



## EUROPEAN UNION

Delegation to Japan

The Head of Press, Public & Cultural Affairs

Tokyo, 4 December 2012  
DELJPN PPCA/RF/RK D(2012) 5457

### Annex 1

#### European Higher Education Fair 2013 Japan (EHEF 2013) Terms and Conditions

These are the Terms and Conditions for participation in the EHEF 2013, drafted by the **Organizing Committee** (Delegation of the European Union to Japan, Campus France Japan, DAAD Japan, Meiji University, Doshisha University), to be followed by **Exhibitors** (the eligible institution, network or consortium of institutions, national representation, or their representative, which has made a successful application to the Organizing Committee to participate in EHEF 2013)

#### **Booths**

Exhibitors will be allocated a booth as detailed in the application form. Exhibitors will accept the booth that is allocated to them by the Organizing Committee. Exhibitors must not change the booth structure, fascia board, or any other element that is common to all booths without prior approval from the Organizing Committee. Depending on the location of the booth area, specific locations may have electrical boxes and cables running through or beside the booth.

#### **Payment schedule**

Campus France, on behalf of the Organizing Committee, will invoice Exhibitors for the Fair booth once participation has been approved by the Organizing Committee. Participation will only be confirmed when this fee is received. The terms of the payment are stated on the application form and must be respected in order for the Exhibitor to be able to take part in the Fair. The Organizing Committee reserves the right to cancel the contract and otherwise dispose of the space reserved if payments are not remitted on time. In such an event, the Organizing Committee shall not be liable for any resulting costs, damage and/or losses charged to the Exhibitor.

German institutions participating in the Fair will make their payment directly to DAAD/GATE, which will then transfer all collected payments to Campus France Japan.

If on the instructions of the Exhibitor, invoices are made out to a third party; the Exhibitor continues to be liable for all charges.

#### **Accommodation, travel and freight**

Please note that the Exhibitor fee does not include accommodation, subsistence, visas, insurance, freight charges or international or domestic travel costs or other ancillary costs arising out of participation in EHEF 2013.

#### **Promotional materials and displays**

Exhibitors are NOT allowed to distribute literature or materials or any promotional items of any sort outside of their booth, either inside or outside the Fair exhibition area. Distribution of materials at relevant presentation sessions is permitted. Exhibitors may be asked to submit all promotional items, materials, literature and displays to the Organizing Committee for approval and to make such changes as shall be agreed. If agreement cannot be reached, the Exhibitor must withdraw the literature, material or display. The Organizing Committee reserves the right to close down any booth not respecting the Organizing Committee's requirements.

**Use of venues**

The venues shall not be used for any illegal or immoral purpose and the Organizing Committee reserves the right to remove all material that in their sole opinion may be considered offensive or obscene. It is forbidden to have any cash transaction at the venues.

All goods and property brought into the venues are brought in at the owner's risk.

**Loss or damage to Exhibitor's property**

The Organizing Committee shall have no liability for the damage, theft or loss of any Exhibitor's property in any circumstances. The Exhibitor is responsible for taking out adequate insurance.

**Loss or damage caused by the Exhibitor**

The Exhibitor will indemnify the Organizing Committee against: all actions, claims, suits, costs, expenses, demands (whether in respect of damage to property, personal injury or otherwise and including all legal costs and other expenses suffered or incurred by the Organizing Committee) which any person may bring or claim arising from and out of the use of the Venues by the Exhibitor, its employees, servants, contractors and invitees; loss and damage to the Venues and to any property therein arising out of the use of the Venues by the Exhibitor, its employees, servants, contractors or invitees and in particular but without prejudice to the generality of the foregoing caused by the use or misuse of water, gas or electricity.

**Personal accidents**

The Exhibitor must occupy and use the Venues and the space there allocated to it at its own risk and neither the owner nor the Organizing Committee accept any liability for any accident, damage or injuries suffered at the Venues by the Exhibitor, its servants, agents, contractors, invitees, member of the public, or any person whatsoever.

**Cancellation of participation**

Cancellation fees will be charged for withdrawal, for whatever reason from the EHEF 2013 as of the date of receipt of written notice of withdrawal. Cancellation rates are as follows:

- 50 percent of the full EHEF 2013 exhibitor fee will be charged if the cancellation is made before the **1<sup>st</sup> April 2013**.
- 100 percent of the full EHEF 2013 exhibitor fee will be charged if the cancellation is made after the **1<sup>st</sup> April 2013**.

Notice of cancellation must be given by either e-mail or fax to the Organizing Committee at [delegation-japan-event@ec.europa.eu](mailto:delegation-japan-event@ec.europa.eu) or Fax: +81-3-5420-5544

**Cancellation of the EHEF 2013**

The Organizing Committee reserves the right to postpone, curtail, move, extend or abandon the EHEF 2013, or to move Exhibitors, or to close individual or all sections of the Exhibition temporarily or permanently, if unforeseen events so require. Should it be necessary to postpone, curtail, move or extend or abandon the EHEF 2013, the Exhibitor shall not be entitled to withdraw from the contract nor to claim indemnity.

**Disclaimer**

The Organizing Committee accepts no liability for loss or damage suffered by the Exhibitor and caused by:

- The failure of any service or amenities which the Organizing Committee is responsible for providing;
- The failure of any service or amenities to be provided by the Fair contractors;

- Cancellation or suspension of the Fair due to force majeure, including but not limited to earthquake, typhoon, adverse weather, strikes, fires, floods, terrorism, pandemics, acts of god or any natural disaster, or by reason beyond the Organizing Committee's control.

In such circumstances, and where appropriate, the Organizing Committee may pay any exhibition costs that were unavoidable from the fees paid by the Exhibitors. The balance of the fees paid by the Exhibitors would be refunded less the unavoidable costs that have been paid by the Organizing Committee. The balance would be divided equally between all Exhibitors. Exhibitors will be responsible for any cancellation charges on flights, accommodation and any other costs that they may incur.

There are circumstances where acts of god, natural disasters, tension or incidents will raise a safety threat but not be sufficient to cancel the EHEF 2013. In such circumstances, some individuals or institutions may feel unwilling to visit the country and therefore decide to withdraw from the event. The Organizing Committee would make every effort to facilitate this with the minimum penalty to the Institution. In the event of such a withdrawal, normal cancellation charges will apply, except to the extent that the Organizing Committee is able to reduce the charges without jeopardising the financial viability of the event.

The Organizing Committee accepts no responsibility whatsoever for licensing matters, customs duties, import charges, taxes, and the delivery of visas, hotel rooms or Exhibitors' travel arrangements.

#### **Termination of participation**

The Organizing Committee is entitled to terminate without notice the participation of an Exhibitor if:

- The Exhibitor or its designated representative commits any breach of, or fails to observe, any of the conditions or regulations set out in these terms and conditions;
- The Organizing Committee, at its sole and absolute discretion, decides that participation shall be terminated;
- The Exhibitor has a receiver appointed over all or part of its assets, enters into liquidation, or commits an act of bankruptcy, whether compulsorily or voluntarily
- The Exhibitor fails to pay any sum due

#### **Agreement to Terms and Conditions**

By submitting the application form to exhibit at the Fair, the Exhibitor agrees to these Terms and Conditions.