

# TERMS & CONDITIONS

## SafetyWA 2005 Conference VERTICAL EVENTS TERMS AND CONDITIONS OF EXHIBITION SPACE

### 1. Compliance with Terms and Conditions

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- 1.1. Vertical Events ("Company") and its designated servants or agents reserve the right to alter or add to these Terms and Conditions as may be necessary for compliance with any laws or with any directions given by the Owner/Lessor of the Conference Site, and generally for the efficient running of the Conference. The "Exhibitor" includes all employees and/or agents of any company, partnership or individual exhibiting term "Conference" shall mean the SafetyWA 2005 Conference to be held in Fremantle, Western Australia at the Esplanade Hotel Fremantle, 15 and 16 November 2005.
- 1.2. The Exhibitor agrees to comply with all directions and legal requirements of all Government bodies and with these terms and conditions during the currency of the Conference

### 2. Licence to Exhibit

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- 2.1. Allotment of space to an exhibitor, which will then constitute a licence to exhibit and not a tenancy, will follow acceptance of an Exhibitor's application for Exhibition Space. The Company reserves the right at any time to alter the size, shape or position of the floor plan as may be necessary for the best interests of the Conference. A cost adjustment will be made to any Exhibitor in the event of any reduction of their display space.
- 2.2. Exhibits must fall within the scope of the Conference. No other exhibit or products (including demonstration machinery) are to be displayed without prior written consent of the Company.

### 3. Risk

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- 3.1. The Exhibitor uses the premises and its facilities at its own risk.
- 3.2. All property brought on the premises by the Exhibitor shall be at the Exhibitor's risk.

### 4. Services

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- 4.1. The contractual price (unless otherwise stated by the Company) does not include the following:
  - a) connections for electricity, water, gas, waste, compressed air etc;
  - b) loading and handling equipment and staff;
  - c) advertising catalogue or handbill;
  - d) telephones;
  - e) insurance,
  - f) dressing of stand
- 4.2. The design of all stands and exhibits and their weight or character is subject to the prior approval of the Company. Their construction, erection and dismantling shall be carried out under the supervision of and subject to conditions laid down by the Company. Any stand considered not to be in the best interests of the Conference may be removed or altered by the Company at the expense of the Exhibitor.

### 5. Cancellation Policy

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- 5.1. The authorisation of the purchase of an exhibition booth is a legally binding agreement and is non-cancellable other than by exception agreement with the company.

Exception will not be made when the exhibitor is placed in receivership, under administration or other applicable court order.
- 5.2. Cancellation by Vertical Events for reasons than otherwise stated on this document will receive a 100% refund.

### 6. Exhibitor's Obligations

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- 6.1. The Exhibitor is at all times during the Conference:
  - a) required to keep their stand open to view and properly staffed by competent representatives;
  - b) responsible for the maintenance of their stand and display space in a clean and tidy condition;
  - c) required to display any business only from their display space and to keep passageways in front of their display space free from obstruction;
  - d) prohibited from disposing of or parting with stock on display for cash payment (including food, drink, tobacco or promotion aids), unless prior written consent is obtained from the Company;
  - e) prohibited from holding or allowing to be held at auction, lottery, game of chance or sideshow;
  - f) prohibited from sublicensing, sharing or parting with possession of their display space;
  - g) prohibited from operating any type of machinery or equipment at a sound level which because of its loudness, is likely to cause nuisance or annoyance to neighbouring Exhibitors or visitors;
  - h) prohibited from doing anything which, in the opinion of the company may bring discredit upon the Conference.
- 6.2. The Exhibitor undertakes to have their display space ready, with all exhibits available for display and completed by the time specified by the Company preceding the opening of the Conference. Should the balance of costs due to the Company not have been paid, the Exhibitor will not be permitted to occupy their stand, and will forfeit to the Company all their rights under this Agreement and the Company shall be entitled to take possession and use the space for their own purposes and may allot the space to another Exhibitor.

### 7. Signs, Posters and Attachments

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- 7.1. The Exhibitor shall not permit any of the following without the prior written consent of the Company.
  - a) fastening of nails, hooks, adhesive fastenings, tacks or screws;
  - b) attachment of signs, posters or any advertising/promotional material outside the premises utilised by the event;
  - c) any other fastening or attachment tending to injure or deface the premises.

### 8. Broadcast, Recording and Advertising Rights

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- 8.1. No recording or broadcast of the Conference shall take place without the prior approval of the Company and shall take place on such terms and conditions as the Company may specify.
- 8.2. All advertising, publicity and promotional material whether printed, manufactured or broadcast must be approved by the Company prior to its release.
- 8.3. All commercial photography and video must be approved by the Company.

### 9. Objectionable Uses or Persons

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- 9.1. Any use of the premises which is in violation of any laws shall be a violation of this Agreement and shall be grounds for immediate termination.
- 9.2. Any person, whose conduct is objectionable, disorderly or disruptive to the premises, or in violation of any law, shall be refused entrance or shall be immediately ejected from the premises.
- 9.3. The Company reserves the right to refuse any person admission to the Conference without assigning any reason. It is the responsibility of the Exhibitor to see that passes which, on request will be supplied to their staff, are not misused or lent to other persons.

### 10. Copyrights and Proprietary Material

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- 10.1. The Exhibitor shall obtain all necessary licences and shall pay all costs and fees arising from the use of copyrighted materials, or any other property subject to any trademarks, patent or other proprietary rights, which is used or incorporated in the Conference.
- 10.2. The Exhibitor shall indemnify the Company for any loss whatsoever from the use of any such material.

### 11. Breach of Exhibitor's Covenants

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- 11.1. Following acceptance by the Company of the Exhibitor's application for display space, should the Exhibitor be then unable or unwilling to perform their part of the Agreement, or fail to comply with these Terms and Conditions, or otherwise breach the Agreement, the Company may retain the deposits paid as liquidated damages in reimbursement of management costs and other fees and expenses incurred by the Company. The Exhibitor shall thereafter be prohibited from occupying their display space and stand and shall immediately remove the exhibits from the Conference site in accordance with the Company's directions. Alternatively, the Company may do so at the Exhibitor's cost and dispatch such exhibits to the address stated in the Exhibitor's Application.

### 12. Indemnity and Insurance

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- 12.1. The Exhibitor shall indemnify and keep indemnified the Company against all actions, liabilities, proceedings, claims, costs and expenses which the Company may suffer, incur or sustain in connection with or arising in any way whatsoever out of the use of the premises by the Exhibitor.
- 12.2. All goods held on site remain the responsibility of the exhibitor. The Company is not responsible for loss or theft from the exhibition.

### 13. Force Majeure

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- 13.1. If the holding of the Conference or the Company's obligations to the Exhibitor are delayed, prevented, postponed or rendered impractical or abandoned by reason of fire, storm, lightning, national emergency, labour dispute, strike, lockout, civil disturbances, explosion, inevitable accident or any cause not within the control of the Company whether of the same sort or not, or the Conference site becomes whole or partially unavailable for the holding of the Conference, the Company may elect to terminate immediately without liability whatsoever for any expenditure or liability or loss, including consequential loss incurred by the Exhibitor.
- 13.2. If this Agreement is terminated pursuant to clause 12.1, the Company shall be entitled to retain any money paid to it to the date of termination by the Exhibitor.

### 14. P.A. System

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- 14.1. The Company will manage the official P.A. System – no other P.A. Systems are to be used.

### 15. Deliveries to SafetyWA 2005 Conference

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- 15.1. The Company will not take delivery of any goods, packages or other material on behalf of an Exhibitor nor will the company accept responsibility for any items of delivery or items that have been delivered to the site in the absence of the Exhibitor, his agent or his contractor.

### 16. Storage

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- 16.1. Limited storage will be available at the premises. Exhibitors will be responsible for the removal of packing cases from the Conference site. Cartons should not remain on the stand during the Conference and should not hinder access in aisle ways or doorways during move-in, move-out or during the Conference.

### 17. Failure by Exhibitors to Appear

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- 17.1. Failure to appear at the Conference will be considered a breach of contract and there will be no refund of fees.