

TOMORROWBOUND

EXHIBITORS AGREEMENT 2024

Terms and Conditions for exhibitors at the Tomorrow Bound Career Expo 2024, Prince of Wales Showgrounds – Bendigo.

These terms and conditions constitute an agreement between BENDIGO KANGAN INSTITUTE ABN 74 802 942 886 (“Organiser”) and the person or organisation agreeing to exhibit and or/ exhibiting (“Exhibitor”) at the Tomorrow Bound Career Expo 2024. By participating in the Expo, the Exhibitor agrees to the following terms and conditions.

1. Participation in the Expo by the Exhibitor is subject to:
 - a. the acceptance of the Exhibitor by the Organiser at its complete discretion; and
 - b. the Exhibitor completing the registration process. Acceptance will be expressly confirmed in writing by the organiser upon receipt of the fully completed booking form (the “Booking”).
2. The Exhibitor agrees to staff and continually keep its stand open throughout the course of the Expo.
3. Bookings to exhibit will close on Friday 3rd May 2024 unless sold out prior.
4. An Exhibitor may cancel its Booking and receive a refund of 100% of the Fee paid subject to providing written notice of the cancellation to the Organiser by no later than Friday 3rd May 2024.
5. No refunds will be provided for cancellations after Friday 3rd May 2024.
6. The Exhibitor must register their participation in the expo by completing registration and payment online via the approved Exhibitors registration form prior to Friday 3rd May 2024. The Exhibitor must not occupy stand space at the Expo until all monies owing to organiser have been fully paid.
7. Following the Exhibitors online registration and payment for their participation in the expo, the Organiser will issue the Exhibitor an allocated area to set up its stand at the Expo. The location will be at the organiser’s sole discretion.
8. The Exhibitor and all its supervising personnel working at the Tomorrow Bound Career Expo event must ensure they comply with Working with Children Check requirements.
9. The Organiser will provide the Exhibitor with one trestle table and two chairs. Additional furniture requests must be submitted in writing to the organiser by no later than 2 weeks prior to the event and cannot be guaranteed.
10. Any plans or requests by the Exhibitor to erect its own customised stand in the space allocated to it must be submitted in writing to the Organiser for approval by no later than 2 weeks prior to the Expo. No custom stands can be erected without prior written approval from the Organiser.
11. The Exhibitor must not cause any obstruction to other exhibitors or public space at the venue, or modify their stand and/or floor, or set up machinery on their stand without prior consultation and approval from the Organiser.
12. No inflatable items (including helium balloons, aerosol cans or any items) deemed hazardous by the Organiser are permitted in the Prince of Wales Showgrounds. The Organiser reserves the right to take the appropriate action if any of these items are brought to the Expo venue including, but not limited to, the removal and/or destruction of the items at the exhibitor’s cost or directing the Exhibitor to remove them. It is the Exhibitor’s responsibility to ensure that any items it brings to the Expo are not hazardous and should consult the Organiser if there is any doubt.

13. The Exhibitor must ensure that its activities, furniture, promotional material and signage do not interfere with the good order and safety of the Expo or with any other exhibitor. Furniture and promotional material must be contained within the space allocated to the Exhibitor. Emergency exits and public spaces must be kept clear. The Organiser reserves the right to take the appropriate action to enforce this requirement including, but not limited to, the removal of any signage, furniture or promotional materials.
14. The Exhibitor must confine its activities to the space allotted to it by the Organiser. The Exhibitor is not permitted to distribute promotional material or promote its organisation anywhere other than from its own stand. This includes venue aisles and external areas of the Expo venue. It is the responsibility of the Exhibitor to ensure that they are compliant. The Organiser reserves the right to take the appropriate action to enforce this requirement.
15. The Exhibitor must not pack up its stand partially or totally before closing time on the day of the Expo. The Exhibitor must not leave any goods or promotional material on its stand after 4.00pm on the day of the Expo.
16. No stand may be sublet or hired to any third party without the consent of the Organiser.
17. The Exhibitor is only permitted to exhibit its own products or services at the Expo.
18. Trolleys are permitted on the floors and can be used to transport displays.
19. At bump in and bump out times all exhibitors must wear high visibility safety vests and appropriate clothing.
20. The Exhibitor shall affect public liability insurance of at least \$10 million for the Exhibitor's stand covering loss from public risk, fire and theft with the Organiser's interest under this clause noted and will produce the certificate of currency and the policy relating thereto on demand by the Organiser.
21. The Exhibitor is responsible for safety and security of its products and stand. Material on its stand must not be left unattended at any time during the Expo or during bump in or bump out. Goods are left on the Exhibitor's stand and/or Exhibitor storage area at the Exhibitor's own risk.
22. It is the responsibility of the Exhibitor to leave the stand space clean and tidy during the exhibition and on bumping out. The Organiser reserves the right to charge an additional fee to the Exhibitor for the reasonable costs of any cleaning or removal of items left by the Exhibitor.
23. The Organisers reserve the right to amend the dates for holding The Expo. Organisers will not be responsible for any loss occasioned thereby. The Organisers also reserve the right to close The Expo or vary its hours.
24. The Organisers reserve the right to determine, amend or alter the location of the Exhibitor's stand and the Exhibitor undertakes to agree to such.
25. The Organiser reserves the right to refuse admission or eject the Exhibitor or its representatives from the Expo due to (but not limited to):
 - a. failure to comply with these terms and conditions; or
 - b. representing a security risk, nuisance or in any way interfering with the operation or integrity of the Expo.
26. The Exhibitor agrees to comply with any other reasonable request of the Organiser relating to the Expo.
27. Exhibitors shall comply with all State and Commonwealth regulations and legal requirements as well as any rules of the venue.
28. The Organiser reserves the right to amend these terms and conditions from time to time and the Exhibitor will be bound to the terms and conditions in force at the time it makes the Booking or attends the Expo.
29. Nothing in this agreement restricts the rights of the organiser to manage the layout, look and feel, including the provision of any types of decoration or promotional material provided they do not damage the stand fixtures and fittings provided by the Organiser.

30. These terms and conditions are governed by the laws of Victoria. Any legal action arising from it shall be litigated in the appropriate court of that State.
31. The Exhibitor indemnifies and holds harmless the Organiser, its employees, agents, contractors and sub-contractors from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by the Organiser, its employees, agents, contractors and sub-contractors arising out of or in connection with (but not limited to):
- a. any breach of these terms and conditions by the Exhibitor;
 - b. the Exhibitor's use and attendance at the Expo;
 - c. any injury or damage sustained due to any act or omission of the Exhibitor; or
 - d. any damage to the Expo venue or any goods located at the Venue.
32. To the extent permitted by law neither the Organiser nor its employees, agents, contractors, or sub-contractors will be liable to the Exhibitor for any loss or damage (including any consequential loss) arising out of the Exhibitor's participation in the Expo.
33. In the event that any additional provisions are implied into these terms and conditions by the Competition and Consumer Act 2010 or any other law or regulation in force throughout Australia from time to time including but not limited to guarantees, warranties, conditions and obligations on the Organiser, to the extent permitted by law the Organiser's liability will be limited to providing, at the Organiser's discretion, a replacement of the services provided to the Exhibitor (where possible) or payment of the cost of having the goods or services supplied again.

NAME _____

SIGNED _____

DATE _____