

## For companies exhibiting at the APSAD Auckland 2018 Conference, 4 – 7 November, Pullman Auckland Hotel, Auckland, New Zealand

### TERMS & CONDITIONS

#### 1 THE CONTRACT

1.1 In this contract, the Conference Secretariat is the ASHM Conference & Events Division ABN 48 264 545 457 are 'we': 'us' and 'our'. The person with an exhibition space is 'you' and 'your'.

1.2 These Terms and conditions apply from the date of signing. You acknowledge that we update the details of the exhibition from time to time.

#### 2. OUR RIGHTS AND RESPONSIBILITIES

2.1 We will:

- a) Organize and hold the exhibition
- b) Promote the exhibition
- c) Make reasonable efforts to offer you the space requested

2.2 We do not guarantee Exhibition visitor numbers or any level of commercial activity.

2.3 We may change the exhibition including but not limited to:

- a) Changing your space or its location to suit floor plan and reducing your fee in proportion to any reduction in size
- b) Changing how long it runs for
- c) Changing visitor opening hours
- d) Extending the venue in a separate area from the main venue

2.4 We ask you to:

- a) Obey the relevant laws
- b) Prevent any damage

2.5 We can:

- a) Refuse to allow, or stop displays, product demonstrations or other uses of your space
- b) Specify display area wall heights and coverings
- c) Approve or disapprove the content and presentation of your materials
- d) Decide times you can set up and dismantle displays
- e) Decide how you, your employees, contractors or agents use exhibition entry cards
- f) Set conditions for moving goods and displays before, during and after the exhibition
- g) Set restrictions on taking photographs - we will advise you if this will be required
- h) Specify how you can use audio visual equipment and media and how you can demonstrate machines
- i) Make health and safety requirements

#### 3. YOUR RIGHTS AND RESPONSIBILITIES

3.1 You must:

- a) Use your space only to display and promote goods and/or services in keeping with the exhibition
- b) Make the most of your space's promotional goods and/or services in keeping with the exhibition
- c) Follow our directions as soon as possible and pay any associated costs
- d) Follow relevant laws, meet OH&S and venue guidelines, and avoid damaging any person or property
- e) Keep your space clean and tidy, and immediately remove all your materials when the exhibition ends. If you do not, we will charge you a fee to do so
- f) Not do anything that may interfere with the smooth running of the exhibition, including, but not limited to, encouraging exhibition visitors to view goods and services in another location

#### 4. PAYMENT

4.1 You must pay the full fee owing for your exhibition space prior to the exhibition beginning or the organisers reserve the right to cancel your space

#### 5. OUR REMEDIES

5.1 If you breach the contract, we will provide you with notice of the breach and give you a reasonable time to remedy it. If you fail to remedy the breach within this time, we may:

- a) Reallocate your space or refuse you access to it
- b) Remedy your breach without advising you and require you to pay for the cost of our actions
- c) Remove you from the exhibition and your space

5.2 If you cancel all or part of the contract (except if you cancel because of our breach) we will claim a cancellation fee from you dependent on the time of the cancellation. Cancellation charges had been advised in the sponsorship & exhibition prospectus

#### 6. RISK AND INSURANCE COVER

6.1 You agree that the exhibition site can be hazardous. You will take due care to prevent injury and property damage. We are not responsible for any damage caused by your acts or omissions. You must use our incident report form to tell us in writing about any site incident and give us supporting evidence. After an incident, you must not remove anything from the site without our prior approval.

6.2 You must give us proof of current public liability insurance by the date stated in the exhibition manual

6.3 You must not share your space without advising us in writing. By sharing your space the primary contact is responsible for payment and providing the proof of public liability insurance and is responsible for the actions of the other party unless a separate proof of public liability is provided

#### 7. WARRANTIES AND LIABILITIES

7.1 As allowed by law, or except where the contract states, we:

- a) Do not make any representations or warranties about you or your space
- b) Are not liable for any person's injury or death, property damage, economic loss or any indirect damages to do with the exhibition

7.2 You indemnify us from and against any claims, damages, losses and costs we may incur because of:

- a) Any breach of the contract that you make
- b) Any of your displays or product demonstrations
- c) Any of your acts or omissions to do with the exhibition, including any negligence and wrong doings

7.3 You agree not to sell or intend to sell goods at the exhibition that misrepresent or infringe intellectual property rights. You indemnify us from and against any and all claims, damages, losses and costs we may incur if you breach this agreement.

#### 8. GIVING US MATERIAL

- a) You must give us all material by the deadline that we set. If we do not receive it by the deadline, we will consider that you have cancelled the advertising.
- b) If you want to cancel your advertising, you must tell us in writing. No reduction in exhibition space fees will apply.
- c) If you have provided materials but wish to cancel the publication after the deadline we will endeavour to stop its publication but we are not liable if the material cannot be removed and we will not stop production if this risks the timely printing of it.

#### 9. GENERAL ISSUES

9.1 We are not liable for any expenditure, liability or loss because of:

- a) Acts of god or terrorism
- b) Natural disasters
- c) Strikes or shortages
- d) Failure of electrical power or other venue issues
- e) Lower than advised exhibition visitor numbers

9.2 You give us consent to use your contact information for internal purposes

Accepted by (signature)	
Name and position	
Date	
Company	