



# Going Global 2016

Cape Town International Convention Centre, Cape Town  
3–5 May 2016

## ACCOMPANYING EXHIBITION APPLICATION FORM

|                |  |
|----------------|--|
| Organisation   |  |
| Contact person |  |
| Address        |  |
| Telephone      |  |
| VAT number     |  |
| Email          |  |
| Website        |  |

### WE HEREBY BOOK A FULLY EQUIPPED STAND\* AS FOLLOWS:

| Stand size*      | Early bird | Regular fee |
|------------------|------------|-------------|
| 6m <sup>2</sup>  | £2,550     | £3,000      |
| 9m <sup>2</sup>  | £3,825     | £4,500      |
| 12m <sup>2</sup> | £5,100     | £6,000      |
| 15m <sup>2</sup> | £6,375     | £7,500      |
| 18m <sup>2</sup> | £7,650     | £9,000      |

Early bird 15 per cent discount is only available up to 12 February 2016. By signing we accept the terms and conditions (see reverse).

**Please see our Terms and Conditions (see reverse), which will apply to your booking with us.**

All prices plus local VAT or equivalent, if applicable.

\*The equipment included depends on the size of your stand. Example: a 6m<sup>2</sup> stand includes: one table, two chairs, spotlights, stand ID, one socket, electricity and cleaning. Additional equipment and AV can be ordered at extra cost. Please note exhibitor passes will not allow access to the main conference sessions. Exhibitors are entitled to one free exhibitor pass for every three square metres of rental space and are entitled to purchase one delegate pass per exhibition stand at the discounted rate available at time of purchase (discount of £100).

**Please complete and return to:**  
ICWE GmbH, Attn: Silke Lieber, Leibnizstr. 32,  
10625 Berlin, Germany  
T +49 (0)30 310 1818-0  
F +49 (0)30 324 9833  
[goingglobal@icwe.net](mailto:goingglobal@icwe.net)  
<http://ihe.britishcouncil.org/going-global>

Subject to our acceptance of your exhibition application form, we will then issue an invoice to you for the relevant fee as stated above. This invoice must be paid in accordance with the payment terms set out in the Terms and Conditions (see reverse).

Please contact ICWE (Integrated Communications, Worldwide Events) if you have any queries about the application and booking process. ICWE are appointed to act as agents for the British Council.

Place & date: \_\_\_\_\_

Signature & stamp: \_\_\_\_\_

## GOING GLOBAL 2016 TERMS AND CONDITIONS

These are the terms and conditions (Terms and Conditions) under which we are willing to enter into contractual relations with you. Unless we agree otherwise in writing, the Agreement (as defined below) is entered into on the basis of these Terms and Conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication by you.

### Definitions

In these Terms and Conditions, the following words shall have the meaning set out below:

**Exhibition Management** (also referred to as **our agent**) means British Council Trading International Ltd (number 5093170 and a wholly owned subsidiary of the British Council) with its registered office at 10 Spring Gardens, London SW1A 2BN.

**Exhibitor** (also referred to as **you**) means the person(s), firm or company that engages us to provide the Services at the Venue, whose name and details are set out in the attached Exhibition Application Form.

**Exhibition Application Form** means the initial application form completed by you.

**Event** means the Going Global 2016 exhibition to be held on 4 - 5 May 2016 at the Venue. **Fees** mean the fees payable by you to us in respect of the Services as set out in the Exhibition Application Form.

**Venue** means the Cape Town International Convention Centre, South Africa.

**Services** means the hire of a stand at the Event, together with any such equipment as may be agreed between the parties in writing.

**Agent** means the British Council's agent, ICWE GmbH (a limited liability company based in Berlin, Germany which is registered with the AG Charlottenburg under No. HRB 81670) which is authorised to carry out certain aspects of the Services (as specified in the Agreement) and the booking process on our behalf.

### 1 General/booking process

Participation is open to individual Exhibitors and groups of Exhibitors in a position to make direct contributions to the subject matter. Groups of Exhibitors are kindly requested to nominate a responsible representative authorised to sign, who will accept the responsibility and liability of the group towards the Exhibition Management. All applications submitted in the form of an Exhibition Application Form constitute an Exhibitor's offer to book a stand at the Event and must first be approved by the Exhibition Management at its sole discretion. Once approved, the Exhibition Management or their Agent will be entitled to decide on the allocation of exhibition space, the execution of instructions concerning the building of stands and passages, and on safety measures required. Any exchange of space between two Exhibitors will be subject to the prior approval of the Exhibition Management. Participation in the Event will be confirmed by the Exhibition Management and will be made definitive by forwarding the invoice and confirmation, indicating our acceptance of your offer. On acceptance by us, these Terms and Conditions, together with the Exhibition Application Form, will create a legally binding agreement between us and you (the Agreement).

### 2 Cancellation and termination

Once an Agreement between us has been formed in the manner set out above, Exhibitors cannot be discharged from their contractual duties. Exhibitors may cancel their participation at the Event by notifying our Agent either by registered mail or email at the addresses set out in the Exhibition Application Form) up to ten weeks (i.e. by 24 February 2016) prior to the first day of the Going Global 2016 conference and exhibition (Wednesday 4 May 2016) but will be charged with 50 per cent of the full stand rental charges. Thereafter, the full amount is payable. With the cancellation, Exhibitors renounce their stand at the Event. We reserve the right to terminate the Agreement immediately on giving written notice to you and without any liability to you if:

- (a) you are in material breach of any of your obligations under the Agreement and you fail to remedy such breach (where the breach is capable of being remedied) within seven days following written notice from us requiring you to do so;
- (b) you are in arrears with respect to any payment due to us;
- (c) an order is made or a resolution is passed for your winding-up or an administrator is appointed by order of the court or by other means to manage your affairs, business and property or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of your assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding up or bankruptcy order or you take or suffer any similar or analogous action in consequence of debt; or
- (d) you cease or threaten to cease, to carry on business.

Termination of the Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Agreement as at the date of termination and all provisions which expressly or by implication are intended to come into or continue in force on or after termination shall do so.

### 3 Force Majeure Cancellation of the Event

If the Exhibition Management is prevented from holding the Event for reasons beyond its reasonable control (Force Majeure Event), it will have no obligation to offer a refund of any Fees paid.

### 4 Rescheduling or Cancellation of the Event by the Exhibition Management

In the unlikely event that the Exhibition Management has to reschedule the Event prior to its commencement, it shall notify Exhibitors immediately of the rescheduled date. Exhibitors are entitled to cancel their participation in the Event if it is rescheduled, provided that this cancellation is made within a week following receipt of this notification. In such cases, the Exhibition Management shall refund to the Exhibitor the full amount of any Fees paid by the Exhibitor up to and including the date on which the Exhibition Management receives notification of the Exhibitor's wish to cancel. Similarly, in the unlikely event that the Exhibition Management has to cancel the Event prior to its commencement, the Exhibition Management will refund to the Exhibitor the full amount of any Fees paid by the Exhibitor up to and including the date of cancellation, which shall be the full extent of the Exhibition Management's liability to the Exhibitor in these circumstances.

## 5 For Events that have already commenced

If the Exhibition Management is obliged to shorten or cancel an Event that has already begun, due to a Force Majeure Event, Exhibitors are not entitled to assert claims for reimbursement or for exemption from the stand rental charges.

## 6 Allocation of exhibition space

The Exhibition Management and/or their Agent will allocate the stands and try, wherever possible, to comply with the requests of the Exhibitor. However, the Exhibition Management and/or their Agent cannot guarantee that all wishes will be fulfilled.

## 7 Construction of your stand

The Agent will provide you with a stand build-up service ahead of the Event. However, if you have contracted your own stand builder for the Event, please contact the Agent at least one month before the Event. Your stand builder will need additional information and different rules may apply. The Agent must be provided with a sketch of the stand. The final sketch of the stand is subject to approval by the Exhibition Management as well as the Venue.

## 8 Payment

All Fees are payable in UK Sterling. For details of the Fees, please refer to the Event details in the Exhibition Application Form. Fees and any additional charges agreed between the parties (e.g. equipment and AV) are payable within 14 days after date of invoice, and should be transferred as specified on the invoice. The Fees are exclusive of VAT, which will be added by us (if and to the extent applicable). We reserve the right to charge interest on overdue amounts at the rate of 4 per cent above the base rate of HSBC Bank Plc from the date on which payment was due.

## 9 Transport and delivery of exhibits

Exhibitors are free to employ their own forwarding agent. The Exhibition Management shall not be held liable for loss or incorrect delivery. The Exhibition Management is not responsible for pricing and invoicing of shipment services and shall not be held liable for loss or incorrect delivery or return of materials. The Exhibition Management is not responsible for customs clearing of any foreign shipping. At the end of the Event, 5 May 2016 at 16.00, the Exhibitors must clear their stands, removing all materials placed on the walls of their respective exhibition stands, promotional boards, etc., and must hand the stand over to the Exhibition Management and/or their Agent (as instructed) in the state in which they received it, i.e. including all rented items. Due to fire regulations, crates and other packaging material may not be stored in the stand or the Venue halls.

## 10 Advertising during the Event

Advertising is only permitted within the allocated exhibition space. Any exhibits/ displays outside this allocated exhibition space will be subject to written approval from the Exhibition Management. In the interests of all Exhibitors, distributing flyers and other advertising material outside the stand will not be tolerated. The Exhibition Management is entitled to prohibit unauthorised advertising at its discretion.

## 11 Liability and insurance

Nothing in the Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law. Subject to the provisions of this clause 11, the Exhibition Management's total liability to the Exhibitor whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss or damage, costs or

expenses arising under or in connection with the Agreement is limited to 150 per cent of the Fees as have been paid or are payable by the Exhibitor to the Exhibition Management under the Agreement. Subject to the provisions of this clause 11, the Exhibition Management shall have no liability to the Exhibitor whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect or consequential loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with the Agreement. Exhibitors should be insured against fire and theft for the duration of the Event. The Exhibitors on their part will be held liable for any damage to persons or objects caused by them, their employees, their representatives or by exhibits or items of their equipment. The Exhibitors also carry the whole risk for their stand and exhibits.

## 12 Loss or damage caused by Exhibitor

The Exhibitor indemnifies (and will keep indemnified) the Exhibition Management against all actions, claims, suits, costs, expenses, damages, losses or 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 Exhibition Management):

(a) arising out of or in connection with the Exhibitor's negligence, default or breach of the terms of the Agreement; or

(b) incurred by the Exhibition Management in respect of any claim made by a third party against it in respect of: (i) any loss or damage to property; or (ii) any injury to any person, including injury resulting in death, whether caused directly by any negligent act or omission by the Exhibitor (including its officers, employees, agents, sub-contractors or representatives).

This clause shall survive the termination or the expiry of the Agreement.

## 13 Use of Venue, the stand and conduct at the Event

Exhibitors must not display literature on behalf of institutions that are not participating in the Exhibition. Exhibitors may be asked to submit all promotional materials and displays to the Exhibition Management and/or their Agent 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 Exhibition Management and/or their Agent reserve the right to close down any stand or reception area not meeting the Exhibition Management's requirements. No promotional literature relating to any representative of the Exhibitor may be displayed at the Event. Nothing in the Agreement shall have the effect of granting or transferring to, or vesting in the Exhibitor, any intellectual property rights belonging to the Exhibition Management. The Exhibitor agrees that it will not use the Exhibition Management's name or trademarks or logos in any way (including without limitation in advertising for promotional materials), or refer to it in any written communications without the Exhibition Management's prior written consent. The Venue shall not be used for any illegal or immoral purpose and the Exhibition Management reserves the right to remove all material that in its sole opinion may be considered offensive or obscene. The Venue shall not be used for the purpose of betting or gambling. All goods and property brought into the Venue are brought in at the owner's risk.

Escalators and passenger elevators shall be dedicated for the use of passengers and shall not be blocked or be used to transport freight or equipment or material of any nature.

The Exhibitor is required to occupy the stand from the given time and must have completed all work on preparing/dressing the stand in time for the Event opening at the given time. They must not vacate or dismantle the stand before the closure of the Event and must have a representative staffing the stand at all times throughout the Event.

The Exhibitor must vacate the stand by a given time and must remove all display material, exhibits, and other property from the Venue after closure of the Exhibition and must restore each stand to its original good order and condition. If the Exhibitor fails to observe the conditions set out above, the Exhibition Management is entitled at the cost and expense of the Exhibitor to:

(a) remove all display materials, exhibits and other property belonging to the Exhibitor or its representatives and dispose of them in any way it sees fit; and

(b) rectify all damage caused by the Exhibitor or its representatives and do all other things necessary to restore the stands and allocated space to good order and condition.

The Exhibitor must pay or reimburse the Exhibition Management for all sums necessarily expended by reason of such default. The Exhibition Management reserves the right to eject any Exhibitor deemed to be acting inappropriately during the Event. Dress should be appropriate for the country in which the Event is being held and all representatives of Exhibitors should dress accordingly.

#### **14 Guarding, security and cleaning**

The exhibition area will be guarded on conference days between 18.00. 08.30 hours.

However, no liability will arise from this for the Exhibition Management. The Exhibition Management and/or its Agent reserve the right for security purposes to stop and search any personal belongings, objects or packages entering the Venue and shall be entitled to refuse to allow any person, object or package to enter the Venue that the Exhibition Management and/or its Agent reasonably consider to be a risk or likely to be a risk to the safety or security of the Venue or the people in it. The daily cleaning of the passages in the Venue halls will be arranged by the Exhibition Management and/or its Agent and is included in the Fees.

The Exhibition Management reserves the right to charge for any damage that the Exhibitor (and its officers, employees, agents, or sub-contractors, as applicable) causes during its use of the Venue that is beyond normal wear and tear. The Exhibition Management also reserves the right to charge for any additional cleaning that is required to the Venue, over and above that which is required from normal and reasonable use of the Venue by the Exhibitor.

#### **CONTACT**

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goingglobal@icwe.net  
www.icwe.net

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The British Council is the United Kingdom's international organisation for cultural relations and educational opportunities.

#### **15 Electricity**

The cost of general lighting is included in the Fees paid for the allocated exhibition space. Outlet boxes for special lighting and equipment can be installed by the staff at the expense of the exhibitor. Payment can be made on a lump sum basis according to the connected load.

#### **16 Event staff**

Exhibitors are entitled to one free exhibitor pass for every three m2 of rental space, but this pass does NOT give access to conference sessions and other fee-related conference activities. Exhibitors agree to pay full conference registration fees for any additional stand staff. Exhibitors are entitled to purchase one delegate pass per exhibition stand at the discounted rate available at time of purchase (discount of £100).

Exhibition opening hours:

Wednesday 4 May 2016, 08.30. 18.00\*

Thursday 5 May 2016, 08.30. 16.00\*

#### **17 Concluding provisions**

Without special permission of the Exhibition Management, no exhibit will be removed from the exhibition premises prior to 5 May 2016 at 16.00\*.

#### **18. Miscellaneous**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement and nothing in the Agreement shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of the Agreement. The Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement. Both you and we agree that in entering into the Agreement, we do not rely on any statement, representation or assurance of any person relating to the subject matter of the Agreement other than as expressly set out in the Agreement, or as agreed between us in accordance with these Terms and Conditions. The Agreement is personal to you and you will not assign, transfer or sub contract any of your rights or obligations under the Agreement without our prior written permission. Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way. Both parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any dispute (including any non-contractual dispute), claim or matter arising under or in connection with the Agreement. The Agreement shall be governed by and construed in accordance with English law.

\*All times are subject to final confirmation