

## Terms and Conditions

### 1. Definitions

- 1.1 The Authorities include the Commonwealth of Australia, the State Government, the local authorities and the lessor or operator of the Exhibition Venue.
- 1.2 The Contract is the contract referred to in clause 2.3
- 1.3 The Contract Fee means the total cost of the Space detailed in the Space Application which amount is inclusive of GST.
- 1.4 The Deposit means the portion of the Contract Fee detailed in the Space Application.
- 1.5 The Exhibition is the exhibition detailed in the Space Application.
- 1.6 The Exhibition Venue is the place where the Exhibition will be held, detailed in the Space Application.
- 1.7 The Exhibitor is the applicant whose details are set out in the Space Application and where not inconsistent with the context, a reference to Exhibitor includes all reference to all of its officers, employees, agents or contractors.
- 1.8 The Exhibitor Manual means relating to the Exhibition supplied by the Organiser to the Exhibitor with this Contract or which will, in any event, be made available to the Exhibitor either in hard copy or on-line at least 3 months before the Exhibition and includes all amendments to or revisions of that manual made by the Organiser from time to time during the term of this Contract.
- 1.9 The Insurance Fee is the fee for public risk/product liability insurance taken out by the Organiser and is the amount detailed in the Space Application.
- 1.10 The Move-in is the time specified by the Organiser for the Exhibitor to set up displays prior to the opening of the Exhibition.
- 1.11 The Move-out is the time specified by the Organiser for the Exhibitor to dismantle and remove displays following the conclusion of the Exhibition.
- 1.12 The Organiser of the Exhibition is It's About Books Pty Ltd.
- 1.13 The Rules & Regulations means the rules and regulations contained within the Exhibitor Manual which forms part of the Contract.
- 1.14 The Space means the Space within the Exhibition Venue detailed in the Space Application under "Stand Details."
- 1.15 The Space Application means the form on the reverse side of this terms and conditions.

### 2. Application for Space

- 2.1 An application for Space in the Exhibition shall be made by completing the Space Application and returning it to the Organiser. The Organiser reserves the right to accept or reject the application.
- 2.2 The Organiser may accept an application of Space by either:
  - (1) signing a copy of the completed Space Application and returning it to the Exhibitor; or
  - (2) notifying the Exhibitor in writing or by email that the application has been accepted.
- 2.3 When accepted by the Organiser, the Space Application becomes a binding contract between the applicant as Exhibitor and the Organiser. The Exhibitor agrees to exhibit and to be bound by these terms and conditions of exhibiting and the Rules & Regulations, and any rules and regulations imposed by the Authorities.
3. **Space allocation**
  - 3.1 The Organiser grants to the Exhibitor a licence to use the Space to participate in the Exhibition. The grant of the licence does not constitute the grant of a right of tenancy. The Organiser reserves the right to alter the floor plan and configuration of any stand and shall only make an adjustment to the Contract Fee if the overall size of the Space is reduced.
  - 3.2 An Exhibitor wishing to reduce its space must make a request in writing to the Organiser and if the request is received by the Organiser:
    - (1) 60 days or more prior to the commencement of the Exhibition and it is approved, the Organiser may, in its absolute discretion, reduce the Contract Fee by 70% of that part of the Contract Fee that relates to the Space reduced; or
    - (2) less than 60 days prior to the commencement of the Exhibition and it is approved, the full Contract Fee is payable, unless otherwise reduced by the Organiser, in its absolute discretion.

### 4. Exhibits

All exhibits must be directly related to the Exhibition profile and all products shown on the Exhibitor's stand must be those that the Exhibitor or related companies nominated at the time of applying for the Space and detailed in the Space Application.

### 5. Retail sales

Retail sales are only permitted if the Exhibition is open to the general public or at the Organiser's discretion.

### 6. Conduct and Canvassing

- 6.1 Exhibitors must at all times act responsibly and must not, by their actions, cause a nuisance to other Exhibitors or act in a manner that could damage the reputation of the Exhibition of the Organiser or adversely impact the running of the Exhibition.
- 6.2 Exhibitors must not canvass or distribute promotional material other than from their own stand.

### 7. Subletting

Exhibitors may not sub-license their Space or assign rights or obligations without the written permission of the Organiser.

### 8. Terms of payment

- 8.1 The Organiser will issue a tax invoice to the Exhibitor for the Deposit which shall be payable by the Exhibitor to the Organiser by the date specified in the Space Application. In the event that the Exhibitor breaches this Contract, the Deposit shall be forfeited and taken into account in calculating withdrawal fees in accordance with clause 10.
- 8.2 The Organiser will issue a tax invoice to the Exhibitor for the balance of the Contract Fee which shall be payable by the Exhibitor to the Organiser by the date specified in the Space Application. Where an application for Space is received after this date, the total Contract Fee is due and payable immediately.

- 8.3 The Exhibitor is responsible for settling all accounts for expenses incurred by it, its agents, employees or contractors in connection with the Exhibition and must discharge such liabilities immediately upon request by the Organiser.

### 9. Termination

- 9.1 The Exhibitor acknowledges and agrees that clauses 7, 8 and 10 – 19 are essential terms of this Contract and if the Exhibitor fails to comply with any of them, the Organiser may terminate this Contract by giving 3 business days' written notice to it.
- 9.2 Notwithstanding clause 9.1, the Organiser may terminate this Contract:
  - (1) without cause prior to the commencement of the Exhibition upon giving one month's notice to the Exhibitor; or
  - (2) if the Exhibitor or any of its officers becomes a defendant in any legal proceedings, involved in any inquiry (including any formal investigations by a governmental authority) or is otherwise the subject of publicity which relates, directly or indirectly, to the subject matter of the Exhibition or which may, in the opinion of the Organiser, have a negative impact on the reputation or success of the Exhibition.
10. **Withdrawal by Exhibitor**
  - 10.1 **Withdrawal by the Exhibitor**
    - (1) If the Exhibitor fails to make the payments prescribed by clause 8 or fails to occupy all or part of the Space, the Organiser reserves the right to re-let the Space to another applicant and to recover damages in the form of withdrawal fees as detailed in clause 10.1(2)
    - (2) If the Exhibitor withdraws from the Exhibition it will forfeit the Deposit. Exhibitors withdrawing from the exhibition more than 120 days before the first open day are liable for 25% of the total amount due. Where withdrawal is between 60 and 120 days (inclusive) prior to the date of commencement of the Exhibition the Exhibitor will be liable to pay to the Organiser an amount equal to the 60% of the Contract Fee. If the Exhibitor withdraws from the Exhibition on a date later than 60 days prior to the date of commencement of the Exhibition the Exhibitor will be liable to pay to the Organiser an amount equal to 100% of the Contract Fee. By signing the Space Application the Exhibitor acknowledges that these amounts are reasonable pre-estimates of the typical loss which would be incurred by the Organiser arising from the Exhibitor's withdrawal from the Exhibition or breach of contract during these periods. If the Exhibitor wishes to withdraw from the Exhibition it must send written notice of the same to the Organiser.
  - (3) For the purpose of clause 10.1(2) an Exhibitor will be taken to have withdrawn from the Exhibition if:
    - (a) the Exhibitor indicates to the Organiser that it may not participate in the Exhibition;
    - (b) the Organiser requests the Exhibitor to confirm its participation in accordance with this Contract in writing or by email; and
    - (c) the Organiser has not received that confirmation within 3 business days after requesting it.
  - (4) Amounts payable pursuant to clause 10.1(2) on withdrawal by the Exhibitor must be paid to the Organiser irrespective of whether the Organiser incurs a loss as a result of the Exhibitor's withdrawal.

### 10.2 Visa requirement

If the Exhibitor requires a visa to be issued by the Australian Government Department of Immigration and Multicultural and Indigenous Affairs, it should apply for a visa well in advance of the date of commencement of the Exhibition. The Organiser is not obliged to provide a refund of the Deposit or to waive any or all of the withdrawal fees detailed in clause 10.1(2) if the Exhibitor withdraws or is taken to have withdrawn from the Exhibition as a consequence of, directly or indirectly, failing to obtain the visa.

### 11. Compliance with regulations

The Exhibitor must procure that any party with which it participates in the Exhibition as part of a group stand complies with all applicable laws, any rules and regulations imposed by the Authorities and with the terms and conditions of this Contract. If the Exhibitor fails to do so, the Organiser may remove or alter all or any part of the Space or of the Exhibition in order to rectify the failure to comply, in which case the Organiser will not be liable for any loss or damage whatsoever sustained as a result.

### 12. Stand limits

No part of the stand or any display may extend or project beyond the allotted dimensions of the Space. Stands must not exceed a maximum height of 2.4 metres without the permission of the Organiser. No items may project into the aisles.

### 13. Shell Scheme Stands

Shell scheme stands will be provided with walls, carpet, lighting and a fascia panel (which may not be altered, removed or covered in any way) with the Exhibitor's names and stand number.

### 14. Space Only Sites

Exhibitors booking space only sites are responsible for the construction of their exhibition stand including flooring and walls and must not used, including for display, the walls of adjoining stands or the perimeter walls of the Exhibition Venue.

### 15. Shell Scheme Stands to Space Only Sites

Exhibitors wishing to change from a shell scheme stand to space only site must seek the approval of the Organiser to ensure the latter option is available in the Space. If approval is granted then the Exhibitor must enter into a new contract with the Organiser. If the change is made more than 30 days before the Exhibition, the Organiser will refund the difference in the Contract Fee between the shell scheme stand and the space only site.

### 16. Safety, fire, health and other laws

All fire, safety, health and other laws, rules and regulations imposed by the Organiser (including the Rules & Regulations and the Organiser's Occupational Health & Safety policy) or the Authorities must be strictly observed by the Exhibitor. All rules, regulations and policies are available upon request from the Organiser.

### 17. Insurance

- 17.1 Payment for Insurance is due concurrently with the stand deposit payment, if applicable. For stands where the full cost is payable, payment for Insurance is due concurrently with the full stand payment. The Exhibitor may choose to hold its own public risk/product liability insurance covering liabilities up to \$10 million for the period from the beginning of the Move-in to the last day of Move-out. If the Exhibitor, at least 21 days before the Exhibition, provides the Organiser with the certificate of insurance confirming that the policy have been effected, the Organiser will refund the Insurance Fee to the Exhibitor.
- 17.2 The Exhibitor must also hold general property and employer's liability insurance policies to the satisfaction of the Organiser for the period from the beginning of the Move-in to the last day of Move-out. Such insurance cover must insure the Organiser against any loss as a result of any action or claim arising out of any act or default by the Exhibitor. If requested by the Organiser, the Exhibitor must provide the Organiser with the certificates of insurance confirming that the policies have been effected.
18. **Exclusion of liability**
  - 18.1 **Exclusion of liability**
    - (1) The Organiser gives no warranty and makes no representation: that the Exhibition will attract any or any minimum number of visitors or will achieve any or any particular outcome for the Exhibitor;
    - (b) as to the completeness or accuracy of all the information provided by the Organiser.
  - (2) The Organiser is not liable to the Exhibitor for any loss arising out of any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of any stands or for the entry, sighting or removal of exhibits, or from the failure of any services normally provided at the Exhibition Venue, or for the amendment or alteration to all or any part of the Rules & Regulations or imposed by any of the authorities caused by circumstances not under the Organiser's control.
  - (3) In no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of loss or damage to the Exhibitor, direct or consequential arising from the prevention, cancellation, postponement, abandonment or part-time opening or relocation of the Exhibition either wholly or in part if for any reason beyond the Organiser's control the Exhibition facility becomes wholly or partially unavailable for the holding of the Exhibition. In such an event, the Organiser shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organiser considers reasonable. If, in the opinion of the Organiser, by rearrangement or postponement of the period of the Exhibition, or by substitution of another hall or building or in any other reasonable manner the Exhibition can be carried on, this Contract shall be binding upon the parties, except as to the size and position of the Space, which the Organiser may modify as it deems necessary under the circumstance.
  - (4) The Organiser assumes no risk and the Exhibitor releases the Organiser from liability for loss or damage to person or goods.
  - (5) Without limiting the preceding clause, in no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of loss or damage to the Exhibitor's property occasioned by theft, fire, accidental loss or damage, other insurable event or otherwise.
- 18.2 The liability of the Organiser to the Exhibitor for all claims relating to the Exhibition or this Contract (including in relation to a termination pursuant to clause 9), in contract, tort or otherwise, shall not exceed the amount of the Contract Fee actually paid to the Exhibitor by the Exhibitor in connection with the Space Application. In no event shall the Organiser be liable to the Exhibitor for any consequential, indirect, special or incidental damages, even if the Organiser has been advised of the possibility of that potential loss or damage.
19. **GST**

Except where express provision is made to the contrary, and subject to this clause, any amount that may be payable under the Contract is exclusive of any GST. If a party makes a taxable supply in connection with this Contract for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
20. **Acknowledgement**

The Exhibitor acknowledges that it has made an independent evaluation of the terms and conditions of this Contract and all information provided to it by the Organiser in relation to the Exhibition and that it has verified or will verify all information upon which it intends to rely to its own satisfaction.
21. **Privacy Act**

It is a condition of participation in the Exhibition that the Exhibitor's contact details may be forwarded to approved service providers appointed by the Organiser.
22. **Severability**

If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.
23. **Governing laws**

The laws of the State of NSW will apply to this Contract and any dispute or court proceedings must be heard in the State of NSW.