

APPENDIX A: TERMS AND CONDITIONS 2016-17

These terms and conditions apply to the provision of services by the International Association of Language Centres (“IALC”) to its Corporate Partners, Workshop Exhibitors, Sponsors and Advertisers (together “Clients”). Additional terms and conditions (below) also apply to each such relationship, and those additional terms shall take precedence in the event of any conflict between the two.

Liability: Nothing in these terms and conditions shall operate to exclude any liability of IALC to the Client for any matter for which it would be illegal for IALC to exclude or to attempt to exclude its liability. Except insofar as it relates to any such matter, IALC’s total aggregate liability (if any) shall be limited to the value of the charges actually paid by the Client. IALC will have no liability whatsoever for any special, indirect or consequential loss howsoever caused or arising.

In the event that the Client commits any breach of these terms and conditions it shall immediately rectify the breach and fully indemnify IALC against any fines, losses, costs, damages, claims, demands, expenses, loss of profits and indirect and consequential losses incurred or suffered by IALC as a result of the Client’s breach or negligent performance or failure in performance of any of these terms and conditions.

Intellectual Property: Except as specifically permitted by these terms and conditions, the Client shall not make use in any way of IALC’s name, marks, or other intellectual property without IALC’s prior written consent, which may be withdrawn at any time.

Warranties: All services provided by IALC under this Agreement shall be provided with reasonable skill and care, subject to payment of the applicable charges by the Client. Subject to the foregoing, IALC provides its services on an ‘as is’ and ‘as available’ basis. All conditions, terms, representations and warranties that are not expressly stated in these terms and conditions, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded. IALC gives no warranties, conditions, guarantees or representations in relation to its services:

- of any particular result or outcome of using the services, or that they will meet your requirements;
- that the IALC website or the server that makes it available are error- or virus-free or free of other harmful components or that any person’s use of the website will be uninterrupted, timely, secure, or error-free.

Compliance: The Client agrees to comply with all applicable Legislation and regulations in relation to these terms and conditions and the activities they cover, including without limitation those concerning data protection and health and safety.

No waiver: Any failure by IALC to enforce any provision of these terms and conditions at any time shall not be construed as a waiver of such provision and shall not affect its right to enforce such provision.

Jurisdiction: These terms and conditions are to be governed by and construed in accordance with English law and any dispute or question in connection with them will be subject to the exclusive jurisdiction of the courts of England.

Corporate partner: additional terms and conditions

Unless otherwise agreed in the Corporate partnership agreement, IALC Corporate Partnerships have a term of one year. The phrase 'Corporate Partnership' here refers to promotional activities only and nothing in these terms and conditions shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute either party the agent of the other for any purpose, or (iii) entitle either party to commit or legally bind the other in any manner.

The Corporate Partner must purchase a package of promotion with IALC that is equal to or exceeds the minimum annual expenditure set by IALC for Corporate Partnership for the period of the partnership. The package of promotion purchased for the period of the partnership must include sponsorship at the IALC Workshop in the same period. The remainder of the package may be made up of any combination of Workshop advertising, exhibiting, year-round print advertising and online advertising via IALC media. All promotional services purchased during the term of Corporate Partnership must take place within the period of the term.

Corporate Partnership must be confirmed at least eight weeks before the IALC AGM/Workshop to guarantee inclusion in the Workshop Manual and Marcom appointment-scheduling system. Corporate Partnership must be confirmed by 16 August to guarantee entry in the printed IALC Directory of Language Schools.

The date and position of online advertising is subject to IALC's additional terms and conditions of advertising.

Premium exhibition stand location, if applicable, is subject to availability at the time of booking and IALC's additional terms and conditions of Workshop will apply.

A deposit of 25% of the value of the package is payable on signing the contract. The balance is payable in 3 further 25% instalments at 3 months, 6 months and 9 months respectively unless otherwise agreed in the Corporate partnership agreement. Additional promotion may be purchased at any time and will be billed separately.

An IALC Corporate Partner may use the "IALC Corporate Partner" logo on documents and promotional material, but it must not be used in any way which may be reasonably construed as endorsement of its product or service by IALC. Use of the "IALC Corporate Partner" logo is restricted to the Corporate Partner alone and may not under any circumstances be used to promote services advertised in conjunction with any partner, contractor or other third party.

The terms & conditions for Corporate Partnership, including the minimum expenditure required, are subject to annual review by IALC.

IALC reserves the right to refuse to enter into any Corporate Partnership without giving a reason.

Workshop Exhibitor: additional terms and conditions

Confirmation of participation: Participation in the 2017 IALC Workshop will be confirmed by the IALC Secretariat and is binding on issuance of confirmation email and invoice. IALC reserves the right to refuse participation without giving a reason.

Layout & allocation of stands: IALC reserves the right to determine the overall layout of the Workshop and exhibition space generally and the allocation of space to applicants. Participants are required to keep their goods and services within the boundary of their stand area at all times.

Manual listing & eSchedule PRO profile: The information provided by participants will form their Workshop Manual entry and eSchedule PRO profile. Participants are responsible for notifying IALC of any errors or omissions in any data and no liability shall attach to IALC in respect of undisclosed errors or omissions. The IALC 2017 Workshop Manual will be provided to each registered participant at the event.

Attendees list: The details of participants, accessed via the IALC registration website and the eSchedule PRO, are for one-time use in connection with the 2017 IALC Workshop and may not be passed on to a third party.

Materials: Artwork specifications will be supplied on booking. Images must be provided in eps, psd or high resolution jpg format and must reach the IALC Secretariat (workshop@ialc.org) by Thursday 9 February 2017.

Bag inserts must be delivered to Boston by Friday 10 March 2017. The maximum size is A4 and there is a limit of one item per company per bag. Full delivery details will be provided. Pull-up banners must be delivered to Boston by Friday 17 March 2017 or be delivered to site by the advertiser.

Payment terms: All fees are payable in EUR (€) as indicated on the registration form and invoice, by credit card or bank transfer. Payment is due within 30 days upon receipt of invoice. IALC reserves the right to withdraw its acceptance of a booking in the event that the participation fee has not been received in full by Thursday 9 February 2017.

Cancellation Policy: Participation in the event is binding on issuance of confirmation letter and invoice, at which stage the terms and conditions will apply. Applicants cancelling their booking before 31 December 2016 will be charged 50% of the full amount of the invoice. For cancellations made on or after 31 December 2016, the full amount is payable. All cancellations or alterations to bookings must be notified to IALC in writing.

Opening and maintenance of stands: Participants must ensure that their stand is open for business and appropriately staffed during all the opening hours of the Workshop. If the participant repeatedly fails to comply, IALC reserves the right to terminate this agreement without liability and ask the participant to leave, and all Charges paid will be forfeited. At the end of the Workshop or upon termination of the Contract, if earlier, the participant must quit the stand, removing all items including all rubbish, and in doing so, leave it in a clean and tidy condition. Participants will be liable for any damage to the stands.

Conduct: Participants should not do anything while attending the Workshop to bring the Workshop or IALC into disrepute. All internal signage must be of a smart appearance and in keeping with a high quality Workshop. The participant warrants not to do any act, or bring into or use in any part of the venue anything, which may in IALC's absolute discretion be a nuisance to IALC or to anyone at or visiting the venue. The participant further warrants not do or permit anyone to do anything that: (i) damages the reputation of IALC and/or any party associated with the Workshop; or (ii) places at risk any staff, employees or visitors of the venue.

Liability & Insurance: All participants must obtain adequate insurance cover against personal liability, fire, and theft. IALC will not be held liable for any loss of or damage to exhibits or equipment as for instance through fire or theft, regardless of whether this damage is sustained prior to, during, or after the event. Health & Safety: Participants must comply with all applicable laws and regulations including without limitation all health and safety legislation. The participant must also notify IALC as soon as it becomes aware of any health and safety hazards or issues arising in relation to the Workshop. Participants must obey all safety announcements and comply with any reasonable request from IALC or their staff or nominated agents. All electrical appliances must be safe, in good repair and fit for purpose. IALC reserves the right to inspect and remove any electrical items they consider unsafe.

Compliance: IALC reserves the right to object to anything in any way associated with the participant, the products or services which are not deemed appropriate and the participant accepts that they must rectify any such objection to the satisfaction of IALC for the benefit of the Workshop. The participant shall also cooperate with such persons or entities as IALC shall request and promptly comply with IALC's reasonable instructions and directions in all matters relating to these terms and conditions and the Workshop and to comply with any additional directions and rules as advised to the participant from time to time.

Intellectual Property: IALC is hereby granted the right to use (or to permit others to use) in any medium the participant's name or logo and any materials provided by the participant to IALC for promotional purposes in any marketing or sponsorship materials in connection with the Workshop. The participant warrants that none of its materials so provided nor the use of its name or logo will infringe any third party rights. The participant warrants that it will:

- not use the venue or any part of it or the stand other than for the purposes specified in these terms and conditions;
- obtain and maintain at all relevant times all insurance, registrations, permits or approvals necessary and/or advisable in relation to its activities under these terms and conditions; and
- comply with all other obligations contained in these terms and conditions.

Workshop advertising & sponsorship: additional terms and conditions

Confirmation of booking: sponsorship or advertising at the 2017 IALC Workshop will be confirmed by the IALC Secretariat and is binding on issuance of confirmation email and invoice. IALC reserves the right to refuse a booking without giving a reason.

Artwork and/or copy ("Material") is to be produced by the advertiser in accordance with IALC guidelines and sent to workshop@ialc.org by the specified deadline. After the deadline, amendments may only be made at IALC's sole discretion, and the advertiser shall be responsible for any costs incurred as a result of making any such amendment.

Bag inserts must be delivered to Boston by Friday 10 March 2017. The maximum size is A4 and there is a limit of one item per company per bag. Pull-up banners must be delivered to Boston by Friday 17 March 2017 or be brought to site by the advertiser.

Payment terms: All fees are payable in EUR (€) as indicated on the registration form and invoice, by credit card or bank transfer. Payment is due within 30 days upon receipt of invoice. IALC reserves the right to withdraw its acceptance of a booking in the event that the participation fee has not been received in full by Thursday 9 February 2017.

Cancellation Policy: Participation in the event is binding on issuance of confirmation letter and invoice, at which stage these terms and conditions will apply. Applicants cancelling their booking before 31 December 2016 will be charged 50% of the full amount of the invoice. For cancellations made on or after 31 December 2016, the full amount is payable. All cancellations or alterations to bookings must be notified to IALC in writing.

Intellectual Property: IALC is hereby granted the right to use (or to permit others to use) in any medium the participant's name or logo and any materials provided by the participant to IALC for promotional purposes in any marketing or sponsorship materials in connection with the Workshop. The participant warrants that none of its materials so provided nor the use of its name or logo will infringe any third party rights.

The advertiser warrants that:

- the Material and advertisement are legal, decent, honest and truthful, do not include unlawful or defamatory content, and comply with all relevant advertising standards, guidelines and regulations;
- the advertisement fully complies with IALC's guidelines and does not compete directly with IALC's products or services;
- the reproduction and/or publication of the Material and/or advertisement as originally submitted will not breach any contract or infringe any copyright, trade mark or other personal or proprietary right of any person, or cause IALC to be liable to any claim or proceedings whatsoever;

IALC reserves the right to reject, cancel or require amendments to Material. Where the advertiser fails to provide acceptable Material or to amend it as required, IALC reserves the right to amend the Material itself or simply to insert the advertiser's name and address.

The advertiser hereby grants to IALC a worldwide licence to reproduce, edit, display, publish and copy the advertisement.

It is the advertiser's responsibility to check the published version of the advertisement and promptly to notify IALC in writing of any error or omission. IALC shall have no liability for any repetition of any such defect or omission where the advertiser has failed so to notify it.

