

Sponsorship Prospectus

WA Division Conference
4-6 November 2022
Esplanade Hotel by Rydges, Fremantle

OPENING UP

4-6 November 2022 | Book Online Now!







About the AVA

The AVA is the peak national body representing the Australian veterinary profession, delivering a range of services and benefits to over 8,500 members.

For over 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.

About the WA State Conference

This year the theme for the conference is "Opening Up" and we look forward to welcoming all of you to this vibrant event.

On Friday evening, we will have the annual Trade Fair with over 300 people gathering together for a trade exhibition to show case the latest and best of our profession. On Saturday evening we will have a wonderful cocktail function on the roof top garden of the National Hotel - one of Fremantle's most beautiful heritage venues. Perth in November is magical - come and join us at one of the best and most enjoyable AVA functions of the year.

We welcome back all those suppliers and supporters who have been unable to come to WA over the last few years. We have missed you.

The WA Friday Night Trade Fair and Saturday Trade Show is almost always a sell out with 54 exhibitor stands available.

Friday 4 November 2022, 6.30pm-9.00pm

Trade Fair opens

Saturday 5 November 2022

- Conference 8.00am-5.00pm
- Saturday Night Cocktail Party 7.00pm-midnight
- Trade Fair 10.30am-3.30pm Exhibition followed by bump out

Sunday 6 November 2022

• 8.30am-5.00pm

Book Today

All sponsorship and exhibition opportunities can be booked online at https://www.ava.com.au/education-events/sponsor-exhibit/

Please contact Kandy Musgrave, National Events Manager events@ava.com.au to discuss sponsorship opportunities.







There's always plenty of things to do in Fremantle. Just 30 minutes from Perth City, Fremantle has long been renowned for its eclectic mix of arty and alternative types. The streets buzz with the song of buskers, the sidewalks fill with a wild collection of art and the music that floats out from trendy cafés and bars. Outside Fremantle's city centre you'll find gorgeous beaches and walking and bicycle trails meandering along the sparkling waters of the coast and the river's edge. Visit Fremantle markets or take a trip to Rottnest Island to have a selfie with a Quokka.

Esplanade Hotel Fremantle - By Rydges

46-54 Essex St, Fremantle WA 6160

The Trade Fair and Conference will be held at the Esplanade Hotel at Fremantle which has a rich history dating back to 1850. The hotel is an iconic landmark in Western Australia and pays tribute to the history of the region and is right in the heart of Fremantle.

Discounted accommodation will be available.

Accommodation: We have negotiated special conference accommodation rates through the Esplanade Hotel by Rydges. When booking mention the *AVA WA Conference*.





Top reasons to sponsor and exhibit



Do more business and save time and money

Actively network with over 200 veterinary professionals at the Trade Show and 100 conference delegates. Have your first discussion with new prospects face-to-face all under one roof.



Elevate your brand

Multiple opportunities exist before, during and after the event.



Be top of mind

Showcase your products and solutions to an eager audience and remain top of mind.



Show your industry involvement

Be seen as a partner who's actively engaged in understanding the issues your clients and prospects face.

Who will attend?

There will be a broad mix of veterinarians from all fields of veterinary science including:



Employed veterinarians



Graduating Practice owners Academics students



/ principals





veterinarians



Government veterinarians



Veterinary nurses



managers











Trade Show and Conference Promotion

The AVA has thousands of member and non-member veterinary contacts from Australia, New Zealand and Asia Pacific providing an excellent opportunity to promote your organisation and/or products and services to your target audience of existing and potential new customers.

e-marketing

Regular email blasts promoting the conference in various email communications gives you direct access to approximately 8,500 veterinarians and veterinary industry partners plus localized campaigns.

Social media

Campaigns with targeted user generated content messages throughout the event cycle.

Website

Promotion via www.ava.com.au with a dedicated web page.

Partnership opportunities

Maximise your visibility for your target markets by becoming a conference partner. Our marketing will ensure that your support and profile is raised with the AVA members and the profession.

You can choose one of our medallion partnership opportunities or talk to us about a tailored package to suit your needs. An early commitment will mean greater exposure and a greater return on your investment.

Partnership Snapshot

Benefits	Platinum	Gold	Silver	Bronze
Stand	12sqm	6sqm	6sqm	4sqm
Full conference registrations	2	2	1	1
Saturday Night Cocktail Party	2	2	1	1





Platinum Partnership \$10,990 (incl. GST) - Sold - Thank you Hill's Pet Nutrition

- Acknowledgement as Platinum sponsor
- 12sqm stand at the Friday night trade show and Saturday conference
- Preferential stand selection
- Two exhibitor registrations to Friday night trade show and Saturday conference including catering
- Two tickets to Saturday night cocktail party
- Opportunity to address the vets and nurses' streams (15 minutes)
- · Logo on the front cover of the registration brochure
- Logo acknowledgement on selected promotional material
- Promotional slide in conference sessions
- · Entry in passport competition
- First option to sponsor industry breakfast

Gold partnership

\$6,990 (incl. GST)

- · Acknowledgement as Gold sponsor
- 6sqm stand at the Friday night trade show and Saturday conference
- Preferential stand selection
- Two exhibitor registrations to Friday night trade show and Saturday conference including catering
- Two tickets to Saturday night cocktail party
- · Logo acknowledgement on selected promotional material
- Entry in passport competition







Silver partnership

\$5,450 (incl. GST)

- · Acknowledgement as Gold sponsor
- 6sqm stand at the Friday night trade show and Saturday conference
- Preferential stand selection
- One exhibitor registration to Friday night trade show and Saturday conference including catering
- One ticket to Saturday night cocktail party
- Logo acknowledgement on selected promotional material
- Entry in passport competition

Bronze partnership 4sqm stand - Limited New opportunities

\$3,750 (incl. GST)

- Acknowledgement as Bronze sponsor
- 4sqm stand at the Friday night trade show and Saturday conference
- · Preferential stand selection
- One exhibitor registration to Friday night trade show and Saturday conference including catering
- · One ticket to Saturday night cocktail party
- Logo acknowledgement on selected promotional material
- Entry in passport competition

Plenary or stream sponsorship

\$2,250 (incl. GST)

2 plenaries, 2 streams per day

Benefits include:

- Signage inside the session room (signage to be supplied by the sponsor)
- Acknowledgment by the day stream chairperson
- Logo on opening and closing session slide
- Opportunity to display promotional material inside the day stream room
- · Opportunity for sponsor representative to attend sessions and welcome delegates as they enter the stream
- Acknowledgment on selected printed material leading up to and during the conference
- Opportunity to hand out brochure as delegates enter the stream or plenary



Breakfast sessions

\$2,990 (incl. GST) - Sold

Thank you Hill's Pet Nutrition and Greencross Pet Wellness Company

Preference to Platinum and Gold Sponsors

Popular with delegates, the breakfast sessions provide sponsors with the opportunity to showcase your industry experts and create your own session.

(Sponsor pays catering, venue hire and audio-visual costs)

Benefits include:

- · Include promotional material on every breakfast table or at each place setting
- · Promotion in the breakfast invitation
- Provide a significant-value lucky door prize (optional)
- Include a gift for each guest (optional)

Saturday night cocktail party (exclusive) Thank you Troy Laboratories

\$8,400 (incl. GST) - Sold

2 opportunities - \$2,800 or exclusive \$8,400

- Join us at Saturday night cocktail party which will be held on the Saturday evening of the conference, attended by over 100 guests.
- Naming rights to Saturday night cocktail party
- Opportunity to display signage throughout the venue.
- Opportunity to have input into theming and entertainment.
- Option of wait staff to wear aprons with the sponsor logo (provided by sponsor).
- Two complimentary Saturday night cocktail party tickets.
- · Opportunity to give guests a gift.
- Opportunity for appropriately qualified representative to address the audience during the night for a maximum of 3 minutes.
- Conference logo for use on your promotional materials.

AVA Platinum supporter









Exhibition Only

3m x 2m (6sqm) - \$2,995 (incl. GST)

- · Carpeted floor space with black and side walls
- Two (2) spotlights
- One (1) 4 amp power point
- One (1) skirted trestle table and (2 chairs)
- Two (2) exhibitor registrations including catering on Friday and Saturday

2m x 2m (4sqm) - \$2,210 (incl. GST)

- · Carpeted floor space with black and side walls
- One (1) spotlight
- One (1) 4 amp power point
- One (1) skirted trestle table and (2 chairs)
- One (1) exhibitor registrations including catering on Friday and Saturday

Saturday Night Cocktail Party kindly sponsored by Troy Laboratories

Saturday 5 November 2022, 7.00pm-11.00pm Rooftop Bar, National Hotel, 98 High Street, Fremantle



It is time to mingle under the stars on the rooftop bar of the historic National Hotel with 360 degree views of Fremantle, taking in the city, port and ocean.

Includes drinks, substantial canapes, music and fun.

\$140 per person - AVA members, delegates, exhibitors and guests. Numbers limited.

\$280 - non-members, non-exhibitors

Numbers limited. (Not included in exhibition only package)

Extra Exhibitor Passes

Additional trade passes may be purchased online

Friday Trade Show - \$60

Saturday Conference - \$180

Both Cocktail party and Extra Exhibitor passes can be purchased online when you receive your exhibitor registration link.

Working towards a substainable conference

We are working towards phasing out the conference satchel/bag. Our first step is we no longer accept paper based satchel inserts from our conference partners and exhibitors.

We understand that our conference partners and exhibitors may wish to gift delegates at your strand and encourage you to consider providing an item with is either sustainable and/or biodegradable.

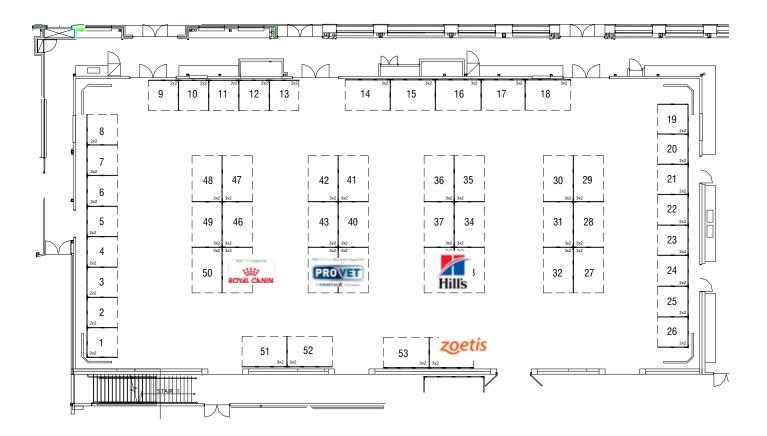


2022 WA Division Conference, 4-6 November

Esplanade Hotel, Fremantle

33 stands 3x2

21 stands 2x2.





Money matters

Conditions of sponsorship and exhibition payment

A deposit of 50% of the total amount payable will be required 14 days from receipt of the invoice to secure your sponsorship package preference. The outstanding balance must be received no later than 90 days prior to the commencement of event or by arrangement.

Payment methods

- 1. Tax invoice an invoice will be raised for payment
- 2. Direct bank transfer please contact the Conference Secretariat for bank account details
- 3. Company cheque
- 4. Credit card Visa and MasterCard accepted

Cancellation

- Requests for cancellations must be submitted in writing
- 2. If cancellation is accepted, 50% of the contracted cost to exhibit/sponsor will be retained
- 3. If cancellation occurs within two (2) months of the commencement of the event, 100% of the contracted cost to exhibit/sponsor will be retained
- 4. See the Terms and conditions for more information

Booking and Stand Allocation Process

All bookings are online

- Applications for exhibition space will be allocated in the following order:
- AVA corporate supporters/industry partners who are sponsoring the conference.
- AVA corporate supporters
- · Companies wishing to sponsor the conference
- In order of booking date

Sponsorship and Exhibition Conditions

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.

Registered products

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.

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 (APP's) which came into force on 12 March 2014. View AVA Privacy Policy or visit https://www.ava.com.au/privacy-policy/. The AVA takes photos of this event. By attending you give AVA permission to use images taken at the conference, as well as any written comments on our evaluation forms in our communications.

AVA Policy: Love is Blind

Breeds of dogs with exaggerated physical features in 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 across all advertising, and we ask that you make sure that all of your team involved in the exhibition are aware of our policy and the animal welfare issues involved.

What this policy means for conference advertising:

The AVA will not accept artwork displaying animal breeds with exaggerated physical features which are associated with adverse health and welfare outcomes. These breeds include:

Dog Breeds

- Affenpinscher
- Basset hound
- Bloodhound
- Boston Terriers
- Boxer
- Brussels Griffon
- Bulldog
- Bullmastiff

- Cane Corso
- Cavalier King Charles Spaniel
- Chow Chow
- Corgies
- Dachshunds
- Dogue de Bordeaux
- English Toy Spaniel

- French Bulldog
- Japanese Chin
- Lhasa Apso
- Neapolitan Mastiff
- Pekingese
- Pug
- Shar-Pei
- Shih Tzu

On the next page we have provided example images of the most common breeds listed above.

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

Please <u>click here</u> to read the full AVA 'Love is Blind' policy.

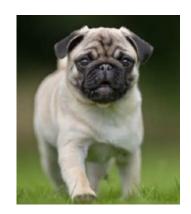
If you need more information please contact Meredith Flash, Head of Education; meredith.flash@ava.com.au or Melanie Latter, National Manager - Policy and Veterinary Science; melanie.latter@ava.com.au.

You can also visit www.loveisblind.org.au to learn more.

Examples – Most Common Breeds

Pug





French Bulldog





Pekinese





Dachshunds long and shorthaired varieties





Corgies











Terms and Conditions

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.

- 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.
- 15. The Organiser reserves the right to specify heights of walls and coverings for display areas.
- 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.
- 17. 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.
- 19. 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.au.
- 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 and any lawful requirement of the venue's lessor or manager.
- 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

- 37. 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.

- 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