



EXHIBITION AGREEMENT

- A. AEAS is conducting Event(s) to promote Australian school education to international students, parents and education agents.
- B. The Participant wishes to register and participate in the Event(s).
- C. These Terms and Conditions of Participation are to be read in conjunction with the Event Program and Application Form. In the event of any inconsistency, the Terms and Conditions of Participation take precedence to the extent of any inconsistency.
- D. Upon lodgement of the Application Form an agreement is entered into between AEAS and the Participant.

TERMS AND CONDITIONS

1 Definitions

Acknowledgement Email: means written confirmation which includes email by an AEAS representative accepting the Participant's application.

Agreement: means these Terms and Conditions of Participation, the Event Program and the Application Form.

Ancillary service providers: means an organisation that provides services to Australian school sector and may include guardianship, homestay organisations, health insurance and other related services.

Application Form: means the online or hard copy Event Registration Form, contained on AEAS's website.

Event: means any Australian schools exhibition or Australian school-education agent workshop.

Event Program: means the program specific to the event(s) on the AEAS website or circulated in hard copy and which contains details of the Event including but not limited to the venue, date and Participation Fee.

Event Item: means the items brought to the Event venue or site by the Participant, including display goods and promotional materials.

Invoice: means an invoice issued by AEAS to the Participant which specifies the Participation Fee payable by the Participant to AEAS for an Event(s).

Participant: means an Australian CRICOS registered institution/school that has applied to AEAS to participate in the Event.

Participation Fee: means the amount specified in the Event Program and Application Form and/or the Acceptance email that is required to be paid by the Participant to attend the Event.

Applications

2 Acceptance of Application: Following online submission of the Application Form or receipt of a hardcopy application, AEAS will assess the application and decide if the Participant is accepted for the Event. If the application is accepted, AEAS will issue an Acknowledgement email to the

application, this Agreement shall cease. AEAS will notify the Participant in writing within a reasonable time period if their application has not been accepted.

AEAS will prioritise acceptance of Participants that:

- a. Refer students for AEAS testing
- b. Have participated in previous AEAS events
- c. Have an agreement with the co-organising education agent (or are willing to form such an agreement)

AEAS may also, at its sole discretion, consider applications from ancillary service providers to the Australian school sector if the service provided is relevant to the objectives of the Event, assists students to make informed decisions about study in Australia or directly benefits an Australian School.

AEAS has sole discretion regarding acceptance of an Application Form or hardcopy application and the Participant agrees and accepts that AEAS's decision is final and not subject to challenge. AEAS is not required to provide reasons for refusal of an application.

3 Participation Fee: The Participation Fee is as stated in the Event Program. The Participant agrees to pay the Participation Fee as invoiced.

4 Payment: Once the Participant has been accepted, AEAS will provide the Participant with an invoice for the Participation Fee which must be paid by the date stated in that invoice. In the event that the Participant fails to pay the Participation Fee by the due date, the application will be deemed to be withdrawn by the Participant.

Once AEAS has received payment of the Participation Fee in full, the Participant's place at the Event is confirmed and their place secured.

AEAS will not permit a Participant to participate in the Event and will refuse a Participant access to the Event venue if the Participation Fee is unpaid.

AEAS may issue additional invoices for wireless internet where these are at an additional cost (for guests not staying in the preferred hotels). These will be issued prior to events.

5 Shared booths: Up to two schools may share a booth at nominated events. This involves a representative from both schools being physically present at the event.

A 50% additional fee will be charged to each Participant for booth sharing at each event.

Participants are not permitted to represent other schools or organisations that do not have a staff member present at the event. Exceptional circumstances may be discussed with an AEAS representative. AEAS may use its discretion to determine if the booth sharing policy is to be waived.

6 Late applications: AEAS may, at its discretion, accept or reject an Application Form received after the specified deadline. If AEAS accepts a late application, it will notify the Participant and process the Participant's payment of the Participation Fee in accordance with clause 4.

7 AEAS representation of schools: For nominated AEAS arranged events, AEAS may offer to represent Australian schools for a fee of AUD\$800 per day.



Event booth space

8 Booth Space: AEAS will allocate to the Participant a booth space consistent with the description contained in the Event Program and/or Application Form. AEAS reserves the right to determine the visual elements of that space and to limit the use of additional items deemed inappropriate or unsuitable.

9 Allocation of Space: AEAS will, at its sole discretion, allocate booth space and positions within the Event venue to the Participants, taking into account any special circumstances. AEAS usually arranges Australian schools in alphabetical order in the venue. AEAS is not obliged to make any changes to its allocation of space and positions, except at its discretion.

Event hours

10 Hours: AEAS shall determine the hours during which the Event shall be conducted and the hours of access for Participants. A schedule for each event will be provided and will include set up time. Participants must complete their setup at the nominated time.

Participant's General Responsibilities

11 Participant incurred costs: The Participant must arrange and pay all costs associated with:

- a. shipping the Promotional Materials to and from the Event venue including packaging, documentation, freight, handling, insurance, customs clearance, import duties, bonds and other taxes;
- b. the removal and/or disposal of its Promotional Materials from the Event venue; and
- c. the staffing of its booth space.

12 Shipping Arrangements: The Participant acknowledges and agrees that AEAS bears no liability whatsoever for the shipping and related fees of Promotional Materials and that this remains the sole responsibility of the Participant.

13 Delivery, setup and removal: Participants are responsible for the prompt delivery, setup and removal of all Promotional Materials. In the event a Participant fails to occupy their allocated booth space by the Event opening time, AEAS may cause the booth to be occupied in the manner it deems appropriate for the interests of the Event and without releasing the Participant from any liability under the Agreement.

14 Staff: Unless agreed to by AEAS, the Participant shall ensure that at least one representative in the direct employment of the Participant is present at the Participants booth during the opening hours of the Event.

15 Agents (other than co-organising agents): Participants may not engage agents as additional representatives at events where these are being co-organised by AEAS arranged agents. For events being solely arranged by AEAS, Participants will be provided with event specific advice about agent participation.

16 AEAS Testing: All participants must agree to refer all students that visit the event for an AEAS test. This is a condition of participation and participants will be asked to acknowledge this when completing the Application Form.

AEAS works in close collaboration with schools and with the co-organising education agents (for relevant events) to promote Australian school education, the participating schools and AEAS testing. Referring students for AEAS testing is mutually beneficial for all. Please refer students and parents to the AEAS booth at each event for further information.

PARTICIPANT CONDUCT

17 AEAS and the co-organisers of each event commit to encouraging a supportive and productive event environment. This can only happen when everyone cooperates and agrees to suitable standards of conduct. The following are guidelines which all Participants and their staff must comply with when representing their school at any AEAS event:

- a. Each school should have a maximum of two representatives at their booth (plus an interpreter) at any one point in time. If additional representatives are travelling, representatives should consider alternating sitting at the booth.
- b. Participants must remain sitting or standing at their booth.
- c. Access to other booths must not be compromised by standing and addressing families in the aisles or in front of other school booths.
- d. Participants must not stand in the doorway to the exhibition room and direct students to your booth. Students and their families must be allowed to navigate the exhibition themselves.
- e. Students and families must not be approached while browsing the exhibition. This includes approaching them in the aisles and touching/steering them towards your booth.
- f. No testing may be conducted during the event or in the foyer of the event.
- g. All students should be referred for AEAS testing as agreed by Participants.
- h. No student is to be advised to sit any other English proficiency test other than AEAS.
- i. No other agents or sub contracted representatives are permitted to staff school booths. All Participant representatives must be directly employed by the school.
- j. Participants should not invite other education agents to visit them at an exhibition being co-organised by an education agent. Schools should plan such meetings on other days.
- k. Participants must refer all students visiting the exhibition to the co-organising agent to assist with visa applications and school applications. Schools must not accept direct applications or refer students to other agents.

Any behaviour which is deemed to contravene this code of conduct will be addressed by AEAS. Participants may be asked to leave the exhibition if the inappropriate behaviour continues.

18 Amenity: Each Participant must ensure the cleanliness and tidiness of their allocated booth space. The Participant agrees not to display any Promotional Material, including banners/pull up displays, in a manner that obstructs or affects neighbouring Participants or which impedes or projects into aisles. The Participant agrees to abide by any requests by AEAS to cease any activity which may cause annoyance to others during the Event.

19 Acknowledgment of Risk: The Participant acknowledges and accepts that its participation in the Event may expose it and its representatives to the risk of damage, loss or harm. The Participant acknowledges and agrees that it will not hold AEAS responsible for any damage, loss or harm as a consequence of its participation in the Event.

20 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 insurance is



Event changes and additional terms and conditions

21 Changes to Event: AEAS will endeavour to ensure that the Event proceeds in accordance with the details in the Event Program and Application Form. AEAS may, at its sole discretion, make changes to the Event at any time without prior notice to the Participant.

22 Additional terms and conditions: If AEAS has entered into an agreement with an event or venue manager in respect of the Event, AEAS 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.

Withdrawal & Cancellation

23 Withdrawal: If a Participant wishes to withdraw from the Event, written notice must be given to AEAS. Withdrawals will not be deemed received until the Participant has received written confirmation of their withdrawal from AEAS.

Upon withdrawal, the Participant forfeits 50% of the Participation Fee, unless withdrawal is within 60 days of the Event.

In the event that the Participant withdraws within 60 days of the Event, the Participant forfeits the Participation Fee in full (100%).

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

The withdrawal policy enables AEAS to plan and implement marketing and promotion of each event based on confirmed participant numbers.

24 Cancellation or Postponement of Event: AEAS may cancel or postpone the Event at any time if:

- a. there is an insufficient number of Participants to proceed;
- b. for administrative reasons (e.g. due to a change in the venue) or if, in AEAS's view, the Event may not achieve its purpose (e.g.. because market forces have changed); or
- c. the risk to person or property is assessed by AEAS, in its absolute discretion, to be unacceptable.

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

If AEAS cancels the Event in accordance with clause 24 (a) or (b), AEAS will make all reasonable endeavours to refund the Participation Fee to the Participant within 30 days of the cancellation.

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

General

25 Liability and Termination Rights: AEAS reserves the right to suspend or terminate services under this Agreement at its sole discretion and without liability if it considers there to be a breach of any Australian or local (foreign) law, by a Participant.

26 Force Majeure: AEAS will not be liable to the Participant for any loss suffered, nor be in default under this Agreement for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of AEAS, or if the attendance at the Event is adversely impacted by any of the causes nominated by this clause. In all such circumstances AEAS shall be entitled to retain the Participation Fee paid by the Participant.

27 Indemnity: The Participant indemnifies AEAS, 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:

- a. the Participant's involvement in the Event;
- b. the Participant's use or occupation of the booth space and position allocated by AEAS; or
- c. the Promotional Materials owned, displayed and demonstrated by the Participant, or by AEAS on behalf of the participant.

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

28 Employees of Participant: Any rights conferred upon the Participants are deemed to have been conferred upon the Participant and its employees and any breach of these terms and conditions by any employee, or invitee of the Participant constitutes a breach of this Agreement by the Participant.

29 Intellectual Property: The Participant shall indemnify AEAS from and against all claims, liabilities, losses (including fines and penalties), damages and reasonable costs arising from any claim, suit or action (including legal costs and expenses) arising from reliance on information provided by the Participant for use by AEAS or for any breaches of third party intellectual property.

30 Privacy: The Participant consents to the personal information in the Application Form being collected and used by AEAS or its contracted service providers for the purpose of informing the Participant of other services, Events, seminars, that are organised or promoted by AEAS.

Notwithstanding the above consent, all personal information collected by AEAS will only be used for the purpose for which it was provided and in accordance with relevant privacy legislation.

31 Licence: The Participant grants AEAS a non-exclusive, non-transferable and royalty free license to use the Participant's brand name(s), logo(s) and trademark(s) on any material



32 **Variation:** A provision of this Agreement can only be varied by a later written document executed by or on behalf of AEAS and the Participant.

33 **Applicable law:** These terms and conditions are governed by and to be construed in accordance with the laws of Victoria. The Participant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria.

34 **Severability:** If any term, condition, provision or covenant contained in this Agreement is determined to be illegal, void, prohibited, invalid or otherwise unenforceable, it will be severed from these terms and conditions and the remaining terms and conditions will survive and remain in full force and effect.

35 **Survival on termination:** All indemnities survive termination of this Agreement.