

Industry Prospectus

North & Central Queensland Branch Meeting

24 & 25 July, 2021 Civic & Cultural Centre Longreach, Queensland



BACK TO THE BUSH









About the AVA

The AVA is the peak national body representing the Australian veterinary profession, delivering a range of services and benefits to over 9,500 members.

For nearly 100 years, we've represented Australian veterinarians nationwide. Providing our members with access to continuing professional development (CPD) of the highest calibre on the latest scientific thinking is a key focus of the AVA. Our CPD program planning begins up to two years in advance to ensure it includes veterinary science and business training that is interesting, relevant and accessible, so that we maintain a highly skilled veterinary workforce. Looking ahead we will embrace new technologies to proactively assist our members with more flexible and appropriate learning outcomes.

Membership is made up of veterinarians in practice, industry, government and academia.

By aligning your brand with the AVA, you are not only reaching your target audience through a highly respected association, you are helping to strengthen our education program and improve the goods and services our members offer to their clients.

About the North & Central Queensland branch meeting

After the success of the 2020 combined branch meeting in Airlie Beach, the committees have put their heads together again to bring you their 2021 branch meeting, BACK TO THE BUSH!

The branches have taken their meeting to the outback, tackling common medical procedures that veterinarians are faced with in the field, not in the comfort of their clinics. From equine colic, to basic small animal fracture repairs and cattle complications.

Join the North & Central Queesland branch, 24 & 25 July in Longreach.

Rest assured your safety and health is our number one priority and this event would not be going forward without detailed COVID safe planning. AVA has adapted the format to incorporate the Queensland Government Event Framework.

For more information on COVID safety at AVA events, please check out our website.

Why you should participate



Brand alliance

Align your brand with cutting edge continuing professional development and innovation.



Interact Interact with your customers.



Product promotion

Showcase your products to an audience that is keen to learn and receptive to new ideas.



Brand exposure

Reach your target audience.

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Meeting destination

Come and see the history and culture of life in rural Australia - that's what they say about Longreach. Longreach is the heart of the outback and is home to attractions including the Australian Stockman's Hall of Fame and the Qantas founders museum and now how of the 2021 North & Central Qld branch meeting!

Lectures will be held at the Longreach Civic and Cultural Centre on Saturday 24 & Sunday 25 July.

Your sponsorship or exhibition stand will include access to delegates during break times, and a ticket to the Saturday evening dinner cruising the Thomson River.

Enjoy 6 hours of delegate contact time over this intimate weekend of learning. This does not include Friday night which will be at your leisure.

Accommodation

Accommodation has been reserved for you and the delegates at the Albert Park Motor Inn and is within walking distance of the Civic Centre and short taxi ride from the airport.

We have negotiated a discounted rate for our guests, please contact Jayne on 07 4658 2411.

Albert Park Motor Inn 07 4658 2411 Stork Road Longreach Qld 4730 https://www.longreachaccommodation.com/

Meeting secretariat

Camilla Broughton
Administration Officer, Northern & Southern Regions
Australian Veterinary Association, Qld Division
ABN 63 008 522 852
Bld 3, 2404 Logan Road
Eight Mile Plains Qld 4113
T. 07 3423 5309
E. camilla.broughton@ava.com.au

Meeting Venue

Lectures over the weekend will be held at the Longreach Civic & Cultural Centre.

96A Eagle Street Longreach Qld 4730 07 4658 4111



Meeting program

| Saturday 24 July 2021 | |
|-----------------------|--|
| 7.30am–8.00am | Exhibition Open - Registration |
| 8.00am–9.00am | How to do a proper explaratory laparotomy - Dr Kim Smith |
| 9.00am-10.00am | Fracture repair basics - Dr Kim Smith |
| 10.00am-10.30am | Exhibition Open - Morning Tea |
| 10.30am-11.30am | Cattle economics - Dr Ian Braithwaite |
| 11.30am-12.30pm | How to add value with preg testing - Dr Ian Braithwaite |
| 12.30pm-1.15pm | Exhibition Open - Lunch |
| 1.15pm-2.15pm | Colt castrations and complications: What should we do? - Dr Harry Markwell |
| 2.15pm-3.15pm | Colic in the field: What else can we do? - Dr Harry Markwell |
| 3.15pm-3.45pm | Exhibition Open - Afternoon Tea |
| 3.45pm-4.15pm | Annual Meeting |
| 4.15pm-4.30pm | Collection from Civic Centre by coach for Thompson River Cruise |
| 4.30pm-late | Thompson River Cruise Dinner |
| Sunday 25 July 2021 | |
| 8.20am-8.30am | Registration |
| 8.30am-9.30am | How to do a meaningful x-ray of stifles, shoulders, elbows hips etc - Dr Kim Smith |
| 9.30am-10.30am | Brachycephalic airways surgical techniques - Dr Kim Smith |
| 10.30am-11.00am | Exhibition Open - Morning Tea |
| 11.00am-12.00pm | Equine - Joint infections in the hourse: Diagnosis, treatment, and complications - Dr Harry Markwell |
| 12.00pm-1.00pm | Cattle TBA - Dr Ian Braithwaite |
| 1.00pm-2.00pm | Exhibition Open - Lunch and conclusion of event |

Corporate Supporters - thank you

AVA Platinum Education Supporter



AVA Gold Finance partner





AVA Silver supporter



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Sponsorship Opportunities

As a sponsor of the North & Central Qld branch meeting, you are signifying your dedication to the continuing education of the profession and in particular the regional veterinary community. As an exhibitor you will have access to existing and potential clients to develop relationships, demonstrate products or sell merchandise.

The following lists of benefits can be tailored to your requirements. Contact us at avaqld@ava.com.au or 07 3422 5309 to discuss how you can make the most out of your investment.

Gold Partner - SOLD OUT

What's included:

- Acknowledgement as a Gold Partner
- 5 Minute delegate address during dinner
- One (1) trade stand
- One (1) inclusive full exhibitor registration to the meeting including attendance at scientific sessions, exhibition and the meeting dinner
- Satchel insert
- Logo acknowledgement on selected promotional material
- One full page advertisement in meeting electronic proceedings
- Signage at dinner & logo on menu
- August Grapevine advertorial

Silver Partner - several opportunities available

\$1,815 inc gst

What's included:

- Acknowledgement as a Silver Partner
- One (1) trade stand
- One (1) inclusive full exhibitor registration to the meeting including attendance at scientific sessions, exhibition and the meeting dinner
- · Satchel insert
- Logo acknowledgement on selected promotional material
- One half page advertisement in meeting electronic proceedings
- August Grapevine banner

Bronze - several opportunities available

\$1,155 inc gst

What's included:

- Acknowledgement as an Bronze Partner
- One (1) trade stand
- One (1) inclusive full exhibitor registration to the meeting including attendance at scientific sessions, exhibition and the meeting dinner
- Satchel insert
- · Logo acknowledgement on selected promotional material



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Other sponsorship opportunities

Dinner Sponsorship

\$1,500 inc gst

What's included:

- Acknowledgement as a dinner sponsor
- · 5 Minute delegate address during dinner
- 1 dinner ticket
- Logo acknowledgement on selected promotional material
- Opportunity to display signage during dinner and logo on menu
- Shared sponsorship with Gold Sponsor

JCU Student Sponsorship - several opportunities available

\$270 inc gst

What's included:

- · Acknowledgement as a student sponsor
- 1 student per sponsorship
- Student will assist you with your set up, pack down and stand management

Sponsoring a student shows your dedication to the new and upcoming graduates in the profession. Sponsorship is designed to provide opportunities for 5th year students to attend CPD events and become exposed to the industry suppliers and provide a gateway to network with local practice owners and other veterinarians in their region.

JCU Student Bus Sponsorship

\$ price on application

What's included:

- · Acknowledgement as the student bus sponsor
- · Logo acknowledgement on selected promotional material
- · One half page advertisement in meeting electronic proceedings
- August Grapevine banner

The JCU students are seeking sponsorhip to transport them from Townsville to Longreach to be a part of this event. Sponsoring the student bus shows your dedication to the new and upcoming graduates in the profession.

If you are interested in taking up this sponsorhip opportunity, please contact Camilla Broughton to discuss the costs associated as this will be based on the number of students attending, 0416 276 875 or camilla.broughton@ava.com.au

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Booking Terms

The size and location of all logos included in conference collateral, on the conference website or conference signage will be at the discretion of the Conference Secretariat and will reflect the level of commercial support given.

There is to be no sale or promotion of products or services that conflict with AVA policy. Nor is there to be sale or promotion of any unregistered products unless an application for registration has been lodged with the APVMA and it is stated on the promotional material that the product is not registered, and an application has been lodged. The conference organisers have the right to remove any products from display that they feel are inappropriate without penalty. To view the current AVA policies, visit www.ava.com.au.

Policies

Support AVA in removing brachycephalic breeds from advertising

The popularity of certain breeds of dogs with exaggerated physical features has resulted in their increased use in marketing and advertising campaigns, and often in products aimed specifically at veterinarians, such as veterinary pharmaceuticals.

Unfortunately, the exaggerated features lead to serious health and welfare problems, which the veterinary community are faced with managing, to try to give these animals a more comfortable life. To raise awareness of this issue, the Australian Veterinary Association (AVA) and RSPCA Australia launched an awareness campaign in 2016 called 'Love is Blind'.

We have already reached out to our sponsors and regular advertisers advising that we will stop using these breeds in all advertising material appearing in our publications, and ask for your assistance with this when it comes to all marketing material, including:

- Any form of advertising in print and digital AVA products
- · Exhibits at AVA conferences and events
- Any other form of marketing undertaken under the AVA brand.

The AVA will be enforcing this policy at the AVA Annual Conference, and we ask that you make sure that all your team involved in the exhibition are aware of our policy and the animal welfare issues involved.

If you need more information please contact Melanie Latter, melanie.latter@ava.com.au. You can also visit www.loveisblind.org.au to learn more.

We believe this is a great opportunity for the AVA and our valued industry partners to demonstrate a partnership that promotes healthy dogs and contributes to positive animal welfare outcomes.

Read the AVA policy
Watch the video

Competing Products and Services - Clause 41

The AVA reserves the right to refuse to enter into a contract, or to restrict the activity of a sponsor, exhibitor or advertiser, when in the view of the AVA the product, exhibits, images or advertising content will:

- Not comply with AVA policies and values.
- Not comply with the relevant Australian Standards or legislation
- Contravene contractual relationships with commercial partners that we are legally bound to including Credit card providers, Health/Professional Indemnity, Business Insurance and On-line Vet Bookings
- Directly promote membership of a competing veterinary membership association to AVA members and potential members.

Privacy Policy

The Australian Veterinary Association Ltd (AVA) supports good privacy practice, and aims to manage personal information in an open and transparent way. Our policy sets out how the AVA aims to comply with the Privacy Act 1998 (Act) and the Australian Privacy Principles (APPs) which came into force on 12 March 2014. View AVA Privacy Policy or visit www.ava.com.au/privacy-policy.

The AVA takes photos of this event. By attending you give the AVA permission to use images taken at the conference, as well as any written comments on our evaluation forms in our communications.





Booking and Stand Allocation Process

Bookings are to be submitted online, please contact Camilla to arrange your link. Upon receipt of your booking you will be issued a confirmation email. Please be advised that you will require a website account to book, please contact Camilla Broughton on 0416 276 875 if you are unsure.

Stand allocations will be allocated in the following order:

- 1. AVA Corporate Supporters/industry partners
- 2. Companies wishing to sponsor the meeting
- 3. Companies that have exhibited at a prior Darling Downs & South West branch meeting/conference, on a first served basis
- 4. All other companies wishing to exhibit at the meeting, on a first served basis.

Money Matters

Conditions of exhibition and sponsorship payment

- · All amounts stated in this Prospectus are in Australian dollars and are inclusive of GST.
- An invoice for your stand and written confirmation of your entitlements will be sent to you upon registering online.
- Stand allocation is based on sponsorship level, receipt of Expression of Interest form, and history and positive involvement with the AVA Qld Division. The organisers will make every effort to place exhibitors in their preferred position, with due consideration given to the location and placement or products and services within the Industry Exhibition.
- Additional exhibitor registrations and social event tickets will be available to purchase.
- Please forward evidence of your public liability coverage to the Conference Secretariat prior to Monday 7 June.
- Please note that the details in this document are correct at the time of printing and prices are subject to change. The Organising Committee does not accept responsibility for any changes that may occur.

Payment Methods

A tax invoice will be raised for payment. You can arrange payment by one of the following methods:

- Direct bank transfer please contact the Conference Secretariat for bank account details
- · Credit Card Visa and MasterCard accepted

Cancellation

- 1. Requests for cancellations must be submitted in writing to the Conference Secretariat.
- 2. If cancellation is accepted, 50% of the contracted cost to exhibit/sponsor will be retained.
- 3. If cancellation occurs within one (1) month of the commencement of the exhibition, 100% of the contracted cost to exhibit/sponsor will be retained.
- 4. If the cancellation is related to COVID-19 restrictions or illness, all monies paid will be refunded in full.
- 5. See the Terms and Conditions for more information.

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The Contract

- "Organiser" means The Australian Veterinary Association Ltd (ABN 63 008 522 852).
- "Exhibitor" means the person, company or other legal entity identified as such in the Booking Form and its employees and agents.
- 3. A contract is formed between the Organiser and the Exhibitor when the Organiser accepts the Booking Form by issuing a written letter of confirmation to the Exhibitor. The Booking Form together with these Terms and Conditions constitute the "Contract" between the Organiser and the Exhibitor and any additional terms and conditions in any documentation or purchase order provided by the Exhibitor will not form part of the Contract or be binding on the Organiser.
- 4. The Organiser may terminate the contract by notice in writing to the Exhibitor 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 terminate the contract by notice in writing to the Exhibitor within 28 days of receipt of the Booking Form without penalty and will return any deposit received. Termination shall be effective on the termination date specified in the termination notice, or if no date is specified, then on the date of the termination notice.
- The Organiser is not bound to accept any Booking Form and no binding contract is formed between the Exhibitor and the Organiser until the Organiser accepts the Booking Form is accordance with clause 3

Obligations and rights of the Organiser

 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 (without penalty or liability):
- (a) to postpone the exhibition from the set dates and to hold the exhibition on other dates as near to the original dates as possible;
- (b) to shorten or lengthen the duration of the exhibition and alter the hours during which the exhibition is open to visitors;
- (c) to amend or alter the location of the exhibition; and
- (d) to change the exhibition floor layout.
- 8. The Organiser will only exercise the rights in clause 7 if it is reasonably necessary to protect the legitimate business interests of the Organiser or to enable the Organiser to fulfil its legal obligations to third parties (including but not limited to, obligations to the lessor or manager of the venue at which the exhibition is to be held or to other exhibitors, sponsors or attendees) or in response to a Force Majeure Event. The Exhibitor undertakes to agree to any alterations made in exercise of the rights in clause 7.
- 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.
- Subject to clause 7, the Organiser will use reasonable endeavours to allocate the Exhibitor an exhibition space as close as possible to their desired location
- 11. The Organiser is responsible for the control of the exhibition area.
- 12. 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 this Contract.
- 13. 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.
- 14. The Organiser may refuse without limitation to permit activity within the exhibition or may require the cessation of particular activities at their discretion
- The Organiser reserves the right to specify heights of walls and coverings for display areas.

- 16. 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 the Organiser's 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 this Contract.
- The Organiser may determine the hours during which the Exhibitor has access to the exhibition venue for the purpose of setting up and dismantling.
- 18. 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.
- The Organiser may in its discretion specify conditions relating to the movement of goods and displays, prior, during and after the exhibition.
- 20. 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.
- 21. The Organiser will arrange security onsite during the period of the exhibition.
- 22. The Organiser will arrange for daily cleaning of aisles outside the exhibition open hours.

Obligations and Rights of the Exhibitor

- 23. The Exhibitor must ensure that all accounts are finalised and paid by that date which is 78 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 this Contract.
- 24. The Exhibitor must occupy their allocated exhibition space by the advertised opening time. 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 for the duration of the exhibition or such lesser period determined by the Organiser. The Exhibitor contracted to this space will remain liable to all Terms and Conditions of Contract and will not be eligible for a refund.
- 25. The Exhibitor must use allocated space only for the display and promotion of goods and/or services within the scope of the exhibition.
- 26. 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 any person, the venue or the reputation of the Organiser or its related entities.
- 27. The Exhibitor must not include in their display animal breeds with exaggerated physical features which are associated with adverse health and welfare outcomes. These breeds include: Pugs, French Bull Dogs, Pekinese and other flat-faced breeds; breeds with dwarfism such as Dachshunds and Corgies; and breeds with excessive skin wrinkle such as Shar-peis. This applies to:
- Any form of advertising in print and digital AVA products
- Exhibits at AVA conferences and events
- Any other form of marketing undertaken under the AVA brand.
- For more information read the AVA policy and visit www.loveisblind.org.
- 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.
- 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 and any lawful requirement of the venue's lessor or manager.



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- 31. 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.
- 32. The Exhibitor will not display an exhibit or behave in a way that would obstruct or affect neighbouring exhibitors. This includes blocking or projecting light, impeding or projecting into aisles or neighbouring exhibition space. The Exhibitor will abide by any requests made by the Organiser to stop such activity and will abide by all other reasonable and lawful directions of the Organiser.
- 33. 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.
- 34. The Exhibitor agrees to conduct all business transactions within their allocated exhibition space unless otherwise approved by the Organiser.

Compliance with Standards and AVA values

- 35. The Exhibitor and any part of the Exhibitor's exhibit, services, products or advertising displayed or offered for sale at the exhibition or in connection with the exhibition must:
- (a) comply with the relevant Australian Standards or legislation;
- (b) comply with the Organiser's policies and values (as displayed on the Organiser's website www.ava.com.au or as made known to the Exhibitor by the Organiser);
- (c) not contravene contractual relationships with commercial partners that the Organiser is legally bound to including Credit card providers, Health/ Professional Indemnity, Business Insurance and On-Line Vet Bookings;
- (d) not bring the Organiser into disrepute;
- (e) not interfere with the intellectual property rights of other Exhibitors; and
- (f) not directly promote membership of a competing veterinary membership association to Organiser's members and potential members.
- 36. The Organiser reserves the right to refuse to enter into a contract, to terminate a contract or to restrict the activity of a sponsor, exhibitor or advertiser (without penalty), including the right to remove any product from display, when in the view of the Organiser, such product or display violates any matter specified in clause 35.

Stand services and construction and dismantling of stand

- 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.
- 38. 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.
- 39. 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.
- 40. The Exhibitor is responsible for all items within their allocated exhibition space
- 41. 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.
- 42. 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 this Contract, 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.

Breach of Terms and Conditions by Exhibitor

- 43. In the event of any breach of this Contract, the Organiser shall be entitled to revoke any right to use the exhibition space granted to the Exhibitor until the breach is remedied. If the breach does not amount to a material breach, the Organiser will issue a warning to the Exhibitor. If the breach is a material breach and the Exhibitor fails to remedy the breach within a reasonable period specified by the Organiser, the Organiser may terminate the Contract with immediate effect.
- 44. In the event of 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 require their dismantling by the Exhibitor at the conclusion of the exhibition to remedy any breach.
- 45. In the event of termination or revocation in accordance with clause 43, the Exhibitor shall not be entitled to a refund of moneys already paid to the Organiser and shall immediately pay to the Organiser all the moneys then due and owing to the Organiser and the Organiser shall not be liable to the Exhibitor or any other person for any loss or damage in connection with the revocation, removal or vacation of the Exhibitor's display or termination of this Contract. The Exhibitor shall indemnify the Organiser for any third party claim brought against the Organiser in connection with the Exhibitor's breach of this Contract.

Insurance, Indemnity and Liability

- 46. 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, 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 Organiser.
- 47. 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 employer's 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.
- 48. 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 to the extent that the loss was caused or contributed to by the Exhibitor, its employees, contractors, or agents, less any loss that could have been reasonably mitigated by the Organiser.

Payment and termination

49. The Exhibitor must make payment of amounts due by the dates set out in this Contract (and clause 23 in particular). Should payment not be made by these dates the stand will be available for sale to another person or entity. All amounts paid will automatically be forfeited and no refund will be made. Exhibitor shall not occupy its allocated exhibition space until all monies owing to the Organiser by the Exhibitor are paid in full.

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- 50. In exceptional circumstances the Organiser will consider Exhibitor termination; but only if the following conditions are complied with:
- (a) the request for termination is submitted in writing.
- (b) the request is received at least six (6) months prior to the exhibition.
- (c) the Organiser is able to re-let the terminated space in its entirety.
- (d) Exhibitor is not in breach of this Contract.
- If the Organiser, in its discretion, agrees to allow the Exhibitor to terminate, the Organiser will notify the Exhibitor in writing of this decision. Termination shall be effective on the date specified in the notice. In all other circumstance, the Contract will remain on foot.
- 51. The Exhibitor accepts that if termination occurs in accordance with clause 50 the Organiser will not be required to refund any amounts paid by the Exhibitor and if termination occurs prior to the payment of the deposit that the Exhibitor will be invoiced and required to pay this amount within a period of 14 days from the date of the invoice. If termination occurs within the two (2) months prior to 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 14 days from the date of the invoice.
- 52. The Exhibitor may terminate this Contract if the Organiser has committed a material breach and fails to remedy the breach within 14 days of written notice from the Exhibitor.

Force Majeure

- 53. Neither party will be liable for failure to perform any of its obligations under this Contract, including cancellation or postponement of the exhibition due to any events beyond its reasonable control and without fault, including but not limited to fire, flood, earthquake, elements of nature, acts of God, acts of government, pandemic, riot, civil disorder, rebellion, revolution or industrial disputes (Force Majeure Event).
- 54. If a Force Majeure Event is ongoing for more than 20 days, the Organiser at its discretion may terminate, postpone or suspend the exhibition or terminate this Contract without penalty.
- 55. Subject to clause 57, if a Force Majeure Event is ongoing for more than 40 days, the Exhibitor may terminate this Contract without penalty.
- 56. If a Force Majeure Event affects banking operations and this prevents the Exhibitor from paying any monies due to the Organiser, the Exhibitor's obligation to pay such monies will be delayed until banking operations resume normal functionality. Force Majeure Events affecting the revenue or profitability of the Exhibitor will not excuse it from paying monies due under this Contract by the due date for payment.
- 57. If this Contract is terminated by the Organiser in accordance with clause 54, the Organiser shall be entitled to retain 50% of the deposit and shall refund to the Exhibitor all other payments received under this Contract. The Exhibitor acknowledges that the Organiser will have incurred costs associated with organising the exhibition and securing a venue and the Organiser's right to retain 50% of the deposit in these circumstances is a genuine pre-estimate of the loss suffered by the Organiser as a result of termination and is not a penalty. If the exhibition is postponed but this Contract is not terminated by the Organiser, the Organiser shall be entitled to retain 100% of the deposit. If this Contract is terminated by the Exhibitor in accordance with clause 55, the Organiser shall be entitled to retain 100% of the deposit. The Exhibitor acknowledges that the Organiser will have incurred costs associated with organising the exhibition and securing a venue and may suffer a loss of profits as a result of the Exhibitor's decision to terminate in circumstances where the Organiser has been prepared to continue to run the exhibition and the Organiser's right to retain 100% of the deposit in these circumstances is a genuine pre-estimate of the loss suffered by the Organiser as a result of termination and is not a penalty.