

# The Mackay-Bowen Mining & Resource Expo

MACKAY ENTERTAINMENT & CONVENTION CENTRE, 31st AUG - 2nd SEPT 2011

## EXHIBITOR BOOKING FORM

### Exhibitor Requirements

#### 1. Stand

Please list your preferred option and an alternative

Preferred stand number(s)

1st alternative

Stand Size

Stand Cost \$ .....

#### 2. Event Program

Program Ad Size \$ .....

Program Ad Cost \$ .....

Program Logo \$  
\$95 + GST .....

Event Program Cost \$ .....

#### 3. Advantage Plus Options

Fascia Logo(s) \$  
\$95 + GST .....

Promo Girl/Stand Host \$  
\$40 per hour see *Terms and Conditions for details*

Backlit Fascia \$  
\$250 + GST .....

Advantage Plus \$  
(Total Cost) .....

#### 4. Total

Sub Total \$ .....

GST \$ .....

Total Amount \$ .....

Company Name: .....

ABN: .....

Address: .....

Suburb: ..... State: ..... P/code: .....

Telephone: ..... Facsimile: .....

Mobile: .....

Contact: ..... Position: .....

Email: .....

Website: .....

What products or services will you be exhibiting? .....

Special Conditions: .....

**PLEASE SIGN & FAX YOUR BOOKING FORM TO 08 9429 3023**

Name: ..... Title: .....

Signature: ..... Date: .....

**Invoice will be sent once booking form has been received.**

Payment Options

1. EFT (details on invoice)
2. Cheque - made payable to Australian Industry & Lifestyle Exhibitions

I am authorised by the Exhibitor to enter into this contract on behalf of the Exhibitor and agree that by doing so the Exhibitor is bound by and agrees to the Australian Industry & Lifestyle Exhibitions terms and conditions overleaf. I confirm that I have read the terms and conditions and agree to each of them severally and in their entirety without variation. We agree to the following payment terms:

1. Payment of deposit of 36% of the total price within 7 days of acceptance of this contract by AI&LE, an invoice for which will be forwarded by AI&LE on acceptance.

2. The second payment of 36% of the total price by 3 April 2010. The balance of the total amount owed is payable by 4 September 2010 and should any of the payments not be made by their due dates any stand already allocated to the Exhibitor may be reallocated at the sole discretion of AI&LE. All program advertising payments must be received by AI&LE by 4 September 2010 and any failure to pay by that date may result in an Exhibitor's program advertising not being made. At least 50% of the amount for program advertising must be paid within 7 days of booking such advertising. All sponsorship payments must be paid in full within 7 days of acceptance.

Level 3, 1111 Hay Street  
West Perth, WA 6005  
t: 08 9429 3020  
f: 08 9429 3023  
info@aiexpos.com  
www.aiexpos.com



# EXHIBITOR TERMS & CONDITIONS

- 1. Insurance**  
The Exhibitor must take out and keep in force the following insurance during the Event: (a) Public liability insurance with a minimum of \$20,000,000 coverage for any one claim against personal injury or damage to property with AI&LE as a joint insured; (b) Workers compensation insurance for all employees of the Exhibitor, contractors, sub-contractors and workers of any nature; (c) Personal accident cover in respect of volunteers; (d) Motor vehicle third party insurance in respect of any vehicles used on or about the Event with a minimum of \$5,000,000 coverage for any single incident; (e) Any other insurance policy deemed reasonably necessary at the sole discretion of AI&LE. The Exhibitor must provide to AI&LE proof of any insurance policy being in force when requested by AI&LE. Any insurance policy taken out by an Exhibitor must include reference to these terms and conditions and the policies of insurance may need to be tailored at the instruction of AI&LE depending on the nature and locality of the Event.
- 2. Risk**  
2.1 The Exhibitor's, its workers, employees and any visitor to the Exhibitor's Stand use the Event Venue and all its facilities entirely at their own risk.  
2.2 All property brought into the Event Venue by or on behalf of the Exhibitor shall be at the Exhibitor's own risk.
- 3. Indemnity**  
3.1 The Exhibitor indemnifies AI&LE and shall keep AI&LE indemnified at all times against all actions, suits, liabilities, proceedings, claims, demands and expenses which AI&LE may suffer incur or sustain in connection with or in any way arising out of the Exhibitor's use or association with AI&LE or the Event or the Event Venue.
- 4. Compliance with Laws and Regulations**  
4.1 The Exhibitor and all persons or entities associated with the Exhibitor shall comply fully with all laws, regulations and statutory requirements wherever applicable whilst an Exhibitor of any Event.
- 5. Food and Beverage Service**  
5.1 An Exhibitor must not provide any food or beverage services at any Event Venue and any food sample and/or beverage sample products that an Exhibitor wishes to distribute must be first approved by AI&LE. Any food and/or beverage sample products an Exhibitor may wish to distribute may only be distributed if the Exhibitor is the lawful distributor or manufacturer of the sample. No alcohol may be distributed under any circumstances except with permission of the owner of the Event Venue.
- 6. Services**  
6.1 All set up including attachments, rigging, connections and technical services must only be carried out at an Event by persons approved or authorised by AI&LE. The costs of any such services and labour shall be paid by the Exhibitor and AI&LE in addition to any other fees already paid or agreed.
- 7. Use of Event Venue**  
7.1 The Exhibitor must only use the Event Venue and its facilities in such a way as to not cause any damage or alteration to the Event Venue or the Exhibition. Any damage or alteration caused by the Exhibitor or anyone acting through on behalf of the Exhibitor must be remediated to the same condition prior to the alteration or damage at the Exhibitor's cost with the exception of fair wear and tear or any usual cause beyond the control of the Exhibitor.
- 8. Signs and attachments**  
8.1 The Exhibitor shall not, without the prior written consent of AI&LE fasten any signs, attachments including nails, hooks, adhesives, tacks, screws, tracks, signs, posters, advertising, or promotional material within or without the Event Venue or attach any other things that causes damage to the Event Venue.
- 9. Exhibitor's equipment and goods**  
9.1 Any equipment, goods or effects of the Exhibitor or any other person entering upon the Event Venue with the invitation or permission of the Exhibitor whether express or implied, which remain in the Event Venue at the expiry of the Event shall be deemed abandoned and will be disposed of by the Event Venue management as they deem fit and at the sole cost of the Exhibitor. AI&LE assumes no responsibility or liability whatsoever for any loss suffered by any person in respect of any property deemed abandoned.
- 10. Objectionable use or persons**  
10.1 Any use of the Event Venue or any of its facilities which violates any law or regulation shall be a violation of this contract and grounds for immediate termination by AI&LE at its sole discretion. In the event of such termination the Exhibitor remains liable for any of their property until it is removed by the Exhibitor or as otherwise directed by AI&LE having regard to the well running and conduct of the Event and the Exhibitor will not be entitled to any refund or payment by AI&LE whatsoever.  
10.2 Any person whose conduct is determined to be objectionable, disorderly or disruptive to the Event including stand break down or removal of items from his/her stand without AI&LE's permissions prior expo closure or is in violation of any law or regulation may be refused entrance or may be immediately ejected from the Event Venue at the sole discretion of AI&LE. Unauthorised hawkers or solicitors may be deemed objectionable by AI&LE.  
10.3 If AI&LE determines at their sole discretion that an Exhibitor is in breach of this clause, AI&LE may remove the Exhibitor without notice and with no refund of any moneys paid. This will constitute an immediate termination for breach of an essential term.
- 11. No Broadcasting recording and advertising**  
11.1 No recording or broadcast of the Event shall occur without the prior approval of AI&LE and on such terms as AI&LE may direct at its sole discretion.  
11.2 All advertising, publicity and promotional material whether printed, electronic or broadcast must be approved by AI&LE prior to any dissemination who may grant or rebut approval at their discretion.
- 11.3** All commercial photography at the Event must be approved by AI&LE at its sole discretion. All intellectual property rights of the Event including any photograph of the Event vest solely in AI&LE.
- 12. Merchandising**  
12.1 All merchandise for sale at the Event Venue by the Exhibitor or otherwise must be approved by AI&LE prior to any sale. AI&LE reserves the right to withhold their approval at their discretion or provide their consent with such conditions as AI&LE sees fit.
- 13. Copyright and Proprietary Material**  
13.1 The use of any copyright, trademark, patent, registered design or any other intellectual property or proprietary right by the Exhibitor shall only be with the consent of the respective intellectual property right holder and the Exhibitor will not use any intellectual property in relation to the Event or Event Venue without such permission. The Exhibitor hereby indemnifies AI&LE and keeps them indemnified against any breach of any intellectual property rights by the Exhibitor including any use of any proprietary or copyright material in any advertising, promotion, broadcast or publicity by AI&LE.
- 14. Exhibition**  
14.1 AI&LE has at its sole discretion the right to change the name, Events Venue, Exhibitor's Stand location or size, facilities, dates or timing of the Exhibition. In the event AI&LE changes any aspects of the Exhibition from those represented to the Exhibitor at the time of acceptance of this contract, AI&LE will provide at least 8 weeks' notice in writing of their intention to vary the details or aspects of the Exhibition or stand and upon issuing such written notice by AI&LE, this contract shall be varied to incorporate such variations, amendments or alterations to the Exhibition or stand as contained in the notice.  
14.2 AI&LE may reconfigure the layout, floor plan or set up of the exhibition and may re-allocate Stand numbers, positions, sizes or their variables as a consequence of any variation or alteration by virtue of clause 14.1.
- 15. Termination**  
15.1 AI&LE may at its discretion terminate this contract for any breach of any term of this contract by the Exhibitor. If termination is effected by AI&LE for any breach of any term by the Exhibitor, AI&LE shall be entitled to retain all moneys paid to it by the Exhibitor.
- 16. Force majeure**  
16.1 In the event that any obligation of AI&LE under this contract is delayed, prevented, rendered impractical or altered by any event beyond AI&LE's reasonable control (including but not limited to fire, flood, riot, earthquake, strike, civil commotion, act of God or any rule, regulation, law or statutory ordinance) AI&LE may at its sole discretion terminate the contract.  
16.2 In the event AI&LE terminates the contract pursuant to clause 16.1 herein, AI&LE shall be entitled to retain all moneys paid to it by the Exhibitor at the date of termination.
- 17. Postponement or Cancellation**  
17.1 AI&LE may at its sole discretion postpone and/or cancel any Event if AI&LE considers the financial, economical or environmental considerations (such as an insufficient number of Exhibitors) warrant such postponement or cancellation.  
17.2 If AI&LE postpones an Event then AI&LE shall advise the Exhibitor of the postponement not less than 8 weeks prior to the originally scheduled date, advise the Exhibitor of details of the proposed new date, allocate the Exhibitor a new Stand and put any moneys paid by the Exhibitor as credit toward the rescheduled Exhibition but otherwise not be liable for any costs, loss, damage or liability incurred by the Exhibitor or any one acting through the Exhibitor as a consequence of the postponement.  
17.3 If AI&LE cancels the exhibition then AI&LE shall advise the Exhibitor of the cancellation not less than 8 weeks prior to the originally scheduled date and will not be liable for any costs loss or damage incurred or suffered by the Exhibitor or any one acting through the Exhibitor as a consequence of the cancellation. AI&LE may at AI&LE's sole discretion refund moneys paid by the Exhibitor after deduction of non-refundable costs associated with the cancelled exhibition, the determination of such costs to be at the sole discretion of AI&LE.
- 18. Variation**  
18.1 No variation to this contract shall be made without prior written consent of AI&LE.
- 19. Assignment**  
19.1 This contract may not be assigned, transferred or otherwise disposed of by the Exhibitor without the prior written consent of AI&LE who may withhold or grant such consent at their sole discretion and on such conditions as they see fit.
- 19.2** Without limiting the generality of clause 19.1, AI&LE may at any time without the consent of the Exhibitor, transfer by way of assignment, sale or novation any or all of AI&LE's rights benefits and obligations under this contract. For the purposes of this clause, AI&LE may disclose to any potential transferee or assignee such information about the Exhibitor, its business assets and financial condition and other material as AI&LE considers necessary or appropriate.
- 20. Security**  
20.1 AI&LE will provide security personnel to safeguard the well running of the Event and the Event Venue under ordinary operations and circumstances. Any additional security any Exhibitor may require in addition to AI&LE's usual security services will be provided by AI&LE at its sole discretion and at the cost and expense of the Exhibitor.
- 21. PA Systems**  
21.1 No Exhibitor may use a PA, loud speaker or amplification system as this right is reserved solely for AI&LE.
- 22. Deliveries**  
22.1 AI&LE will not take delivery of any goods, packages, Exhibition material or other items on behalf of or for an Exhibitor. AI&LE is not liable in any way for any items delivered to an Event Venue.
- 23. Storage**  
23.1 Exhibitors may not store Exhibition material in any way which hinders access in the Event Venue and may not construct, erect, assemble, deconstruct or move material or the set up of their Stand during the Exhibition. Any Exhibitor who has large quantities of material may not store it at the Exhibition.
- 24. Stand construction**  
24.1 An Exhibitor's Stand must be constructed, fabricated and erected to high standards. All material used must be fire proof and non combustible, non flammable and self extinguishing, any plywood, hardwood, pulp board or fibreboard or the like must be flame resistant using the highest standards and which standards are acceptable to any statutory authority that governs the Event or Event Venue. All stand construction and erection is the sole liability of the Exhibitor and any loss or damage whatsoever or howsoever sustained by any person because of faulty or negligent stand construction or erection is the liability of the Exhibitor.
- 25. Forklift**  
25.1 AI&LE will provide forklifts and forklift operators only during "move in" and "move out" days and any use of the forklifts and operators is at the cost of the Exhibitor, such costs determined by AI&LE at their discretion. AI&LE will not be liable for any loss or damage whatsoever or howsoever sustained by an Exhibitor by AI&LE's forklifts or forklift operators following the Exhibitor's directions for moving.
- 26. Exhibitor's failure to appear**  
26.1 If an Exhibitor fails to appear at the Event it will be a breach of an essential term and constitute a termination of the contract and AI&LE will be entitled to keep all moneys paid by the Exhibitor without deduction or refund.
- 27. Cancellation**  
27.1 This contract may not be cancelled by the Exhibitor and is a non cancellable contract. All moneys paid by the Exhibitor to AI&LE will be forfeited on a cancellation by the Exhibitor and all such moneys become the sole property of AI&LE. Any scheduled payments of an Exhibitor become due and payable by the Exhibitor immediately after cancellation, termination or non performance of any terms of this contract.  
27.2 In the event that AI&LE is required to take any steps to recover any moneys that are due and payable by the Exhibitor then AI&LE is entitled to recover any debt collection and legal costs from the Exhibitor on an indemnity basis, together with interest.
- 28. No Co-Exhibition**  
28.1 No Exhibitor may co-exhibit or share any Stand or Exhibition facility with another Exhibitor without the prior written consent of AI&LE, who may withhold such consent in their sole discretion and may grant consent on such terms as they see fit.
- 29. GST**  
29.1 All fees, charges, levies and payments contained in this contract, the Exhibitor order form, the rate card, booking form or in any annexure, amendment or related AI&LE material is exclusive of GST. The GST amount will be notified by AI&LE to the Exhibitor when calculated and must be paid by the Exhibitor to AI&LE as determined by the GST legislation.  
29.2 If GST is or becomes payable by AI&LE in respect of any fee, levy or charge after that fee, levy or charge has been paid by the Exhibitor, AI&LE may give notice to the Exhibitor of the GST due which must be paid by the Exhibitor within 14 days of such notice.
- 30. Definitions**  
30.1 "AI&LE" means Australian Industry & Lifestyle Exhibitions, its subsidiaries, directors, employees, agents, contractors, transferees and assigns. "Exhibitor" means the person or entity agreeing to exhibit at any exhibition of AI&LE; "Event" means any exhibition presented, organised or managed by AI&LE and includes the word exhibit or exhibition; "Event Venue" means the place or premises at which an event, exhibition, expo or exhibit is held, or intended to be held or any substitute place, premise or facility if the context construes it. "Stand" means the space and position within the Event allocated to the Exhibitor for the purpose of this Exhibition, the location of a stand being chosen by AI&LE at its sole discretion at all times.
- 31. Consents**  
31.1 Except as expressly stated otherwise in this contract, the Exhibitor unconditionally gives consent to AI&LE to deal with the Stand or Exhibition goods or property including intellectual property promotion in any way AI&LE deems necessary for the well running, or safety of the Event.
- 32. Governing law and jurisdiction**  
32.1 This contract is governed by and is to be construed in accordance with the laws of Western Australia notwithstanding that an Event is held in any other State or Territory other than Western Australia or an Exhibitor is located in or an entity registered in or based in any other State or Territory than Western Australia and the Exhibitor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Western Australia.
- 34. Warranties**  
34.1 The Exhibitor warrants that it has relied on its own enquiries and has not entered into this contract or agreed to be an Exhibitor at any Event in reliance on or as a result of any representation, promise, statement, conduct or inducement by anyone on terms other than those set out in this contract.
- 35. Severance**  
35.1 Any provision of this contract which is held invalid or unenforceable in any jurisdiction will be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this contract.
- 36. Promotional Girls**  
36.1 When booking promotional girls the time period is for the entirety of the show (minimum of 21 hours).