

Terms & Conditions For Participation

1. Definitions

'Exhibition' shall mean the event, Infrastructure Australia 2008, which will take place from 13th to 15th August 2008, at the Melbourne Exhibition Centre, Melbourne, Australia. 'Organiser' shall mean 'Expotrade Australia Pty Ltd'. 'Exhibitor' shall mean any person, firm or organization who is allocated a space by the Organiser in the Exhibition.

2. Application for participation & acceptance

All applications for participation shall be made on the prescribed form overleaf. The application shall be submitted to the organiser. The submission of the application form shall be deemed to be confirmation of participation and full acceptance of the 'Terms & Conditions for Participation' as stated herein. The application shall become a valid contract upon the organiser accepting the application. The application and confirmation of its receipt do not constitute approval of the exhibitor's proposed design, or of any specific location for the exhibitor's stand. In particular, the organiser is entitled to implement reductions in the number of square metres applied for if the exhibition area available is oversubscribed. The organiser is entitled to provide discounts on the stand costs, run promotions and specials at their own discretion from time to time.

3. Terms of payment

- a) For applications received before 31st March 2008, on the date the stand space is confirmed by the organiser, a non-refundable deposit of 50% of the total stand space rental charges will become due and payable within 7 days.
- b) In the event of default of payment by the stipulated date in a), the exhibitor's application shall be deemed to be cancelled and the organiser shall reserve the right to claim all payment due from the defaulting exhibitor. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- c) The balance of the stand space rental charges shall be paid by 10th June 2008. Full payment by this date is a prerequisite condition for the exhibitor's participation in the exhibition and the use of the stand space.
- d) In the event of default of payment by the stipulated date in c), the exhibitor's application shall be deemed to be cancelled and the organiser shall reserve the right to claim all payment due from the defaulting exhibitor. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- e) For applications received and/or confirmed after 31st March 2008, a non-refundable payment of 100% of the total stand space rental charges will become due and payable within 7 days upon confirmation of the stand space by the organiser.
- f) In the event of default of payment by the stipulated date in e), the exhibitor's application shall be deemed to be cancelled and the Organiser shall reserve the right to claim 100% of the stand costs, as indicated on the application for stand space form.
- g) For other additional services, payments must be made in full in advance when placing orders for services.

4. Withdrawals

- a) By submitting the Application for Stand Space ("AFSS") the Exhibitor undertakes to pay the total stand space rental charges shown on the AFSS.
- b) If the exhibitor wishes to withdraw from, cancel, alter, or reduce in any way their booking in the exhibition they must give written notice to the organizer to do so. If the Exhibitor wishes to alter or reduce their booking, the Organiser is not obliged to vary the charges shown on the AFSS.
- c) If the exhibitor withdraws on or before 31st March 2008, the Organiser remains entitled to 50% of the total stand space rental charges shown on the AFSS. If the Exhibitor has not yet paid, the Exhibitor is obligated to pay 50% of the total stand space rental charges shown on the AFSS to the Organiser within 30 days of giving notice of withdrawal.
- d) If the Exhibitor withdraws after 31st March 2008, the Organiser remains entitled to 100% of the total stand space rental charges shown on the AFSS and no refund of payment(s) will be made. If the exhibitor has not paid the Exhibitor is obligated to make full payment to the Organiser within 30 days of giving notice of withdrawal.

5. Cancellation, Preponement & Postponement of Exhibition

Exhibitor has the right to claim any/all amounts paid towards their participation if the exhibition is cancelled or postponed/preponed for more than 90 days. The organizer has the right to modify the duration, venue, titles or dates of the exhibition or the opening and closing times thereof. The exhibitor shall not be entitled to any claim or compensation in connection with such happenings. Timings are also subject to change.

6. Movement of exhibits

- a) The exhibitor shall bear the responsibility and expenses for the transport of exhibits to the exhibition venue.
- b) The exhibitors shall make their own arrangements for the storage and warehousing of the exhibits, subject to the approval of the organiser.
- c) No exhibits or other goods will be permitted out of the exhibition venue before the conclusion of the exhibition. The exhibitor shall indemnify the organiser against any loss or damages by reason of delay in moving exhibits or other goods, or of damage to the exhibition venue caused by moving exhibits or other goods.

7. Security & insurance

The organiser, its directors, trustees, officers, employees, agents and representatives will not be responsible for the safety of articles of any kind brought into the exhibition by the exhibitors, their employees, agents or contractors, members of the public or any person whatsoever. Exhibitors shall effect and maintain at their own expense Public Liability Insurance covering legal liability in respect of:

- a) Damage to any real or personal property, including any damage to the exhibition venue or to any fitting, equipment or other property in the exhibition venue; and
- b) Injury to, or death of, any person arising out of or in connection with the exhibitors participation in or attendance at the exhibition. The exhibitor must also effect and maintain at their own expense insurance on their own property, and that of their employees, agents and contractors, against fire, theft, damage or loss, howsoever caused. The period of insurance shall be from the time the exhibitor first enters the exhibition venue until all their exhibits have been properly removed to the satisfaction of the organiser. The exhibitor shall indemnify and hold the organiser, its directors, trustees, officers, employees, agents and representatives harmless in respect of all costs, claims, liabilities, losses, demands, proceedings and expenses to which the organiser, its directors, trustees, officers, employees, agents and representatives may in any way be subject (including but not limited to liabilities to members of the public, the staff of the local authorities, or staff of the organiser or exhibitors' staff, agents or contractors) caused as a result of any act or omission of the exhibitor, or co-exhibitor, or any of their representatives, employees, agents, contractors or invitees. If the organiser so demands the exhibitor shall provide proof to the organiser that the exhibitor has adequate insurance coverage. The organiser shall not in any event be held responsible for any loss or damages whatsoever (including loss of profits suffered by the exhibitor) as a result of any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of the exhibitor's stand or for the failure of any service normally provided at the listed exhibition venue, for the cancellation or part-time opening of the exhibition either as a whole or in part, or for amendments or alterations to all or any of the 'Terms & Conditions for Participation' caused by any circumstance not within their control.

8. Security Responsibility

At all times, security of exhibits, stands and furniture is wholly the responsibility of the exhibitor. The organiser, its directors, trustees, officers, employees, agents and representatives shall not be responsible for any losses, damages to property or injuries to persons incurred in the course of or in connection with the exhibition.

9. Damage to the exhibition venue

The exhibitor shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the exhibition venue or to any part or parts thereof or to any fittings, equipment or other property therein, and shall make good and pay for damages thereto (including accident damage and damage by fire) caused by act or omission of the exhibitor, or their co-exhibitors, or any of their employees agents, representatives, contractors or persons by reason of the use of the exhibition venue by the exhibitor.

10. Indemnity of the organiser

Under no circumstances shall the organiser be obliged to make good or accept any responsibility or liability however arising in respect of damage to or theft or loss of any property, goods, articles or things however placed, deposited, brought into or left at the exhibition venue either by the exhibitor for their use or purpose or by any other person, and the exhibitor must indemnify the organiser, its employees, agents and offices in respect thereof.

The organiser shall not be accountable for any refusal of visas. No refunds will be provided on the basis of visa refusals.

The organiser will not be held responsible for lack of visitors to the exhibition even if visitor numbers would have been quoted and no refunds will be provided on this basis.

11. Compliance with laws

Exhibitors shall comply with all the rules, regulations and laws currently imposed or laid down or prescribed in the future by the government, public authorities and owners or managers of the exhibition venue for all purposes concerned with the implementation of these Terms, of the regulations and stipulations laid down or prescribed in the future by the organiser under these Terms, and of all other contracts relating to the exhibition, the exhibitor shall be deemed to be domiciled at the office of the organiser in Australia.

Without prejudice to the powers of the parties to enter into a general or limited arbitration agreement, all disputes arising from the exhibitor's participation, from the enforcement of these Terms, or from any other contracts relating to the exhibition, or by virtue of regulations or stipulations laid down or prescribed in the future by the organiser, shall be governed and construed according to the laws of Victoria and the exhibitor hereby submits to the non-exclusive jurisdiction of the courts of Victoria. Where a dispute shall arise concerning interpretation of these Terms, the English text of these 'Terms & Conditions for Participation' shall be deemed to be final.

12. Infringement of 'Terms & Conditions for Participation'

The infringement of these 'Terms & Conditions for Participation' and any other further rules and regulations determined by the organizer may, at the organiser's discretion, result in the exclusion of the exhibitor from the Exhibition, and the exhibitor shall have no right to claim compensation or demand refund of any payments already made, or any loss or expenses, nor shall the exhibitor be released from their contractual obligation to pay.

13. Unforeseen Occurrences

In the event of any occurrence not foreseen in these 'Terms & Conditions for Participation', the decision of the organiser shall be final.