac.uk) by no later than Wednesday 5<sup>th</sup> May 2021. In the event of cancellation after Wednesday 5<sup>th</sup> May 2021, the Exhibitor may be liable to pay £95 +VAT in respect of the cancelled booking despite the payment terms set out in clause 3 above.

### 5. Exhibitor's Obligations

5.1. The Exhibitor shall, at all times, comply with these Terms and Conditions and with any requirements contained in the Essential Information or otherwise communicated to the Exhibitor by the Organiser, whether before or during the Graduate Jobs Fair Online Event notwithstanding that such communication may constitute a variation of either the Essential Information or these Terms and Conditions.

5.2. The Exhibitor shall, at all times, be responsible for the content contained in its Virtual Exhibition Space and the Organiser hereby disclaims any and all liability in relation to any loss or damage thereto to the fullest extent permitted by law

5.3. All online material or advertisement of any kind intended for display at the Graduate Jobs Fair Online Event should be appropriate, lawful and respectful and the Organiser shall be entitled to refuse to display materials in breach of this clause 5.3 which, in the Organiser's reasonable opinion, are inappropriate, offensive or unlawful in any way. Any advertising matter related to competitions, prizes, award or gifts must first have been submitted for approval to the Organiser and prior written consent obtained.

### 6. Intellectual Property

6.1. The Exhibitor hereby grants to the Organiser a non-exclusive, non-transferable, royalty free licence to use the Exhibitor's name and/or logo for marketing and advertising of the Graduate Jobs Fair Online Event.

6.2. Any and all marketing and other promotional materials of the Exhibitor using the Organiser's name and/or logo must be approved by the Organiser in writing prior to their use. Any failure by the Organiser to respond within fifteen days of a written request by the Exhibitor for such approval shall be deemed to constitute refusal of consent.

6.3. In relation to any material, content, image or similar provided by the Exhibitor to the Organiser, the Exhibitor hereby warrants that it owns or has all appropriate licences to use such material, content, image or similar in the manner contemplated by the Contract (including clause 6.1) and that it is true and accurate in all respects and such material, content, image or similar does not infringe the rights of any third party.



## 7. Liability

7.1. Nothing in these Terms and Conditions shall limit or exclude either Party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.

7.2. Subject to clause 7.1:

(a) the Organiser shall under no circumstances whatsoever be liable to the Exhibitor, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss (whether foreseeable or not) arising under or in connection with the Contract; and

(b) the Organiser's total liability to the Exhibitor in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one thousand pounds sterling (£1000.00).

7.3. The Exhibitor shall indemnify the Organiser and its employees, representatives, agents or sub-contractors against any liability incurred by the Organiser or its employees, representatives, agents or sub-contractors to third persons as a result of any act or omission (including negligence) of the Exhibitor, its employees, representatives, agents or sub-contractors. The limit of liability of the Exhibitor in connection with any damage to the properties will be up to a maximum of £750,000.00 from one event or a series of connected events, whether arising under contract or by way of indemnity, negligence or otherwise, all other liability that can be capped under law shall be limited to the fee specified in the Booking Form paid by the Exhibitor to the Organiser in connection with the Graduate Jobs Fair Online Event.

7.4. Except as set out in these Terms and Conditions, all warranties, representations, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

## 8. Insurance

Exhibitors are responsible for effecting their own insurance against risk of loss, damage, injury or liability in relation to the Graduate Jobs Fair Online Event.

## 9. Postponement or Abandonment

The Exhibitor shall have no claim against the Organiser or its employees, representatives, agents or sub-contractors in respect of any loss or damage arising from or as a consequence of the postponement or abandonment of the Graduate Jobs Fair Online Event or upon the virtual environment for the Graduate Jobs Fair Online Event becoming wholly or partially unavailable for the holding of the Graduate Jobs Fair Online Event for reasons beyond the control of the Organiser or its employees, representatives, agents or sub-contractors.

## 10. Assignment

The Exhibitor shall not, and shall not purport to, assign, charge or otherwise transfer the Contract or any rights or obligations under it without the Organiser's prior written consent. Any such consent shall not excuse the Exhibitor from performance of any obligation on its part to be performed.

## 11. Notices

Unless otherwise specified herein, any notice under the Contract shall be given in writing and delivered by recorded delivery or personal delivery to the other party at the address specified in the Contract or such other address as may be notified to the sender in writing. Notices sent by recorded delivery shall be deemed to have been received forty eight (48) hours after sending (as shown by the senders receipt. Notices sent by personal delivery shall be treated as received at the time when left at the correct address of the recipient.

## 12. Privacy



The Exhibitor acknowledges that Organiser may process information about the Exhibitor (its employees, representatives, agents or sub-contractors) in accordance with the Data Protection Laws. By placing an order to reserve a Virtual Exhibition Space the Exhibitor hereby consents to such processing and warrants that all data provided by it is accurate. Where processing Personal Data (as defined in the Data Protection Laws) in relation to students or other attendees of the Graduate Jobs Fair Online Event, the Exhibitor shall comply in all respects with Data Protection Laws and in particular shall provide such students or other attendees with appropriate fair processing information.

#### 13. Entire agreement

The Contract supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the parties relating to its subject matter. Each party agrees that it shall have no rights or remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in the Contract and to the extent that such rights or remedies exist, they are hereby excluded and waived to the fullest extent permitted by law. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in the Contract.

#### 14. Severability

If and in so far as any part or provision of the Contract is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Contract and the remaining provisions of the Contract shall continue in full force and effect.

#### 15. Independent contractors

The parties are independent contractors and nothing in the Contract and no action taken by the parties pursuant to the Contract shall constitute, or be deemed to constitute, between the parties a partnership, association, joint venture or other co-operative entity.

#### 16. Waiver

The failure of either party to exercise or enforce any right conferred on that party by the Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

#### 17. Third Party Rights

Save to the extent expressly set out in this Contract, this Contract is not intended nor shall it create any rights, entitlement, claims or benefits enforceable by any person that is not a party to it.

#### 18. Variation

Subject to clause 5.1, any variation to the Contract shall only be effective if in writing and signed by both parties.

#### 19. Law

The law of the Scottish Courts shall govern these Terms and Conditions and the Organiser and the Exhibitor each agree to submit to the exclusive jurisdiction of the Scottish Courts.