

GLOBAL STUDY UK LTD TERMS AND CONDITIONS OF BUSINESS

The Exhibitor's attention is particularly drawn to the provisions of clause 11.

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Application: the completed application submitted by the Exhibitor to Global Study to exhibit at the Exhibition.

Application Deadline: the final date for the submission of an Application in respect of the Exhibition as stated in the Exhibition Details.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Cancellation Deadline: the deadline for the cancellation of the Contract, being the date which is six weeks prior to the first date of the Exhibition.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.

Contract: the contract between Global Study and the Exhibitor pursuant to and incorporating the Application.

Eligible Institution: an educational institution in the United Kingdom having an appropriate sponsor licence permitting it to bring students to the United Kingdom.

Exhibition: the exhibition organised by Global Study and in respect of which Global Study and the Exhibitor have entered into the Contract.

Exhibition Details: the details relating to the Exhibition as supplied by Global Study.

Exhibitor: the Eligible Institution which has submitted an Application and entered into the Contract with Global Study.

Global Study: Global Study UK Ltd.

Venue: the venue for the Exhibition.

1.2 In these Conditions, the following rules apply:

(a) a reference to a party includes its personal representatives, successors or permitted assigns;

(b) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(c) a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Application constitutes an offer by the Exhibitor to exhibit at the Exhibition in accordance with these Conditions.

2.2 The Application shall only be deemed to be accepted when Global Study issues a written acceptance of the Application at which point and date the Contract shall come into existence (Commencement Date).

2.3 The Contract (including the Application) constitutes the entire agreement between the parties. The Exhibitor acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Global Study which is not set out in the Contract.

2.4 The Exhibition Details, any other descriptive matter or advertising issued by Global Study and any descriptions or illustrations contained in Global Study's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Exhibition. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms including terms which may be implied by trade, custom, practice or course of dealing.

2.6 Global Study reserves the right to cancel the Exhibition if insufficient applications are received for the Exhibition.

3. EMPLOYEE REPRESENTATIVES

3.1 An Exhibitor may be represented at the Exhibition by any of its employees provided that details of each such employee have been supplied in writing to Global Study prior to the Commencement Date.

3.2 If an employee at the Exhibition is not based in the United Kingdom, all communications between Global Study and the Exhibitor will be conducted in the United Kingdom and not with overseas employees. The Exhibitor shall be solely responsible for ensuring that all communications reach their overseas employees and for fulfilling all obligations under these Conditions. The Exhibitor shall remain fully responsible for the actions of any of its employees throughout the Exhibition.

4. GLOBAL STUDY UK'S RIGHTS AND OBLIGATIONS

4.1 Global Study shall perform its obligations in accordance with the Contract in all material respects.

4.2 Global Study shall use all reasonable endeavours to meet any performance dates specified in the Exhibition Details, but any such dates shall be estimates only.

4.3 Global Study shall have the right to make such changes to the Exhibition as may be necessary to comply with any applicable law or safety requirement, or such changes as may be appropriate and which do not materially affect the nature or quality of the Exhibition. In any such event Global Study shall notify the Exhibitor.

5. EXHIBITOR'S OBLIGATIONS, WARRANTIES AND INDEMNITIES

5.1 The Exhibitor shall:

- (a) ensure that the Application is complete and accurate;
- (b) co-operate with Global Study in all matters relating to the Exhibition; and
- (c) provide Global Study with such information as Global Study may reasonably require for the purposes of the Contract or the Exhibition, and ensure that such information is accurate in all material respects.

5.2 If Global Study's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Exhibitor or failure by the Exhibitor to perform any obligation under the Contract (Exhibitor Default):

- (a) Global Study shall, without limiting its other rights or remedies, have the right to suspend performance of its obligations under the Contract until the Exhibitor remedies the Exhibitor Default, and to rely on the Exhibitor Default to relieve it from the performance of any of its obligations to the extent the Exhibitor Default prevents or delays Global Study's performance of any of its obligations;
- (b) Global Study shall not be liable for any costs or losses sustained or incurred by the Exhibitor arising directly or indirectly from Global Study's failure or delay to perform any of its obligations as a result of the Exhibitor Default; and
- (c) the Exhibitor shall reimburse Global Study on written demand for any costs or losses sustained or incurred by Global Study arising directly or indirectly from the Exhibitor Default.

5.3 The Exhibitor shall indemnify Global Study and keep Global Study indemnified against all losses, damages, claims, demands, costs, expenses or other liabilities (including legal fees reasonably incurred) suffered or incurred by Global Study and arising directly or indirectly as a result of the acts or omissions of the Exhibitor, its employees, agents, contractors, representatives or invitees.

6. EXHIBITION FEES

6.1 Subject to the provisions of this clause 6, the fees for participation in the Exhibition shall be as published in the relevant Exhibition Details.

6.2 The Exhibitor shall pay each invoice submitted by Global Study:

(a) within 14 days of the date of the invoice and in any event no later than one Business Day prior to the first day of the Exhibition; and

(b) in full and in cleared funds to a bank account nominated in writing by Global Study, and

(c) time for payment shall be of the essence of the Contract. Global Study shall use reasonable endeavours to deliver the invoice to the Exhibitor with the written acceptance referred to in clause 2.2.

6.3 All amounts payable by the Exhibitor under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by Global Study to the Exhibitor, the Exhibitor shall, on receipt of a valid VAT invoice from Global Study, pay to Global Study such additional amounts in respect of VAT as are chargeable on any fees payable pursuant to the Contract at the same time as payment of such fees is due.

6.4 Without limiting any other right or remedy of Global Study, if the Exhibitor fails to make any payment due to Global Study under the Contract by the due date for payment (Due Date), Global Study shall have the right to charge interest on the overdue amount at the rate of 5 per cent per annum above the base lending rate of Barclays Bank plc from time to time accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

6.5 The Exhibitor shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Exhibitor shall not be entitled to assert any credit, set-off or counterclaim against Global Study in order to justify withholding payment of any such amount in whole or in part.

Global Study may, without limiting its other rights or remedies, set off any amount owing to it by the Exhibitor against any amount payable by Global Study to the Exhibitor.

7. CANCELLATION

7.1 If the Contract is cancelled after the Commencement Date, a cancellation fee will be payable in accordance with this clause 7. Such cancellation fee will become due and payable on receipt of the notice of cancellation.

7.2 A cancellation fee will be payable as follows:

- (a) if the cancellation notice is received by Global Study no less than six weeks prior to the first day of the Exhibition, no cancellation fee will be payable;
- (b) if the cancellation notice is received by Global Study no less than four weeks prior to the first day of the Exhibition, the cancellation fee payable will 50 per cent of the full fee payable under the Contract;
- (c) if the cancellation notice is received by Global Study less than two weeks prior to the first day of the Exhibition, the cancellation fee payable will be 100 per cent of the full fee payable under the Contract.

7.3 Notice of cancellation of the Contract must be given by e-mail to info@globalstudyuk.com.

8. ACCOMMODATION, VISAS, TRAVEL AND FREIGHT

8.1 Unless otherwise expressly stated in the Exhibition Details, the fees payable under the Contract do not include accommodation, subsistence, visas, insurance, freight charges, international or domestic travel costs or other ancillary costs arising out of participation in the Exhibition.

8.2 If the Exhibition Details contain information about accommodation for the Exhibition, the Exhibitor shall be responsible for making its own arrangements for such accommodation and Global Study shall not be responsible for any accommodation arrangements.

9. USE OF VENUE, THE STAND AND CONDUCT AT THE EXHIBITION

9.1 The Exhibitor shall not display any literature on behalf of any person that is not participating in the Exhibition or any promotional literature of any representative of the Exhibitor at the Exhibition. Global Study reserves the right to close any stand of the Exhibitor if it does not comply with Global Study's requirements.

9.2 The Venue shall not be used for any illegal or immoral purpose and Global Study reserves the right to remove all material that in its sole discretion may be considered offensive or obscene. The Venue shall not be used for the purpose of betting or gambling.

9.3 All goods and property brought into the Venue shall be brought in at the Exhibitor's risk.

9.4 The Exhibitor shall occupy its stand at the Exhibition from the commencement of the Exhibition and shall ensure that the stand is staffed by a representative of the Exhibitor at all appropriate times during the Exhibition.

9.5 The Exhibitor shall complete all work on the preparation of the stand in time for the opening of the Exhibition and shall not vacate or dismantle the stand before the closure of the Exhibition.

9.6 The Exhibitor shall vacate the stand at the appropriate time but no earlier than the closing of the Exhibition and shall remove all its display materials, exhibits and other property from the Venue after closure of the Exhibition and shall restore its stand to its original good order and condition.

9.7 If the Exhibitor fails to observe any of the terms and conditions of this clause 12, Global Study shall be 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 deems appropriate;
- (b) rectify any damage caused by the Exhibitor or its representatives and do all other things necessary to restore the stand and allocated space to good order and condition;
- (c) require the Exhibitor to pay or reimburse Global Study for all expenses necessarily incurred by Global Study as a result of such failure by the Exhibitor.

9.8 Global Study reserves the right to eject the Exhibitor from the Exhibition if in the sole discretion of Global Study the Exhibitor is acting inappropriately during the Exhibition.

9.9 The Exhibitor shall ensure that all its representatives are at all times dressed appropriately for the country in which the Exhibition is being held.

10. CONFIDENTIALITY

10.1 A party (Receiving Party) shall keep in strict confidence all information which is of a confidential nature and has been disclosed to the Receiving Party by the other party (Disclosing Party), its employees for the purpose of the Contract or by a student at, for the purpose of or pursuant to the Exhibition. The Receiving Party shall restrict disclosure of such confidential information to such of its employees as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10 shall survive termination of the Contract.

10.2 For the purposes of this clause 10, the Exhibitor agrees that the terms and conditions of the Contract, including the fees payable by the Exhibitor, are confidential.

10.3 The Exhibitor agrees that it is a Receiving Party in respect of any information or data on a student received, directly or indirectly, by the Exhibitor at, for the purpose or in consequence of the Exhibition and that such information or data is to be treated as confidential in accordance with this clause

11. LIMITATION OF LIABILITY

THE EXHIBITOR'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11.1 Nothing in these Conditions shall limit or exclude Global Study's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.2 Subject to clause 11.1:

- (a) Global Study shall not be liable to the Exhibitor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Global Study's total liability to the Exhibitor in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed

an amount equal to the aggregate of the fees received by Global Study pursuant to the Contract.

11.3 Subject to clause 11.1, Global Study shall have no liability to the Exhibitor for the damage, theft or loss at the Venue of the Exhibitor's property in any circumstances. The Exhibitor shall participate in the Exhibition at its own risk and obtain all appropriate insurance cover.

11.4 Subject to clause 11.1, Global Study shall not accept any liability for any accident, damage or injuries suffered in any way at the Venue during the Exhibition by the Exhibitor, its employees, agents, contractors, representatives, invitees or any other person whatsoever.

11.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.6 This clause 11 shall survive termination of the Contract.

12. TERMINATION

12.1 Without limiting its other rights or remedies, Global Study may terminate the Contract with immediate effect by giving written notice to the Exhibitor if the Exhibitor fails to pay any amount due under this Contract on the due date for payment.

12.2 On termination of the Contract for any reason:

(a) except as otherwise provided in these Conditions, the Exhibitor shall immediately pay to Global Study all of Global Study's outstanding unpaid invoices and interest pursuant to clause 6.4;

(b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. FORCE MAJEURE

13.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Global Study including but not limited to

strikes, lock-outs or other industrial disputes (whether involving the workforce of Global Study or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13.2 Global Study shall not be liable to the Exhibitor as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event and in such event Global Study reserves the right to cancel the Exhibition with immediate effect.

13.3 If the Force Majeure Event prevents the Exhibition from taking place, Global Study shall, without limiting its other rights or remedies, have the right to cancel the Exhibition and to terminate the Contract with immediate effect by giving written notice to the Exhibitor.

13.4 In the event of such cancellation of the Exhibition, Global Study shall have the right to deduct from the fees paid by the Exhibitor an appropriate proportion of any unavoidable costs payable by Global Study in respect of the Exhibition. Any such deduction shall be made on the basis that it is shared equally between all exhibitors exhibiting at the Exhibition. Any remaining balance of the fees after such deduction shall be refunded to the Exhibitor. The Exhibitor shall be responsible for any cancellation charges on flights, accommodation and any other costs that it may incur.

13.5 There are circumstances where tension and incidents will raise a safety threat but not be sufficient to cancel the Exhibition. In such circumstances, some individuals or Exhibitors may feel unwilling to visit a country and therefore decide to withdraw from the Exhibition. Global Study would make every effort to facilitate this with the minimum penalty to the Exhibitor. In the event of such a withdrawal, normal cancellation charges will apply, except to the extent that Global Study is able to reduce the charges without jeopardising the financial viability of the Exhibition.

14. ASSIGNMENT

14.1 Global Study may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

14.2 The Exhibitor shall not, without the prior written consent of Global Study, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15. WAIVER

15.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

16. SEVERANCE

16.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

16.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17. THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

18. VARIATION

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Global Study.

19. NOTICES

19.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at (in the case of Global Study) its registered office for the time being or (in the case of the Exhibitor) its address stated in the Application.

19.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

19.3 This clause 19 shall not apply to the service of any proceedings or other documents in any legal action.

20. GOVERNING LAW AND JURISDICTION

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.