

# Exhibitor Terms & Conditions

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## 1. Meaning of Terms

1.1 In this agreement "CF" means the Catalyst Foundation, "Disability, Ageing & Lifestyle Expo" means event. Event dates are Thursday, 26 October 2017 (Bump-in) and Friday, 27 October 2017 (Event day)

## 2. Exhibitor Registration Forms

2.1 Exhibitors –only Exhibitors' registration forms properly completed and accompanied by full payment and \$20 million public liability insurance returned to CF 30 days prior to the event will be eligible before a site is allocated.

## 3. Registration Bookings

3.1 Bookings must be made via the online application form via the event website; paper based application via the exhibitor registration form or through the invitation sent. On completion and submission of the registration form a subsequent notification of acceptance by the organisers a binding contract arises.

3.2 Payment Terms are 14 days from date of invoice. Without notification to CF, failure to make payment after 30 days, will incur a **10% administration fee to the total cost of the registration.**

3.3 Refunds: Cancellation more than 30 days before the event: **100% refund**

Cancellation less than 30 days, but more than 14 days: **90% refund**

Cancellation less than 14 days, **no refund**

Cancellation must be in writing

## 4. Allocation of Sites

4.1 The allocation of sites is at the complete discretion of CF.

4.2 CF reserves the right to alter site allocations at its discretion.

4.3 If in the opinion of CF, Exhibitors have shown adequate reasons for requiring special sites, CF, in their discretion may allocate such sites.

## 5. Possession of Site

5.1 The Exhibitor shall not go into possession of the site until CF deems all machinery, vehicles, goods or other articles to be displayed on the day prior to the event

5.2 All vehicles, goods or other displays shall be on the Exhibitor's site by **10am on the day of the event.**

5.3 No vehicles, goods or other displays shall be removed from the Exhibitors stand **before 4:30pm on the day of the event** without the written approval of CF. Failure to do so will incur a cost of 25% of the price of your exhibitor package. This amount shall be due and payable within 7 days of the date of the Expo.

## 6. Abandoned Property

6.1 At the completion of the event, the Exhibitor must remove from the site all structures erected by the Exhibitor and completely vacate the area by 6:30pm.

6.2 From the completion of the event, if there is any structure, or part thereof, remaining on the site, then CF shall have the right to remove, dismantle or sell such property which shall be deemed to be abandoned. Any proceeds of sale shall be the property of CF and if CF incurs any cost in removal the Exhibitor shall indemnify CF.

## 7. Assignment of Site

7.1 An Exhibitor shall not assign or sub-let or part with possession of the whole or any part of the site, or purports to do so, without the prior written consent of the Event Officer.

## 8. Condition of Site

8.1 Exhibitors are responsible for the condition of the site during the currency of the event and upon completion of event. Exhibitors must ensure that their site is left in a clean state with all rubbish removed.

## 9. Loss or Damage

9.1 CF shall not be liable for loss or damage to the Exhibitor's property whilst on site.

## 10. Termination of Agreement

10.1 This agreement can be terminated by CF by giving notice to the Exhibitor.

10.2 The circumstances in which CF may terminate this agreement include:

(i) If CF finds it necessary or expedient to cancel or postpone the event;

(ii) If in the opinion of the Event Officer, these conditions have been breached or the Exhibitor does not occupy the site at the commencement of and during the full period of the event day(s).

(iii) If CF is of the opinion that the termination of this agreement is in all circumstances justified.

## 11. Effect of Termination

11.1 On the effective termination of this agreement by CF:

(i) CF reserves the right to retain all monies paid by the Exhibitor up to, and including, the date of termination; and

(ii) CF shall not be liable to the Exhibitor for any compensation due to loss or profits or otherwise in respect of the termination.

## 12. Fuelling Site

12.1 CF does not provide a fuelling point on site.

12.2 Exhibitors must make adequate safety arrangements for fuelling of display vehicles or equipment

## 13. Termination by Exhibitor

13.1 If an Exhibitor, not less than 14 days prior to the commencement of the event, request CF to cancel this agreement, CF may do so, however all monies paid by the Exhibitor are forfeited and if not paid, the Exhibitor will remain liable for the full amount.

## 14. Public Liability Insurance

14.1 Exhibitors must cover their public risk liability by taking out public liability insurance.

14.2 The minimum amount of cover must be \$20 million dollars.

14.3 The insurance cover must indemnify CF and its authorised agents from all actions, claims, demands, losses, damages, costs and expenses arising from the Exhibitor's use of the site.

14.4 A photocopy of the insurance cover must be submitted with the Exhibitors registration application form or received no later than 30 days prior to the event.

14.5 It is the express duty of an Exhibitor to demonstrate an obligation of care for on-site operations including the use of all power cables and equipment.

## 15. Compliance with Laws

15.1 Exhibitors must comply with all laws governing the erection of structures, the display and sale of machinery, and other products or goods.

## 16. Entry on site

16.1 CF or any person appointed by CF shall retain the right to enter on to the site at any time.

16.2 CF or any person appointed by CF shall have the power to remove any sign, picture, poster or printed matter, which in his or her opinion is either not eligible for display or may be the cause of offence.

## 17. Advertising

17.1 CF prohibits the dropping of advertising leaflets or other similar material from any aircraft over the event day site.

17.2 Clause 18.1 does not apply if CF approval has been previously obtained.

17.3 Only Exhibitors may distribute advertising leaflets and only from their site.

17.4 The display of advertising signs of any description is restricted to the area occupied by the Exhibitor, unless advertising space has been purchased prior.

## 18. Livestock

18.1 Except as provided or approved by CF, no livestock shall be brought into the grounds.

18.2 Livestock brought onto the grounds, after approval from CF, shall be the responsibility of the person or persons bringing livestock to the grounds.

18.3 Damages involving livestock brought to the grounds are liable to the person or persons who brought the livestock

## 19. Catering

19.1 CF has the right to appoint other licensed food vendors and the decision shall be final and no correspondence will be entered into.

19.2 The bringing and consuming of alcoholic beverages on to the site is strictly forbidden.

## 20. Loudspeakers

20.1 The use of loudspeakers or amplifiers by Exhibitors is expressly prohibited unless they have written approval by the Event Officer.

## 21. Workplace Health and Safety

21.1 The site of the expo is considered a work place and as such all Exhibitors must comply with Workplace Health & Safety laws and regulations in ensuring the safety of their staff, volunteers, contractors and visitors to their exhibit and surrounding area.

21.2 Hi-Viz vests must be worn at all times during set-up/bump-in day. Exhibitors will need to arrange for their own Vests

## 22. Vehicles

22.1 Movement of vehicles (not for display) other than to and from designated parking areas is strictly forbidden during time of event. No vehicles, forklifts etc. will be permitted onsite or into any display areas until after event is closed.

## 23. Indemnity

23.1 The Exhibitors shall indemnify and hold indemnified CF from and against all actions, claims, demands, losses, damages, costs and expenses which CF may sustain or incur or which CF may become liable whether during or after the term of this Agreement in respect of or arising from any:

(i) personal injuries sustained by any person in or about the site occupied by the Exhibitor, howsoever caused;

(ii) loss or damage or injury from any causes whatsoever to property or person caused by or contributed to by the use of the site by the Exhibitor or its authorised agent; or

(iii) loss or damage or injury from any caused whatsoever to property or person caused by or contributed to by the neglect or default or the Exhibitor or its authorised agent.

23.2 The Exhibitor is not liable to indemnify CF for injuries arising due to the wilful or negligent act of CF or its servants, agents, sub-licensee, or other person authorised by CF.