

## Terms and Conditions

– HISTORICAL - Ended 22.04.2015

### 1. Definitions

- 1.1 **The Authorities** include the Commonwealth of Australia, State Governments, statutory and local authorities and the lessor and/or operator of the Exhibition Venue.
- 1.2 **The Contract** is the contract referred to in clause 2.3
- 1.3 **The Contract Fee** means the Total Cost of the Space detailed in the Space Application inclusive of GST.
- 1.4 **The Deposit** is the portion of the Contract Fee described in the Space Application as the Deposit.
- 1.5 **Force Majeure** means an act of God, war, revolution or any other unlawful act against public order or authority, an industrial dispute including strike or other labour disturbances; a governmental restraint including a declaration or emergency; natural disaster including earthquake, fire or flood and any other event which is not within the Organiser's control.
- 1.6 **The Insurance Fee** is the fee for public risk/product liability insurance taken out by the Organiser, as described in the Space Application.
- 1.7 **The Withdrawal Fee** is the fee described in clause 15.
- 1.8 **The Exhibition** is the exhibition described in the Space Application.
- 1.9 **The Exhibition Venue** is the place where the Exhibition will be held, as described in the Space Application.
- 1.10 **The Exhibitor** is the Applicant whose details are set out in the Space Application and where not inconsistent with the context, a reference to the Exhibitor includes all of its officers, employees, agents or contractors.
- 1.11 **The Exhibitor Manual** means the manual relating to the Exhibition supplied by the Organiser to the Exhibitor with this Contract or which will, in any event, be made available to the Exhibitor either in hard copy or on-line at least 3 months before the Exhibition and includes all amendments to or revisions of that manual made by the Organiser from time to time during the term of this Contract.
- 1.12 **The Move-in** is the time specified by the Organiser for the Exhibitor to set up displays prior to the opening of the Exhibition.
- 1.13 **The Move-out** is the time specified by the Organiser for the Exhibitor to dismantle and remove displays following the conclusion of the Exhibition.
- 1.14 **The Organiser** is Diversified Exhibitions Australia Pty Ltd trading as Diversified Communications Australia.
- 1.15 **The Rules & Regulations** means the rules and regulations contained within the Exhibitor Manual.
- 1.16 **The Space** means the Space within the Exhibition Venue described in the Space Application under "Stand Details."

1.17 **The Space Application** means the form on the reverse side of these terms and conditions.

### 2. Application for Space

- 2.1 An application for space in the Exhibition shall be made by completing the Space Application and returning it to the Organiser. The Organiser reserves the right to accept or reject the application. The Organiser and Exhibitor expressly agree and acknowledge that the Space Application may be prepared, signed and exchanged electronically.
- 2.2 The Organiser may accept an application for space by either:
- signing a copy of the completed Space Application and returning it to the Exhibitor; or
  - notifying the Exhibitor in writing (including by email) that the application has been accepted.
- 2.3 When accepted by the Organiser, the Space Application becomes a binding contract between the Applicant as Exhibitor and the Organiser. The Exhibitor agrees to exhibit and to be bound by these terms and conditions and the Rules & Regulations, and any rules and regulations imposed by the Authorities.

### 3. Space allocation

- 3.1 The Organiser grants to the Exhibitor a licence to use the Space to participate in the Exhibition. The grant of the licence does not constitute the grant of a right of tenancy. The Organiser reserves the right to alter the floor plan and configuration of any stand and shall only make an adjustment to the Contract Fee if the overall size of the Space is reduced.
- 3.2 An Exhibitor wishing to reduce its space must make a request in writing (**Reduction Request**) to the Organiser detailing the reason for the request and the size of the change (**Space Reduction**). The Organiser may grant or withhold approval to the Reduction Request in its absolute discretion. If the Reduction Request is approved and was received by the Organiser:
- 60 days or more prior to the commencement of the Exhibition and it is approved, the Organiser may, in its absolute discretion, reduce the Contract Fee by 70% of that part of the Contract Fee that relates to the Space reduced; or
  - less than 60 days prior to the commencement of the Exhibition and it is approved, the full Contract Fee is payable, unless otherwise reduced by the Organiser, in its absolute discretion.
- 3.3 If the Reduction Request is not approved by the Organiser or no Reduction Request is sought by the Exhibitor, the full contract Fee shall be payable by the Exhibitor in accordance with clause 8.
- 3.4 An Exhibitor wishing to change from a shell scheme stand to space only site must make a request in writing to the Organiser. If approval is granted then the Exhibitor must enter into a new contract with the Organiser. If the change is made more than 30 days before the Exhibition, the Organiser will refund the difference in the Contract Fee between the shell scheme stand and the space only site.

### 4. Exhibits

All exhibits must be directly related to the Exhibition profile and all products shown on the Exhibitor's stand must be those that the Exhibitor or related companies nominated at the time of applying for the Space and detailed in the Space Application. Each Exhibitor must keep its Space adequately stocked and staffed for the duration of the Exhibition. The Exhibitor shall be liable to the Organiser for any loss or damage to the Exhibitor or the Organiser's reputation or image as a result of the failure to comply with this clause.

### 5. Retail sales

Retail sales are only permitted if the Exhibition is open to the general public or at the Organiser's discretion.

### 6. Conduct and Canvassing

- 6.1 Exhibitors must at all times act responsibly and must not, by their actions, cause a nuisance to other Exhibitors or act in a manner that could damage the reputation of the Exhibition or the Organiser or adversely impact the running of the Exhibition.
- 6.2 Exhibitors must not canvass or distribute promotional material other than from their own stand.

### 7. Subletting

Exhibitors may not sub-license their Space or assign rights or obligations without the prior written permission of the Organiser (which may be withheld in its absolute discretion).

### 8. Compliance with regulations

- 8.1 The Exhibitor must comply with all fire, safety, health and other laws, rules and regulations imposed by the Authorities and/or the Organiser (including the Rules & Regulations and the Organiser's Occupational Health & Safety policy). All rules, regulations and policies are available upon request from the Organiser. Go to [www.divcom.net.au](http://www.divcom.net.au) for the OH&S policy.
- 8.2 Where an Exhibitor participates in the Exhibition as part of a group stand it is the Exhibitor's responsibility to procure that any party with which it participates complies with the rules and regulations described in clause 8.1 and with the terms and conditions of this Contract.
- 8.3 Upon any breach of this clause 8, the Organiser may remove or alter all or any part of the Space or of the Exhibition in order to rectify the failure to comply, in which case the Organiser will not be liable for any loss or damage whatsoever sustained as a result.

### 9. Stand limits

No part of the stand or any display may extend or project beyond the allotted dimensions of the Space. Stands must not exceed a maximum height of 2.5 metres without the permission of the Organiser. No items may project into the aisles.

### 10. Shell Scheme Stands

Shell scheme stands will be provided with walls, carpet, lighting and a fascia panel (which may not be altered, removed or covered in any way) with the Exhibitor's names and stand number.

### 11. Space Only Sites

Exhibitors booking space only sites are responsible for the construction of their exhibition stand including flooring and walls and must not use, including for display, the walls of adjoining stands or the perimeter walls of the Exhibition Venue.

### 12. Insurance

- 12.1 Payment for Insurance is due concurrently with the stand deposit payment, if applicable. For stands where the full cost is payable, payment for Insurance is due concurrently with the full stand payment. The Exhibitor may choose to hold its own public risk/product liability insurance covering liabilities up to \$10 million for the period from the beginning of the Move-in to the last day of Move-out. If the Exhibitor, at least 21 days before the Exhibition, provides the Organiser with the certificate of insurance confirming that the

policy have been effected, the Organiser will refund the Insurance Fee to the Exhibitor.

12.2 The Exhibitor must also hold general property and employer's liability insurance policies to the satisfaction of the Organiser for the period from the beginning of the Move-in to the last day of Move-out. Such insurance cover must insure the Organiser against any loss as a result of any action or claim arising out of any act or default by the Exhibitor. If requested by the Organiser, the Exhibitor must provide the Organiser with the certificates of insurance confirming that the policies have been effected.

### 13 Terms of payment

13.1 The Organiser will issue a tax invoice to the Exhibitor for the Deposit which shall be payable by the Exhibitor to the Organiser by the date specified in the Space Application.

13.2 The Organiser will issue a tax invoice to the Exhibitor for the balance of the Contract Fee which shall be payable by the Exhibitor to the Organiser by the Due Date specified in the Space Application. Where an application for space is received after the Due Date, the total Contract Fee is due and payable immediately.

13.3 If the Exhibitor pays by credit card then surcharges may apply in accordance with the schedule published on the Organiser's website from time to time.

13.4 Administrative fees may be payable in relation to processing refunds, late payments and payment arrangements in accordance with the schedule published on the Organiser's website from time to time.

13.5 The Exhibitor is responsible for settling all accounts for expenses incurred by it, its agents, employees or contractors in connection with the Exhibition and must discharge such liabilities immediately upon request by the Organiser.

13.6 Interest on overdue amounts may be charged at a rate of 1.50 % per calendar month or part thereof and the Exhibitor shall be liable for, and expressly undertakes to pay, all such interest.

13.7 In the event of any default in payment, the Exhibitor shall be liable on an indemnity basis for any and all legal and/or debt collection expenses incurred by the Organiser in obtaining, or attempting to obtain, payment for any amount due by the Exhibitor.

### 14. Termination by Organiser

14.1 The Exhibitor acknowledges and agrees that clauses 4 - 13 are essential terms of this Contract and if the Exhibitor is in breach of any of them, the Organiser may terminate this Contract immediately if the Exhibition or the Move-in has already commenced; or by giving 3 business days' written notice if prior to the Move-in.

14.2 If this Contract is terminated due to non-payment of any amount owing to the Organiser, the Organiser may re-let the Space to another applicant and recover damages in the form of the Withdrawal Fee as detailed in clause 15.

14.3 The Organiser may terminate this Contract immediately if the Exhibitor brings the Organiser or the Exhibition into disrepute or into adverse publicity or notoriety that affects the Organiser or Exhibition in a negative manner (including but not limited to, Insolvency of the Exhibitor).

14.4 If the Organiser suffers an event of Force Majeure, the Organiser may terminate this Contract immediately upon giving written notice (including by email) detailing the Force Majeure event.

14.5 The Organiser may terminate this Contract without cause prior to the commencement of the Exhibition upon giving one month's notice to the Exhibitor.

### 15. Withdrawal by Exhibitor

15.1 If the Exhibitor withdraws from the Exhibition it will forfeit the Deposit.

15.2 An Exhibitor who withdraws from the Exhibition for any reason whatsoever will be liable for the Withdrawal Fee which shall be calculated as follows, where column A is the number of days between the date on which notification of withdrawal is given and the date of commencement of the Exhibition, and column B is the percentage of the Contract Fee which will comprise the Withdrawal Fee:

A	B
More than 240	25%
Between 240 and 150	60%
Between 150 and 120	80%
Less than 120	100%

15.3 The Exhibitor acknowledges that the Withdrawal Fee is a reasonable pre-estimate of the typical loss which would be incurred by the Organiser arising from the Exhibitor's withdrawal from the Exhibition.

15.4 Notification of withdrawal must be made in writing (including by email) to the Organiser. Verbal notification of withdrawal shall not be effective under any circumstances.

15.5 The Organiser may, at its absolute discretion, deem an Exhibitor to have given notification of Withdrawal if:

- (a) the Exhibitor indicates to the Organiser that it may not participate in the Exhibition; and/or
- (b) the Organiser requests the Exhibitor to confirm its participation in accordance with this Contract in writing (including by email) and the Exhibitor fails to provide such confirmation within 3 business days of the request.

15.6 The Withdrawal Fee must be paid to the Organiser irrespective of whether the Organiser incurs a loss as a result of the withdrawal.

### 16. Exclusion of liability

16.1 To the extent permitted by law, the Organiser gives no warranty and makes no representation:

- (a) That the Exhibition will attract any or any minimum number of visitors or will achieve any or any particular outcome for the Exhibitor; or
- (b) as to the completeness or accuracy of all the information provided by the Organiser.

16.2 The Organiser is not liable to the Exhibitor for any loss arising out of:

- (a) any restrictions or conditions regarding the construction, erection, completion, alteration or dismantling of any stands imposed by the Authorities; or
- (b) the location, entry point or sighting of the Space or the prominence of neighbouring or any other exhibitors' space; or
- (c) the failure of any services normally provided at the Exhibition Venue; or;

- (d) the amendment or alteration to all or any part of the Exhibition Manual; or
- (e) changes imposed by any of the Authorities; or
- (f) an event of Force Majeure.

16.3 In no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of loss or damage to the Exhibitor, direct or consequential arising from the prevention, cancellation, postponement, abandonment or part-time opening or relocation of the Exhibition either wholly or in part if for any reason beyond the Organiser's control or Force Majeure or if the Exhibition facility becomes wholly or partially unavailable or inappropriate (in the Organiser's opinion) for the holding of the Exhibition (**Change Event**).

16.4 In the event of a Change Event, the Organiser shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organiser considers reasonable if the Exhibition is able to be held (with whatever changes are required as a result of the Change Event).

16.5 If, in the opinion of the Organiser, by rearrangement or postponement of the period of the Exhibition, or by substitution of another hall or building or in any other reasonable manner the Exhibition can be carried on, the Organiser shall give notice in writing to the Exhibitor advising of the Change Event (**Change Event Notice**) and subject to clause 16.6, this Contract shall be binding upon the parties, except as to the size and position of the Space, which the Organiser may modify as it deems necessary under the circumstance.

16.6 If the Exhibitor does not agree to exhibit pursuant to the Change Event Notice, the Exhibitor may terminate this Contract by notice in writing within 5 business days of the date of Change Event Notice (**Termination Notice**) and the Contract Fee paid by the Exhibitor shall be refunded by the Organiser to the Exhibitor within 14 days of receipt of the Termination Notice.

16.7 If the Exhibition is cancelled by the Organiser as a result of the Change Event, the Organiser will refund the Contract Fee for the period the Space is unavailable.

16.8 The Organiser assumes no risk and the Exhibitor releases the Organiser from liability for loss or damage to person or goods. The Exhibitor indemnifies the Organiser against any claim in respect of the Space for the Exhibitor's exhibits.

16.9 Without limiting the preceding clause 16.8, in no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of loss or damage to the Exhibitor's property occasioned by theft, fire, accidental loss or damage other insurable event or otherwise.

16.10 To the extent permitted by law, the liability of the Organiser to the Exhibitor for all claims relating to the Exhibition or this Contract (including in relation to a termination pursuant to clause 14), in contract, tort or otherwise, shall not exceed the amount of the Contract Fee actually paid to the Organiser by the Exhibitor in connection with the Space Application. In no event shall the Organiser be liable to the Exhibitor for any consequential, indirect, special or incidental damages.

### 17. GST

Except where express provision is made to the contrary, and subject to this clause, any amount that may be payable under the Contract is

exclusive of any GST. If a party makes a taxable supply in connection with this Contract for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

- (b) If an individual requests us to not provide information to third parties we are prohibited from supplying that information to third parties for marketing purposes.

#### **18. Acknowledgement**

The Exhibitor acknowledges that it has made an independent evaluation of the terms and conditions of this Contract and all information provided to it by the Organiser in relation to the Exhibition and that it has verified or will verify all information upon which it intends to rely to its own satisfaction and that the Organiser gives no warranty as to the accuracy of any such information. The Exhibitor acknowledges that it is bound by these Terms & Conditions by virtue of:

- (a) the signature of any ostensibly authorised person on the Space Application;
- (b) electronic acceptance of the Contract by any ostensibly authorised person;
- (c) payment of any sum due under the Contract; or
- (d) participating in the exhibition.

#### **19. Severability**

If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force and effective.

#### **20. Governing laws**

The laws of the State of Victoria will apply to this Contract and any dispute or court proceedings must be heard in the State of Victoria.

#### **21. Privacy**

It is a condition of participation in the Exhibition that the Exhibitor's contact details may be forwarded to approved service providers appointed by Diversified Communications Australia to enable the service providers to engage in direct marketing with the Exhibitors to arrange essential goods and services to enable the Exhibitors' successful participation at the exhibition. Please refer to Diversified Communications Australia's privacy policy on [www.divcom.net.au](http://www.divcom.net.au).

Diversified Communication Australia collects information from customers and attendees and provides personal information to third parties for marketing purposes in full compliance with Australian privacy law. We facilitate exposure of organisations and business to new customers and clients for marketing purposes subject to the following constraints and conditions:

- (a) We do not agree to obtain consent from individuals to facilitate you to engage in marketing activities. We disclose information to you for direct marketing on the basis that you agree to comply with the general obligation under the Privacy Act to obtain consent prior to using the information collected from third parties prior to engaging in direct marketing communication to the individual.