



## 1. ACCEPTANCE & CONFIRMATION

### 1.1 Acceptance

The Exhibitor acknowledges that these Terms and Conditions are binding upon the Exhibitor upon the earliest of:

- (a) execution of the Exhibitor Booking Form;
- (b) payment of any amount to the Organiser;
- (c) written or oral acceptance; or
- (d) any representation or conduct indicating an intention to participate in the Exhibition.

### 1.2 Confirmation of Booking

The Exhibitor acknowledges that allocation of exhibition space constitutes a provisional reservation only. The booking will only be confirmed upon receipt of the signed booking form and required deposit in cleared funds.

The Organiser reserves the right, at its sole discretion, to:

- cancel the booking;
- reallocate the allocated space;
- offer the space to another party

where the Exhibitor fails to comply with any payment obligation or other requirement.

## 2. EXHIBITOR OBLIGATIONS

### 2.1 General Obligations

The Exhibitor must:

- (a) comply with all applicable laws, regulations and codes;
- (b) comply with all directions issued by the Organiser and Venue Owner;
- (c) provide at the time of application for space (or upon request by the Organiser), the names of all authorised persons who will be attending the Venue and the Exhibition on behalf of the Exhibitor;
- (d) provide at the time of application for space (or upon request by the Organiser), all details and information concerning or in any way related to the Exhibitor's proposed exhibit and attendance at the Exhibition;
- (e) keep the Venue in good repair order and condition at all times;
- (f) ensure that the noise level from the exhibit or property of the Exhibitor does not exceed 5dB(A) above the background noise level (in the octave band centre frequencies of 31Hz – 8 kHz inclusive);
- (g) allow the Organiser or representatives of the Venue to inspect the exhibits and the space allocated to the Exhibitor at any time and for any reason;
- (h) only display and operate exhibits which fall within the scope of the Exhibition as determined by the Organiser;
- (i) not, except by express written permission from the Organiser, display directly or indirectly, advertise or give to any other exhibitor products other than its own;
- (j) not, except by express written permission from the Organiser, display acknowledgements or credits indicating membership of organisations or trade associations;
- (k) ensure that all exhibits, plant, machinery, goods, items, chattels and other property brought to, used in, or displayed at the Exhibition:
  - (i) comply with all applicable laws, regulations, codes and standards; and
  - (ii) are not in any way illegal, illicit, unlawful, prohibited, banned, unauthorised, dangerous, toxic, hazardous or harmful in nature.
- (l) ensure all personnel act professionally and safely;
- (m) ensure operation strictly within the allocated space;
- (n) ensure no obstruction or nuisance is caused.

### 2.2 Exhibits

- (a) The design, construction, weight, dimensions, materials and general character of all exhibits are subject to the prior written approval of the Organiser at its sole discretion.
- (b) The construction, erection, installation and dismantling of all exhibits shall be carried out by the Exhibitor or the Exhibitor's contractors, agents or employees entirely at the Exhibitor's sole risk. Nothing in this clause limits or affects the obligation of the Exhibitor and its contractors, agents or employees to comply with all directions issued by the Organiser or the Venue Owner.
- (c) In the event that the Organiser determines, in its sole discretion, that any exhibit is not consistent with the Exhibition or the objectives of the Exhibition, the Organiser may require the Exhibitor to remove, modify or alter the exhibit, or may remove or alter the exhibit itself. All costs incurred by the Organiser in exercising its rights under this clause shall be payable by the Exhibitor on demand.
- (d) The Exhibitor must ensure that its exhibit(s) and display space are fully installed, complete, operational and ready for display by the time specified by the Organiser prior to the opening of the Exhibition.
- (e) The Exhibitor must remain strictly within the portion of the Venue allocated to it by the Organiser and must not encroach upon aisles or neighbouring stands.

### 2.3 Conduct

The Exhibitor must not:

- engage in misleading, deceptive or unlawful activity;
- display unauthorised third-party products;
- display competitor materials not owned by the Exhibitor (unless approved);
- act in a way that damages the reputation of the Organiser or Exhibition.

### 2.4 Insurance Requirements

#### (a) Public Liability Insurance

The Exhibitor must either:

- (i) make the compulsory contribution towards the public liability insurance policy effected and maintained by the Organiser, in the amount specified in the Exhibitor Booking Form; or
- (ii) provide, prior to the Exhibition and upon request, a certificate of currency or other evidence to the satisfaction of the Organiser that it holds its own public liability insurance for an amount and on terms acceptable to the Organiser.

#### (b) Claims on Organiser's Policy

To the extent that the Exhibitor makes (or is entitled to make) a claim under any public liability insurance policy effected by the Organiser, the Exhibitor irrevocably directs and authorises that all benefits payable under such policy are to be paid directly to the Organiser.

The Exhibitor must indemnify the Organiser for all costs incurred in connection with any such claim, including but not limited to any policy excess, deductibles, administrative costs or uninsured amounts.

#### (c) Other Insurance

The Exhibitor must effect and maintain all other insurance policies required by law or reasonably required in connection with its participation in the Exhibition, including but not limited to insurance covering its property, equipment and personnel.

#### (d) Responsibility for Insurance

The Exhibitor acknowledges that it is solely responsible for ensuring that it has adequate insurance coverage for its participation in the Exhibition and that the Organiser does not provide coverage for the Exhibitor's property, staff, contractors or activities unless expressly stated.

## 3. ORGANISER RIGHTS

### 3.1 Licence

Subject to the Exhibitor complying in full with these Terms and Conditions, the Organiser will allocate to the Exhibitor a portion of the Venue for the purposes of the Exhibition. Such allocation constitutes a revocable licence to exhibit only and does not create any tenancy, lease, or other proprietary interest in the Venue. The Organiser reserves the right to revoke the licence in accordance with these Terms and Conditions.

### 3.2 Alterations

The Organiser may, at any time and at its sole discretion, alter:

- (a) the size, shape, configuration or position of any stand or floor space;
- (b) the overall layout or floor plan of the Exhibition;
- (c) access points, aisles, common areas, or facilities; as may be required for the efficient operation or commercial success of the Exhibition.

In the event that the Exhibitor's allocated space is reduced, the Organiser may, but is under no obligation to, provide a credit or adjustment as it considers appropriate, and the Exhibitor shall have no further claim in respect of such alteration.

### 3.3 Delivery of Exhibition

The Organiser will use reasonable endeavours to organise and deliver the Exhibition in accordance with its general description, however:

- (a) the Organiser does not guarantee:
  - (i) attendance numbers;
  - (ii) visitor demographics;
  - (iii) exhibitor mix;
  - (iv) commercial outcomes or benefits;
- (b) the Organiser reserves the right to determine all aspects of the Exhibition, including content, programming, marketing and promotion.

### 3.4 Public Liability Insurance

The Organiser will effect and maintain, for the duration of the Exhibition, a public liability insurance policy for the amount required by the Venue Owner. Such policy:

- (a) may, but is not required to, extend cover to Exhibitors;
- (b) is held for the benefit of the Organiser unless otherwise required by law or the Venue Owner;
- (c) does not replace or remove the Exhibitor's obligation to maintain its own insurance.

### 3.5 Services and Facilities

The Organiser may arrange for certain services and facilities in connection with the Exhibition, including but not limited to:

- general lighting and venue services;
- common area cleaning;
- security within common areas;

However:

- (a) all such services are provided on an "as is" basis;
- (b) availability and quality are not guaranteed;
- (c) the Organiser may alter or withdraw services at any time.

### 3.6 Exclusions

Unless expressly stated in writing, the fees payable by the Exhibitor do not include:

- (a) loading, unloading or handling of goods or equipment;
- (b) staffing or labour;
- (c) stand construction, fit-out or materials for space-only bookings;
- (d) marketing or advertising beyond standard inclusion;
- (e) telecommunications or data services;
- (f) cleaning within exhibitor stands;
- (g) internet access or connectivity;
- (h) electricity, water, gas or other utilities;
- (i) insurance of any kind;
- (j) taxes, levies or charges not expressly stated.

The Exhibitor is solely responsible for arranging and paying for all excluded items.

### 3.7 No Warranty

To the maximum extent permitted by law, the Organiser makes no warranties or representations:

- (a) regarding the suitability of the Venue;
- (b) regarding the success or profitability of participation;
- (c) that the Exhibition will proceed without interruption or change.

### 3.8 Limitation of Obligation

The obligations of the Organiser under these Terms and Conditions are limited to those expressly stated. All other conditions, warranties or representations are excluded to the maximum extent permitted by law.

## 4. EXHIBITOR'S WARRANTIES

### 4.1 Warranties

The Exhibitor warrants that:

- (a) it has properly informed itself as to the suitability of the Venue for the Exhibition and has not relied upon any representation or advice of the Organiser, its employees or agents;
- (b) it has not relied upon any representations made by the Organiser as to the potential success, revenue, profit, sales or performance of the Exhibitor's business in connection with attendance at the Exhibition;
- (c) it has and will continue to provide all relevant information to the Organisers pertaining to the Exhibition;
- (d) it will not do anything which will bring the Organiser into disrepute or make adverse comments about the Organiser in any public forum;
- (e) it is responsible for any equipment it brings into the Venue including any equipment supplied by an external supplier for the Exhibition and the Organiser shall have no liability to the Exhibitor for any loss of or damage to any such equipment;
- (f) it will conduct itself in a proper and orderly manner;
- (g) it will not cause any damage to the Venue or to the reputation or standing of the Organiser;
- (h) it will not be involved in any illegal or immoral activity;
- (i) it will remain in material compliance with all laws, statutes, rules and regulations of any federal, state or local government authority in Australia;
- (j) it will not infringe the intellectual property rights of any third party;

### 4.2 Reliance

The Exhibitor acknowledges that the Organiser has relied upon the warranties espoused in clause 4.1 of these Terms and Conditions.

## 5. RIGHTS OF THE ORGANISER

### 5.1 General Control

The Organiser retains full control over the management, operation and conduct of the Exhibition and the Venue and may take any action it considers necessary for the safety, order and commercial success of the Exhibition.

### 5.2 Access

The Organiser may access any part of the Venue, including the Exhibitor's allocated space, at any time and for any purpose without liability.

### 5.3 Management and Directions

The Organiser may, at its sole discretion:

- (a) determine and alter all aspects of the Exhibition, including layout, floor plan, traffic flow, lighting, signage, noise levels and operations;
- (b) issue directions to Exhibitors in relation to any matter connected with the Exhibition or Venue.

The Exhibitor must comply with all such directions.

### 5.4 Removal and Restrictions

The Organiser may at any time refuse entry to, remove, or restrict the activities of any Exhibitor, person, exhibit or material where it considers such action necessary for safety, compliance, operational or reputational reasons.

No refund, compensation or damages are payable as a result.

### 5.5 Suspension or Modification

The Organiser may suspend, restrict or modify any part of the Exhibition where it considers it necessary, including where the Exhibition is not being conducted in accordance with these Terms and Conditions.

### 5.6 Photography and Promotion

The Organiser may take photographs, video or other recordings of the Exhibition, including exhibitor stands and personnel, and use such material for promotional or commercial purposes without restriction or compensation. The Exhibitor consents to such use.

### 5.7 Final Determination

All decisions, directions and determinations of the Organiser are final and binding.

### 5.8 No Liability

The Organiser is not liable for any loss, damage or inconvenience suffered by the Exhibitor arising from the exercise of its rights under this clause.

## 6. PAYMENT TERMS

### 6.1 Payment Obligations

The Exhibitor must pay all fees and amounts in accordance with the Exhibitor Booking Form.

### 6.2 No Set-Off

All payments must be made in full without deduction, withholding, counterclaim or set-off of any kind.

### 6.3 Non-Payment

If any amount payable by the Exhibitor is not paid by the due date, the Organiser may, without limiting any other rights:

- (a) charge interest on the overdue amount at the rate of 12% per annum, calculated daily;
- (b) suspend any services, entitlements or access to the Exhibition;
- (c) refuse access to the Venue, including Bump In;
- (d) reallocate or resell the Exhibitor's allocated space without notice;
- (e) terminate this agreement immediately; and
- (f) retain all amounts previously paid by the Exhibitor.

### 6.4 Acceleration of Amounts

If the Exhibitor breaches its payment obligations or this agreement is terminated for any reason, all outstanding amounts owing by the Exhibitor become immediately due and payable.

### 6.5 Debt Recovery

The Exhibitor must pay all costs incurred by the Organiser in recovering unpaid amounts, including:

- (a) legal costs on a full indemnity (solicitor/client) basis;
- (b) debt collection agency fees;
- (c) administrative and recovery costs.

### 6.6 Condition of Participation

The Exhibitor acknowledges that participation in the Exhibition is strictly conditional upon full payment of all amounts due.

The Organiser may refuse access to the Exhibition, including Bump In, where payment has not been received in full.

### 6.7 No Waiver

Any failure or delay by the Organiser in exercising its rights under this clause does not constitute a waiver of those rights.

### 6.8 Acknowledgement

The Exhibitor acknowledges that:

- (a) it has read and understood the payment terms set out in both the Exhibitor Booking Form and these Terms and Conditions; and
- (b) it agrees to strictly comply with all payment obligations.

## 7. BUMP IN & BUMP OUT

### 7.1 Timing

The Organiser will allocate specific times for Bump In and Bump Out.

The Exhibitor must strictly comply with all allocated times and directions issued by the Organiser.

### 7.2 Bump In

The Exhibitor must deliver and install all equipment, items, chattels and property within the Bump In period specified by the Organiser.

If the Exhibitor fails to do so, the Organiser may, at its sole discretion:

- (a) refuse to permit late access to the Venue;
- (b) treat the Exhibitor as having failed to occupy the space; and/or
- (c) reallocate or resell the Exhibitor's allocated space, and the Exhibitor shall have no entitlement to any refund or compensation.

### 7.3 Bump Out

The Exhibitor must remove all equipment, items, chattels and property from the Venue within the Bump Out period specified by the Organiser.

If the Exhibitor fails to do so, the Organiser may, at its sole discretion:

- (a) remove, store, relocate or arrange removal of such property at the Exhibitor's risk and expense;
- (b) dispose of or destroy any such property without notice; or
- (c) deliver such property to the Exhibitor, and all associated costs shall be borne by the Exhibitor, who indemnifies the Organiser in respect of those costs.

### 7.4 Risk and Responsibility

All equipment, items and property of the Exhibitor remain entirely at the Exhibitor's risk at all times, including during Bump In and Bump Out.

## 8. PROHIBITION AGAINST SUB-LETTING OR SUB-LICENSING

The Exhibitor must not transfer, dispose of, part with or otherwise sub-let the whole or any part of their space, exhibit or other allocated part of the Venue whether for financial consideration or otherwise, or enter into any agreement to do so.

## 9. WH&S OBLIGATIONS

### 9.1 Acknowledgment

The Exhibitor acknowledges that:

- (a) both the Organiser and the Exhibitor may have obligations under applicable work health and safety laws in relation to the Exhibition and the Venue;
- (b) risks may arise from the Exhibitor's works, including delivery, installation, occupation and dismantling of exhibits (Work), if not properly managed;
- (c) the Exhibitor has management and control over its Work and the area it occupies at the Venue; and
- (d) to the extent permitted by law, the Exhibitor is responsible for the management and control of its Work and must discharge all duties required of it under applicable WHS legislation, including where it is appointed or acts in the role equivalent to a principal contractor.

### 9.2 Obligations of Exhibitor

The Exhibitor must:

- (a) implement systems to identify, assess and control WHS risks;
- (b) ensure all risks are eliminated or minimised so far as reasonably practicable;
- (c) ensure all staff, contractors and agents comply with all policies, directions and procedures;
- (d) engage only suitably qualified and competent personnel;
- (e) comply with all WHS laws and applicable codes of practice;
- (f) comply with all safety directions given by the Organiser, Venue Owner or any authority;
- (g) immediately notify the Organiser of:
  - (i) any safety risks; and
  - (ii) any notifiable incidents.

### 9.3 Principal Contractor

The Exhibitor must discharge all WHS responsibilities in relation to its Work and participation in the Exhibition, including during Bump In and Bump Out, and acknowledges that such responsibilities are ongoing until all Works are completed.

## 10. TERMINATION

### 10.1 Exhibitor's Right of Termination (Cancellation)

(a) The Exhibitor acknowledges that:

- (i) the Exhibition is a limited capacity event; and
  - (ii) the commercial success of the Exhibition is dependent on the participation of Exhibitors and the occupancy of exhibition space.
- (b) If the Exhibitor is unable to attend or participate in the Exhibition for any reason, they must immediately notify the Organiser in writing.
- (c) If the Exhibitor gives notice under clause 10.1(b), the following cancellation fees apply:
- (i) more than 120 calendar days prior to the Exhibition:  
the Exhibitor shall be liable for 30% of the total contract value;
  - (ii) between 60 and 120 calendar days prior to the Exhibition:  
the Exhibitor shall be liable for 60% of the total contract value;
  - (iii) less than 60 calendar days prior to the Exhibition:  
the Exhibitor shall be liable for 100% of the total contract value.
- (d) The Exhibitor remains liable for all amounts due under these Terms and Conditions, including any ancillary or additional charges.
- (e) All amounts paid are non-refundable unless required by law.

## 10.2 Organiser's Right of Termination

The Organiser may terminate this agreement immediately, by written notice, if:

- (a) the Exhibitor breaches any provision of these Terms and Conditions (including any payment obligation);
- (b) the Exhibitor fails to make any payment when due;
- (c) the Exhibitor becomes subject to an Insolvency Event;
- (d) in the Organiser's reasonable opinion, the Exhibitor's conduct, activities or proposed participation:
  - (i) may cause damage to the Venue or the Exhibition;
  - (ii) may pose a health or safety risk;
  - (iii) is illegal, improper or inappropriate; or
  - (iv) may prejudice or adversely affect the reputation of the Organiser or the Exhibition;
- (e) the Exhibitor fails or is unable to participate in the Exhibition.

## 10.3 Effect of Termination

Upon termination:

- (a) the Exhibitor's licence to occupy space immediately ceases;
- (b) all payments made by the Exhibitor are forfeited;
- (c) all outstanding amounts become immediately due and payable;
- (d) the Exhibitor has no entitlement to any refund, credit or compensation; and
- (e) the Organiser may reallocate or resell the space without accounting to the Exhibitor.

## 10.4 Payment on Termination

All monies due and owing at the date of termination constitute a liquidated and immediately payable debt to the Organiser..

## 10.5 Release

To the maximum extent permitted by law, the Exhibitor releases the Organiser from all claims, losses, damages and expenses arising out of or in connection with:

- (a) termination of this agreement; and
- (b) the Exhibitor's participation, non-participation or removal from the Exhibition.

## 10.6 Forfeiture Not a Penalty

The Exhibitor acknowledges and agrees that all cancellation charges, forfeitures and payments under this clause:

- (a) represent a genuine pre-estimate of the loss and damage suffered by the Organiser; and
- (b) are reasonable having regard to:
  - (i) the difficulty in replacing Exhibitors;
  - (ii) the potential impact of vacant space on the Exhibition; and
  - (iii) the administrative and marketing costs incurred by the Organiser.

## 11. INDEMNITY

### 11.1 Scope of Indemnity

The Exhibitor indemnifies and must keep indemnified the Organiser, its employees, agents and contractors (Indemnified Parties) from and against all claims, actions, demands, losses, damages, liabilities, costs and expenses (including legal costs on a full indemnity basis) suffered or incurred by the Indemnified Parties, whether directly or indirectly, arising out of or in connection with:

- (a) the Exhibitor's participation in the Exhibition or use of the Venue (or any part of it);
- (b) any breach of these Terms and Conditions by the Exhibitor or its employees, agents or contractors;
- (c) any act, omission, negligence or wilful misconduct of the Exhibitor or its employees, agents or contractors;
- (d) any loss of or damage to property, including property of the Organiser or the Venue;
- (e) any personal injury, illness or death caused or contributed to by the Exhibitor or its activities;
- (f) any breach of a third party's rights, including intellectual property rights; and
- (g) any failure by the Exhibitor to comply with applicable laws, including work health and safety legislation.

### 11.2 Extent of Indemnity

The indemnity in this clause applies whether or not the loss, damage or liability arises from a claim by a third party.

The Exhibitor's liability under this indemnity is reduced only to the extent that any loss or damage is caused by the negligence or wilful misconduct of the Organiser.

### 11.3 Exhibitor Responsibility for Property

All property of the Exhibitor (including that of its employees, contractors or agents) is brought to and remains at the Venue entirely at the Exhibitor's risk.

The Organiser is not responsible for any loss of or damage to such property, howsoever caused.

### 11.4 Exclusion of Liability

To the maximum extent permitted by law, the Organiser shall not be liable to the Exhibitor or any third party for:

- (a) loss of life, personal injury or damage to property occurring at the Venue; or
- (b) any loss, damage or expense arising out of or in connection with the Exhibition, except to the extent caused by the Organiser's negligence.

### 11.5 Survival

This clause survives termination or expiry of these Terms and Conditions.

## 12. LIABILITY

### 12.1 Exclusion of Liability

To the maximum extent permitted by law, the Organiser is not liable for any loss, damage or theft of any property of the Exhibitor (or its employees, agents or contractors), whether occurring at the Venue or otherwise in connection with the Exhibition.

The Organiser is also not liable for any loss, damage or disruption arising from:

- (a) the acts or omissions of third parties, including contractors, suppliers or other exhibitors; or
- (b) any failure, interruption or defect in Venue services or facilities, including electricity, water, internet, lighting or other amenities.

### 12.2 Release

The Exhibitor releases the Organiser from all claims, losses and liabilities of the kind described in clause 12.1.

### 12.3 Proportionate Liability

To the maximum extent permitted by law, the operation of any proportionate liability legislation (including under any applicable Civil Liability Act) is excluded in relation to this agreement.

## 13. LIEN AND CHARGE

### 13.1 Charge

As security for the payment of all amounts owed to the Organiser, the Exhibitor charges in favour of the Organiser all property brought to, stored at or displayed at the Exhibition by or on behalf of the Exhibitor.

### 13.2 Lien

The Organiser may retain possession of any property of the Exhibitor at the Venue as security for any sums due and payable to the Organiser under these Terms and Conditions, including any amounts payable under an indemnity.

### 13.3 Power of Sale

If any amount remains unpaid for 14 days after written demand, the Organiser may, without further notice:

- (a) sell or otherwise dispose of the Exhibitor's property in its possession in any manner it considers appropriate; and
- (b) apply the proceeds of sale towards the amounts owed to the Organiser, including costs of storage, removal and sale.

The Exhibitor remains liable for any shortfall.

Any surplus proceeds (if any) shall be returned to the Exhibitor.

### 13.4 Assistance

The Exhibitor must do all things reasonably required by the Organiser to give effect to this clause, including transferring ownership of any property sold.

## 14. FORCE MAJEURE

### 14.1 Force Majeure

The Organiser is not liable for any failure or delay in performing its obligations under these Terms and Conditions to the extent that such failure or delay is caused by an event beyond its reasonable control (Force Majeure Event).

A Force Majeure Event includes, but is not limited to, acts of God, natural disasters, fire, flood, government restrictions, pandemics, industrial disputes, utility failures or any other event outside the reasonable control of the Organiser.

### 14.2 Consequences

Where a Force Majeure Event occurs, the Organiser's obligations are suspended to the extent affected by the Force Majeure Event for the duration of that event. The Organiser is not liable for any loss, damage or delay arising from a Force Majeure Event.

#### 14.3 Notification

The Organiser will notify the Exhibitor as soon as reasonably practicable of:

- (a) the occurrence of the Force Majeure Event; and
- (b) the expected impact on the Exhibition or its obligations.

#### 14.4 Resumption

If the Force Majeure Event ceases, the Organiser may, at its sole discretion:

- (a) resume performance of its obligations;
- (b) modify the Exhibition; or
- (c) determine alternative arrangements.

#### 14.5 Cancellation

If the Exhibition is cancelled or materially affected due to a Force Majeure Event, the Organiser may, at its sole discretion, provide a credit or alternative benefit to the Exhibitor. The Exhibitor acknowledges that it has no entitlement to any refund or compensation unless required by law.

### 15. GENERAL

#### 15.1 Amendments

The Organiser may amend these Terms and Conditions where reasonably necessary for compliance with law, Venue Owner requirements, or the efficient operation of the Exhibition. The Exhibitor's Manual and any rules or directions issued by the Organiser form part of these Terms and Conditions and are binding on the Exhibitor.

#### 15.2 Governing Law

These Terms and Conditions are governed by the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of its courts.

#### 15.3 Severability

If any provision of these Terms and Conditions is illegal, invalid or unenforceable, it is severed and the remaining provisions continue in full force.

#### 15.4 Further Assurance

Each party must do all things reasonably required to give effect to these Terms and Conditions.

#### 15.5 Good Faith

Each party must act reasonably and in good faith in performing its obligations under these Terms and Conditions.

#### 15.6 Time of the Essence

Time is of the essence in respect of all obligations of the Exhibitor.

#### 15.7 Costs

The Exhibitor must pay all legal and recovery costs incurred by the Organiser in enforcing these Terms and Conditions on a full indemnity basis.

#### 15.8 Independent Advice

Each party acknowledges that it has had the opportunity to obtain independent legal advice before entering into these Terms and Conditions.

#### 15.9 Waiver

Failure or delay by the Organiser in exercising any right does not constitute a waiver. All rights and remedies are cumulative and do not exclude any rights at law.

### 16. INTERPRETATION

#### 16.1 Definitions

In these Terms and Conditions, unless the context otherwise requires:

- (a) **Bump In** means the period specified by the Organiser for delivery and installation of exhibits at the Venue.
- (b) **Bump Out** means the period specified by the Organiser for removal of exhibits from the Venue.
- (c) **Business Day** means a day on which banks are open for business in New South Wales, excluding public holidays.
- (d) **Civil Liability Legislation** means the relevant civil liability legislation of the State or Territory in which the Exhibition is held, including:
  - (i) Civil Liability Act 2002 (NSW);
  - (ii) Wrongs Act 1958 (Vic);
  - (iii) Civil Liability Act 2003 (Qld);
  - (iv) Civil Liability Act 2002 (WA);
  - (v) Civil Liability Act 1936 (SA);and any equivalent or replacement legislation.
- (e) **Direction** means any instruction, requirement, approval or notice issued by the Organiser or Venue Owner.
- (f) **Exhibitor** means the person or entity named in the Exhibitor Booking Form and includes its employees, agents and contractors.
- (g) **Exhibitor Booking Form** means the booking form completed by the Exhibitor.
- (h) **Exhibitor's Manual** means the manual issued by the Organiser (as amended from time to time).
- (i) **Exhibition** means the event specified in the Exhibitor Booking Form.
- (j) **Insolvency Event** means the occurrence of any insolvency-related event, including liquidation, administration, bankruptcy or any arrangement with creditors.
- (k) **Organiser** means Visual Connections Australia Limited.
- (l) **Principal Contractor** has the meaning given under applicable WHS Legislation.
- (m) **Venue** means the location specified in the Exhibitor Booking Form.
- (n) **Venue Owner** means the owner or operator of the Venue.
- (o) **WHS Legislation** means all applicable work health and safety laws and regulations in the relevant jurisdiction.

#### 16.2 Interpretation

Unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) a person includes an individual, company or other legal entity;
- (d) a party includes the party's executors, administrators, successors and permitted assigns.
- (e) a reference to legislation includes any amendment or replacement of it;
- (f) headings are for convenience only and do not affect interpretation;
- (g) money is Australian dollars, unless otherwise stated
- (h) "including" and similar expressions are not words of limitation;
- (i) if an act is required on a non-Business Day, it must be done on the next Business Day;
- (j) no provision is to be construed against a party merely because it drafted these Terms and Conditions.

I/We acknowledge that we have read and understood these Terms and Conditions, agree that they form part of this Contract, and undertake to comply with them and any additional rules or directions issued by Visual Connections Australia Ltd from time to time.

### ORDER CONFIRMATION

We acknowledge that this Contract for Exhibition Space is subject to the Terms and Conditions set out on pages 2, 3, 4, 5 and 6 together with any additional obligations (including those contained in the Exhibitor Manual) as notified by Visual Connections Australia Ltd from time to time.

This Contract is binding upon me/us upon acceptance by Visual Connections Australia Ltd.

I/We acknowledge that all deposits are non-refundable.

**A deposit equal to 20% of the total contract value is payable upon signing this Contract.**

A further **40%** of the contract value is due by **31 March 2026**, with the remaining **40%** due by **31 July 2026**.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorised Signatory: \_\_\_\_\_ Position: \_\_\_\_\_

(If executed by a company, this agreement must be signed by a director or authorised officer. If executed by a partnership, by a partner.)