

# CONTRACTING TERMS AND CONDITIONS

## The Contract

1. The term "Organiser" refers to ICMS Australasia Pty Ltd and includes associations, corporate and government bodies who have engaged ICMS Australasia Pty Ltd as their representative.
2. The term "Exhibitor" includes any person, firm, company or corporation and its employees and agents identifies in the Application Form or other written request for exhibition space.
3. A "contract" is formed between the Organiser and Exhibitor when the Organiser accepts the signed Application Form and receives a minimum of 50% of the total owing as a deposit. The Organiser will then issue a confirmation letter to the Exhibitor.
4. The Organiser may cancel the contract at their discretion if the agreed deposit is not received within 28 days of lodging the Application Form. Additionally the Organiser reserves the right to cancel the contract by returning the deposit within 28 days of receipt.

## The Application

5. An official Exhibition Application Form must be received to reserve the space.
6. The Organiser reserved the right to refuse application or prohibit any Exhibitor from participation without assigning a reason for such refusal or prohibition.

## Obligations and Rights of the Organiser

7. The decision of the Organiser is final and decisive on any question not covered in this contract.
8. The Organiser agrees to hold the exhibition however, reserves the right to postpone the exhibition from the set dates to hold the exhibition on other dates as near the original dates as possible, utilising the right only when circumstances necessitate such action and without any liability to the Organiser.
9. The Organiser agrees to promote the exhibition to maximise participation
10. The Organiser agrees to allocate the Exhibitor an exhibition space as close as possible to their desired location.
11. The Organiser reserves the right in unforeseen circumstances to amend or alter the exact site of the location of the stand and the Exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the Organiser.
12. The Organiser reserves the right to change the exhibition floor layout if necessary.
13. The Organiser is responsible for the control of the exhibition area only.
14. The Organiser may shorten or lengthen the duration of the exhibition and alter the hours during which the exhibition is open.
15. The Organiser agrees to provide the Exhibitor with an Exhibition Manual prior to the exhibition for the purpose of communicating required actions on the part of the Exhibitor.
16. The Organiser has the right to take action based on verbal or written directions including those contained in the Exhibition Manual. This is to ensure that all laws in connection with the exhibition are complied with, to prevent damage to person or property and to maximise the commercial success of the exhibition.
17. The Organiser may refuse without limitation to permit activity within the exhibition or may require cessation of particular activities at their discretion.
18. The Organiser reserves the right to specify heights of walls and coverings for display areas.
19. The Organiser reserves the right to disapprove the content and presentation of the Exhibitor catalogues, acknowledgements, handbills and printed matter with respect to the exhibition.
20. The Organiser may determine the hours during which the Exhibitor will have access to the exhibition venue for the purpose of setting up and dismantling.
21. The Organiser reserves the right to refuse any person including exhibitor staff, representatives, visitors, contractors and/or agents entry to the exhibition if they do not hold a purchased or complimentary entry card.
22. The Organiser will specify conditions relating to the movement of goods and displays, prior, during and after the exhibition.
23. The Organiser will specify any regulations with regard to sound levels including microphones, sound amplification, machine demonstrations and videos. The exhibitor agrees to abide by these.
24. The Organiser will arrange security onsite during the period of the exhibition but will not accept no liability for loss or damage.
25. The Organiser will arrange for daily cleaning of aisles outside the exhibition open hours.

## Obligations and Rights of the Exhibitor

26. The Exhibitor must ensure that all accounts are finalised and paid prior to the allocated exhibition move-in period.
27. The Exhibitor must use allocated space only for the display and promotion of goods and/or services within the scope of the exhibition.
28. The Exhibitor must make every effort to maximise promotion and commercial benefits of participating in the exhibition.
29. The Exhibitor must comply with all directions/requests issues by the Organiser including those outlined in the Exhibition Manual.
30. The Exhibitor must comply with all applicable laws, including laws in relation to occupational health & safety. The Exhibitor will therefore act with care to avoid damage to persons or property in the exhibition.
31. The Exhibitor must ensure the cleanliness and tidiness of their allocated space. Upon the conclusion of the exhibition the Exhibitor will promptly remove all exhibits, tools and other materials. If the Exhibitor fails or refuses to do so, the Organiser will make arrangements for this to be done by an external party at a cost to be paid by the Exhibitor.
32. The Exhibitor will not display an exhibit in such a manner as to obstruct or affect neighbouring exhibitor. This includes blocking or projecting light, impeding or projecting into aisles or neighbouring exhibition spaces.
33. The Exhibitor will submit plans and visuals of custom designed exhibits to the Organiser for approval prior to the commencement of the exhibition. Exhibitors failing to do so may be denied access to the exhibition to build or may be requested to cease building. A valid Insurance Certificate of Currency for independent exhibition contractors will also be submitted prior to the Organiser granting this company access to the exhibition area.
34. The Exhibitor is responsible for all items within their allocated exhibition space.
35. The Exhibitor agrees to adhere to all fire regulations and will refrain from using flammable or dangerous materials within the exhibition. Written approval must be sought from the Organiser if flammable or dangerous materials are required for the success of the exhibit.
36. The Exhibitor will not use nails, screws or other fixtures on any part of the premises including walls and floor unless authorised by the Organiser. In any case all permanent damage will result in the Exhibitor being invoices for all repairs.
37. The Exhibitor acknowledges that the Organiser has a preferred freight forwarder and agrees to comply with all instructions relating to delivery times. If an alternate freight forwarder is engaged, the Exhibitor acknowledges that the Organiser will not be able to provide assistance in tracking lost deliveries. The Exhibitor agrees that the Organiser will not be liable for any goods rejected by the venue, lost or damaged prior to the delivery date specified or on return.
38. The Exhibitor agrees to abide by requests made by the Organiser to stop any activity that may cause annoyance to others in the exhibition.
39. The Exhibitor agrees to conduct all business transactions within their allocated exhibition space unless otherwise approved by the Organiser.

## Storage of goods

40. Unless otherwise communicated storage will not be provided onsite at the exhibition. Under no circumstance are goods permitted to be stored in public access areas.

## Stand Services and Construction

41. Official contractors will be appointed by the Organiser to undertake stand construction and freight forwarding plus supply furniture, electrics, telecoms and IT equipment. This is for insurance and security reasons. All non-official contractors wishing to enter the exhibition are required to produce current Certificates of Currency for Insurance, Public Liability and OH&S. Access will be denied without such documentation.

## Insurance and Liability

42. All Exhibitors must have Public Liability Insurance for the period of the exhibition and must be able to produce this documentation immediately at the request of the Organiser.
43. Exhibitors must insure, indemnify and hold the Organiser harmless in respect of all damages, injuries, costs, claims, demands, expenses and interest for which the Organiser may become liable.
44. Whilst the Organiser will endeavour to protect exhibition property whilst on display at the exhibition, it must be clearly understood that the venue, the Organising Committee and the Organiser cannot accept liability for any loss or damage to property sustained or occasioned from any cause whatsoever.
45. The Organiser shall not be liable for any loss, which exhibitor may incur as a result of the intervention of any Authority, which prevents the use of the premises or any part thereof in any manner whatsoever.
46. The Organiser will not be liable and makes no guarantee of the number of visitors to the exhibition. Equally the Organiser will not be accountable for the level of commercial activity generated.

## Payment & Cancellation

47. The Exhibitor has seven (7) days in which to make their final payment when it falls due. After this time the space will be available for sale to another company. All deposits paid will automatically be forfeited and NO refund will be made. NO exhibitor shall occupy allocated exhibition space until all monies owing to the Organiser by the Exhibitor are paid in full.
48. In the event that the Exhibitor fails to occupy their allocated exhibition space by the advertised opening time, the Organiser is authorised to occupy this space in any manner deemed to be in the best interest of the Exhibition. The Exhibitor contracted to this space will remain liable to all Terms and Conditions of Contract and will not be eligible for a refund.
49. Withdrawal – if the Exhibitor withdraws its exhibition commitment they will be liable for the following payments in accordance with the below:
  - a. 12 months or more to the first day of the exhibition – 75% refund on sponsorship and exhibition amount
  - b. 6-12 months prior to the first day of the exhibition – 50% refund on sponsorship and exhibition amount
  - c. Less than 6 months prior to the first day of the exhibition – No refund on sponsorship and exhibition amount
  - d. If notice of cancellation is received and full payment for funds owing has not been received, the Exhibitor will be invoiced for the difference to satisfy the above and below cancellation and refund policy. Payments must be made within 7 days of receipt of invoice.
50. Cancellation – if the event is cancelled due to unforeseen circumstances, the Organiser will not be liable to the Exhibitor for any loss incurred by the Sponsor or Exhibitor as a result of the cancellation, however all monies paid for any sponsorship and exhibition will be refunded.
51. Rescheduling – if the event is rescheduled for any reason and the Sponsor or Exhibitor does not wish to participate in the exhibition at the rescheduled dates, the Organiser will not be liable to the Exhibitor for any loss incurred by the Exhibitor as a result of the rescheduling, and the Exhibitor will only be liable for 25% of the total sponsorship and exhibition cost with the remaining funds being refunded.
52. If the event transfers to an online or hybrid format and the Sponsor or Exhibitor does not wish to participate in the event in the online format, the Organiser will not be liable to the Sponsor or Exhibitor for any loss incurred as a result of the online format. The Sponsor or Exhibitor will be liable for up to a maximum of 25% of the total sponsorship or exhibition cost, including 10% administration plus a scale of value dependant on the level of entitlements already delivered, such as a promotion and branding.
53. Booth availability may be limited or restricted and allocations and available quantities will be advised upon processing your application.