

# Visual Impact Brisbane 2018 Booking Form

<b>Exhibition</b>	Visual Impact Brisbane 2018		
<b>Venue</b>	Brisbane Convention & Exhibition Centre		
<b>Venue Owner</b>	South Bank Corporation		
<b>Dates &amp; Trading Hours</b>	19-21 April, 2018	19 & 20 April: 10.00am – 6.00pm	21 April: 10.00am – 4.00pm
<b>Bump In</b>	Floor: 17 April 2018	Shell: 18 April 2018	<b>Bump Out</b> Sat 21 April and Sunday 22 April until noon

### Stand Space & Other Opportunities

Stand Number \_\_\_\_\_ Dimensions \_\_\_\_\_  
 Total Area (sqm) \_\_\_\_\_ Stand Description (  ) Floor Space ( ) Shell Scheme

<i>*NB Rates are <u>exclusive</u> of GST</i>	Visual Connections Member Rate*	Non Member Rate*
Floor Space	\$425.00 per sqm	\$466.00 per sqm
Shell Scheme (add this rate on to floor space rate)	\$95.00 per sqm	\$95.00 per sqm

### EARLY BIRD PRICING:

If the Booking Form is signed and deposit paid before Close of Business on 31 December, 2017 the Floor Space rate will reduce by 10%.

Bookings are confirmed upon receipt of signed booking form and deposit

#### Additional Opportunities

Visitor's Guide \$800.00  
 Advertisement  
 Visitor's Bag Insert \$500.00

#### Payment Amount

Stand Space AUD\$ \_\_\_\_\_  
 Public Liability Insurance AUD\$ 122.72  
 Visitor's Guide AUD\$ \_\_\_\_\_  
 Advertisement AUD\$ \_\_\_\_\_  
 Visitor's Bag Insert AUD\$ \_\_\_\_\_  
 10% GST AUD\$ \_\_\_\_\_  
**TOTAL COST** AUD\$ \_\_\_\_\_

#### Notes on stand type

Floor space does not include spotlights, power or carpet.

#### Shell Scheme includes:

Side and/or rear walls up to 2.4m  
 Fascia allowing 30 characters  
 2 x 150 watt spotlights per 9sqm  
 1 x 4 amp power outlet per stand, regardless of size  
 Blueberry carpet tiles

**NB Walls 5m or over are not permitted on an aisle**

#### Payment Terms

20% deposit to be submitted upon signing AUD\$ \_\_\_\_\_  
 40% deposit to be submitted by 8 January, 2018 AUD\$ \_\_\_\_\_  
 Balance to be submitted by 23 February, 2018 AUD\$ \_\_\_\_\_

**Note: space will not be reserved until deposit has been received.**

We wish to exhibit at the Exhibition and apply for space as indicated above. We have read and abide by the Terms and Conditions overleaf and any amendments advised by the Organiser. We agree to be bound by the Terms and Conditions pay the total cost as shown above on the dates indicated and any other charges incurred on our behalf.

#### Contact Details

**Company Name** \_\_\_\_\_ **ABN** \_\_\_\_\_

**Address** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone ( )** \_\_\_\_\_ **Mobile** \_\_\_\_\_

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name** \_\_\_\_\_ **Position** \_\_\_\_\_

#### Payment Options

Cheque Option Please make cheques payable to Visual Connections Australia Ltd  
Direct Debit Option Visual Connections Australia Ltd Commonwealth Bank BSB 062 166 Account 1042-7514  
Credit Card Option Please debit my ( ) Visa (2% surcharge) ( ) Mastercard (2% surcharge)

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Signed \_\_\_\_\_ Amount AUD\$ \_\_\_\_\_

Cardholder Name \_\_\_\_\_

# Exhibition Terms Conditions

## 1. Acceptance

The Exhibitor acknowledges that these Terms and Conditions are unconditionally and absolutely binding upon the Exhibitor upon any of the following:

- (a) execution of these Terms and Conditions; or
- (b) representing to the Organiser or continuing to represent to the Organiser that the Exhibitor intends to attend the Exhibition; or
- (c) oral acceptance of these Terms and Conditions; or
- (d) making any payment to the Organiser in connection with the Exhibition.

## 2. Exhibitor's obligations

### 2.1 Obligations

The Exhibitor must:

- (a) provide at the time of application for space (or upon request by the Organiser), the names of all authorised persons who will be attending the Venue and the Exhibition on behalf of the Exhibitor;
- (b) provide at the time of application for space (or upon request by the Organiser), all details and information concerning or in any way related to the Exhibitor's proposed exhibit and attendance at the Exhibition;
- (c) keep the Venue in good repair order and condition at all times;
- (d) ensure that the noise level from the exhibit or property of the Exhibitor does not exceed 5dB(A) above the background noise level (in the octave band centre frequencies of 31Hz – 8 kHz inclusive);
- (e) allow the Organiser or representatives of the Venue to inspect the exhibits and the space allocated to the Exhibitor at any time and for any reason;
- (f) only display and operate exhibits which fall within the scope of the Exhibition as determined by the Organiser;
- (g) not, except by express written permission from the Organiser, display directly or indirectly, advertise or give to any other exhibitor products other than its own;
- (h) not, except by express written permission from the Organiser, display acknowledgements or credits indicating membership of organisations or trade associations;
- (i) ensure that all exhibits, plant, machinery, goods, items, chattels and other property comply with all applicable laws;
- (j) ensure that all exhibits, plant, machinery, goods, items, chattels and other property are not in any way illegal, illicit, unlawful, prohibited, banned, unauthorised, dangerous, toxic, hazardous or harmful;
- (k) comply with any and all Directions issued by the Organiser in respect of the Venue and/or the Exhibition or which are in any way connected with these Terms and Conditions.

### 2.2 Exhibits generally

- (a) The design of all exhibits and their weight or character is subject to the prior written approval of the Organiser.
- (b) The construction, erection and dismantling of all exhibits shall be carried out by the Exhibitor or the Exhibitor's contractors, agents or employees at its own risk but nothing in this clause shall reduce or affect the obligation of the Exhibitor or the Exhibitor's contractors, agents or employees to comply with the Directions issued by the Organiser.
- (c) In the event that the Organiser considers that an exhibit of the Exhibitor is not consistent with the Exhibition or the objectives of the Exhibition, the Organiser may be remove or alter that exhibit at the expense of the Exhibitor which shall be reimbursed to the Organiser on demand.
- (d) The Exhibitor must have their exhibit(s) and display space ready, with all exhibits available for display and completed by the time specified by the Organiser, preceding the opening of the Exhibition.
- (e) The Exhibitor must remain within the portion of the Venue allocated by the Organiser for the purposes of the Exhibition.

### 2.3 Public liability insurance

The parties agree as follows:

- (a) The Exhibitor must make a compulsory contribution for the public liability insurance policy effected and maintained by the

Organiser in the amount stipulated in the Exhibitor Booking Form. Alternatively, the Exhibitor must provide evidence to the satisfaction of the Organiser that it has its own public liability insurance.

- (b) To the extent that any Exhibitor makes a claim (if entitled to make a claim) on the public liability insurance policy effected by the Organiser, the Exhibitor hereby irrevocably directs and authorises for any and all benefits paid under that policy be paid directly to the Organiser. The Exhibitor must indemnify the Organiser from any costs that it incurs in relation to any claim on the public liability insurance policy, including but not limited to any excess.

### 2.4 Other insurance requirements

To the extent that there are any compulsory insurance policies, the Exhibitor must effect and maintain all such compulsory insurance policies as required by any law.

## 3. Organiser's obligations

### 3.1 Licence

Subject to compliance by the Exhibitor with these Terms and Conditions, the Organiser will allot a portion of the Venue to an Exhibitor to be used by the Exhibitor for the purposes of the Exhibition in accordance with these Terms and Conditions, which will then constitute a license to exhibit and not a tenancy.

### 3.2 Alterations

The Organiser may in its sole discretion at any time to alter the size, shape or position of the floor plan as may be necessary for the best interest of the Exhibition. In the event that the size of the Exhibitors allocated portion of the Venue is reduced, the Organiser may, but is under no obligation to, credit the Exhibitor with an amount it deems appropriate for such a reduction.

### 3.3 Public liability insurance

The Organiser must effect and keep current during the Exhibition a public liability insurance policy for the amount required of it by the Venue Owner. The public liability insurance policy need not name the Exhibitors as beneficiaries under that policy unless so required by the Venue Owner or by the terms of the relevant policy.

### 3.4 Exclusions

The contractual price or moneys required to be paid by the Exhibitor to the Organiser (unless otherwise stated by the Organiser) does not include any of the following:

- (a) loading and handling of equipment, items, chattel and goods of any kind;
- (b) staffing;
- (c) stand build for floor space bookings; marketing or advertising materials;
- (d) telephones and/or facsimiles;
- (e) taxes, levies, fees and charges not expressly referred to in this Deed
- (f) cleaning costs;
- (g) internet or data costs;
- (h) electrical costs, water costs, gas costs and other amenity costs;
- (i) costs of insurance.

## 4. Exhibitor's warranties

### 4.1 Warranties

The Exhibitor warrants that:

- (a) it has properly informed itself as to the suitability of the Venue for the Exhibition and has not relied upon any representation or advice of the Organiser, its employees or agents;
- (b) it has not relied upon and any representations made by the Organiser as to the potential success, revenue, profit, sales or performance of the Exhibitor's business in connection with attendance at the Exhibition;
- (c) it has and will continue to provide all relevant information to the Exhibition pertaining to the Exhibition;
- (d) it will not do anything which will bring the Organiser into disrepute or make adverse comments about the Organiser in any public forum;
- (e) it is responsible for any equipment it brings into the Venue including any equipment supplied by an external supplier for the Exhibition and the Organiser shall have no liability to the Exhibitor for any loss of or damage to any such equipment;
- (f) it will conduct itself in a proper and orderly manner;

- (g) it will not cause any damage to the Venue or to the reputation or standing of the Organiser;
- (h) it will not be involved in any illegal or immoral activity;
- (i) it will remain in material compliance with all laws, statutes, rules and regulations of any federal, state or local government authority in Australia;
- (j) it will not infringe the intellectual property rights of any third party;
- (k) the details provided by it under this Agreement are a true, accurate and correct record.

## 4.2 Reliance

The Exhibitor acknowledges that the Organiser has relied upon the warranties espoused in clause 4.1 of these Terms and Conditions.

## 5. Rights of the Organiser

### 5.1 Rights

The Organiser has the right to:

- (a) access all areas of the Venue (including the portion of the Venue allocated to the Exhibitor) at all times for any purpose;
- (b) determine in its absolute discretion acceptable sound limits in respect of the Exhibition or any part thereof, including without limitation, for music, videos and amplified noise;
- (c) refuse admission to or to remove any person from the Venue at any time;
- (d) suspend or control the Exhibition if in the judgment of the Organiser it is not in accordance with these Terms and Conditions;
- (e) take photographs, audio recordings and/or visual recordings of the Exhibition or any part thereof which may subsequently be used for the Organiser's promotional purposes at its absolute discretion.

## 6. Payment terms

### 6.1 Obligations

The Exhibitor's payment obligations are determined in the Exhibitor Booking Form. The Exhibitor must strictly comply with the payment obligations as stated in the Exhibitor Booking Form.

### 6.2 Acknowledgement

The Exhibitor acknowledges that it has read, understood and accepted the payment terms stipulated in the Exhibitor Booking Form and agrees to unconditionally comply with those payment terms.

## 7. Bump In & Bump Out

### 7.1 Timing

The Organiser will allocate specific times for Bump In and Bump Out.

### 7.2 Bump In

In the event that the Exhibitor fails to deliver its equipment, items, chattel and all other property to the Venue for the purposes of the Exhibition before the expiry of Bump In, the Organiser may, in its sole discretion, refuse to allow the Exhibitor to deliver such equipment, items, chattel or other property which were delivered after expiry of Bump In.

### 7.3 Bump Out

In the event that the Exhibitor fails to retrieve its equipment, items, chattel and all other property from the Venue before the expiry of Bump Out, the Organiser may, in its sole discretion:

- (a) dispose of, destroy or otherwise remove such equipment, items, chattel or other property which have remained at the Venue after expiry of Bump Out; or
- (b) deliver to the Exhibitor such equipment, items, chattel or other property which have remained at the Venue after expiry of Bump Out,

the cost of which shall be borne wholly by the Exhibitor and the Exhibitor indemnifies the Organiser in respect of those costs.

## 8. Prohibition against sub-letting or sub-licensing

The Exhibitor must not transfer, dispose of, part with or otherwise sub-let the whole or any part of their space, exhibit or other allocated part of the Venue whether for financial consideration or otherwise, or enter into any agreement to do so.

## 9. WH&S obligations

### 9.1 Acknowledgment

The Exhibitor acknowledges that:

- (a) the Organiser and the Exhibitor may be subject to a range of different potential

Exhibitor's Initial: \_\_\_\_\_

obligations under work health and safety laws to ensure that the Exhibition and/or Venue (or parts of it) are safe, particularly during Bump In and Bump Out;

- (b) there may be risks associated with the carrying out of works, delivery of materials, equipment and items, occupation of the Venue by the Exhibitor, its agents, subcontractors, employees or others at the Venue (**Work**) if the Exhibitor and those engaged by the Exhibitor in performing the Work, do not take adequate measures to ensure the health and safety of any person who may be affected by the Work;
- (c) the Exhibitor will have management and control over the Work; and
- (d) For the purposes of the WHS Legislation, the Exhibitor is the person with the management and control of the Venue (or the relevant part occupied thereof) and has responsibility for the management and control of the Venue (or the relevant part occupied thereof) and for this purpose is deemed the Principal Contractor.

## 9.2 Obligations of Exhibitor

The Exhibitor must:

- (a) ensure that it has adequate systems in place to assess and eliminate hazards associated with any Work;
- (b) ensure that where hazards associated with Work cannot be eliminated, it does or procures to be done, all things reasonably practicable to ensure that the risks involved are adequately controlled and minimised;
- (c) ensure that it and all persons engaged by it or on its behalf are familiar with and comply with at all times any manuals, policies or rules formulated by the Exhibitor, the Organiser and the Venue Owner from time to time;
- (d) ensure that only qualified persons are engaged by or on behalf of the Exhibitor to carry out the Work;
- (e) maintain familiarity with and ensure compliance with the requirements of the WHS Legislation and any applicable codes of practice under the WHS Legislation;
- (f) promptly comply with directions on safety issued by any relevant authority or by the Venue Owner or the Organiser; and
- (g) notify the Organiser of:
  - (i) any risks to the health and safety of persons at the Venue (or any part thereof) immediately becoming aware of such risks; and
  - (ii) any notifiable incidents (within the meaning of the WHS Legislation) that occur on the Venue (or any part thereof) immediately after becoming aware of such incidents.

## 9.3 Principal Contractor

The Exhibitor must discharge the responsibilities connected with its appointment as the Principal Contractor until after completion of the Exhibition which shall only occur after the Bump Out is totally complete and finished by all Exhibitors.

## 10. Termination

### 10.1 Exhibitor's right of termination

- (a) The Exhibitor acknowledges that the Exhibition is an event which has a high demand for attendance at the Exhibition by both exhibitors and third parties. The Exhibitor also acknowledges that the success of the Exhibition is dependent on achieving a 100% capacity of Exhibitors.
- (b) If for any reason the Exhibitor is of the belief that it is unable to attend at the Exhibition, the Exhibitor must immediately notify the Organiser in writing.
- (c) If the Exhibitor provides to the Organiser a written notice pursuant to 10.1(b):
  - (i) more than one hundred and twenty (120) calendar days prior to the date of the Exhibition that it is unable to proceed with attendance at the Exhibition, the Exhibitor shall be liable to pay to the Organiser 30% of the cost that would have been payable had it proceeded with the Exhibition, plus any other ancillary amounts which may be owing under these Terms and Conditions;
  - (ii) between sixty (60) and one hundred and twenty (120) calendar days prior to the date of the Exhibition that it is unable to proceed with attendance at the Exhibition, the Exhibitor shall be

liable to pay to the Organiser 60% of the cost that would have been payable had it proceeded with the Exhibition, plus any other ancillary amounts which may be owing under these Terms and Conditions; and

- (iii) less than sixty (60) calendar days prior to the date of the Exhibition that it is unable to proceed with attendance at the Exhibition, the Exhibitor shall be liable to pay to the Organiser 100% of the cost that would have been payable had it proceeded with the Exhibition, plus any other ancillary amounts which may be owing under these Terms and Conditions.

### 10.2 Organiser's Right of Termination

- (a) If at any time:
  - (i) the Exhibitor commits a breach of any condition of these Terms and Conditions;
  - (ii) the Exhibitor commits an Insolvency Event;
  - (iii) in the Organiser's opinion, there is a likelihood that damage may be caused to Venue or the Exhibition by the Exhibitor;
  - (iv) in the Organiser's opinion, the manner in which the Exhibitor is using or proposes to use Venue or attend the Exhibition is likely to injure or prejudice the reputation of the Organiser or is illegal; or
  - (v) the Exhibitor is unable to proceed with the Exhibition,
 the Organiser may terminate these Terms and Conditions immediately by giving the Exhibitor notice in writing, whereupon these Terms and Conditions and any licence hereby granted to the Exhibitor shall be at an end but without prejudice to any right or remedy of the Organiser for any breach by the Exhibitor of these Terms and Conditions.
- (b) If these Terms and Conditions are terminated by operation of clause 10.2, the Exhibitor shall forfeit any amounts paid to the Organiser pursuant to these Terms and Conditions or in connection with the Exhibition and shall remain liable for any unpaid amount due and owing at the time of termination.

### 10.3 Payment on Termination

Subject to clause 10.1, all monies due and owing by the Exhibitor at the termination date of these Terms and Conditions are agreed to be a crystallised liquidated debt which is due and payable to the Organiser immediately.

### 10.4 Release on Termination

Upon termination of these Terms and Conditions for any reason, the Exhibitor hereby releases the Organiser from any loss, fines, penalties, claims, actions, demands, complaints, proceedings, damages and consequential damages arising from or in any way connected with these Terms and Conditions and/or the Exhibition.

### 10.5 Forfeiture not a penalty

It is acknowledged that any and all forfeiture of payments made by an Exhibitor under this clause 10 represents the genuine pre-estimate of the loss and damages suffered by the Organiser as a result of the breaches by the Exhibitor of these terms and conditions and include but are not limited to the Organiser's inability to procure a replacement Exhibitor and the overall affect that an empty space at an Exhibition would have on the success to this and all future Exhibitions organised by the Organiser.

## 11. Indemnity

### 11.1 Scope

The Exhibitor agrees to indemnify and keep indemnified the Organiser, its employees and agents, from and against all claims, fines, demands, actions, damages, costs, losses and expenses of any nature whatsoever which may be incurred directly or indirectly by reason of or in relation to the attendance to the Exhibition and the use of the Venue (or any part thereof) by the Exhibitor, including and not limited to claims arising out of or in connection with:

- (a) any breach by the Exhibitor of these Terms and Conditions;
- (b) any breach by the Exhibitor of a third party's intellectual property rights;
- (c) loss of or damage to property of the Organiser, including existing property in or upon which the Exhibition is being held;
- (d) loss of or damage to the Venue; and

(e) claims by any person against the Organiser in respect of personal injury or death.

### 11.2 Personal injury, loss of life and damage

The Organiser shall not be liable to the Exhibitor or any third party for any loss of life, personal injury or damage to or loss of property which may be suffered or sustained at the Venue for any cause whatsoever.

## 12. Liability

### 12.1 Limitation of Liability

The Organiser takes no responsibility and is not liable for:

- (a) any loss, theft or damage to any items, chattels or property which is delivered to the Venue or used at the Exhibition by the Exhibitor;
- (b) any loss, theft or damage to any items or property belonging to the Exhibitor under any circumstance;
- (c) any act or accident caused by any external suppliers, agents and/or employees;
- (d) any loss or damage caused by an incidence of the Venue including but not limited to, issues with electricity, water, internet, lighting, amenities, gas, power or other matters related to the Venue whether directly or indirectly.

### 12.2 Release

The Exhibitor releases the Organiser from any loss or claim contemplated by clause 12.1 of these Terms and Conditions.

### 12.3 Civil Liability Legislation

The parties acknowledge and agree that, to the extent permitted by law:

- (a) Proportionate liability under the relevant parts of the Civil Liability Legislation is excluded from and will not apply in relation to all rights, obligations and liabilities under or in relation to these terms and conditions and/or any claim against the Exhibitor, whether in contract, tort or otherwise;
- (b) If the provision of any part of the Civil Liability Legislation which relates to proportionate liability apply to any claim against the Exhibitor, whether in contract, tort or otherwise, the Exhibitor will indemnify the Organiser against any loss which the Organiser is not able to recover from the Exhibitor because of the operation of those parts of the Civil Liability Legislation.

## 13. Lien and Charge

### 13.1 Charge in favour of Organiser

In consideration for the Organiser entering this agreement, the Exhibitor as the beneficial owner of all property stored or displayed at the Exhibition charges all of its property stored or displayed at the Exhibition in favour of the Organiser as collateral for any and all amounts that are due and payable to the Organiser or for all amounts which the Organiser may be entitled to claim against the Exhibitor.

### 13.2 Power to Exercise Lien

At its sole discretion, the Organiser shall be entitled to exercise a lien over the exhibit(s) and/or any other items, chattels or property of the Exhibitor in the possession of the Organiser or which remain at the Venue after Bump Out for all sums which are owing by the Exhibitor to the Organiser under these Terms and Conditions or otherwise, including but not limited to, amounts which the Exhibitor becomes liable for under any indemnity set out in these Terms and Conditions.

### 13.3 Power of Sale

In the event that such outstanding sum is not paid to the Organiser within fourteen (14) days of a demand for payment in relation thereto, the Organiser may sell those exhibit(s) and/or any other items, chattels or property in its possession in any way it deems fit to satisfy such outstanding sum, with the surplus (if any) being retained by the Organiser. The Exhibitor must do all things requested by the Organiser to effect the sale and transfer of those exhibit(s) and/or any other items, chattels or property which are sold under this clause.

## 14. Force Majeure

### 14.1 No Responsibility

The Organiser is not responsible for any failure to perform its obligations under these Terms and Conditions and is not in any way liable to the Exhibitor if it is prevented or delayed in performing those obligations or breaches these Terms and Conditions by reason an event of Force Majeure. An event of Force Majeure relieves the Organiser from any liability or obligation which the Organiser is required to perform under these Terms and Conditions.

#### 14.2 Notification

Where there is an event of Force Majeure, the Organiser will notify the Exhibitor giving particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Organiser from, or delaying the Organiser in performing its obligations under these Terms and Conditions.

#### 14.3 Cessation

Upon cessation of the event of Force Majeure in the opinion of the Organiser, the Organiser will notify the Exhibitor of the steps which will be implemented by the Organiser to resume its obligations under these Terms and Conditions (if possible), which may include an extension of time for compliance and/or complete removal of any previous or current obligations hereunder, at the sole discretion of the Organiser.

#### 14.4 Cancellation

If in the opinion of the Organiser, the Exhibition will not proceed as a result of the Force Majeure Event, the Organiser may, but is under no obligation to, credit the Exhibitor with an amount it deems appropriate for such cancellation.

### 15. General

#### 15.1 Alterations to Terms and Conditions

- (a) The Organiser reserves the right to amend, vary or alter these Terms and Conditions as may be necessary for compliance with any law or with any direction given by the Venue Owner and generally for the efficient running of the Exhibition.
- (b) These Terms and Conditions are seen as part of and/or additional to the detailed rules and regulations as described in the Exhibitors' Manual which will be forwarded to each accepted Exhibitor but can be viewed prior to this at the offices of the Organiser and shall be binding upon the Exhibitor.

#### 15.2 Governing Law

These Terms and Conditions are governed by and construed in accordance with the law for the time being in force in the place specified in New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales.

#### 15.3 Severability

If any term, agreement or condition of these Terms and Conditions or the application of these Terms and Conditions to any person or any circumstance is or becomes illegal, invalid or unenforceable in any jurisdiction, it will be severed and none of the remaining terms, agreements, conditions or applications in any other jurisdiction will be affected.

#### 15.4 Further Assurance and Good Faith

- (a) Each party must promptly at its own cost do all things (including but not limited to executing all documents) necessary or desirable to give full effect to these Terms and Conditions.
- (b) Each Party must act in good faith, honestly and reasonably in the performance of its obligations under these Terms and Conditions with the object of achieving the commercial efficacy intended under these Terms and Conditions.

#### 15.5 Time is of the Essence

The Exhibitor acknowledges that time is of the essence with respect to each of its obligations under these Terms and Conditions.

#### 15.6 Costs

If the Organiser commences any Court proceedings pursuant to these Terms and Conditions or any documents contemplated thereby, the Exhibitor must pay the costs incurred by the Organiser on an indemnity basis (i.e. solicitor/client).

#### 15.7 Independent Legal Advice

Each party acknowledges that prior to agreement to these Terms and Conditions, have had the opportunity to obtain independent legal advice.

#### 15.8 Waiver

- (a) No failure or delay by the Organiser in exercising any right, power or privilege under these Terms and Conditions shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

- (b) The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights and remedies provided by law.

### 16. Interpretation

#### 16.1 Definitions

The following words used in these Terms and Conditions are defined as follows:

- (a) **Bump In** means the time stipulated in the Exhibitor Manual as indicated by the Organiser for the Exhibitor to deliver its equipment, items, chattel and all other property to the Venue for the purposes of the Exhibition;
- (b) **Bump Out** means the time stipulated in the Exhibitor Manual as indicated by the Organiser for the Exhibitor to remove its equipment, items, chattel and all other property from the Venue;
- (c) **Business Day** means the days on which the trading banks are open for business in New South Wales;
- (d) **Civil Liability Legislation** means:
  - (i) where the Exhibition is in New South Wales - the *Civil Liability Act 2002* (NSW);
  - (ii) where the Exhibition is in Victoria - the *Wrongs Act 1958* (Vic); and
  - (iii) where the Exhibition is in Queensland - the *Civil Liability Act 2003* (Qld).
- (e) **Direction** means any approval, assessment, authorisation, certification, decision, demand, determination, direction, explanation, instruction, notice, order, permission, rejection, request or requirement whether issued verbally, in writing or otherwise;
- (f) **Exhibitor** shall mean and includes all employees and/or agents of any company, partnership or individual exhibiting.
- (g) **Exhibitor Booking Form** means the document styled Exhibitor Booking Form at the beginning of these terms and conditions.
- (h) **Exhibitor's Manual** means the document referred to in the Exhibitor Manual.
- (i) **Exhibition** is stipulated in the Exhibitor Booking Form.
- (j) **Force Majeure** means an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:
  - (i) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
  - (ii) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
  - (iii) earthquakes, flood, fire or other physical natural disaster, including adverse weather conditions; and
  - (iv) any incidence adversely affecting the Venue.
- (k) **Insolvency Event** means the happening of any of the following events:
  - (i) where the person is a body corporate:
    - (A) the person becomes an externally-administered body under the Corporations Act.
    - (B) steps are taken by a third person towards making the person an externally-administered body corporate (but not where the steps taken consist of making an application to a court and the application is withdrawn or dismissed within fourteen-(14) days);

- (C) a controller (as defined in section 9 of the Corporations Act) is appointed of any of the property of the person or any steps are taken for the appointment of such a person (but not where the steps taken are reversed or abandoned within fourteen-(14) days); or

- (D) the person is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act; or

- (ii) where the person is a natural person:
  - (A) the person authorises a registered trustee or solicitor to call a meeting of his or her creditors or proposes or enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
  - (B) a person holding a security interest in assets of the person enters into possession of or takes control of any of those assets or takes any steps to enter into possession of or take control of any of those assets; or
  - (C) the person commits an act of bankruptcy.

- (l) **Organiser** shall mean Visual Connections Australia Limited.
- (m) **Principal Contractor** has the meaning given under the relevant WHS Legislation.
- (n) **Venue** means the location stipulated in the Exhibitor Booking Form.
- (o) **Venue Owner** means the owner of the Venue stipulated in the Exhibitor Booking Form.
- (p) **WHS Legislation** means as relevant:
  - (i) Work Health and Safety Act 2011 (NSW);
  - (ii) the Occupational Health and Safety Act 2004 (Vic);
  - (iii) the Work Health and Safety Act 2011 (Qld);
  - (iv) the Work Health and Safety Act 2011 (Cth);
  - (v) the Work Health and Safety Regulation 2011 (NSW);
  - (vi) the Occupational Health and Safety Regulations 2007 (Vic);
  - (vii) the Work Health and Safety Regulation 2011 (Qld); or
  - (viii) the Work Health and Safety Regulation 2011 (Cth).

#### 16.2 Interpretation

Under these Terms and Conditions, unless the context otherwise requires:

- (a) one gender includes the others.
- (b) the singular includes the plural and the plural includes the singular.
- (c) a person includes a body corporate.
- (d) a party includes the party's executors, administrators, successors and permitted assigns.
- (e) a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
  - (i) that Statutory Provision as amended or re-enacted from time to time; and
  - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (f) money is to Australian dollars, unless otherwise stated.
- (g) "including" and similar expressions are not words of limitation.
- (h) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (i) headings and the table of contents are for convenience only and do not form part of these Terms and Conditions or affect its interpretation.
- (j) a provision of these Terms and Conditions must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Terms and Conditions or the inclusion of the provision in it.
- (k) if an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day.