

## Terms and Conditions As of 2nd July 2024

### 1. Definitions

- 1.1 **Applicant** means the person who applies for a space in the Exhibition in accordance with clause 2.1.
- 1.2 **Authorities** means the Commonwealth of Australia, the government of the various states and territories of Australia, statutory and local authorities and the Exhibition Venue Operator.
- 1.3 **Contract** is the contract referred to in clause 2.3
- 1.4 **Contract Fee** means the total cost for the Space detailed in the Space Application, inclusive of GST.
- 1.5 **Deposit** is the portion of the Contract Fee described in the Space Application as the "Deposit".
- 1.6 **Force Majeure** means an act of God, war, revolution or any other unlawful act against public order or authority, an industrial dispute including strike or other labour disturbances; a governmental restraint including a declaration or emergency, pandemic or epidemic, natural disaster including earthquake, fire or flood and any other event which is not within the Organiser's control.
- 1.7 **Exhibition** is the exhibition described in the Space Application.
- 1.8 **Exhibition Venue** is the place where the Exhibition will be held, as described in the Space Application.
- 1.9 **Exhibition Venue Operator** means the lessor and/or operator of the Exhibition Venue.
- 1.10 **Exhibitor** is the Applicant whose details are set out in the Space Application and where not inconsistent with the context, a reference to the Exhibitor includes all of its officers, employees, agents or contractors.
- 1.11 **Exhibitor Manual** means the manual relating to the Exhibition which is available online [on](#) the Exhibition website 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.
- 1.12 **Move-in** is the time and period specified by the Organiser for the Exhibitor to set up displays prior to the opening of the Exhibition.
- 1.13 **Move-out** is the time and period specified by the Organiser for the Exhibitor to dismantle and remove displays following the conclusion of the Exhibition.
- 1.14 **Organiser** means Diversified Communications Australia Pty Ltd (ABN 18 006 002 286).
- 1.16 **Rules & Regulations** means the rules and regulations contained within the Exhibitor Manual.
- 1.17 **Space** means the space and/or stand within the Exhibition Venue described in the Space Application under "Space Details."
- 1.18 **Space Application** means the application form on the reverse side of these terms and conditions.
- 1.19 **Withdrawal Fee** is the fee described in clause 16.1.

### 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 Applicant may choose either

a shell scheme stand or a space only site. The Organiser reserves the right to accept or reject the application. The Organiser and Applicant expressly agree and acknowledge that the Space Application may be prepared, signed and exchanged electronically.

- 2.2 The Organiser may accept an application for Space by either:

(a) signing a copy of the completed Space Application and returning it to the Applicant;

(b) notifying the Applicant in writing (including by email) that the application has been accepted; or

(c) issuing an invoice to the Applicant (including by email) for payment as per the payment terms set out in the Space Application.

- 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 this Contract (including these terms and conditions).

### 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 Space 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 the size of its Space must make a request in writing (**Reduction Request**) to the Organiser detailing the reason for the request and the size of the change (**Space Reduction**). The Organiser may grant or withhold approval to the Reduction Request in its absolute discretion. If the Reduction Request is approved and was received by the Organiser:

(a) 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

(b) 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.

- 3.3 If the Reduction Request is not approved by the Organiser or no Reduction Request is sought by the Exhibitor, the full Contract Fee shall be payable by the Exhibitor in accordance with clause 14.

- 3.4 An Exhibitor wishing to change from a shell scheme stand to space only site must make a request in writing to the Organiser. If approval is granted, then the Exhibitor must enter into a new contract with the Organiser. If the request for change is made more than 30 days before the commencement of the Exhibition, the Organiser will refund the difference in the Contract Fee between the shell scheme stand and the space only site.

### 4. Exhibits

The Exhibitor must ensure that all exhibits are directly related to the Exhibition profile and that only products detailed in the Space Application are shown on the Exhibitor's Space. The Exhibitor must keep its Space

adequately stocked and staffed for the duration of the Exhibition. The Exhibitor shall be liable to the Organiser for any loss or damage to the Organiser's reputation or image as a result of the failure to comply with this clause.

### 5. Retail sales

The Exhibition is not open to the general public and the Exhibitor must not make any retail sales at the Exhibition.

### 6. Conduct and Canvassing

- 6.1 The Exhibitor must at all times act responsibly and must not, by their acts or omissions, cause any nuisance to other exhibitors or act in a manner that could damage the reputation of the Exhibition or the Organiser or adversely impact the running of the Exhibition.
- 6.2 The Exhibitor must not canvass or distribute promotional material other than from their own Space.
- 6.3 This Exhibitor must ensure that its staff attending the Exhibition are dressed in and behave in a manner reflecting a professional working environment. Please consult with the Organiser if guidance is required about this policy.
- 6.4 The Exhibitor is not permitted to use automated machinery and/or robots outside of the allotted dimensions of its Space except with the prior written approval of the Organiser (and if required, the Exhibition Venue Operator), such approval may be withheld in its absolute discretion.

### 7. Subletting

- 7.1 The Exhibitor must not sub-license their Space or assign its rights or obligations under this Contract without the prior written permission of the Organiser (which may be withheld in its absolute discretion).
- 7.2 Upon any breach by the Exhibitor of clause 7.1, the Organiser may, in addition to any other rights and remedies specified in clause 15, immediately remove all such persons to whom the Exhibitor has sub-licensed its Space or assigned its rights or obligations (**Third Party Licensee or Assignee**) from the Exhibition and, without limiting clause 18, the Organiser will not be liable for any loss or damage whatsoever sustained or suffered by the Third Party Licensee or Assignee and the Exhibitor will be liable to the Organiser, and indemnifies the Organiser, for any loss or damage suffered by Organiser as a result such breach.

### 8. Compliance with regulations

- 8.1 The Exhibitor must comply with:
- (a) all laws, rules and regulations imposed by the Authorities, including in relation to fire, safety and health; and
- (b) all rules, regulations and policies of the Organiser (including the Rules & Regulations and the Organiser's Occupational Health & Safety (**OH&S**) policy), which are available upon request from the Organiser or online at [www.divcom.net.au](http://www.divcom.net.au).
- 8.2 Where an Exhibitor participates in the Exhibition as part of a group stand, it is the Exhibitor's responsibility to procure that all parties with which it participates in the group stand (**Group Stand Parties**) comply with the laws, rules, regulations and policies described in clause 8.1 and with these terms and conditions.
- 8.3 Upon any breach by the Exhibitor of this clause 8, the Organiser may, in addition to any other rights specified in clause 15, remove or alter all or any part of the Space or of the Exhibition in order to rectify the

failure to comply with the laws, rules, regulations and policies described in clause 8.1 and, without limiting clause 18, the Organiser will not be liable for any loss or damage whatsoever suffered by the Exhibitor or any Group Stand Parties and the Exhibitor will be liable to the Organiser, and indemnifies the Organiser, for any loss or damage suffered by the Organiser as a result such breach.

#### 9. Stand limits

The Exhibitor must ensure that: (a) no part of its stand or any of its display extends or projects beyond the allotted dimensions of the Space; (b) its stands does not exceed a maximum height of 2.5 metres without the permission of the Organiser; and (c) no items may project into the aisles surrounding the Space.

#### 10. 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.

#### 11. Space Only Sites

If the Exhibitor has booked a space only site, the Exhibitor is responsible for the construction of their stand including flooring and walls and must not use, including for display, the walls of adjoining stands or the perimeter walls of the Exhibition Venue.

#### 12. Move-in Move-Out

The Exhibitor must, on the last day of Move-out, return the Space to the Organiser in the same condition as it was provided to the Exhibitor on the first day of Move-in. If the Organiser is required to:

- (a) remove or dispose of all or any part of the Exhibitor's stand or any rubbish remaining in the Space; or
- (b) undertake any works to return the Space to its original condition or state of cleanliness, then all costs incurred by the Organiser in doing so will be charged to and borne by the Exhibitor and the Organiser will issue a tax invoice to the Exhibitor for such costs, which shall be payable by the Exhibitor to the Organiser by the date specified in the invoice.

#### 13. Insurance

13.1 The Organiser will apply to an insurer of its choice to insure itself and each Exhibitor (each as a named insured) for \$10 million for a single event in respect of public liability risk for the period from the beginning of the first day of Move-in to the last day of Move-out.

13.2 The Exhibitor must obtain and hold product liability, general property and employer's liability insurance policies 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.

#### 14. Terms of payment

14.1 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.

14.2 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 due dates specified in the Space Application.

14.3 If the Exhibitor requests an upgrade of its Space less than a month from the commencement of the Exhibition (and the Organiser agrees to such an upgrade), the additional cost for the Space is due and payable immediately.

14.4 If the Exhibitor pays by credit card then surcharges set out in the tax invoice will apply.

14.5 The Organiser may charge the administrative fees set out in the tax invoice in relation to processing refunds, late payments and payment arrangements.

14.6 The Exhibitor is responsible for settling all accounts in connection with the licensing of its Space and exhibiting at the Exhibition (including the costs referred to in clause 12).

14.7 Interest on overdue amounts may be charged at a rate of 1% per calendar month or part thereof and the Exhibitor shall be liable for, and expressly undertakes to pay, all such interest.

14.8 In the event of any default in payment, the Exhibitor shall be liable on an indemnity basis for any and all legal and/or debt collection expenses incurred by the Organiser in obtaining, or attempting to obtain, payment for any amount due by the Exhibitor.

#### 15. Termination by Organiser

15.1 The Exhibitor acknowledges and agrees that clauses 3 to 15 are essential terms of this Contract and if the Exhibitor is in breach of any of them, the Organiser may terminate this Contract immediately, recover damages in the form of the Withdrawal Fee as detailed in clause 16 and if the Exhibition or the Move-in has already commenced, immediately remove the Exhibitor from the Exhibition.

15.2 If this Contract is terminated due to non-payment of any amount owing to the Organiser, without limiting clause 14.8, the Organiser may re-let the Space to another applicant and recover damages in the form of the Withdrawal Fee as detailed in clause 16

15.3 The Organiser may terminate this Contract immediately if the Exhibitor brings the Organiser or the Exhibition into disrepute or into adverse publicity or notoriety that affects the Organiser or Exhibition in a negative manner (including but not limited to, insolvency of the Exhibitor), recover damages in the form of the Withdrawal Fee as detailed in clause 16 and, if the Exhibition or the Move-in has already commenced, the Organiser may immediately remove the Exhibitor from the Exhibition.

15.4 The Organiser may terminate this Contract in accordance with clause 17.5.

15.5 The Organiser may terminate this Contract without cause prior to the commencement of the Exhibition upon giving one month's notice to the Exhibitor. All sums paid by the Exhibitor in respect of the Contract Fee will be refunded by the Organiser to the Exhibitor within 14 days of the expiry of the notice period.

#### 16. Withdrawal by Exhibitor

16.1 An Exhibitor who withdraws from the Exhibition for any reason whatsoever including Force Majeure will be liable for

the withdrawal fee which shall be calculated as follows, where column A is the number of days between the date on which notification of withdrawal is given and the date of commencement of the Exhibition, and column B is the percentage of the Contract Fee which will comprise the withdrawal fee:

A	B
More than 240 days	25%
Between 240 and 120 days	50%
Less than 120 days	100%

16.2 The Exhibitor acknowledges that the Withdrawal Fee is a reasonable pre-estimate of the typical loss which would be incurred by the Organiser arising from the Exhibitor's withdrawal from the Exhibition. The Organiser will issue a tax invoice to the Exhibitor for the withdrawal fee, which shall be payable by the Exhibitor to the Organiser by the date specified in the invoice or may otherwise be off-set against all sums already paid by the Exhibitor in respect of the Contract Fee to the Organiser (including the Deposit).

16.3 Notification of withdrawal must be made in writing (including by email) by the Exhibitor to the Organiser. Verbal notification of withdrawal will not be effective under any circumstances.

16.4 The Organiser may, at its absolute discretion, deem an Exhibitor to have given notification of withdrawal if:

- (a) the Exhibitor indicates to the Organiser that it may not participate in the Exhibition; and/or
- (b) the Organiser requests the Exhibitor to confirm its participation in accordance with this Contract in writing (including by email) and the Exhibitor fails to provide such confirmation within 3 business days of the request; and/or
- (c) the Exhibitor does not show up for the Exhibition, and the Exhibitor will be liable to the Organiser, and indemnifies the Organiser, for any loss or damage suffered by Organiser as a result such actions.

16.5 The Withdrawal Fee must be paid to the Organiser irrespective of whether the Organiser incurs a loss as a result of the withdrawal.

#### 17. Change Event

17.1 A "Change Event" is an event that causes the prevention, cancellation, abandonment, rearrangement, postponement or part-time opening or relocation of the Exhibition either wholly or in part for any reason beyond the Organiser's control, including;

- (a) Force Majeure (including as a consequence of, or due to issues related to, the Covid-19 pandemic or any other similar circumstances);
- (b) if the Exhibition facility becomes wholly or partially unavailable to hold the Exhibition, including due to an act or omission of the Exhibition Venue Operator; and
- (c) if the Exhibition facility becomes wholly or partially inappropriate (in the Organiser's opinion) to hold the Exhibition.

17.2 In the event of a Change Event, the Organiser shall be entitled to retain all sums already paid by the Exhibitor in respect of the Contract Fee or such part thereof as the Organiser considers reasonable if the Exhibition is able to be held (with whatever changes are required

as a result of the Change Event).

17.3 If, in the opinion of the Organiser, by rearrangement, postponement, part-time opening or relocation of the Exhibition or in any other reasonable manner the Exhibition can be carried on, the Organiser shall give notice in writing to the Exhibitor advising of the Change Event (**Change Event Notice**) and 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.

17.4 If the Exhibitor does not agree to exhibit pursuant to the Change Event Notice, the Exhibitor may terminate this Contract by notice in writing within 5 business days of the date of Change Event Notice (**Termination Notice**) and all sums paid by the Exhibitor in respect of the Contract Fee will be either:

(a) refunded by the Organiser to the Exhibitor within 14 days of receipt of the Termination Notice; or

(b) if agreed between the parties (acting reasonably), held over to the next Exhibition or otherwise dealt with in any other manner agreed.

17.5 If the Exhibition is prevented, cancelled or abandoned as a result of the Change Event, the Organiser may terminate this Contract immediately upon giving written notice (including by email) to the Exhibitor, and all sums paid by the Exhibitor in respect of the Contract Fee will be either:

(d) refunded by the Organiser to the Exhibitor within 14 days of such cancellation; or

(e) if agreed between the parties (acting reasonably), held over to the next Exhibition or otherwise dealt with in any other manner agreed.

Without limiting clause 18, the Organiser will not be liable for any loss or damage whatsoever sustained or suffered by the Exhibitor as a result of such termination.

17.6 If after Move-in has commenced and due to any reason beyond the Organiser's control, the Exhibitor's Space is required to be re-located, the Exhibitor may elect to not continue to exhibit at the re-located Space and immediately terminate this Contract, in which case all sums paid by the Exhibitor in respect of the Contract Fee will be refunded by the Organiser to the Exhibitor within 14 days of such termination. If the Exhibitor does not make the election referred to in this clause or the Exhibitor continues to exhibit at the re-located Space, the Exhibitor will be deemed to have accepted the change and this Contract will continue to apply.

#### **18. Exclusion of liability**

18.1 To the extent permitted by law, the Organiser gives no warranty and makes no representation (other than those expressly set out in these terms and conditions), including:

(a) that the Exhibition will attract any or any minimum number of visitors or will achieve any or any particular outcome for the Exhibitor; or

(b) as to the completeness or accuracy of all the information provided by the Organiser.

18.2 The Organiser is not liable to the Exhibitor, and the Exhibitor will not have

any claim for damages of any kind against the Organiser in respect of loss or damage arising out of:

(a) any restrictions or conditions regarding the construction, erection, completion, alteration or dismantling of any stands imposed by the Authorities;

(b) the location, entry point or sighting of the Space or the prominence of neighbouring or any other exhibitors' space;

(c) the failure of any services normally provided at the Exhibition Venue;

(d) the amendment or alteration to all or any part of the Exhibition Manual;

(e) any changes imposed by any of the Authorities; or

(f) a Change Event (including a Force Majeure event suffered by the Organiser).

18.3 In no event shall the parties have any claim of any kind against the other in respect of loss or damage that is special loss or damage, indirect loss or damage or consequential loss or damage including loss of profits or any other indirect or consequential loss.

18.4 The Organiser assumes no risk and the Exhibitor releases and indemnifies the Organiser from liability for any loss or damage to person or goods (including the Exhibitor's property) arising from or in connection with the Exhibitor licensing the Space or exhibiting at the Exhibition except to the extent where the loss or damage is caused by negligence or wilful misconduct of the Organiser.

18.5 Without limiting the preceding clause 18.4, in no event shall the Exhibitor have any claim 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 except to the extent where the loss or damage is caused by the negligence or wilful misconduct of the Organiser.

18.6 To the extent permitted by law, 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 15 or a Change Event under clause 17), in contract, tort or otherwise, shall not exceed the amount of the Contract Fee actually paid to the Organiser by the Exhibitor under this Contract.

#### **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 these terms and conditions 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 and that the Organiser gives no warranty as to the

accuracy of any such information. The Exhibitor acknowledges that it is bound by these terms and conditions by virtue of:

(a) the signature of any ostensibly authorised person on the Space Application;

(b) the acceptance of the application for Space by any ostensibly authorised person in accordance with clause 2.2;

(c) payment by the Exhibitor of any sum due under the Contract; or

(d) the Exhibitor participating in the Exhibition.

#### **21. Severability**

If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Contract remains in force and effective.

#### **22. Assignment**

The Organiser may assign or otherwise transfer its rights and obligations under this Contract by notice in writing to the Exhibitor.

#### **23. Governing laws**

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

#### **24. Privacy**

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 to enable the service providers to engage in direct marketing with the Exhibitor to arrange essential goods and services to enable the Exhibitor's successful participation at the Exhibition. The Organiser collects information from customers and attendees and provides personal information to third parties for marketing purposes in full compliance with Australian privacy law. Please refer to the Organiser's privacy policy on [www.divcom.net.au](http://www.divcom.net.au).