

# EXHIBITION CONTRACT

## 1. SPACE BOOKING

Select your preferred stand number:

1<sup>st</sup> Choice ..... 2<sup>nd</sup> Choice ..... 3<sup>rd</sup> Choice .....

Stand dimensions: ..... m x ..... m = Total sqm  
(Based on 1<sup>st</sup> choice)

## 2. COST OF PARTICIPATION – BASED ON 1ST CHOICE

Refer to the Rate Sheet for all stand prices

### 2.1 OUTDOOR DISPLAY - SPACE ONLY

All outdoor stands are space only. Power & connections, marquee hire and all display material are to be organised at the Exhibitors expense. All outdoor exhibitors must arrange some form of undercover protection. Other stand dimensions available upon request.

Total sqm ..... @ (Rate) ..... = \$ .....

### 2.2 INDOOR DISPLAY - SHELL SCHEME

The **Shell Scheme Display Package** is compulsory for all stands within the Indoor Pavilions. The Package includes carpet, lighting, back & side walls (velcro compatible), company sign & stand number.

Total sqm ..... @ (Rate) ..... = \$ .....

|   |          |
|---|----------|
| Total Cost of Participation<br>(2.1) or (2.2) | \$ ..... |
| + 10% GST                                     | \$ ..... |
| Sub Total                                     | \$ ..... |

Plus Public Liability Insurance \$ **165.00** inc GST

I already have public liability insurance; a copy of our certificate of currency is enclosed.

TOTAL EXHIBITION COST \$ .....

## 3. PAYMENT INSTALMENTS

30% deposit (+ insurance) **PAYABLE NOW** \$ .....

An invoice will be provided upon receipt of payment

2<sup>nd</sup> payment 40% Due 3 months before event \$ .....

3<sup>rd</sup> payment 30% Due 1 month before event \$ .....

An invoice will be issued prior to the due date for these payments

### OFFICE USE ONLY

Exhibition Contract complete and correct

Invoice raised for deposit

Accepted by ETF

Signature ..... Date .....

## 4. EXHIBITOR CONTACT DETAILS

Company Name: .....

Executive Contact: .....

Position: .....

Address: .....

Postcode: .....

Tel: ..... Fax: .....

Mobile: ..... Web: .....

Email: .....

Main Products / Brands to be displayed:

.....  
.....  
.....

## 5. METHOD OF PAYMENT

5.1 Credit Card - **MERCHANT FEES WILL APPLY** (see below)

Mastercard (2.1%) / Visa (2.1%) / Amex (3.2%) (please circle)

Card Name: .....

Card No.: .....

Expiry Date: ..... Amount \$ .....

Authorised Signature: .....

5.2 Direct Bank Transfer

Account: Exhibitions & Trade Fairs Pty Ltd

Bank: NAB, 330 Collins St, Melbourne VIC 3000

Branch No.: 083-004

Account No.: 79-896-4350

5.3 Cheque

Payable to 'Exhibitions & Trade Fairs' (post to address below)

## 6. TERMS AND CONDITIONS

I have read and agree that exhibitor will comply with the terms and conditions of this Exhibition Contract as stated. The exhibitor agrees to pay the total cost of participation as indicated on this page. The exhibitor acknowledges that all payments are non-refundable and space will not be held without a deposit.

Signature: ..... Date: .....

Name (please print): .....

Position: .....

## 7. COMPLETE, THEN RETURN SIGNED FORM TO:

**FAX: (02) 9556 7979**

PHONE: (02) 9556 7982

EMAIL: mryan@etf.com.au



Exhibitions & Trade Fairs Pty Ltd  
Unit 7, 68-72 Lilyfield Road, Rozelle NSW 2039, Australia

# EXHIBITION CONTRACT

- A Exhibitions and Trade Fairs Pty Ltd, ABN 72 101 130 527 ("the Organiser") is conducting the Construction and Mining Expo from 15th - 17th March 2012 ("the Exhibition").
- B The person(s) or company identified as the Exhibitor overleaf ("the Exhibitor") wishes to participate in the Exhibition and has applied to the Organiser for the right to occupy exhibition space on these terms and conditions ("these terms").

## TERMS AND CONDITIONS

- 1 The Exhibitor agrees to take a licence of the space and shell scheme (if any) specified in the application overleaf ("Application") for the period of the Exhibition and the Organiser agrees to grant such licence on these terms and the details in the Application (together called "Exhibition Contract") which Exhibition Contract will be a binding legal contract between the Exhibitor and Organiser when the Organiser notifies acceptance of the Exhibitor's Application by invoicing the Exhibitor.
- 2 The Exhibitor acknowledges that the Organiser will retain ownership of any shell scheme specified in the Application (if any) and all related items which it may provide, at all times, that use under this Exhibition Contract is only licensed to the Exhibitor for the duration of the Exhibition on these terms and no sale or transfer of title to any item is intended or agreed.
- 3 The Exhibitor must pay to the Organiser the amount set out in the Application in accordance with the payment schedule specified. If credit card details are provided in the Application the Vendor irrevocably authorises the Organiser to debit the credit card specified with the total amount payable as specified in the Application (incl GST) increased by the respective percentage merchant fee for that credit card on or after the dates specified for payment. If any payment is not made by the Exhibitor strictly in accordance with the specified payment schedule, all monies payable will be immediately due and payable, and the Organiser may in its absolute discretion without the requirement to give prior notice and without limiting its rights, terminate this Exhibition Contract and resell or otherwise use the space allocated to the Exhibitor. In such event the Exhibitor:
  - a must reimburse the Organiser's costs and expenses arising directly or indirectly as a result of such failure to pay, on demand by the Organiser; and
  - b in the event of termination is not entitled to refund of any moneys paid in respect of this Exhibition Contract, and must immediately pay to the Organiser as a genuine pre-estimate of the loss and damage incurred by the Organiser, all moneys owing as at the date of termination, plus the next instalment amount which was otherwise due for payment by the Exhibitor.
- 4 If the Exhibitor wishes to cancel its participation in the Exhibition or reduce the size of its allocated space, written notice must be given in writing to the Organiser. In the event of such cancellation or reduction in size, the Organiser is entitled to a withdrawal fee equal to the amount of all moneys paid or payable by the Exhibitor to the Organiser before the date of termination, plus the next instalment amount due for payment by the Exhibitor. This withdrawal fee is a genuine pre-estimate of costs, loss and damage incurred by the Organiser as a result of the Exhibitor's withdrawal. Payment instalments received by the Organiser from the Exhibitor for any allocated space that has been reduced in size cannot be offset against future payment instalments that are required to be made by the Exhibitor for the smaller space retained.
- 5 The Exhibitor must use the space allocated to it by the Organiser ("Exhibitor's Space") only for the display and promotion of goods and services which relate to the subject matter of the Exhibition. All products and display material must be contained within the Exhibitor's Space.
- 6 The Exhibitor must comply with all requirements and procedures described or referred to in the Exhibitor Information Manual issued by the Organiser prior to the holding of the Exhibition, and all directions or instructions issued by the Organiser in relation to the Exhibition and/or the performance of this Exhibition Contract.
- 7 The Exhibitor must not damage the floor, walls, fixtures, fittings or any other part of the Exhibition venue including any part occupied by the Exhibitor and any common access, egress or other areas.
- 8 The Exhibitor must comply with all laws, regulations and ordinances applicable to the holding of the Exhibition and/or to any activity conducted by the Exhibitor at the Exhibition, including all rules and regulations of the Exhibition venue and any other regulatory or government body, and must discharge and indemnifies the Organiser from all liability for debts and other sums payable by the Exhibitor or any of the Exhibitor's officers, employees, agents, contractors or invitees (all "its Personnel") relating to its participation in the Exhibition.
- 9 The Exhibitor must keep the Exhibitor's Space clean and tidy to the satisfaction of the Organiser and must not leave rubbish or other matter in the Exhibition venue.
- 10 No lottery, raffle, guessing game, game of chance or side-show may be conducted in the Exhibitor's Space or elsewhere by the Exhibitor or its Personnel in the Exhibition venue without the prior consent of the Organiser.
- 11 The Exhibitor must not make use of any microphone, sound amplification or musical instrument nor cook or serve any food or beverage, without the prior written consent of the Organiser.
- 12 No electrical work may be undertaken by or on behalf of an Exhibitor without the prior consent of the Organiser, which consent may (but need not) only be granted on the basis that the work will be performed by a qualified electrical contractor approved by the Organiser.
- 13 The Exhibitor must not in connection with participation in the Exhibition, infringe any law or any person's intellectual property rights or do or allow anything which is defamatory, libellous or otherwise actionable.
- 14 The Organiser may in its absolute discretion, refuse an Exhibitor Application, cancel this or any Exhibition Contract, relocate an Exhibitor's Space, and/or amend the Exhibition floor plan at any time in the interests of maximising the success of the Exhibition, and the Exhibitor acknowledges that it may not receive its first or any subsequent preference for space.
- 15 The Organiser may, in its absolute discretion, postpone or change the dates for the holding of the Exhibition, shorten or lengthen the duration of the Exhibition, change the hours during which the Exhibition is open to delegates or change the venue of the Exhibition.
- 16 The Organiser may deny the Exhibitor and/or its Personnel entry to the Exhibition and/or Exhibition venue if the Exhibitor has not complied with all the terms of this Exhibition Contract and may require the Exhibitor to remove or stop any display or demonstration or close any exhibit which in the opinion of the Organiser is creating a disturbance to the Exhibition or is unlawful, unsafe, unhygienic or not in the interests of the Exhibition.
- 17 The Organiser does not warrant or guarantee, and specifically excludes any liability to the Exhibitor to the extent permitted at law, in relation to:
  - a any difference between the estimated and actual number of visitors to the Exhibition;
  - b any difference between the estimated and actual number of exhibitors or sponsors, or the identity of exhibitors or sponsors at the Exhibition;
  - c time or quality of services, or failure or deficiency in the provision of services which are the responsibility of the Exhibition venue and/or its appointed contractors;
  - d cancellation, postponement, part time opening or relocation of the Exhibition, or of any Conference, seminar or speaker program scheduled to run in conjunction with the Exhibition, or the failure of any particular speaker to appear at the Exhibition or related conference, seminar or speaker program; and/or
  - e any event or circumstance outside the Organiser's control which impacts upon, prevents or limits the operation of the Exhibition or the performance of the Organiser's obligations under this Exhibition Contract.
- 18 The Exhibitor agrees that its participation in the Exhibition is wholly at its own risk (including risk to property and persons), the Organiser is not responsible or liable for the safety or security of the property of the Exhibitor or its Personnel or of any person, and the Organiser to the extent permitted by law:
  - a excludes all terms, conditions and warranties implied by law or otherwise; and
  - b excludes liability for any indirect, special, economic or consequential loss or damage, loss of revenue, profit, goodwill, bargain, opportunity, or anticipated savings, incurred or suffered by the Exhibitor,in relation to the Exhibitor's participation in the Exhibition or any activity contemplated by this Exhibition Contract. However no part of this clause 18 excludes the Organiser's liability under any applicable statutory guarantee.
- 19 To the extent that the Organiser has any liability to the Exhibitor under any implied or statutory guarantee, term or warranty which is applicable and cannot be excluded, to the extent permitted by law the Organiser limits such liability:
  - a in the case of goods, to: (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods, or (iv) the payment of the cost of having the goods repaired;
  - b in the case of services to: (i) supplying the services again or (ii) payment of the cost of having the services supplied again.
- 20 The Exhibitor indemnifies the Organiser from and against all suits, claims, cost, loss, expense, damage and liability which the Organiser may suffer or incur ("Harm") arising from any loss or damage to property and/ or injury to or death of any person whatsoever (including any exhibitor, member of the public, and/or Exhibition staff, agent or contractor) however caused to the extent of any act, omission or default of the Exhibitor or any of its Personnel, and/or arising from any breach by the Exhibitor of any obligation or warranty under this Exhibition Contract.
- 21 Without limiting any other provision, to the extent permitted at law, the Organiser will not be liable to the Exhibitor for any loss suffered, nor be in default under this Exhibition Contract for any delay, failure or interruption resulting directly or indirectly from any cause outside its control including industrial action, blackout, fire, war, terrorism, SARS or any virus, civil or military unrest, explosion, earthquake, flood, or other natural cause or act of God or if the attendance at the Exhibition is adversely impacted by any of the events or causes of the nature referred to in this clause. In all such circumstances the Organiser is entitled to retain all moneys paid by the Exhibitor.
- 22 The Exhibitor must complete all exhibits for display at the Exhibition by 7pm on 14 March and must remove all exhibits and material from the Exhibition venue and comply with these terms by 2pm 15 March 2012.
- 23 If the Exhibitor has been allocated a space only stand, or if the Exhibitor wishes to display any material above 2.4 metres height or such other height or weight notified by the Organiser, the Exhibitor must submit design plans to the Organiser for approval at least 90 days prior to the commencement of the Exhibition.
- 24 Without limiting any other provision, all products, equipment and other property to be exhibited or used by the Exhibitor or its Personnel must be insured by and are at the sole risk of the Exhibitor, and the Organiser is not responsible for and expressly excludes liability for all such property to the extent permitted by law.
- 25 The Exhibitor cannot assign or deal with any of its rights or obligations under this Exhibition Contract and must not without the written consent of the Organiser allow any other person or entity to occupy any part of the Exhibitor's Space.
- 26 The Organiser may at any time, assign, novate or otherwise deal with any of its rights and/or obligations under this Exhibition Contract.
- 27 The Exhibitor must effect and maintain for the duration of the Exhibition (including move-in and move-out) public liability insurance with a reputable insurer and on terms and conditions, acceptable to the Organiser. At least 30 days prior to the Exhibition commencement, the Exhibitor must provide to the Organiser Certificates of Currency evidencing such insurance, or in the case of the Exhibitor's general liability insurance, pay to the Organiser the cost of the exhibitor general liability insurance policy arranged by the Organiser. The Exhibitor and its Personnel must not enter the Exhibition venue without evidence of such insurances in place.
- 28 The Exhibitor consents under all applicable privacy laws, to the disclosure of all Exhibitor contract information to contractors appointed by the Organiser to assist in organisation of the Exhibition, and to use of Exhibitor contact information by the Organiser for the purpose of informing the Exhibitor of products, services and events promoted by the Organiser and its related bodies corporate. The Exhibitor may obtain details of the information the Organiser holds about it, or request that information not be used to contact it, by contacting the Organiser's Privacy Officer.
- 29 This Exhibition Contract is governed by the laws applicable in New South Wales, Australia and the Exhibitor and the Organiser submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
- 30 Waiver of a breach of this Exhibition Contract or of any rights created by or arising under this Exhibition Contract can only be in writing and signed by the party granting the waiver, and variation of any part of this Exhibition Contract must be in writing and signed by the parties to be effective.
- 31 All warranties, indemnities and exclusions included in these terms and the provisions of clauses 3 and 4 of these terms, survive termination of this Exhibition Contract.
- 32 No statement or representation about the Exhibition or otherwise concerning the subject matter of this Exhibition Contract may be relied upon by the Exhibitor unless expressly set out in these terms, save to the extent under any applicable statutory guarantee.
- 33 The amount of any goods and services tax ("GST") specified in the Application is an estimate only and the Exhibitor must pay to the Organiser in addition to the cost of participation specified in the Application all GST payable by the Organiser in connection with any supply made under this Exhibition Contract at the same time or times as the cost or any instalment is payable.
- 34 The Exhibitor and the person signing the Application for the Exhibitor each warrant to the Organiser that they have full authority and power to sign and bind the Exhibitor under this Exhibition Contract and indemnify the Organiser for any Harm arising from breach of this warranty.
- 35 These terms are subject to the provisions of any applicable statute which cannot be excluded including the Competition and Consumer Act 2010, nothing in these terms will be construed so as to limit or exclude liability by the Organiser under any statutory guarantee which applies and cannot be excluded and if any of these terms is or becomes wholly or partially void, invalid or contrary to applicable law, then that term will to the extent that it is invalid, void or contrary to law, be severed without affecting the enforceability and validity of any other part.
- 36 In these terms: all references to payment to the Organiser mean payment by the method specified in the Application or as directed in writing by the Organiser; the singular includes the plural and vice versa; headings are for reference and do not affect meaning; "including" is not a word of limitation; no rules of construction will apply to the disadvantage of a party who put forward these terms or any part; the consent of the Organiser may be withheld or given on conditions in its absolute discretion; reference to any currency is to \$AUD and nothing can be construed as a lease, or right of lease, or possession or sale of any item.