

- 1 **Primary Purpose and Prerequisites:** The primary purpose of this Education Event is to allow Australian Institutions the opportunity to counsel international students on available courses of study at their Institutions and, where appropriate, to make offers of places.

Participants in Austrade Education Exhibitions must be Australian Institutions with current Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) registration, if applicable.

Austrade reserves the right to decline any application for participation in an Austrade Education Exhibition if it is determined that the Applicant does not, where applicable, meet CRICOS registration requirements, have the capacity to supply the types of training or educational courses identified by Austrade as being areas of highest demand to the selected market or does not demonstrate commitment to the market.

Austrade may also, at its discretion, consider applications from ancillary service providers to the education and training sector if the service provided is relevant to the objectives of the Event, assists students to make informed decisions about courses of study in Australia or directly benefits an Australian Institution.

If the Applicant is accepted by Austrade for this Event, the Applicant will be bound by the following terms and conditions.

- 2 **Participation Fee:** The Participation Fee as set out in the event brochure is indicative only and subject to currency rate variations. The Applicant acknowledges and agrees that the Participation Fee, when calculated in Australian currency at the time of invoicing, may increase from the amount set out in the event brochure. Notwithstanding this potential variation, the Applicant agrees to pay the Participation Fee as invoiced and any increase when calculated in Australian currency remains the sole responsibility of the Applicant.

- 3 **Payment:** The Applicant must pay Austrade the full Participation Fee by the stated payment deadline in order to be confirmed as a Participant in this event. Payment may be made by credit card, cheque, or electronic funds transfer.

If Austrade accepts an application, it will notify the Applicant of its acceptance of the application, and issue the Applicant with an invoice and/or request for payment for the Participation Fee. The Applicant must pay the invoice by the stated payment deadline.

When Austrade has received payment of the full Participation Fee, the Applicant will be deemed to be confirmed, and Austrade will issue the Applicant with a receipt and the Applicant's booth space or position in the Event will be reserved for them.

Where the Applicant is unconfirmed because they have not remitted full payment of the Participation Fee by the stated payment deadline date, Austrade may re-allocate the Applicant's booth space or position.

Austrade will not permit an Applicant to participate in the Event and will refuse an Applicant access to the Event venue or site if full payment of the Participation Fee has not been remitted. Where the Client is not permitted to participate in the Event due to non-payment, the client will remain liable for the full participation fee.

- 4 **Shared applications:** Shared applications are only possible when Austrade nominates this option in the Event Brochure and/or Application Form. If the option to share is available it is the Participant's responsibility to find a suitable company approved by Austrade to share with. The Participant must provide Austrade with details of the company the Participant is sharing with.

- 5 **Late applications:** Austrade may, in its discretion, accept or reject applications received after the deadline specified on the Application Form. If Austrade accepts a late application, it will notify the Applicant and process the Applicant's payment of the Participation Fee in accordance with clause 2.

- 6 **Booth Space:** Austrade pavilions provide applicants with dressed booth space. Austrade reserves the right to determine the visual elements of that space and to limit the use of extra furnishings deemed inappropriate or unsuitable to the overall aesthetic of the pavilion.

- 7 **Allocation of Space:** Austrade will, at its discretion, allocate space and positions within the Event venue or site to the Participants, taking into account the design and limitations of the venue and any

other special circumstances that may arise. Austrade is not obliged to make any changes to its allocation of space and positions, except at its discretion.

- 8 **Sub-letting:** Participants must not sub-let their space or position in the Event to a third party without Austrade's prior written agreement.

- 9 **Staff:** At least one Institution representative in the direct employment of the exhibiting Institution in Australia must be present at the Institution's display or booth at all times during the opening hours of the Event. Exhibiting Institutions may employ agents as additional representatives but these agents must not be the sole representatives of the exhibiting Institution at the Institution's booth or display.

- 10 **Student Recruitment Agencies:** Student recruitment agencies must not, either through direct participation or by way of publications or any other means, promote their agency or the Institution which they represent other than from their Institution's allocated Exhibition space.

Participant's General Responsibilities

- 11 In these Terms and Conditions, **Exhibit Items** means the items brought to the Event venue or site by the Participant or an agent of the Participant, including display goods and promotional materials.

The Participant must arrange and pay all costs associated with:

- shipping the Exhibit Items to and from the Event venue or site including packaging, documentation, freight, handling, insurance, customs clearance, import duties, bonds and other taxes;
- the lawful removal and/or disposal of its Exhibit Items from The Event venue; and
- the staffing of its Exhibit space.

- 12 **Exhibit Items:** Participants must not remove Exhibit Items which are on display at the Event venue or site during the Event unless directed to do so by Austrade. Participants must take possession of their Exhibit Items immediately after the end of the Event or when requested to do so by Austrade.

- 13 **Shipping Arrangements:** Austrade may nominate a forwarding agent in an attempt to consolidate shipment of the Exhibit Items from Australia to the country in which the Event will be held. Participants may decide whether or not to use the nominated forwarding agent. If a Participant wishes to use the nominated forwarding agent, it must liaise with the forwarding agent and pay the agent's fees incurred in respect of the Participant's Exhibit Items. Where a venue nominates an appointed freight forwarder, participants agree to be bound by the third party's Terms & Conditions.

- 14 **Acknowledgment of Risk:** The Participant acknowledges and accepts that its participation in the Event may expose it and its representatives to the risk of suffering loss or harm. The Participant acknowledges and agrees that it will not hold Austrade responsible for any loss or damage suffered by it as a consequence of its participation in the Event.

Austrade strongly recommends that each Participant consider the travel advice issued by the Department of Foreign Affairs and Trade (DFAT) for the country in which the Event will be held and for any countries which the Participant's representatives or its Exhibit Items will enter in transit. DFAT's travel advice can be viewed at www.smarttraveller.gov.au. The Participant acknowledges that it is solely responsible for making itself aware of all relevant information and travel advice available in relation to the country where the Event is taking place and any countries through which the Participant's representatives or its Exhibit Items will transit.

- 15 **Insurance:** The Participant must ensure that it takes out appropriate insurance to cover risks which may arise due to the Participant's involvement in the Event and that this insurance is maintained during the period of its exposure to participation in the Event.

Austrade recommends that each Participant seek professional advice concerning the risks and relevant insurances relating to its participation in the Event, for example, insuring Exhibit Items against loss, theft or damage in transit and while at the Event venue or site.

- 16 **Changes to Event:** Austrade will endeavour to ensure that the Event occurs in accordance with the details in the Event Brochure and Event Participation Kit and in any associated Austrade materials.

Austrade may, at its discretion, make changes to the Event at any time without prior notice to the Participant.

- 17 **Additional terms and conditions:** If Austrade has entered into an agreement with an event or venue manager in respect of the Event, Austrade will direct the Participant to the terms and conditions of that agreement and the Participant must comply with them to the extent that they are relevant to the Participant.

Rejection, Withdrawal & Cancellation

- 18 **Rejection:** Austrade may reject an application if the Event is fully subscribed or the application or the Applicant does not meet the conditions specified in Clause 1 of these Terms and Conditions.
- 19 **Withdrawal:** Notice of withdrawal must be received in writing.
- 20 **Withdrawal 60 days or more prior to event commencement:** An initial withdrawal fee of A\$1150 (GST inclusive) will be charged for participants who withdraw from the event more than 60 days from the event commencement date. Austrade will only refund any remaining balance to the Withdrawing Participant upon replacement of that participant with another suitable to Austrade.

After receiving a notice of withdrawal, Austrade will make reasonable endeavours to find a replacement suitable to Austrade and may offer the space allocated to the withdrawing Participant to another applicant without further consultation with the withdrawing Participant.

- 21 **Withdrawal less than 60 days prior to event commencement:** Participants who elect to withdraw from the event less than 60 days prior to the commencement date will be liable for the full participation fee.

If a Participant withdraws from the Event, Austrade will not be liable for any loss or damage the Participant may incur as a consequence of the withdrawal.

- 22 **Cancellation or Postponement of Event:** Austrade may cancel or postpone the Event at any time if:
- the risk to person, property or national security is considered by Austrade, in its absolute discretion, to be unacceptable;
 - for administrative reasons (i.e. due to a change in the venue) or if, in Austrade's view, the Event may not achieve its purpose (i.e. because market forces have changed); or
 - insufficient numbers are achieved.

If Austrade cancels or postpones the Event, it will notify the Participant as soon as practicable.

If Austrade cancels the Event in accordance with this clause 22 (a), Austrade will make all reasonable endeavours to refund the Participation Fee to the Participant within 30 days of the cancellation. However, if Austrade cancels the Event in accordance with clause 22 (b), Austrade may deduct the costs which it has incurred on the Participant's behalf from the Participation Fee before it is refunded. Austrade will make reasonable endeavours to minimise these costs. In the event of cancellation due to clause 22 (c), Austrade will refund the full Participation Fee.

If Austrade cancels or postpones the Event pursuant to this clause 22, the Participant acknowledges Austrade will not be liable to pay compensation, damages or costs to the Participant in respect of the cancellation or postponement.

Liability & Indemnity

- 23 **Liability:** Austrade will take reasonable care not to damage a Participant's Exhibit Items during an Event. Austrade will not be liable to pay any compensation, damages or costs to any Participant for damage caused to its Exhibit Items unless that damage was caused by Austrade's negligent or unlawful act.
- 24 **Indemnity:** The Participant indemnifies Austrade, its employees, contractors and agents (**the indemnified**) against all actions, proceedings, claims and demands which may be brought or made against the indemnified by any person in respect of any loss, damage or injury (including death) occurring to any person or property arising out of or in connection with:
- the Participant's involvement in the Event;
 - the Participant's use or occupation of the space and position allocated by Austrade; or
 - the Exhibit Items owned, operated, exhibited, displayed, demonstrated by or under the direct or indirect control of the Participant.

This indemnity includes any costs incurred by Austrade (including legal costs on a solicitor-own client basis) in defending any actions, proceedings, claims and demands or in being represented at proceedings, inquiries or inquests.

General

- 25 **Privacy:** The Participant acknowledges that personal information on the Application Form may be collected and used by Austrade or its contracted service providers to advise of opportunities, seminars, conferences, trade fairs and other export related activities designed to facilitate Australian exports.
- 26 **Applicable law:** These terms and conditions will be governed by and construed in accordance with the laws of the Australian Capital Territory.