

THE CONTRACT

- 1) In this Contract, Reed Exhibitions Australia Pty Ltd ABN 47 000 146 921 is 'we', 'us' and 'our'. The person applying in writing (the Application) for an exhibition space (the Space) is 'you' and 'your'.
- 2) This Contract replaces all previous representations and agreements. It can only be amended in writing that we sign.
- 3) These Terms and Conditions apply to all Exhibition Contracts between you and us in the one calendar year.

OUR RIGHTS AND RESPONSIBILITIES

- 4) We will:
 - a) organise and hold the Exhibition
 - b) promote the Exhibition
 - c) make reasonable efforts to offer you the Space specified in your Application
 - d) help visitors to move between Exhibition venues.
- 5) We do not guarantee Exhibition visitor numbers or any level of commercial activity. We can cancel the Exhibition by writing to you before it starts. If so, we will refund your fees within 30 days.
- 6) We may change the Exhibition including, but not limited to:
 - a) changing your Space and reducing your fee in proportion to any reduction in size
 - b) changing the date
 - c) changing how long it runs for
 - d) changing visitor opening hours
 - e) moving the venue to another place in the same city
 - f) extending the venue in a separate area from the main venue
 - g) using multiple venues.
- 7) We can ask you to:
 - obey the relevant laws
 - prevent any damage
 - maximise the Exhibition's commercial success.

We can do this verbally, in writing and in the Exhibitor Manual that we will make available to you. Our directions include, but are not limited to:

 - a) refusing to allow, or stopping displays, product demonstrations or other uses of your Space
 - b) specifying display area wall heights and coverings
 - c) approving or disapproving the content and presentation of your materials
 - d) deciding times you can set up and dismantle displays
 - e) deciding how you, your employees, contractors or agents use Exhibition entry cards
 - f) setting conditions for moving goods and displays before, during and after the Exhibition
 - g) setting restrictions on taking photographs
 - h) specifying how you can use microphones, sound amplifiers, films, videos, DVDs, and how you can demonstrate machines
 - i) making health and safety requirements.
- 8) We may assign any of our rights under this Contract.

YOUR RIGHTS AND RESPONSIBILITIES

- 9) You are not a tenant of the Space. You cannot transfer it, share it or assign your rights to another person without our written permission. If we do give our written permission, both you and the person to whom you assign your rights must agree to this contract.
- 10) You must:
 - a) use your Space only to display and promote goods and/or services in keeping with the Exhibition
 - b) make the most of your Space's promotional and commercial opportunities
 - c) follow our directions as soon as possible and pay any associated costs
 - d) follow relevant laws, meet OH&S and venue guidelines, and avoid damaging a person or property
 - e) keep your Space clean and tidy, and immediately remove all your materials when the Exhibition ends. If you do not, we will charge you a fee to do so.
 - f) not do anything that may interfere with the smooth running of the Exhibition, including, but not limited to, encouraging Exhibition visitors to view goods and services in another location.

PRICE AND PAYMENT

- 11) You must pay us fee instalments in cleared funds as we specify in the Application and the Contract. If we cancel the contract because of your breach, you are liable to pay us a cancellation fee in line with Clause 16.
- 12) Unless we specify otherwise, you will have to pay us other costs, as well as your fee, for:
 - a) services and connections including, but not limited to, electricity, water, gas, waste, compressed air, Internet access, and telephone
 - b) loading and handling equipment, and staff
 - c) duties and taxes including GST
 - d) advertising and promotional material
 - e) insurance
 - f) display stands, dressing, and display items
 - g) cleaning.
- 13) Under the *Payment Systems (Regulation) Act 1998* and the *Payment Systems (Regulation) Regulations 2003* we may charge you a fee if you pay by credit card and if we do, we will include this information on our tax invoices.

OUR REMEDIES

- 14) If you breach the Contract, we may remedy it by:
 - a) reallocating your Space or refusing you access to it
 - b) remedying your breach without advising you and requiring you to pay for the cost of our actions
 - c) asserting and maintaining a lien over your goods and materials. This means that we will hold these until you pay the money you owe us
 - d) cancelling the Contract without further notice if you do not respond to our request to fix the breach within 7 days
 - e) removing you from the Exhibition and your Space and cancelling the Contract if you break any law.
- 15) If you do not pay your instalment fees by the due date, we will charge you a late payment fee of 2.5% each month on all outstanding money.
- 16) If you breach or cancel the Contract, we will claim a cancellation fee from you and revoke all discounts granted in the contract. The cancellation fee will be a percentage of the full, non-discounted value of the Contract as follows:
 - 10% if you cancel twelve months or more before the opening date of the Exhibition
 - 50% if you cancel between twelve and six months before the opening date of the Exhibition
 - 75% if you cancel between six and three months before the opening date of the Exhibition
 - 100% if you cancel less than three months before the opening date of the Exhibition.

RISK AND INSURANCE COVER

- 17) You agree that the Exhibition site can be hazardous. You will take due care to prevent injury and property damage. We are not responsible for any damage caused by your acts or omissions. You must use our incident report form to tell us in writing about any site incident and give us supporting evidence. You must give us proof of current public liability insurance for \$10 million with an insurer that we approve of well before the Exhibition starts. Your insurance cover must begin least 14 days before the Exhibition starts and continue until the end of the move-out period. If you do not have public liability insurance, we can arrange it for you.
- 18) You must not share your space without our written permission. If we permit you to share all or part of your Space with another person (Coexhibitor) we need their details within 14 days after you sign the Contract and they must agree to these Terms and Conditions. We will charge you a separate public liability insurance fee for each Coexhibitor if you do not give us a separate certificate of currency for them.

WARRANTIES AND LIABILITIES

- 19) As allowed by law, or except where this Contract states, we:
 - a) do not make any representations or warranties about you or your Space
 - b) are not liable for any person's injury or death, property damage, economic loss, or any indirect, special or consequential damages to do with the Exhibition
 - c) exclude all conditions and warranties implied by custom, general law or statute
 - d) limit our liability under any implied condition or warranty, at our option, to re-supply an affected service or pay for it to be resupplied.
- 20) You indemnify us from and against any claims, damages, losses and costs we may incur because of:
 - a) any breach of the Contract that you make
 - b) any of your displays or product demonstrations
 - c) any of your acts or omissions to do with the Exhibition, including any negligence and wrongdoings.
- 21) Except where the law otherwise requires, in a claim for damages by one party against another, including a third party claim, the recoverable damages claim must reflect just and equitable responsibility for the damage.
- 22) You agree not to sell or intend to sell goods at the Exhibition that misrepresent or infringe intellectual property rights. You indemnify us from and against any and all claims, damages, losses and costs we may incur if you breach this agreement.

ADVERTISING

Clauses 23 to 37 outline our Publication Material terms and conditions. Material is any form of publication advertising you give us or that we create for you. Publication is any publication that we own or control, including exhibitor listings, trade guides, signage, posters, and websites. If you do not exhibit at the Exhibition you must pay our full, 'non-exhibitor' advertising rates.

GIVING US MATERIAL

- 23) When you give us Material you warrant that:
 - a) you own it or have the right to use and publish it
 - b) it does not breach any law or any other person's rights
 - c) you can legally represent the individual, entity, product or service in the Material
 - d) you agree to these terms and conditions and will pay our rates.
- 24) You must give us all Material by the deadline that we set.
- 25) If we do not receive your Material by the deadline, we will consider that you have cancelled the advertising. We will charge you a cancellation fee in accordance with Clause 16.
- 26) If you want to cancel your advertising, you must tell us in writing. We can refuse to cancel it and will not cancel it if

- the publication has gone to press. If we agree to cancel it, you must pay us a cancellation fee in accordance with Clause 16.
- 27) If we accept Material after the deadline you cannot cancel it, or stop us from publishing it.
 - 28) All Material you give us must meet our requirements. If it does not, you must re-supply it or, if you require us to modify it, we will give you a quotation for production fees that we will charge you.
 - 29) We are not liable for any loss or damage to the Material. We are also not responsible for returning Material to you.

OUR PRICING

- 30) Our prices are listed in our rate card. We may change our rates and these terms and conditions without notifying you.
- 31) If you do not pay us the full amount in Australian dollars by the due date on our invoice, we may take your Material out of the Publication or charge you a late payment fee in accordance with Clause 15.

PUBLISHING MATERIAL

- 32) We may:
 - a) refuse to publish Material
 - b) remove existing Material from a Publication without telling you
 - c) choose where to place Material in a Publication.

LIABILITY

- 33) This Contract is not cancelled by printer's error, casual displacement, omission, inability or failure to publish the Material.
- 34) We will take every care to include the Material in the Publication, but we are not liable for any loss if it is not included.
- 35) If we cannot publish the Material, we are only liable to refund you the maximum amount you paid us to publish it.
- 36) As far as possible, these terms and conditions nullify all other legal warranties including those under trade practice laws in Australia.
- 37) You indemnify us for all claims against us and any loss or damage to us from publishing the Material because of:
 - a) you breaching your warranty in Clause 23
 - b) any allegation that we have breached third-party intellectual property rights
 - c) any other liability we may be exposed to.

GENERAL ISSUES

- 38) All Contract references to time mean as soon as possible, unless we state otherwise.
- 39) We are not liable for any expenditure, liability or loss, including consequential loss, nor will we be in default for any delay, failure or interruption because of:
 - acts of God, civil or military authority, public enemy, terrorism
 - epidemics, war, accidents, fires, explosions, earthquakes, floods, the elements
 - strikes, labour disputes, shortages
 - failure of electrical power, lifts, transportation, postage, air conditioning
 - the availability of appropriate premises
 - insufficient exhibitor numbers
 - visitor non-attendance
 - any prevailing commercial circumstances or causes beyond our control.
- 40) After this Contract ends, clauses 9 to 22 remain valid for:
 - your rights and responsibilities
 - price and payment
 - our remedies
 - risk and insurance cover
 - warranties and liabilities.
- 41) Any part of this Contract that is not legal or enforceable may be removed, but all other terms and conditions will stay in force.
- 42) NSW laws and the jurisdiction of NSW courts govern this Contract.
- 43) You agree to give us your consent under privacy laws to:
 - a) use your personal information for internal purposes, including accounts processing, exhibitor analyses, event invitations
 - b) give your personal information to exhibition contractors and our members worldwide to develop our exhibition businesses and services.

Please write to us if you do not wish us to use your personal information in this way.
Our privacy policy is in the exhibition manual or at www.reedexhibitions.com.au/site/privacy.

Accepted by (signature)

Name and position

Date

Company

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