

## **TERMS AND CONDITIONS FOR PARTICIPATION IN THE EHEF Indonesia 2023**

"The EHEF Committee" (EU Delegation, Campus France, DAAD, Education in Ireland, Neso Indonesia, Study in Sweden and Uni Italia), and "The Exhibitor," the eligible institution, network or consortium of institutions, National Representation, or their representative which has made a successful application to the EHEF Committee to participate at the European Higher Education Fair.

### **In these conditions:**

"The European Higher Education Fair" or "Fair" is that organised by the EHEF Committee in the country specified in the Fair profile;

### **Exhibitor Selection criteria for Higher Education Institutions**

To be eligible to exhibit at EHEF Indonesia, the institutions must:

- be a higher education institution with its headquarters in one of the 27 EU Member States,
- be recommended by the appointed national coordinator of the relevant EU Member State,
- provide courses at the undergraduate level and/or the postgraduate level of higher education leading to recognised degrees,
- provide degree courses that are accredited by the competent national authority in the relevant EU Member State,
- have a solid international dimension or actively seek to develop one, i.e., offer courses (preferably English-taught) and support services mainly aimed at international students.
- officially represent the European country's language center or cultural center.
- priority will be given to individual higher education institutions focusing on postgraduate courses.

We are using a first-come, first-served basis to determine eligible participants. A waiting list will be constituted if the number of applications exceeds the booths available. Eligible institutions will be placed on this waiting list.

EHEF Committee reserves the right to select institutions to participate in the EHEF based on the exhibitor selection criteria, as described above. Applicants will be notified by email of the decision.

### **Cancellation of a European Higher Education Fair**

The EHEF Committee reserves the right to postpone, curtail, move, extend, or abandon a Fair, move Exhibitors, or close individual or all sections of the Exhibition temporarily or permanently if unforeseen events require. Should it be necessary to postpone, curtail, move, extend, or abandon the Fair or move an Exhibitor, the Exhibitor shall not be entitled to withdraw from the contract or claim indemnity. Suppose the EHEF Committee cancels the event due to force majeure. In that case, the Committee will reimburse the participation fee after deducting the paid expenses. Exhibitors will be responsible for any cancellation charges on flights, accommodation, and any other costs they may incur.

### **Participant's Cancellation**

**Participation fees will be charged for withdrawal, for whatever reason, from the event after 29 SEPTEMBER 2023.** The institutions should submit an official letter to the Committee to cancel their participation.

### **Payment schedule**

The EHEF Committee will invoice Exhibitors for the participation fee and any additional costs before the event occurs. Terms of payment and deadlines are stated on the application form and must be respected for the Exhibitor to participate in the Fair.

The EHEF Committee reserves the right to cancel the contract if payments are not issued on time. In such an event, the EHEF Committee shall not be liable for any resulting costs, damages, and/or losses charged to the Exhibitor. If the Exhibitor's instructions are made out to a third party, the Exhibitor continues to be liable for all charges.

### **VAT**

Amounts invoiced by the EHEF Committee are exempt of VAT. The EHEF Committee reserves the right to send a supplementary invoice for VAT if required by EU legislation.

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

Please note that the European Higher Education Fair exhibitor fee does not include accommodation, freight, or international and/or domestic travel costs.

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

The EHEF Committee will not accept any 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 Exhibitor**

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

### **Personal accidents**

The Exhibitor must occupy and use the Booth and its allocated space at its own risk. EHEF Committee will not accept any liability for any accident, damage, or injuries suffered by the Exhibitor, its agents, contractors, invitees, members of the public, or any person whatsoever.

## **Disclaimer**

The EHEF Committee accepted no liability for loss or damage suffered by the Exhibitor and caused by:

- the failure of any service which the Implementing Agencies is responsible for providing;
- the failure of any service to be provided by the European Higher Education Fair subcontractors;
- cancellation or suspension of the European Higher Education Fair due to force majeure, including war, earthquake, strikes, or by reason beyond the EHEF Committee's control.

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

## **Use of Booth**

The Booth shall not be used for any illegal or immoral purpose, and the EHEF Committee reserves the right to remove all materials that, in their sole opinion, may be considered offensive or obscene.

## **Disputes**

Should the Exhibitor and the EHEF Committee dispute the meaning or interpretation of any of the terms of this Agreement, including failure to agree on an event of force majeure, the matter will be referred to the European Commission for arbitration.

## **Notices**

If either party wishes to notify the other party under this Agreement, it shall be by official email to [fair@ehf.id](mailto:fair@ehf.id)

## **Termination of Agreement**

The EHEF Committee are entitled to terminate without notice their Agreement with 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 EHEF Committee, in their sole and absolute discretion, decide that the Agreement 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.

Suppose the EHEF Committee terminates the Agreement. In that case, the Exhibitor will pay the EHEF Committee any expenses or loss incurred by the EHEF Committee arising from such termination.

## **Privacy Policy**

This Privacy Policy sets out the data processing practices carried out through the Internet and the ehf.id and corresponding EHEF fair websites. If you have any requests concerning your personal information, any queries concerning these practices, or wish to modify or remove your data, don't hesitate to contact us at fair@ehf.id. We collect personal information through the registration process only. We do not sell, trade, or rent your personal information to third parties. We will only disclose personal information to our partners and other organizations related to the event you register to and the suppliers we engage to process data on our behalf.

## **Governing Law**

By applying to exhibit at the Fair, the Exhibitor agrees to these Terms and Conditions. The laws of the Republic of Indonesia shall interpret the mutual rights and obligations residing in this contractual relationship. Should any of the above conditions be or become null and void, the other conditions remain valid.