

TERMS AND CONDITIONS

The Contract

1. The term “Organiser” refers to The Australian Veterinary Association Ltd (ABN 63 008 522 852).
2. The term “Exhibitor” (as identified in the Booking Form or other written request for exhibition space) means any person, firm, company or other entity and its employees and agents.
3. A contract is formed between the Organiser and the Exhibitor when the Organiser accepts the Booking Form and issues a written letter of confirmation to the Exhibitor. The Booking Form and any payment obligation contained therein form part of these Terms and Conditions, such that a breach of the Booking Form shall constitute a breach of these Terms and Conditions.
4. The Organiser may cancel the contract at its discretion if the agreed deposit (as provided for in the Booking Form) is not received within 28 days of lodging the Booking Form. Additionally, the Organiser reserves the right to cancel the contract by returning the deposit within 28 days of receipt of the Booking Form.
5. The Organiser reserves the right in its absolute discretion to refuse any Booking Form or prohibit any Exhibitor from participation without assigning a reason for such refusal or prohibition. Obligations and Rights of the Organiser
6. Any decision of the Organiser is final and no negotiation will be entered into on any question not covered in this contract.
7. The Organiser agrees to hold the exhibition, however, it reserves the right to postpone the exhibition from the set dates and to hold the exhibition on other dates as near to the original dates as possible, utilising the right only when circumstances necessitate such action and without any liability to the Organiser.
8. The Organiser agrees to promote the exhibition to maximise participation. The Organiser does not however make any warranty that the venue of the exhibition or its facilities and equipment will be adequate or fit for display purposes or for any other intended use.
9. The Organiser agrees to allocate the Exhibitor an exhibition space as close as possible to their desired location.
10. The Organiser reserves the right (without penalty) in unforeseeable circumstances to amend or alter the exact site of the location of the stand and the Exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the Organiser.
11. The Organiser reserves the right (without penalty) to change the exhibition floor layout if necessary.
12. The Organiser is responsible for the control of the exhibition area.
13. The Organiser may in its discretion (and without penalty) shorten or lengthen the duration of the exhibition and alter the hours during which the exhibition is open to visitors.
14. The Organiser agrees to provide the Exhibitor with an Exhibitor Manual prior to the exhibition for the purpose of communicating required actions on the part of the Exhibitor. The Exhibitor must comply with all requirements of the Exhibitor Manual. A failure to comply with the Exhibitor Manual shall be deemed to constitute a breach of these Terms and Conditions.
15. The Organiser has the right to take such action as is necessary (including such action as may be contemplated in the Exhibitor Manual) to ensure that all laws in connection with the exhibition are complied with, to prevent damage to person/people or property and to maximise the commercial success of the exhibition.
16. The Organiser may refuse, without limitation, to permit activity within the exhibition or may require the cessation of particular activities at their discretion.
17. The Organiser reserves the right (without penalty) to remove any products from display that, in its discretion it considers to be inappropriate.
18. The Organiser reserves the right to specify heights of walls and coverings for display areas.
19. The Organiser reserves the right to review the content and presentation of the Exhibitor catalogues, acknowledgements, handbills and printed matter with respect to the exhibition. Should this review indicate that, in the absolute discretion of the Organiser, the item is offensive or conflicts with AVA policy the Organiser shall provide the Exhibitor with a verbal or written request to immediately remove the item from distribution at the exhibition. Failure to comply with this request shall constitute a breach of these Terms and Conditions.
20. The Organiser may determine the hours during which the Exhibitor has access to the exhibition venue for the purpose of setting up and dismantling.
21. The Organiser reserves the right to refuse any person, including exhibitor staff, representatives, visitors, contractors and/or agents, entry to the exhibition if they do not hold a purchased or complimentary entry card.
22. The Organiser may in its discretion specify conditions relating to the movement of goods and displays, prior, during and after the exhibition.
23. The Organiser may in its discretion specify any regulations with regard to sound levels including microphones, sound amplification, machine demonstrations and videos. The Exhibitor agrees to abide by these regulations.
24. The Organiser will arrange security onsite during the period of the exhibition.
25. The Organiser will arrange for daily cleaning of aisles outside the exhibition open hours.

Obligations and Rights of the

Exhibitor

26. The Exhibitor must ensure that all accounts are finalised and paid by that date which is 28 days prior to the start date of the exhibition and that all payments are otherwise made strictly as required under the Booking Form or as otherwise required in these Terms and Conditions.
27. The Exhibitor must use allocated space only for the display and promotion of goods and/or services within the scope of the exhibition.
- 27A. The Exhibitor must not carry onto the venue of the exhibition anything that is dangerous, noxious, offensive, illegal, immoral, or that is otherwise likely to harm the reputation of the Organiser or its related entities.
28. The Exhibitor must make every effort to maximise promotion and commercial benefits of participating in the exhibition. The Exhibitor acknowledges that the Organiser makes no promise or warranty in connection with the commercial viability of the Exhibitor participating in the exhibition.
29. The Exhibitor must comply with all directions/requests issued by the Organiser including those outlined in the Exhibitor Manual.
30. The Exhibitor must observe, perform and fulfil the requirements of any statute, regulation, by-law or local law including without limiting the generality of the foregoing, all statutes, regulations, by laws and local laws relating to health, safety, water supply, sewerage, fire protection and building requirements.
31. The Exhibitor must ensure the cleanliness and tidiness of their allocated space. The Exhibitor must make good any damage caused to any part of the venue of the exhibition or to any adjoining premises occasioned by misuse, abuse, or want of care on the part of the Exhibitor, its servants, agents, contractors or invitees or otherwise occasioned by any breach or default of the Exhibitor. At the end of the exhibition, or sooner if required by the Organiser in accordance with these Terms and Conditions, the Exhibitor must vacate any display space allocated to it, remove all of the Exhibitor's property from the display space and leave it in the same condition as when it was first occupied by the Exhibitor. The Organiser will not be liable for any property left or abandoned at the venue of the exhibition and may remove and deal with any property of the Exhibitor not removed by the Exhibitor as it sees fit, at the cost of the Exhibitor.
32. The Exhibitor will not display an exhibit in such a manner as to obstruct or affect neighbouring exhibitors. This includes blocking or projecting light, impeding or projecting into aisles or neighbouring exhibition space
33. The Exhibitor will submit plans and visuals of custom designed exhibits to the Organiser for approval prior to the commencement of the exhibition. Exhibitors failing to do so may be denied access to the exhibition to set-up or may be requested to cease building.
34. The Exhibitor is responsible for all items within their allocated exhibition space.
35. The Exhibitor agrees to adhere to all fire regulations and will refrain from using flammable or dangerous materials within the exhibition. Written approval must be sought from the Organiser if flammable or dangerous materials are required for the success of the exhibit.
36. The Exhibitor will not use nails, screws or other fixtures on any part of the premises including walls and floor unless authorised by the Organiser.
37. The Exhibitor agrees to engage the Organiser's preferred freight forwarder and to comply with all instructions relating to delivery times. If an alternate freight forwarder is engaged, the Exhibitor acknowledges that the Organiser will not be able to provide assistance in tracking lost deliveries. The Exhibitor agrees that the Organiser will not be liable for any goods rejected by the venue or lost or damaged.
38. The Exhibitor agrees to abide by requests made by the Organiser to stop any activity that may cause annoyance to others in the exhibition.
39. The Exhibitor agrees to conduct all business transactions within their allocated exhibition space unless otherwise approved by the Organiser.
40. The Exhibitor agrees to not sell, display or promote products or services that conflict with the policies of the Organiser, and accepts that the Organiser has the right to remove any product from display that the Organiser determines conflicts with those policies, without penalty. The policies of the Organiser and shall be those which are presented on the websites of these organisations, or are those to which other written directions or guidance are provided by the Organiser.

Storage of Goods

41. Instructions regarding storage will be outlined in the Exhibitor Manual distributed prior to the exhibition. Under no circumstance are goods permitted to be stored in public access areas.

Stand Services and Construction

42. Official contractors will be appointed by the Organiser to undertake stand construction and freight forwarding plus supply furniture, electrics, telecoms and IT equipment. This is for insurance and security reasons. All non-official contractors wishing to enter the exhibition are required to produce current Certificates of Currency for Insurance, Public Liability and Occupational

Health and Safety. Access will be denied without such documentation.

Breach of Terms and Conditions by Exhibitor

43. In the event of any breach or any other contravention of any of these Terms and Conditions, the Organiser shall be entitled to immediately revoke any right to use the exhibition space granted to the Exhibitor. In the event of such revocation, if the Exhibitor has already erected displays or other materials or constructions, the Organiser shall have the right to require the Exhibitor to remove such displays, materials and constructions forthwith without disruption to other exhibitors or, at the Organiser's discretion, to otherwise vacate such displays, materials and constructions for the duration of the exhibition or dismantling by the Exhibitor at the conclusion of the exhibition. In either event, the Exhibitor shall not be entitled to a refund of moneys already paid to the Organiser and shall immediately pay to the Exhibitor all the moneys then due and owing to the Organiser. The Organiser shall not be liable to the Exhibitor or any other person for any loss or damage in connection with the removal or vacation, as the case may be, of the Exhibitor's display. The Exhibitor shall indemnify the Organiser for any loss or damage suffered by any other person as a result of the Exhibitor's conduct referred to above and the consequences thereof.

Insurance, Indemnity and Liability

44. The Exhibitor occupies the venue of the exhibition at its own risk. The Organiser will not be liable for, or responsible to, the Exhibitor or any other party for any loss arising howsoever whether for personal injury, loss of life, damage or loss of property, loss of business or economic loss which may be suffered or sustained in or around the venue of the exhibition or otherwise in connection with the exhibition

except to the extent of any negligence of the Organiser or its employees, contractors or agents. Without limiting this clause, the Organiser will not be liable for or responsible to the Exhibitor or any other party for; (a) interruption, failure or variation to the supply of services to the venue of the exhibition; (b) postponement, delay or interruption, cancellation, suspension or termination of the exhibition from any cause whatsoever; (c) interference with any rights granted under this Contract directly or indirectly caused by or resulting from any matter, circumstance or cause beyond the control of the Exhibitor.

45. The Exhibitor must effect and maintain for the period of the exhibition policies of insurance for: (a) damage to or loss of the property of the Exhibitor and their employees, contractors and agents; (b) public liability, including death injury and loss of property of third parties, including the Organiser for an amount not less than \$10 million for any one occurrence; (c) work cover, workers compensation and employers liability as required by law. The Exhibitor must provide certificates of currency for the policies (at the request of the Organiser) prior to taking up occupation of the allocated exhibition space.
46. The Exhibitor must indemnify and hold the Organiser harmless in respect of all damages, injuries, costs, claims, demands, liabilities, and expenses, however they may arise and whoever may make them in connection with or arising out of the exhibition and/or this Contract or caused or contributed to by the negligence of the Exhibitor, its employees, contractors, or agents.

Payment and Cancellation

47. The Exhibitor must make payment of amounts due by the dates set out in these Terms and Conditions (and clause 26 in particular). Should payment not be made by these dates the stand will be available for sale

to another person or entity. All deposits paid will automatically be forfeited and no refund will be made. No exhibitor shall occupy allocated exhibition space until all monies owing to the Organiser by the Exhibitor are paid in full.

48. In the event that the Exhibitor fails to occupy their allocated exhibition space by the advertised opening time, the Organiser is authorised to occupy this space in any manner deemed to be in the best interest of the Exhibition. The Exhibitor contracted to this space will remain liable to all Terms and Conditions of Contract and will not be eligible for a refund.
49. In exceptional circumstances the Organiser will consider Exhibitor cancellation; but only if the following conditions are complied with:
- The request for cancellation is submitted in writing.
 - The request is received at least six (6) months prior to the exhibition.
 - The Organiser is able to re-let the cancelled space in its entirety.
 - The reason for the cancellation is, in the opinion of the Organiser well founded (and does not include bankruptcy, liquidation, receivership or similar event).
 - The Organiser confirms acceptance of the cancellation in writing.
 - All monies due under these Terms and Conditions have been paid in full.
50. The Exhibitor accepts that if cancellation occurs prior to the payment of the deposit that the Exhibitor will be invoiced and required to pay this amount within a period of 28 days from the date of the invoice. If cancellation occurs within two (2) months of the commencement of the exhibition, 100% of the contracted price to exhibit will be payable to the Organiser (less any amounts already paid) and the Exhibitor will be invoiced and required to pay this amount within a period of 28 days from the date of the invoice.