

## QS Events Terms

### Description

Last updated: 29th April 2025

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## QS Events Terms

### 1. Interpretation

The definitions in this clause apply in these QS Events 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.

**Candidate Data:** information relating to individuals who registered to attend an event at which the Customer is an exhibitor.

**Credit Note:** any credit note or credit memo is issued by QS in relation to an Event

**Event:** any event organised by QS which the Customer is scheduled to attend and as detailed in the Order.

**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 Candidate Data.

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

### 2. Promotion

2.1 The Customer agrees to promote its presence at all Events it attends. This can include listing the Events on events calendars (both school websites and third party sites), newsletter announcements, dedicated email to local lead databases and significant inclusion on social media campaigns.

### 3. Charges and Payment

3.1 Any early bird booking discount is applicable for any booking received prior to the early bird deadline and only if payment is received within 30 days of the invoice date

3.2 If the payment is not received by QS as per the payment terms, then, in addition to any other rights and remedies available to QS, the Customer may be refused participation at the Event.

#### **4. Allocation of Space**

4.1 QS shall allocate the space at the Event to the Customer as it deems fit. QS reserves the right to change the space allocated to Customers at any time prior to the commencement of the Event should circumstances demand, and to alter the space, to transfer or close entrances and exits to the Event facilities and to undertake other alterations as may be necessary.

#### **5. User of Exhibition Space**

5.1 Customers are only entitled to exhibit the products/services detailed in the Order or otherwise agreed by the Parties.

5.2 Customers are not allowed to sub-let or assign their stands to third parties, either wholly or in part, without the prior written consent of QS.

5.3 Customer may not permit representatives of organisation who are not exhibiting at the Event to promote or conduct business at the Customer's stand or space.

#### **6. Cancellation and/or reduction**

6.1 Spring/Summer Events: Cancellation by the Customer within 30 days of booking and before 1st January will require 50% of total Fees to be paid. Cancellation by the Customer on or after 1st January will require 100% of total Fees to be paid. Fall Events: Cancellation by the Customer within 30 days of booking and before 1<sup>st</sup> July will require 50% of total Fees to be paid. Cancellation by the Customer on or after 1st July will require 100% of total Fees to be paid.

6.2 In the event of cancellation by the Customer, the Customer shall be liable for all sums which have already fallen due for payment, this will include the non-refundable deposit.

#### **7. Fire Risks and Safety**

7.1. Customers will adhere to all fire and safety regulations which affect the Event. Aisles and fire exits must be kept clear of exhibits. All materials used for the interiors of stands must be thoroughly fire-proofed to the satisfaction of the Venue's fire advisor and failure to do so may result in the removal of all offending fittings. Plastics should not be used in the construction of stands without special permission of QS.

7.2 The Customer shall, and shall procure that their staff, contractors or workers, on discovering an outbreak of fire, however slight, follow the Venue's fire procedures.

7.3 Customer will notify QS if it, proposes to bring into the Venue any substance or article which is potentially hazardous, and will ensure that any requirements which QS or the Venue may impose in relation to dealing with that substance or article are complied with. In this clause, "hazardous" means, any substance or article that in the opinion of QS may create a risk of fire, explosion or the release of noxious gases, or which may soil or cause damage to the Venue or its contents, or which may cause any risk to the health or safety of occupants of the Venue.

## **8. Changes in venue and/or duration of Events**

8.1 QS reserves the right to change the venue, delivery method (ie from a physical event to a virtual online event) and duration of the Event.

8.2 In the event of a change of venue, delivery method and/or duration, the Customer will be informed by QS of the change at least 5 working days prior to the Event date. The Customer's booking will automatically transfer to the replacement corresponding event or virtual event. If there is a price difference between the original event and any replacement event then the Customer will be given a Credit Note to the value of the price difference.

## **9. Press/Publicity**

9.1 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.

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

## **10. Removal of Exhibits**

10.1 All exhibits must remain fully intact until the Event has officially ended. Exhibits must be removed from the Event by the time specified in the Customer's service manual or by such time as may be indicated by a representative of QS. If Customer fails to remove an exhibit in the allotted time, QS reserves the right, at Customer's expense, to remove and ship the exhibit using a carrier of QS's choosing or to place the exhibit in a storage warehouse, each without any liability to QS.

## **11. Security**

11.1 General security will be provided by the Venue during the period of installation of exhibits, during the Event and during dismantling and removal of exhibits, but neither the Venue nor QS will be responsible for any loss or damage to Customers' equipment/material or personal property belonging to any representative of the Customer. Customer agrees that the provision of such general security by the Venue constitutes adequate discharge any obligations of QS to supervise and protect Customer's property in connection with an Event. Customer may furnish additional security at its own expense through the official security provider.

## **12. Credit Notes**

12.1 A Credit Note must be redeemed against or towards booking events hosted by QS or purchase of other QS products.

12.2 A Credit Note must be redeemed within 3 months from its date of issue. The service, event or product that a Credit Note is redeemed against must commence within 6 months of the date of issue of the Credit Note.

12.3 Any Credit Note which is not redeemed within the timescale specified at 12.2 above shall expire and the value shall be forfeited. No extension, refund or other compensation will be given by QS in relation to any Credit Note.

### **13. Virtual Events**

13.1 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.

### **14. Candidate Data**

14.1 QS may make available Candidate Data to the Customer. Candidate Data is likely to contain personal data which QS shall make available to the Customer in accordance with Relevant Legislation concerning data protection. On receipt of such Candidate Data the Customer will be acting as a data controller in relation to that Candidate Data.

14.2 In relation to the Customer's use of the Candidate Data the Customer agrees:

(a) that all Candidate Data provided to the Customer by QS must only be used to promote the Customer's programs, scholarships and other legitimate activities ("Business Purpose"). Use of the Candidate 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 a 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 Candidate Data with any third parties. The Customer shall only make copies of the Candidate Data to the extent necessary for fulfilling the Business Purpose and not handle the Candidate 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 Candidate 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 Candidate Data.

(f) If a security breach in relation to Candidate 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 Candidate 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

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

14.4 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 14.

## **15. Events Effected by a Public Health Crisis**

15.1 If, in the sole opinion of QS, acting reasonably, the venue chosen for an Event is or is likely to be negatively impacted by a public health crisis or rules and guidelines in place to control such a public health crisis 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 Customer's booking will automatically transfer to the corresponding virtual event. If there is a price difference between the physical and the virtual event then the customer will be given credit to the value of the price difference.
- (b) change the date of the Event. The Customer's booking will automatically transfer to the new date. No refund or credit will be paid by QS.

15.2 If the Customer is unable to attend any Event for a health related reason then the cancellation rules specified at clause 6 (cancellation and reduction) of these terms and conditions shall apply.

15.3 Both Parties agree to follow all relevant rules, measures and guidelines relating to public health, both generally in the territory where the Event is taking place and specifically in the Venue where the Event is taking place.

## **16. Compliance with QS Terms**

16.1 QS reserves the right to refuse to allow the Customer access to future QS events should the Customer act in breach of any contractual Terms.

## **17. Matched Connections Terms**

17.1 For the purpose of this Clause 17 only, the following definitions shall apply:

(a) **Matched Connections** means a product offered by QS whereby the Customer is provided access to Lead Bundles formed of Candidate Data for Matched Candidates in accordance with this clause.

(b) **Lead Bundle** means a group of up to one hundred (100) Matched Candidates made available to the Customer.

(c) **Matched Candidate** means a candidate from the QS database who has registered interest in higher education but has not attended an Event.

(d) **Dashboard Access Period** refers to the six (6) month period following delivery of a Lead Bundle, during which the Customer must log in to the Matched Connections dashboard, assign each Lead Bundle to selected Events, and download the associated Candidate Data.

17.2 The Matched Connections product enables the Customer to review up to 10 physical Events conducted by QS and to receive one or more Lead Bundles containing up to 100 Matched Candidates per bundle.

17.3 The Matched Candidates are identified by QS based on their expressed interest in the Customer's institution or programme areas, and/or their non-attendance at physical Events.

17.4 The Customer will be granted access to QS's online dashboard for the Dashboard Access Period. During the Dashboard Access Period, the Customer must assign Lead Bundles to selected Events and download the relevant Candidate Data.

17.5 Lead Bundles are non-transferable and must not be held for use in future academic cycles. Any unallocated data beyond the Dashboard Access Period shall be considered expired and must not be used.

17.6 All provisions under Clause 14 (Candidate Data) apply equally to Matched Connections, and the Customer shall remain fully responsible as data controller under applicable data protection laws.

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