

# EQUITANA Melbourne 2022 Terms & Conditions.

## 1. TERMS OF REFERENCE

In these Terms and Conditions, the following definitions shall apply: - Application Form means the Contract for Indoor/Breed Village/Outdoor Exhibition Space duly completed and signed by the Exhibitor. Contract means the contract established between the Exhibitor and the Organiser, by the Exhibitor accepting the offer of the Organiser to participate in the Exhibition upon these Terms and Conditions. Deposit means the non-refundable deposit specified in the Application Form of 20% of the total Exhibition Site Costs. Exhibition means the exhibition conducted during the EQUITANA event and on the dates specified in the Space Application Form. Exhibition Space means the space allocated to the Exhibitor for its stand at the Exhibition. Exhibition Venue means the buildings and grounds leased by the Organiser for the Exhibition. Exhibitor means the person described as such in the Space Application Form who books the Exhibition Space and is responsible for payment of the Fees. Exhibitor's Manual means the manual supplied by the Organiser to the Exhibitor which contains information relating to the Exhibition and the use of the Exhibition Space Fees means the amount payable for the use of the Exhibition Space, including the Deposit. Organiser means Equine Productions Pty Ltd ABN 17 138 346 611. Venue Rules means the Exhibition Venue rules, if any, included in the Exhibitor's Manual.

## 2. THE RULES AND REGULATIONS OF THE EXHIBITION VENUE

The Exhibitor shall, to the extent applicable, observe and comply with the Venue Rules.

## 3. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the prescribed Application Form. On receipt of the duly completed and signed Application Form and Initial Payment (the Deposit) the Organiser may register the Exhibitor as a participant in the Exhibition. Application Forms received without the Initial Payment are not confirmed. The Organiser reserves the right to accept or refuse any application without giving any reason. The choice of Exhibition Space within the Exhibition lies solely with the Exhibitor. The Organiser takes no responsibility for the final choice of Exhibition Space. By completing and signing the Application Form the Exhibitor accepts that the Organiser will email event information, exhibition space queries, exhibitor newsletters and e-cards, reminders or warnings.

## 4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is licensed to the Exhibitor only. The Exhibitor is not permitted to sub-license the Exhibition Space, either wholly or in part, without the prior written consent of the Organiser. If the Exhibition Space is sub-licensed with Organiser consent, the sub-licensee will not receive any fascia signage or listing in any official Exhibitor Listing (either on the website or within the Official Event Program). The Exhibitor shall ensure that any such permitted sub-licensees comply with these Terms and Conditions and shall be responsible for any default of such sub-licensees. The Organiser has the sole and exclusive right to allocate the Exhibition Space available to the Exhibitor. The Organiser reserves the right to refuse, amend, change the position, withdraw or otherwise deal with the allocation of Exhibition Space should it, in its opinion be in the general interest of the Exhibition. Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organiser. An Exhibitor who is allocated shell space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Venue Rules. The Organiser reserves the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Venue Rules. The cost of such alteration and removal shall be entirely borne by the Exhibitor. The Exhibitor agrees to all rules and additional terms and conditions required by the Organiser and communicated in the Exhibitor's Manual.

## 5. PROVISIONS PERTAINING TO THE STAND

The Exhibitor is obliged during the construction and dismantling of its stand to observe the time periods scheduled for such activities as set out in the Exhibitor's Manual. Any solicitation of business or any offering of advertising material, samples or publications by the Exhibitor may take place only within the Exhibition Space allocated to the Exhibitor. The Exhibitor shall ensure that its stand is manned and open to visitors at all times during which the Exhibition is open to the public. The Exhibitor shall after the expiry of the Exhibition or such time thereafter as may be specified in the Exhibitor's Manual, leave the Exhibition Space in the state and condition as it was before the Exhibition and to the satisfaction of the Organiser. If the Exhibitor fails to restore the Exhibition Space to the required condition, the Organiser may restore the same and recover from the Exhibitor the costs of such restoration.

## **6. PRODUCTS AND SERVICES**

The Exhibitor may only exhibit, demonstrate or offer samples of the products and services as per advertised through contracted business. The Exhibitor may also offer for sale the products or services specified in the Application Form but is solely responsible for warranties and approvals to sell the product in Australia. All products and display materials must be contained within the Exhibitor's stand area. This instruction must be adhered to without exception and will be strictly monitored by both the Organisers and the venue management team. If after receiving a first warning the Exhibitor does not comply, the offending stock will be removed, at the Exhibitors cost, and the Exhibitor will be told to pack up the Exhibition Space and be asked to leave the Exhibition venue. No refund will be given. No staples, nails, etc. are permitted on the stand walls. Posters and other promotional material for stand walls may be attached with Velcro.

## **7. ACCESS**

The Exhibitor's Manual will advise the Exhibitors of the dates and times, prior to opening times of the Exhibition, when exhibits and fittings may be received at the Exhibition Venue. All such goods must be brought in and taken out by the entrance and exits specified by the Organiser. Exhibitors must accept the ruling of the Organiser or its representative on site with regard to the short-and long term parking of delivery vehicles. No exhibits will be allowed into or out of the Exhibition Venue without an official delivery order or clearance document or proof of ownership. The Exhibitor must make its own arrangements for transportation of exhibits to and from the Exhibition Venue and for storage of exhibits and packaging material. The Organiser will provide to the Exhibitor and its designated permanent stand staff a number of participant passes (which are non transferable and which procure free access to the Exhibition only) relative to the stand size. In the event of any such pass being transferred or otherwise disposed of, the pass will be immediately forfeited and no replacement pass will be issued. Any additional passes must be purchased at the cost specified in the Exhibitor's Manual.

## **8. PAYMENT**

Payment of Fees is to be made in the manner and instalments and at the times set out in the Application Form. The Organiser reserves the right to cancel any registration should the Initial Payment (the Deposit) not be received by the date specified on the Exhibitor's first invoice. Full payment for the Exhibition Space must be finalised as detailed on the Application Form as specified in written form by the Event Manager. PLEASE NOTE: No Exhibitors will be permitted to set up their Exhibition Stand if payment is outstanding on event bump in day.

## **9. CONDUCT IN THE EXHIBITION VENUE**

The Exhibitor shall be responsible for the good conduct of its employees, agents, contractors and sub-contractors within the Exhibition Venue and shall ensure that they observe these Terms and Conditions in all respects. Any bullying of other Exhibitors or their staff, event staff or attendees by the Exhibitor or their staff will not be permitted and may result in the removal of the Exhibitor, or the offending staff member from the Event. No Exhibitor may alter or in any way affect the structure or fixtures of the Exhibition Venue. Exhibitors will pay the cost of making good any damage caused to the Exhibition Venue or its fixtures by itself and/or its employees, agents, contractors or sub-contractors. The Organiser reserves the right to refuse admittance of any persons to the Exhibition.

## **10. INSURANCE**

The Exhibitor should ensure that there is in existence prior to its seeking access to the Exhibition Venue, a valid insurance policy satisfactory to the Organiser covering theft, public liability, damage to property and effects, personal injury, consequential loss and such other risks and in such minimum amount as the Organiser may require. The cost of insurance is not borne by the Organiser. The Organiser shall be entitled to inspect any such insurance policy and receipts for premium at any time.

## **11. LIABILITY**

Participation in the Exhibition takes place entirely at the Exhibitor's risk. The Exhibitor agrees to indemnify and hold the Organiser harmless, on demand against all claims, liabilities, losses, suits, damages, judgments, expenses, costs and charges of every kind arising out of the default or negligence of, or any damage caused by, the Exhibitor and/or its employees, agents, contractors or sub-contractors. All exhibits are brought to, displayed at and removed from the Exhibition Venue at the Exhibitor's own risk and should be safeguarded by the Exhibitor at all times. The Organiser shall not be responsible for any error or omission relating to the Exhibitor, its equipment, products or services in the listings in the Official Event Program or in any promotional material. If any Exhibition is cancelled or postponed due to any force majeure events, the Fees may be reduced by such amount as the Organiser may, at its absolute discretion, think fit. The Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any cancellation, postponement, alteration in character or reduction in scale of the Exhibition.

## **12. TERMINATION BY ORGANISER**

This Contract may be terminated by the Organiser by written notice to the Exhibitor upon the occurrence of any of the following events:- (a) the Exhibition Venue and/or the Exhibition Space become unfit for occupancy and use or the Exhibition is cancelled; (b) the holding of the Exhibition or the performance of this Contract by the Organiser is restricted, prevented, hindered, interfered with or delayed in whole or in part by reason of any cause beyond its reasonable control (including, but not limited to any order, regulation or direction of any regulatory authority, fire, flood, earthquake, strike, riot, war, civil commotion, embargo, accident, breakdown of plant, buildings or machinery or any other cause whether similar or dissimilar to any cause herein described); (c) the Organiser is not satisfied that proper use is being made of the Exhibition Space during the installation period or at any time during the Exhibition; (d) payment of Fees is not made by the Exhibitor in accordance with Clause 8; (e) the Exhibitor is, for any reason, unable to utilise the Exhibition Space allocated to it; or (f) the Exhibitor is in breach of any of these Terms and Conditions.

### **Forced closure of event due to COVID-19**

The Victorian Government has a COVID management policy in place to manage and contain the spread of the COVID-19 virus. Events conducted in Victoria will be required to meet with this legislation for the minimisation of the spread via social distancing and control of numbers allowed at events. In some cases where the virus has spread in a wide section of the community it might be a requirement to cancel the event. Should the 2022 November event be cancelled by a COVID-19 related forced closure of the event or borders declared closed the Organiser will be forced to cancel or postpone the conduct of the event. If this event occurs the Exhibitor will receive a full refund of their deposit or monies paid for their space, if requested. The opportunity to apply the deposit to their space for the next EQUITANA Melbourne event will be possible.

## **13. TERMINATION BY EXHIBITOR**

The Exhibitor has the right to terminate this Contract by delivering notice in writing to the Organiser. Equine Productions (EP) reserves the right to retain reasonable costs identified as costs incurred both beyond the control of EP such as credit card fees or costs involved with managing the Exhibitors presence at the event and costs incurred with contractors etc. The non-refundable amount to the Promoter in case of clause 13 is 20% of the total cost of the stand (the Deposit) as well as additional costs agreed to by the Exhibitor.

## **14. CONSEQUENCES OF TERMINATION**

(a) If the Organiser terminates this Contract in accordance with paragraph (a) or (b) of clause 12, the Organiser shall refund to the Exhibitor all moneys paid by the Exhibitor under this Contract. (b) If the Organiser terminates this Contract in accordance with paragraph (c), (d), (e) and/or (f) of clause 12 of this Contract or if the Exhibitor terminates this Contract in accordance with clause 13 of this Contract: (i) more than one month prior to the scheduled commencement date of the Bump In period the Organiser shall refund to the Exhibitor all moneys paid by the Exhibitor under this Contract less the Deposit; (ii) one month or less prior to the scheduled commencement date of the Bump In period, the Exhibitor shall not be entitled to a refund of any moneys paid and remains liable to pay all other outstanding amounts then accrued and due and payable under this Contract.. (c) Upon termination of this Contract: (i) any allocation of Exhibition Space to the Exhibitor shall automatically and immediately be cancelled; and (ii) subject to paragraph (iii) of this clause 14(c), all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately failing which such property shall be removed and the Exhibition Space cleared by the Organiser at the Exhibitor's expense; (iii) the Organiser reserves the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organiser in connection with the Exhibition; (iv) the Exhibitor shall not be entitled to any claim for compensation or damages whatsoever in connection with such termination. (d) If this Contract is terminated for any reason other than the cancellation of the Exhibition, the Organiser may, but is not obligated to, re-license the Exhibition Space.

## **15. NON-WAIVER**

No failure or delay by the Organiser to exercise any right, power or privilege hereunder or other provisions of the Contract shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege of the Organiser is herein provided.

## **16. COMPLIANCE WITH LOCAL LEGISLATION**

Any Exhibitor who takes part in the Exhibition must comply with the relevant legislation rules and regulations of the city, state and country where the Exhibition is held, including all fire, electrical and safety laws, regulations and rules, and shall be solely responsible for observing and complying with the same and for

obtaining all consents, approvals, authorities, licenses and the like as may be requisite to its participation in the Exhibition.

#### **17. SUCCESSORS AND ASSIGNS**

The Contract shall benefit and be binding on the parties, their respective successors and subject to the provisions of this article, any permitted assignee or transferee of some or all of the Exhibitor's rights or obligations under the Contract. The Exhibitor may not assign or transfer all or part of its rights or obligations under the Contract except with the Organiser's prior written consent. The Organiser shall be entitled to transfer all or part of its rights, benefits and obligations under the Contract to any party as it shall in its absolute discretion deem fit.

**Please read the Exhibition Terms and Conditions.**

By agreeing electronically, you acknowledge that you have both read and understood all text presented to you as part of the space application process.