

QS Event or Conference Host Terms

Description

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QS EVENT OR CONFERENCE HOST TERMS AND CONDITIONS

1. Interpretation

The definitions in this clause apply in these QS Event or Conference Host Terms. Other defined terms shall have the meaning ascribed to them in the General Agreement between QS and the Customer and in the QS General Terms and Conditions.

Delegate Data: Means information relating to individuals who registered to attend an event at which the Customer is the host.

Event: any conference, summit or other event organised by QS which the Customer is hosting.

Proposal: the bespoke proposal presented to the Customer by QS that specifies the dates, expected candidate numbers and any other specific requirements of the Event.

Relevant Legislation: all applicable laws (including primary and subordinate legislation and the rules of statutorily recognised regulatory authorities) currently in force and applicable to the Event or to the processing of Delegate Data.

Venue: the venue where the Event shall take place (if any).

2. Design of Event

Customer agrees and understands that the overall design and schedule of the program for the Event will be determined by QS and the program committee. This committee is made up of members invited by QS from a number of different higher education institutions.

3. Obligations of QS

3.1 QS will provide the Event's worldwide marketing activities through QS's various marketing channels.

3.2 QS has the responsibility for pre-and-post event logistics planning (with reasonable input from Customer).

3.3 QS has responsibility for organising: the speaking program (including plenary and/or parallel

sessions); registration of delegates; master of ceremonies for sessions; and official receptions.

3.4 QS shall have the sole right to approve or to reject services or vendors for the Event.

4. Obligations And Financial Responsibilities Of Customer

Customer will bear all reasonable costs of hosting the Event, as set out in the Proposal, or where not specified in the Proposal, as follows:

4.1 for Events taking place in the physical environment, providing:

- (a) venue space that is suitable to conduct the Event;
- (b) audio-visual equipment and services, technical equipment, colour printer and stationery;
- (c) ancillary staff;
- (d) high-speed internet connection;
- (e) Event setup including backdrop, signages and banners;
- (f) Event security;
- (g) general cleaning during and after Event sessions;
- (h) electrical or other energy consumption charges;
- (i) catering to an international standard and, at a minimum, in accordance with the QS Event Travel, Hospitality and Accommodation Requirements;
- (j) welcome reception and dinner at a suitable venue;
- (k) VIP dinner where applicable ;
- (l) leisure activities (if applicable);
- (m) two-way transportation of delegates in luxury coach or vehicles from their respective hotels to the Event venue;
- (n) airport transfers for the QS working team during the Event period;
- (o) travel, accommodation and hospitality for QS representatives prior to and during the Event dates. Such travel and accommodation to be, at a minimum, in accordance with the QS Event Travel, Hospitality and Accommodation Requirements;
- (p) Assistance to international participants to obtain visitor/ business visas by preparing or sending individual invitation letter or contacting the embassy if appropriate;

(q) adequate Customer staff or student helpers to support QS logistics manager and team with ancillary tasks.

4.2 for Events taking place in the virtual environment, providing:

- (a) payment for costs incurred in designing the external view of the virtual platform
- (b) payment for costs incurred in any special requirements to change any parts of the internal view of the virtual platform (only where this has been given prior approval by QS)

4.3 for all Events, providing:

- (a) Representation in the program committee (with QS' prior written approval);
- (b) Invitations to local and international speakers (as agreed by QS and the program committee);
- (c) payment of all associated honoraria and per diem or reimbursement for all speakers agreed with QS (as per Customer's relevant policy and guidelines where applicable);
- (d) a promotional campaign targeted at its own network of local and international partners and own faculty and administrators;

5. Delegate Fee Revenue

Revenue earned from standard delegate ticket sales shall be retained solely by QS with no payment or commission to Customer.

6. Sponsorship and use of Logo

6.1 All Intellectual Property Rights in the Customer's name, logo and other distinctive marks remain with the Customer and nothing within the Agreement shall transfer any right title or interest in such rights. Customer grants to QS a non-exclusive, royalty free, perpetual, worldwide right to use the Customer's name, logo and other distinctive marks in order to deliver the Event.

6.2 QS shall determine the location, spacing and sizing of the Customer's name, logo and or details (as appropriate) on any Event materials as it deems fit.

7. Events Affected by Covid

7.1 If, in the sole opinion of QS, acting reasonably, the venue chosen for an Event is or is likely to be negatively impacted by either Covid or the Covid related rules and guidelines in place within the territory where the Event is scheduled to take place then QS reserves the right at any time to:

- (a) change the format of an Event from a physical event to a virtual online event. The Services will automatically transfer to the corresponding virtual event.
- (b) change the date of the Event. The Services will automatically transfer to the new date

7.2 Both Parties agree to follow all relevant rules, measures and guidelines relating to Covid

prevention, both generally in the territory where the Event is taking place and specifically in the Venue where the Event is taking place.

8. Press/Publicity

8.1 Photographs, film footage, video and radio recordings may be taken during the Event. These photographs, films, videos and radio recordings may be used by the QS for marketing and promotional purposes. The Customer procures that it will notify its representatives and personnel attending the Event of this fact. Should the Customer's personnel and representatives not wish to be a part of any promotional activity, the Customer must advise the QS event manager of this fact upon arrival at each Event.

8.2 Intellectual Property Rights in all press and publicity material is retained by the QS..

9. Virtual Events

The Customer shall be, to the extent permitted by law, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to any QS virtual event. Any and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet shall be the sole responsibility of the Customer and QS shall have no responsibility or liability in this regard.

10. Delegate Data

10.1 Where the Customer requires access to Delegate Data in order to meet a legal requirement or obligation, QS may share Delegate Data to the Customer. Delegate Data is likely to contain personal data which QS shall make available to the Customer in accordance with Relevant Legislation concerning data privacy. On receipt of such Delegate Data the Customer will be acting as a data controller in relation to that Delegate Data.

10.2 In relation to the Customer's use of the Delegate Data the Customer agrees:

(a) that all Delegate Data provided to the Customer by QS must only be used meet the appropriate legal requirements or obligations for which the Delegate Data was requested ("Legal Purpose"). Use of the Delegate Data for any other purpose shall be a material breach of these Terms.

(b) to comply with all Relevant Legislation concerning personal data.

(c) If required by QS, it will complete all details for and enter into an international data transfer agreement or an data sharing agreement incorporating the EU standard contractual clauses or complete any other applicable measures for safeguarding as currently in force for the transfer of personal data from the UK or European Union to controllers established in third countries that do not ensure an adequate level of protection (controller-to-controller transfers).

(d) not to share the Delegate Data with any third parties. The Customer shall only make copies of the Delegate Data to the extent necessary for fulfilling the Legal Purpose and not handle the Delegate Data in such a way as to pose a risk to the rights and freedoms of the data subjects.

(e) to have in place appropriate technical and organisational security measures so that the Delegate Data is protected against unauthorised or unlawful processing and against accidental loss, destruction or damage. This includes taking reasonable steps to ensure the reliability of its employees that have access to the Delegate Data.

(f) If a security breach in relation to Delegate Data occurs (meaning there is any unauthorised or unlawful processing, or any unauthorised or accidental loss of, damage to, alteration of, destruction of, or disclosure of any Delegate Data), Customer shall:

(i) immediately notify QS of the security breach;

(ii) co-operate fully with QS in dealing with the breach;

(iii) implement and comply with all reasonable steps and actions required to minimise or stop the breach and/or to prevent a similar breach occurring;

(iv) not respond to any third parties or their advisors in relation to the breach until QS and the Customer have jointly determined a communication and response strategy

10.3 Customers are not permitted to directly collect Delegate Data or to obtain Delegate Data from any sources other than from QS in accordance with these Terms.

10.4 Customer shall fully indemnify and hold harmless QS in relation to any loss or damage caused to QS or to any third party as a result of any breach by the Customer of this clause 10.

11. Conflict Of Interest And Non-Compete

11.1 Customer shall not, under any circumstances, organise, co-host or in any way affiliate itself with similar higher education event that is in direct competition with Event for six (6) months prior to the Event start date and for six (6) months after the Event end date. What constitutes a direct competition creating a conflict of interest shall be solely determined by QS (acting reasonably).

11.2 In an event that Customer breaches clause 11.1, Customer shall pay by way of liquidated damages an amount equal to one hundred percent (100%) of the Fee.

11.3 The Parties agree and acknowledge that the liquidated damages specified in clause 11.2 above do not operate as a penalty but are a true reflection of the estimated loss suffered by QS as a consequence of breach of clause 11.1.

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