
CONDITIONS, REGULATIONS & PROCEDURES

STAND CONDITIONS

Stand Regulations

The Organiser and all exhibitors are bound by the rules and regulations of the venue:

- All aisles must be a minimum of 3 metres wide with no encroachment.
- All displays must be fully contained within the area of the stand. At no time during the exhibition can the aisles be blocked, either partially or completely.

Over-Height Walls

- Stands with walls or any structures over 2.4m in height must be approved in writing by AGHA. The reverse side of any walls exceeding 2.4m in height must be of a clean image in either black or white to minimise the impact on neighbouring stands. Loose material will not be accepted as a cover up.
- AGHA reserves the right to request the exhibitor to change, modify or reduce the height of any wall specified in the stand design.

Walls on Open Side of Stand

- Walling must not be placed along more than 50% of any aisle frontage. Exhibitors with a 3x3 stand must have at least a 2m egress on any aisle frontage.
- Walls on aisles must be dressed with product which are to be entirely attached to the walls and not sitting on the floor, unless the walls are recessed 250mm into the stand. It is highly recommended that you keep your stand as open as possible with no enclosing walls. Too many walls can create barriers for potential buyers to walk onto your stand.

Custom Stands & Temporary Structures

- All temporary structures must comply with the Building Code of Australia and all other statutory regulations current at the time of construction.
- Custom stand designs must be submitted to AGHA and the venue prior to move-in for approval of wall height and placement. However, the structural integrity of the stand is the responsibility of the exhibitor and/or the exhibitor appointed contractor (stand builder). Exhibitors designing and constructing their own stands are advised to seek advice from a certified stand builder prior to building the stand to ensure it meets the relevant Australian standards.

Custom Roof or Ceiling

- Any stand with a roof or ceiling must meet the requirements for certification by an engineer. Where there is a roof, smoke detectors are to be fitted and a portable fire extinguisher visible and accessible to the public.

Floor Coverings

- The venue flooring must be left in the original condition after move-out.
- Carpet tiles are NO LONGER included in the space only stand package. Carpet is only provided in the shell scheme package.

- For shell scheme packages, carpet is laid over the top of the venue flooring which is concrete. Any flooring being laid over the top of the carpet tiles or venue flooring must be taped down or have an appropriate ramp (see raised flooring) to avoid trip hazards.
- When painting on your stand, you must have appropriate material to cover the venue flooring such as a plastic drop sheet and brushes must be cleaned in the dedicated wash up room (not the bathrooms). If required, ask the Organiser where these rooms are located.

Raised Flooring

- Flooring that is between 32mm and 115mm high requires a bevelled edge which does not exceed an angle of 30 degrees or a grading of 1:1.4. This bevelled edge is to be incorporated within the stand space and not encroach into the aisle or neighbouring stands.
- All flooring that exceeds 115mm in height is deemed to be a step. If the stand is to be occupied by the general public or exhibition attendees, a ramp must be provided within the allocated stand space.

LIGHTING REGULATIONS

- Power for stands is sourced from pits in the venue flooring. If your stand falls over a floor pit, access must be possible for electrical switchboards and to rectify any power issues during the event. Switchboard locations cannot be determined ahead of stand bookings and depend on the power distribution within your stand block.
- Please understand switchboards cannot be moved to another stand once placed. Exhibitors may use power boards on stands, providing they have an overload safety switch and are tested and tagged prior to the Gift Fair. Double adapters are not permitted and will be removed if found.

Regulations

The following rules apply to all exhibitor lighting, whether from Harry the Hirer, another stand build company or the exhibitors own:

- All lights must be 2.2 metres above floor level.
- High powered lights such as flood lights or spotlights, must not be placed within 500mm of flammable material.
- All lights must be tested and tagged prior to the event.
- All portable light fittings must have a Certificate of Suitability or a Certificate of Approval from Australian or New Zealand Electrical Safety Regulations.
- Our goal is to be solely an LED-powered event which not only reduces our risk of fire, but also improves our green footprint. If you are unsure whether your lighting complies with the above guidelines, please contact Brooke Rigby at Harry the Hirer on 02 9666 8699 to confirm.
- It is a legal requirement that all electrical equipment be tested and tagged in accordance with AS/NZS 3000 Electrical Installations, AS/NZS 3760 In-Service Safety Inspection and Testing and Managing Electrical Risks at the Workplace Code of Practice. Checks will be carried out onsite to ensure all exhibitor electrical equipment meets Australian Standards. Non-compliance will result in the exhibitor being required to remove the equipment, this includes all lighting, power boards, extension cords, laptops, printer cables, phone charges and product cables etc. Double adapters are not permitted and will be removed if found.
- **It is the exhibitor's responsibility to have all electrical equipment tested and tagged prior to coming on site.**
- To assist with any last-minute testing of items, there will be an electrician onsite on the last day of move-in. **A fee will be incurred for any items over the limit of 5 per exhibitor.** If you wish to use the electrician's service, visit the AGHA Information Counter during move-in to put your name on the list.

- **NOTE:** As the electrician is only on-site for a certain amount of time, service is on a first in / first serve basis. An individual must be present on the stand to enable items to be tested and tagged by the electrician upon arrival to your stand. If you do not want to risk missing out and having to remove items from your stand, please have all items tested and tagged prior to the event.
- Be aware that the Department of Fair-Trading visit exhibitions on a regular basis to check that these regulations have been complied with ensuring any electrical product and equipment has the correct licencing and certifications. Fines can be upwards of \$110,000 at the department's discretion, and they have the authority to ask you to cease any activity on your stand for the remainder of the exhibition.
- **Halogen or tungsten globes are not permitted to be used by exhibitors at the Gift Fair, as the heat emitted from this style of globe has a very high risk of fire when in contact with flammable materials.**

DAMAGES

- Exhibitors are responsible for any damage they cause and must bear any charges levied by the venue for damages to the property and/or flooring.
- Exhibitors are responsible for the cost of making good or replacing any damage or dilapidation to the exhibition premises, whether caused by them, their agents, contractors or by any person or persons employed or engaged on their behalf by such agents or contractors. No attachment, fitting, fixture, or defacement is to be made to the flooring, ceilings, internal or external walls of the building.
- Display material of any kind is not to be affixed to or wired from the walls, nor is any ladder or other device whatsoever to be affixed to or suspended from any overhead wiring without prior written consent from AGHA.
- No nail, screw or other device is to be driven into, nor are holes to be bored into any pillar or other part of the building.

PUBLIC LIABILITY INSURANCE (PLI)

- Public Liability Insurance (PLI) is designed for professionals and businesses who interact with customers or members of the public. It protects against claims of personal injury that a third party suffers (or claims to have suffered) as a result of your business activities. Every exhibitor, their sub-contractors or their agents working within the exhibition needs to ensure that they have adequate PLI coverage.
- Each exhibitor is required to be covered by \$20 million of Public Liability Insurance (PLI). Exhibitors under a Member Loyalty Agreement with AGHA will have Public Liability Insurance included in their agreement.
- PLI does not cover your products, or any material being transported to or from the event or during the exhibition - your freight provider can include insurance for movements to and from the exhibition. Each exhibitor is advised to check with their own insurer as to the status of insuring their products and product liability during the exhibition.
- The Organiser is not responsible or liable under any circumstances for damages to exhibits by loss, damage, theft, fire, water, storms, strikes, riots or any other cause whatsoever. If you want to ensure your full insurance requirements for the exhibition are covered, we recommend contacting AGHA's business partner, Austbrokers ABS.

FIRE SAFETY REGULATIONS

- Materials used in your stand construction must not cause dampness or stains, must not be readily ignitable or be capable of emitting toxic fumes should ignition occur. Sawdust, tanbark or wood chips of a reasonable size may be used to decorate floors provided a protective membrane is laid first and chips are kept slightly moist at all times.

- **NOTE:** You must note on your AGHA Stand Information Form if you wish to display lit candles or any naked flame. You will be placed on the flame register which is sent to both the venue and security.
- If at any time you are found to have a naked flame without the appropriate safety precautions adhered to, you will be asked to blow out the flame immediately and will not be granted permission to re-light for the duration of the exhibition.

If you intend to use any naked flame / candle on your stand, you **MUST** follow the below safety precaution guideline:

- Have a fire extinguisher and/or fire blanket on your stand in an area easily accessible to the general public 24 hours a day. The fire extinguisher must be properly signed.
- Under no circumstances can the stand be left unattended while the flame is a-light, no exceptions.
- All flammable material must not be within 1 metre of the flame. This includes hung material product.
- Flames must be blown out 15 mins prior to your stand being vacated at the end of the day.
- Flames must always be isolated from hanging material and the public.
- Facilities used for cooking must have an automatic emergency cut-off switch.
- All flammable material used in the decoration of your stand must be sprayed with a fire-retardant material such as TYCO.
- Flammable building material used for stand walls must be fire proofed. The use of readily flammable material in displays, such as crepe paper, corrugated cardboard, straw, untreated hessian, or PVC sheet (except on floors as a protective membrane) is strictly prohibited without the express approval of the venue.
- If you have any doubt about the appliance you plan to use, permission should first be obtained by contacting the Exhibition Organiser who will seek permission from the venue.
- The storage of any flammable liquids or fuels within the Exhibition halls is not permitted.

EXHIBITION REGULATIONS & PROCEDURES

Security

Security guards will be on duty 24 hours a day from Monday of move-in and ceasing the last day of move-out. Below are some helpful tips to avoid any breach of security for the exhibition, you or your product and personal belongings:

- Do not leave stock or fittings on your stand outside of these times.
- We supply overall exhibition security and not individual stand security. Security guards roam the aisles 24 hours a day between the above-mentioned days.
- During the exhibition, it is best to have someone on your stand 30 minutes before opening times and until all buyers have left the building. Under no circumstances should exhibitors leave personal valuables on stands.
- Report any missing items immediately to an organiser or AGHA representative, Information Counter, or security guard, so an incident report can be written should you need to lodge a claim with your insurer.
- The best security is the diligence of your staff.
- During move-out, if possible, ensure someone is always on your stand, to ensure the security of your product and valuables.

Sound Systems

- Exhibitors must not operate any amplified sound equipment or equipment capable of generating sound or noise that is likely to annoy or be a nuisance to other exhibitors or buyers. Organisers will be the sole judge of whether the exhibitor's equipment or activities cause or is likely to cause annoyance or a nuisance. Exhibitors must obey all directions given by the organiser with respect to noise and interference with other exhibitors.

- If you wish to have any kind of amplified sound equipment on your stand you must inform the organiser via your AGHA Stand Information Form on your OEP (To Be Completed section) in the special requests section.

Stock Removal

- AGHA takes all measures to prevent theft during the exhibition. Exhibitors are not permitted to remove stock during the exhibition, except for security reasons each evening i.e. for valuables such as jewellery.
- If product needs to be removed from the exhibition, exhibitors must obtain permission from the organiser prior to close and complete an Authority to Remove Stock form signed by an AGHA staff member to hand to security on your way out at the end of the day.

Venue Services including Food & Beverage, Wi-Fi etc.

- Any food and beverage selling or sampling must be approved by the venue.
- Venue services also include parking, internet, AV equipment, utility services, account cards, coffee cart ordering.
- Access the MCEC Venue Services via the following link or email exservices@mcec.com.au
- Access <https://mcec.com.au/exhibitors> to begin your venue services ordering.

Hawkers & Scammers

- It is common practice for some external salespeople (not associated with AGHA Gift Fairs) to sell and market to or promote their products, not to be sold to. We ask all exhibitors to please inform the organisers if they are approached by a 'non-exhibitor' salesperson or hawker.
- Exhibitors should be aware of 'organisations' such as Expo Guide, Exhibition Guide and others. Representatives may approach exhibitors before the fair for advertising commitments that is disguised as an offer of a free directory listing. There are also many international email scams that have been around for over 20 years but still trap exhibitors. These scams misrepresent as being an official organisation selling a Gift Fairs Directory or a visitor database. AGHA is not associated with, and does not endorse those proprietors or others, or any website. If you are unsure, please contact AGHA for clarification.

EXHIBITOR PRE-REGISTRATION & NAME BADGES

Exhibitor Name Badges

- All staff working on stands must wear and display an exhibitor badge during trading hours of the exhibition. As this is a trade only event, exhibitor badges are limited to staff working on your stand. Any exhibitors found to not be compliant with this expectation will be asked to leave.
- To ensure easy access to the exhibition halls on the operational days, please ensure you pre-register your exhibitor badges via your OEP, and collect them during move-in. Delays will occur on the opening morning if an excessive number of exhibitors still need to order badges.
- Note: additional badge printing is not available on the last day of the Gift Fair.

Privacy Policy

- As the peak industry body representing Australian businesses and individuals in the gift and homewares sector, AGHA takes the privacy of all members, visitors and exhibitors with the highest priority and respect. Consequently, the AGHA privacy policy strictly adheres to the requirements of the Commonwealth Privacy Act 2010 and commits to securing the data of all stakeholders.

- In instances where the privacy of individuals may be considered at risk, personal contact details may be omitted from the name badge barcodes. Obviously, where the individual has specifically requested privacy, all demographic data will be restricted.
- As a result of the adherence by AGHA to the national privacy legislation there may be some instances where inconvenience to exhibitors and members may occur. AGHA reserves the right to implement new future technologies that may render current name badge technology redundant.

PRODUCT SAMPLES & SALES BY EXHIBITORS

Product Samples

- If you wish to provide buyers with small product samples to take home, please ensure you inform AGHA prior to this occurring so we can inform security of the details and minimise issues for your buyers at the door.
- It is advised if you do give away product samples to attach a coloured sticker, so security can easily identify the samples.
- Please provide details in the special requests section of your AGHA Stand Information Form on your OEP.
- If you are providing food and/or beverage samples, you need to seek approval from the Venue.

Sales by Exhibitors

- AGHA Gift Fairs are trade-only events and no cash sales on stands are permitted.
- No stock or product is permitted to leave the building during the opening hours of the exhibition by exhibitors or buyers; you or your customer will be stopped by security.
- To help reduce congestion in thoroughfares and the elimination of cash and product handling we advise that personal shopping/cash sales will no longer be permitted on the last day of the event and at any time during the show.

CODE OF ETHICS

Exhibitors

- Must not enter or interfere with another exhibitor's stand without the presence or express permission of that exhibitor.
- Ensure your exhibits and stand presentation is in the style attune to the industry and not that of a 'market' stall.
- Ensure that persons in your employment and any others affected by your actions and omissions are safe and without risk to their health and safety.
- Ensure that the relevant risk assessments have been carried out relating to your own stand area during move-in and move-out.
- Co-operate and co-ordinate your actions with the organiser/contractors on-site.
- Make parties aware of any potential risks during move-in and move-out through risk assessments.
- Ensure that your staff/contractors are both competent and following safe systems of work.
- Seek advice where necessary from the health and safety advisors on-site, this will enable you to comply with the relevant statutory provisions.
- Ensure that all persons in your employment (staff, suppliers, contractors, subcontractors) have been made aware of all necessary exhibitor collateral (i.e., Exhibitor Manual, WHS policies, procedures and guidelines, operational newsletters, etc.)
- Stand design and product should only be placed within your space confine and NOT placed anywhere in the surrounding aisle-ways or in a position where it impedes visions to your surrounding exhibitors.

Contractors

- Act in a manner that is not offensive to others in the surrounding environment.
- Must be competent i.e., have the necessary skills, knowledge and experience pertaining to stand design backed up by the relevant qualifications.
- Ensure that erection and maintenance of the design can be carried out safely and in accordance with the relevant legislation by the contractors and in the time available.
- Comply with all construction design regulations.
- Ensure the health, safety and welfare of any persons including subcontractors on-site during the move-in and move-out period.
- Comply with Work Health Safety Legislation, during the move-in and move-out period.
- Where significant risks are involved ensure that risk assessments and safe work method statements detailing the company's safe methods of work are completed and provided to the organiser.
- Ensure that risk assessments and method statements are produced in pre-exhibition meetings and/or when requested to do so.
- Ensure competence of employees and subcontractors to carry out the designated work.
- Co-operate and co-ordinate your actions with the organiser and other contractors on-site.

WORKPLACE HEALTH & SAFETY

- Work Health Safety (WHS) is an extremely important area that must be addressed by all exhibitors, contractors, and participants of the exhibition. All exhibitors, contractors, subcontractors, and other persons working within the confines of the stand, including the loading dock must abide by the provisions of the WHS regulations. Persons responsible for each stand display must ensure that any persons contracted by the exhibitor also comply.
- Under no circumstances must any exhibitor, contractor or other persons block or impede any of the following: aisle-ways, roadways, doors, ramps, stairs, emergency exits, fire hose reels, fire extinguisher access or fire detection systems.
- Any accidents, dangerous occurrences or injuries must be reported to the organiser as soon as possible.

The organisers will ensure all the WHS policies and guidelines below are strictly adhered to:

- Children age of 14 years or younger are not allowed on-site during move-in, move-out or during the exhibition trading days.
- All exhibitors, their staff and contractors must wear safety vests during move-in and move-out. Vests will be available for exhibitors at the exhibition entry points during move-in and move-out. Contractors must supply their own.
- Closed-toed shoes must be worn at all times. Open-toed shoes, thongs, sandals, or bare feet are NOT permitted during move-in and move-out.
- Exhibitors must comply with all Local, State and Federal Statutory Regulations, including the Building Codes of Australia and all current Australian Standards.
- Persons operating equipment during the event must be a current holder of the relevant certificate or license as required by law to operate such equipment. Machinery, equipment, or substances likely to jeopardise the health or safety of any person are prohibited.
- In the event of a fire or evacuation, follow AGHA and venue staff to the assembly area and check all staff are present. If a member of your staff is missing, advise security immediately. See 'Evacuation Zones' on the map below.

- Doors will be closed by security when the exhibition area is cleared, and an announcement will be made when it is safe to return.
- It is the exhibitor's responsibility that all staff are made aware of the WHS requirements for the exhibition.
- AGHA requires a nominated person as the emergency contact for every stand. In the case of an emergency relating to your stand, this person needs to be contactable 24/7, especially in the event of an emergency happening overnight. Complete the **AGHA Stand Information Form** which includes your **On-site Emergency Contact Form** on your OEP.

EMERGENCY EVACUATION PROCEDURES

Fire, Medical & Security Emergencies

Dial ext. 6666 (or +61 3 9235 8333 from any phone)

- In any emergency, notify your event security provider immediately or dial 6666 from the nearest internal phone.
- Melbourne Convention and Exhibition Centre (MCEC) Security Control Centre will dial 000 to co-ordinate emergency service response as required.
- For non-emergency security enquiries dial ext. 8333 (or 9235 8333 from any phone).

Fire

- Familiarise yourself with the nearest fire exit and follow the warden's instructions. Do not use the lifts.
- Please note that only trained security personnel or wardens are permitted to use fire extinguishers.

Medical emergencies

- In any medical emergency notify your event security or first aid provider immediately. You can also report first aid/medical incidents to the Security Control Centre by calling 6666 from an internal phone or +61 3 9235 8333.

Shelter within the venue

- If there is an emergency that requires you to stay indoors, find a safe place away from windows or doors and wait for instruction from the wardens or security.

Evacuation

In the event of an emergency one of two alarms may sound.

- Alert alarm: "Beep! Beep! Beep!"
 - If you hear the alert alarm, remain where you are and wait for further instructions.
- Evacuation alarm: "Whoop! Whoop!"
 - If you hear the evacuation alarm, you must leave the building immediately. A warden will direct you to the safest evacuation point and let you know if/when it is safe to return.

First Aid

- In the event that first aid assistance is required, please approach either security, an AGHA staff member or your nearest Information Counter.
- **DO NOT CALL 000** – all requests for an ambulance **MUST** go through the venue to ensure correct location and access is provided, please direct through venue security.

TERMS & CONDITIONS FOR EXHIBITING

The following terms and conditions are based on a standard Member Loyalty Contract.

INTERPRETATION

- In this Agreement, except insofar as the context or subject matter otherwise, indicates or requires:
- "Organiser" means Australian Gift and Homewares Limited ("AGHA") ABN 49 061 196 290.
- "AGHA Member" means a wholesaler, manufacturer, agent, importer or retailer who from time to time is a financial member of AGHA in accordance with AGHA's Constitution.
- "AGHA Gift Fairs" means any exhibition held anywhere in Australia and organised and owned by AGHA.
- "Agreed Date" is the date or dates agreed by the Exhibitor on or before payment instalments of the Licence Fee will be paid to the Organiser.
- "Amount Payable" means the total costs payable to the Organiser by the Exhibitor as specified in the Agreement to participate in the Exhibition.
- "Commencement Date" means the first day that Exhibitors may occupy their Space in the Exhibition and as specified by the Organiser.
- "Exhibition" means the Exhibitions, Fairs, Expos or Events specified in the Agreement.
- "Exhibitor" means the company or business identified in the Agreement to participate in the Exhibition.
- "Exhibitors' Personnel" means the Exhibitor's staff, directors, any employee, agents, sub-agents, contractors and invitees or any of them.
- "Exhibitor Manual" means the Organiser's manual of rules and regulations governing Exhibitors' participation in the Exhibition, use of the Hall and the services and equipment provided for Exhibitors' use,
- as amended from time to time by notice in writing by the Organiser to the Exhibitor.
- "Exhibition Rate Card" means any document presented to the Exhibitor by the Organiser at the time of signing of the Agreement that specifies the rates, costs and charges of participating in the
- Exhibition.
- "Hall" means the exhibition hall or venue specified in the Agreement or any substitute nominated by the Organiser.
- "Licence Fees" means the fee payable by the Exhibitor to the Organiser to occupy the exhibition Space as specified in the Agreement.
- "Shell Scheme" means the Organiser provided standard display construction consisting of 2.4 metre high walls, named fascia, carpet, spotlights (2 per every 9 square metres of Space) and 4 Amp power
- point.
- "Space" means the exhibition space allocated to and used by the Exhibitor in the Exhibition as specified in the Agreement or any substitute space nominated by the Organiser. Space does not include any construction or supply of materials for the purpose of
- presenting a display.
- "Standard Rate" means the base cost of occupying the Space in the Exhibition by the Exhibitor as published in the Exhibition Rate Card as of the date of Agreement being signed and before any discounts or adjustments are applied.
- 2. Where the context words denoting the singular number include the plural and vice versa; words denoting individuals include corporations and vice versa; words denoting any gender include all genders; references to any party include that party's successors and permitted assigns; any promise or agreement on the part of two or more persons binds all of them jointly and each of them severally.
- 3. Headings are used as a guide only and do not form any part of the context.
- 4. A Agreement exists between the Organiser and the Exhibitor on these General Conditions when the Organiser accepts the Agreement signed by the Exhibitor or by written notice to the Exhibitor from the Organiser.
- 5. Upon the making of this Agreement the Organiser, in consideration of payment of the agreed fees, grants to the Exhibitor a Licence to occupy the Space for promotion of the product(s) / service(s) specified overleaf from the Commencement Date to the time
- specified by the Organiser for completion of dismantling of the Exhibitor's display.

PAYMENTS

- 6. The Exhibitor must pay the Organiser the Licence Fee by instalments specified by the Organiser on or before the agreed date as indicated in the Agreement.
- 7. The Organiser may at its discretion provide to the Exhibitor a discounted Licence fee which will be conditional on each of the instalments specified in Clause 6 being received by the Agreed Date. Any instalment not received by the Agreed Date will be recalculated at the Standard rate and all discounts, loyalty discounts or any reduction in the Licence Fee will not be applied.
- 8. The Organiser may at its discretion and by written notice to the Exhibitor deem that the Exhibitor has terminated the Agreement if any instalment or agreed payment is not received within 30 days of the agreed payment date and then the provisions of Clauses 9-12 shall apply.

CANCELLATIONS

- 9. The Exhibitor may terminate this Agreement at any time prior to the Commencement Date of the Exhibition by giving the Organiser written notice of termination.
- 10. If the Exhibitor terminates the Agreement the Exhibitor agrees to pay the Organiser liquidated damages calculated at the date of receipt of notice of termination as specified as follows:
 - i. more than 90 days prior to the Commencement Date – 50% of the Standard Rate (plus GST)
 - ii. more than 30 days and less than 90 days prior to the Commencement Date – 100% of the Standard Rate (plus GST)
 - iii. less than 30 days prior to the Commencement Date - 100% of the Standard Rate plus an administration charge not exceeding 20% of the Amount Payable (plus GST)

- **11.** In addition to any damages specified in Clause 10, if the Exhibitor terminates the Agreement any discounts or adjustments that have been applied to the calculation of the Licence Fee for any previously held exhibition specified in this Agreement the Exhibitor agrees to refund the difference between each Licence Fee for each exhibition and the Standard Rate specified for each exhibition as applicable at the time the Agreement was signed.
- **12.** In addition to any other rights of the Organiser, if the Exhibitor fails to occupy the Space at the Exhibition without terminating the Agreement, the Organiser may occupy or cause the Space to be occupied in such manner as it deems best in the interests of the Exhibition and without releasing the Exhibitor from any liability hereunder. In addition, the Exhibitor shall pay to the Organiser the amount specified in Clause 10(iii) plus a display charge of \$440 (incl GST) per square metre of Space for preparing and presenting the Space in the Exhibitor's absence.

INSURANCE

- **13.** The Organiser, on behalf of the Exhibitor and in the joint names of the Organiser and the Exhibitor, will purchase, effect and keep current at all times during the move in, operational and move out period of the Exhibition a Public Liability Insurance Policy in respect of the Exhibitor's participation in the Exhibition for not less than Twenty Million Australian Dollars (AUD\$20,000,000) cover with an insurance office or company selected by the Organiser.

USE, ASSIGNMENT & SUBLETTING

- **14.** The Exhibitor may not use the Space for promotion of any product(s) or service(s) other than those specified in the Agreement and may not assign, share, transfer, sub-let, sub-license or otherwise dispose of any part of the right granted to the Exhibitor by the Organiser without the prior consent of the Organiser in writing.

ORGANISERS OBLIGATIONS & RIGHTS

- **15.** The Organiser makes no warranties or representations as to the performance of the Exhibition in regard to the number of visitors attending the Exhibition or any level of business generated by the Exhibition.
- **16.** The Organiser reserves the right in its absolute discretion to change the name, dates, location and times of the Exhibition, the Hall and the location of the Space and shall not be liable to the Exhibitor for any loss, damage, cost or expense incurred by the Exhibitor in consequence of any such change.
- **17.** The Organiser shall have complete discretion to determine the dates and times when the Exhibition shall be opened to the Exhibitor and to the attendees.
- **18.** The Organiser will be responsible for the general cleaning of aisles and passages in the Hall daily.
- **19.** The Organiser shall not be liable for damage to or loss of any exhibits howsoever caused (including, without limiting the foregoing, damage or loss caused by loss, theft, fire, water, storms, strikes, riots or direct forcible interference by or negligence of any person) except for damage or loss caused by direct forcible interference with the exhibits by the Organiser otherwise than in an emergency or in case of breach of this Agreement by the Exhibitor.
- **20.** The Organiser will use its reasonable endeavours to ensure the supply of the Space and services mentioned in this Agreement and in the Organiser's brochure for the Exhibition but it shall not be liable to the Exhibitor for any losses, damages or expenses arising out of total or partial failure of such services caused by strike, lock out, accident, force majeure or any other cause beyond the control of the Organiser including, but without limiting the generality of the foregoing, the cancellation and / or revocation at any time of the Organiser's right and/or licence to use or occupy the Exhibition site or any part thereof for the purpose of holding the Exhibition (hereafter called "the occurrences"). In the event of total or partial failure of any services or the prevention or abandonment of the Exhibition as a result of any of the occurrences the Exhibitor shall not be entitled to a refund of any amounts paid by it nor shall it be relieved of the obligation to pay any amount due under this Agreement nor shall the Organiser be liable in any way for any expenditure or liability or loss including consequential loss incurred or sustained by the Exhibitor.

EXHIBITORS OBLIGATIONS & RIGHTS

- **21.** If the Exhibitor breaches or fails to comply with any term of this Agreement or the rules and regulations set out in (a) the Exhibitor Manual, (b) any written correspondence from the Organiser to the Exhibitor, or (c) specified by the owner or operator of the Exhibition venue or (d) breaches or fails to adhere to the AGHA Member Code of Conduct, then the Organiser may terminate this Agreement by notice in writing to the Exhibitor and may retain all monies paid in whole or partial (as the case may be) compensation for any loss incurred by the Organiser.
- The Organiser shall have the right to re-license the Space to any other person on such terms as the Organiser may in its discretion think fit. The Exhibitor shall be liable to the Organiser for any loss suffered by the Organiser on the re-licensing of the Space to the extent that it exceeds then money retained by the Organiser.
- **22.** The Exhibitor must be (i) a financial member of the AGHA and (ii) with no outstanding amounts due to the AGHA at the Commencement Date of the Exhibition. Failure to comply with either or both (i) & (ii) the Exhibitor will be deemed to have cancelled the Agreement whereby Clauses 9-12 shall apply.
- **23.** The Exhibitor indemnifies and must keep the Organiser indemnified against any claims for property damage, personal injury or death caused by, or in connection with any breach of this Agreement by the Exhibitor; and any negligence by the Exhibitor or the Exhibitor's Personnel.
- **24.** The Exhibitor warrants to the Organiser that the display of any product, brand, mark, name or other material will not infringe the copyright or other intellectual property or contractual rights of any other person or corporation, or defame anyone, or constitute a breach of any statutory or common law obligation owed to any other party.
- **25.** The Exhibitor must not visit another Exhibitor's stand, or take another Exhibitor's brochures or price lists without permission of the Organiser or the other exhibitor. No photographs may be taken at the Exhibition without the written approval of the Organiser.
- **26.** The Exhibitor must not operate any amplified sound equipment or equipment capable of generating sound or noise that is likely to annoy or is likely to be a nuisance to other exhibitors or visitors. The Organiser will be the sole judge of whether the Exhibitor's equipment or activities causes or is likely to cause annoyance or a nuisance and the Exhibitor must obey all directions given by the Organiser with respect thereto.
- **27.** The Exhibitor must keep the Space clean and tidy to the satisfaction of the Organiser at all times during the course of the Exhibition.

- **28.** If the Exhibitor sells any goods from its stand it agrees to issue to every purchaser an official receipt clearly describing the goods sold and the amount paid. The receipt must be in a format acceptable to the Australian Taxation Office.
- **29.** If the Exhibitor sells any goods it agrees to indemnify the Organiser against any claim or action by any of its purchasers arising out of any failure by the Exhibitor or the purchaser to comply with the preceding paragraph.
- **30.** The Exhibitor shall not remove any goods or display materials during the course of the Exhibition without the prior written approval of the Organiser.
- **31.** The Exhibitor shall not conduct or permit to be conducted any lottery, raffle, guessing competition, game of chance or side show during the Exhibition without appropriate Government approvals and license permits. Permits must be produced on demand by the Organiser.
- **32.** The Exhibitor must ensure that all displays, demonstrations and activities comply with the terms of a) the Agreement, b) the Exhibitor Manual and c) the rules and regulations of the owner or operator of the Exhibition venue and are in keeping with the standard, character, demeanour, quality, dignity, and atmosphere of the Exhibition. The Organiser reserves the right to reject any display or demonstration and to take all necessary remedies to make good the display.
- **33.** The Exhibitor must ensure that their display structure, display materials, and all demonstrations, sales and promotional activities are strictly contained to the confines of their Space. The Exhibitor's Personnel must also operate entirely within their Space. Any Exhibitor operating outside of their Space will incur an additional facility charge of \$1,100 per hour (inclusive of gst) for the use of non-licenced areas.
- **34.** No installation, dismantling or removal of electrical, water, gas, drainage and telephone services or banner hanging for the Space may be carried out except by contractors previously approved in writing by the Organiser. The Exhibitor must pay all costs of such installation, dismantling and removal as they fall due.
- **35.** The Exhibitor agrees to pay all proper charges for electricity, gas, water, waste disposal and telephones used on the Space.
- **36.** The Exhibitor is required to provide a display stand designed for the Space. If the Exhibitor's stand has common boundaries with another exhibitor the Exhibitor is required to provide walling of minimum height of 2.4 metres along the common boundaries.
- If the Exhibitor's Space is less than 28 square metres in area the Organiser will supply Shell Scheme at an additional cost unless the Exhibitor provides the Organiser plans and designs of a custom built display stand suitable for the Space. For Space 28 square metres and greater in area the Organiser does not supply Shell Scheme and the Exhibitor is required to provide a custom design stand built either by the Exhibitor or an appointed display contractor. The Exhibitor may Agreement the Organiser to provide Shell Scheme at an additional charge. All designs of custom built stands must be submitted by the Exhibitor to the Organiser for approval prior to 30 days of the Commencement Date.
- **37.** Solid wall (non-transparent) stand construction with a height exceeding 1.2 metres is not permitted to extend more than half of the distance along any aisle facing side of any Exhibitors' Space. After half the distance is reached with solid wall construction then
 - open side or transparent construction is mandatory.
- **38.** The Exhibitor shall not paint, mark, damage, deface or otherwise alter the floors, walls or any part of any building housing any part of the Exhibition without the consent in writing of the Organiser. The Exhibitor will be solely responsible for any damage they cause to the venue.
- **39.** Any floor loading set out in the plan annexed or otherwise advised to the Exhibitor shall not be exceeded by the Exhibitor and in the event of its being exceeded by the Exhibitor all floor damage shall be made good at the Exhibitor's expense
- **40.** The Exhibitor shall be liable for all floor, walls or any damage caused by the Exhibitor's personnel, agents or contractors in going to or from the Space or in carrying any goods or exhibits to or from the Space.
- **41.** At least fourteen (14) days before the Commencement Date the Exhibitor must provide the Organiser with a list of the names of each of the Exhibitor's Personnel who will be engaged in setting up, staffing and dismantling the Exhibitor's display (in this clause called "Exhibitor's Exhibition Staff").
 - The Organiser will provide name badges for each of the Exhibitor's Exhibition Staff. Such name badges remain the property of the Organiser at all times; are non-transferable; must be worn by the people named on them at all times when at the Exhibition site; must not be used by persons other than those named on them; and may be seized by the Organiser in case of misuse and not reissued.
- **42.** The Exhibitor shall comply with all laws, regulations ordinances and by-laws from time to time in force and issued by any governmental, statutory or other authority including those having responsibility for public health, fire and safety.
- **43.** The Exhibitor must commence setting up its display stand by no later than 10am on the day prior to the opening of the Exhibition or at such later time as may be approved in writing by the Organiser and must totally complete the setting up of its display no later than 6pm on the day prior to the opening of the Exhibition. If the Exhibitor requires additional time after 6pm to setup their display the Organiser will charge a facility fee of \$550 (inc gst) per hour to cover the cost of ancillary staff and services for the extended setup period. The Exhibitor must occupy the Space and must cause its display to be attended by the Exhibitor's Personnel at all times during official Exhibition opening times.
- **44.** If any item is left by the Exhibitor, its agents or invitees at the Exhibition, AGHA may immediately without notice and without any need to account to the Exhibitor, remove any such property and treat it as if the Exhibitor had abandoned its interests in it and it had become the property of AGHA and the Exhibitor must indemnify AGHA from any claims made by any third party claiming an interest in any such property.

WARRANTIES AND LIABILITIES

- **45.** The Exhibitor indemnifies the Organiser against all actions, claims, demands, loss, liability, cost and expense arising out of any damage to the walls, floors, ceilings, fixtures and fittings of the building in which it occupies space unless such damage has not been caused by any act or omission of the Exhibitor's Personnel, proof of which shall lie on the Exhibitor.
- **46.** The Exhibitor agrees to occupy and use the Space at the risk of the Exhibitor and hereby releases the Organiser to the full extent permitted by law from all claims demands of every kind and from all liability which may arise in respect of any accident or damage to property or injury to any person in the Space or elsewhere in the Exhibition. The Exhibitor indemnifies the Organiser from and against all actions, claims, demands, loss, liability, damages, fines, costs and expenses, including but not limited to legal costs and expenses (as between solicitor and client) incurred by the Organiser or for which the Organiser may become liable in respect of any damage to property or loss or injury to any person which may be suffered or sustained in or upon and in relation to any part of the Space or arising out of or in consequence of any act or omission of the Exhibitor's Personnel in relation to the Exhibition or its site.

GENERAL

- **47.** This Agreement contains the entire understanding of the parties in relation to its subject matter and there is no representation, warranty, promise, term, condition, right or obligation (whether oral or written, express or implied) which has been made, given, agreed, acquired, accepted or relied upon by either party other than those contained herein. No amendment to this Agreement shall be effective unless it is in writing to the Exhibitor by the Organiser.
- **48.** Nothing herein contained shall or shall be deemed to preclude or restrict the right of the Organiser from time to time, to make any alterations or amendments to the annexed plan without the consent of the Exhibitor provided that the area of Space shall not be less than that specified overleaf.
- **49.** The Organiser may at its own option at any time as the agent of the Exhibitor remedy any default by the Exhibitor under this Agreement and the full amount of any expenses incurred by the Organiser in so doing shall constitute a liquidated debt due and owing by the Exhibitor to the Organiser and shall be paid by the Exhibitor to the Organiser on demand.
- **50.** The Organiser shall have the right from time to time on giving written notice to the Exhibitor to make, vary and enforce such rules and regulations as it may think desirable for the proper running of the
- Exhibition and breach by the Exhibitor of such rules and regulations shall be deemed to be a breach of this Agreement. Such rules and regulation shall be deemed to be a breach of this Agreement. Such
- rules and regulation shall be sent to the Exhibitor by pre-paid post or electronically to the address of the Exhibitor referred to in this Agreement or by delivery to the Exhibitor to its stand during the exhibition.
- **51.** This Agreement shall be governed by the laws of the State of New South Wales and the Commonwealth of Australia. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the parties irrevocably submit to the jurisdiction of the Courts of the State of New South Wales and the commonwealth of Australia and waive any objection to proceedings in any such Court on the ground of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- **52.** If for any reason a provision of this Agreement or part of one shall be illegal, invalid or unenforceable in any jurisdiction it shall be read down or severed to the extent necessary so that it may not be so construed. The illegality, invalidity or unenforceability of any provision, or part of one, in any jurisdiction shall not affect the legality, validity or enforceability of any other provision, that provision in any other jurisdiction.

Thank you for reading Conditions, Regulations & Procedures

By signing your Exhibition Agreement, you are agreeing to abide by the terms and conditions, rules and regulations outlined in the Exhibitor Manual and Conditions, Regulations & Procedures.

Please contact the team if you have any queries.

events@agha.com.au