



**Location:** Victoria Pavillion - Melbourne Showgrounds, Epsom Rd, Ascot Vale. Enter via gate 5.



**Dates:** The event includes: a 2-day conference and trade show at the Victoria Pavillion, Melbourne Showgrounds on 7th & 8th July 2022; an industry gala dinner on 7th July in the Sovereign Room at Melbourne Convention and Exhibition Centre; a cocktail party at the Victoria Pavillion on the 8th July 2022



### Exhibitor Move-In:

Wed 6 July, 12pm - 7pm.  
Thu 7 July, 7am - 8:30am.



### Exhibitor Move-Out:

Friday 8 July, 4pm - 10pm.

### Showgrounds Loading Door Dimensions:

**Width:** 5 metres

**Height Clearance:** 4 metres

### Event Manager: Barry Kidd

Mobile: 0421 479 994

Email: [bkidd@busvic.asn.au](mailto:bkidd@busvic.asn.au)

PO Box 125, Port Melbourne, VIC, 3027

### Useful Documents:

**Exhibitor flyer** (inc floor plan & registration form)

<https://www.busvic.asn.au/2022Conference>

### GEL Events Logistics Quote Request Form

(Pdf Form) - <https://tinyurl.com/jdhh9pju>

### Victoria Pavilion Venue Services Guide -

<https://tinyurl.com/2p889vy9>

### Event Webpage:

[www.busvic.asn.au/2022Conference](http://www.busvic.asn.au/2022Conference)

### Car Parking

Available onsite close to the Victoria Pavilion at a cost of \$15 per day. Entry via Gate 5.

### Shuttle Buses

We will be running Shuttle buses between the Showgrounds and South Wharf. Timetable available closer to the date.

## Suggested Accommodation

BusVic does not make accommodation bookings. Please contact the following accommodation venues directly.

### Quest Flemington

<https://www.questapartments.com.au>

**Use promo code BUSVIC15 to obtain a 15% discount.**

Address: 600 Epsom Rd, Flemington VIC 3031

Ph: +61 3 9371 2200

### Quest Maribyrnong

[www.questmaribyrnong.com.au](http://www.questmaribyrnong.com.au)

**Use promo code BUSVIC to obtain a 15% discount.**

2A Wests Rd, Maribyrnong, VIC 3032

Ph: +61 3 9070 2222

Email : [questmaribyrnong@questapartments.com.au](mailto:questmaribyrnong@questapartments.com.au)

### Crowne Plaza

<https://book.passkey.com/e/50308056>

1-5 Spencer Street, Melbourne, VIC, 3008

Ph: +61 3 9648 2777

### Crown Metropol

<https://www.crownmelbourne.com.au>

8 Whiteman St Southbank VIC 3006

Ph: +61 3 9292 6211

### Crown Promenade

<https://www.crownmelbourne.com.au>

8 Whiteman St Southbank VIC 3006

Ph: +61 3 9292 6688

## Stand Allocation

Stand allocations are made by the Event Manager, giving preference to the following (in order):

1. BusVic Partners
2. Earliest date of registration and payment.

Once completed, such listings and location will be published on the BusVic website -

[www.busvic.asn.au/2022Conference](http://www.busvic.asn.au/2022Conference)

## Stand Inclusion

There is a choice of three exhibition space packages.

**Single stand:** 2m deep \* 3m wide  
(includes 1 delegate for both days – no dinner)

**Double stand:** 2m deep \* 6m wide  
(includes 2 delegates for both days – no dinner)

**Triple stand:** 2m deep \* 9m wide  
(includes 2 delegates for both days – no dinner)

Trade show exhibitors are welcome to attend the industry gala dinner at an extra cost by registering on the website.

Harry the Hirer Exhibitions & Events (Harry the Hirer) are the official Event suppliers. Harry the Hirer will build display booths according to the standard shell scheme outlined below or as otherwise agreed (see information on alternative stand solutions below).

Harry the Hirer's standing trading conditions will apply for services provided, and is available at [www.harrythehirer.com.au/terms-and-conditions/](http://www.harrythehirer.com.au/terms-and-conditions/)

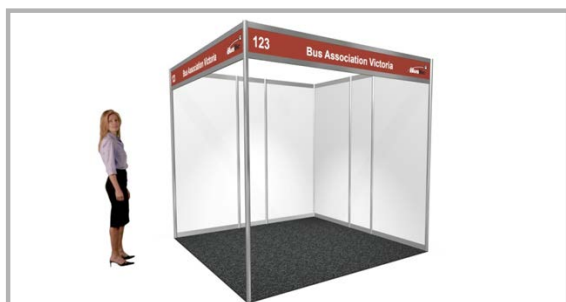
Please note the standard shell scheme, inclusive of lighting, company signage and power, is included in the registration fee, as well as all hire charges, delivery, installation and dismantling of equipment.

Additional furniture and fit out can also be ordered directly from Harry the Hirer.

**You will receive a personalized email from Harry the Hirer providing a unique link to access the online order form to confirm your signage, order furniture or enquire about upgrading your stand.**

**You can also access your account details and view your participation in other shows.**

### Standard Shell Scheme



<b>Walls</b>	2.4m high Matt aluminium frame White laminated walls
<b>Fascia</b>	30mm high Aluminium fascia Red fascia sign insert
<b>Fascia Sign</b>	1 sign per stand, computer cut white lettering on a red panel 1 logo panel with stand number
<b>Lights</b>	See power package note above
<b>Power</b>	1 x single 4amp power point included per stand
<b>Floor Covering</b>	Carpeted

### Spotlights

70w metal halide Enviro Lights will be track mounted and fitted to the back of the fascia of all stands. Lighting and power will be installed on the following ratio:

*3m x 2m Shell Stand* (2 x 70watt Enviro Lights, 1 x 4amp p/point)

*6m x 2m Shell Stand* (4 x 70watt Enviro Lights, 1 x 4amp p/point)

### Furniture /AV

Harry the Hirer has an extensive range of audio visual and furniture to complete any fit out. Their products are available to view at their website.

\*Any fascia sign confirmation forms not returned by the due date will mean Harry the Hirer will print the Exhibition name as supplied to them by BusVic. Please note the shell scheme is Octonorm - a laminated finish. This requires the use of double-sided tape to hang display information from the walls. Harry the Hirer can supply this to Exhibitors on request.

### Harry the Hirer – Exhibitions 81-95 Burnley St, Richmond VIC 3121

Clare Ward

Mobile: 0435 892 779

Phone: 03 9429 6666

Email: [clarew@harrythehirer.com.au](mailto:clarew@harrythehirer.com.au)

Website: [www.harrythehirer.com.au](http://www.harrythehirer.com.au)

### Alternative stand solution

If an Exhibitor wants to investigate an alternative stand solution, contact must be made with Harry the Hirer. Additional charges may apply.

### Harry the Hirer to contact Exhibitors

Harry the Hirer will make contact with Exhibitors and provide them with an order form. These forms are also available from their website. All order forms must be completed and returned to Harry the Hirer no later than Friday 10th June, 2022.

### Exhibitor's with their own Stand builder?

Exhibitors with their own stand builder must inform Harry the Hirer that they do not require the standard shell scheme. Exhibitors can contact Harry the Hirer prior to hearing from them. The same registration fee still applies to those using their own stand builder. Such Exhibitors must remember that Stands must not exceed 2.4m in height unless agreed to by the Event Manager. Plans for Exhibitor custom built Stands must be sent to the Event Manager by Friday 10th June 2022 for approval.

## Melbourne Showgrounds Information

### Melbourne Showgrounds Event Manual

The Melbourne Showgrounds Event Manual contains important information about exhibiting at the Showgrounds. It is available on our website at [www.busvic.asn.au/2022Conference](http://www.busvic.asn.au/2022Conference)

### Free Wi-Fi Internet provided by Melbourne Showgrounds

- Coverage extends throughout the venue.
- Suitable for webmail, Facebook, Twitter and basic internet browsing (but not for streaming video such as Skype).
- Requires users to subscribe (free of charge) via a login page and agree to a set of terms and conditions.

### Car parking

Is available onsite close to the Victoria Pavilion at a cost of \$15 per day. Entry via Gate 5.

### Cleaning

BusVic will provide the following cleaning for Exhibitors during the Event. All other cleaning is the responsibility of Exhibitors. More specific information on the cleaning to be carried out by Exhibitors is included in the Terms and Conditions.

#### Wednesday 7 July, 2022 - Pre Show Clean:

- a) delivery and set up of bins for collection of general rubbish, cardboard and plastic recycling.
- b) general cleaning and vacuuming of exhibiting space and aisles in preparation for Day 1 of the Event.

#### Thursday 8 July, 2022 - Operational Clean/Night Clean:

- a) Operational Clean includes the sweeping and emptying of bins as required.
- b) Night Clean includes the general cleaning of the exhibiting space and aisles, sweeping and emptying of bins as required after the Event closes for the day.

## Stand Set Up, Access and Logistics

a) GEL Events Event Logistics has been appointed the official logistics provider to the 2022 BusVic Maintenance Conference & Trade Show.

b) **Set up: Wednesday 6 July, 2022 from 12pm to 7pm and Thursday 7 July, 2022 from 7am-8.30am.**

c) All Exhibitor representatives involved in the set up in anyway must bring and wear fluorescent high visibility jackets during set up on Thursday 8 July, 2022.

d) Forklift drivers may accept or reject loads based on safety considerations, at their absolute discretion. Where practicable, Exhibitors need to ensure that heavy loads and equipment are on pallets and are secure.

e) Hand pallet trucks will be available for the use of Exhibitors on set up day, these are used at the Exhibitors own risk.

f) All rigging will be done by the appointed contractor, Harry the Hirer.

GEL Events specialises in exhibition domestic and international freight forwarding as well as materials handling services. GEL Events can arrange all local, interstate and international transport services including delivery onto each exhibitor's stand at the exhibition venue. Storage of early consignments, packing materials during the exhibition and storage after the exhibition can also be arranged.

### FREIGHT FORWARDING, FORKLIFTS & STORAGE DEADLINE: Friday 10th June, 2022

Prior to the exhibition GEL Events will contact all exhibitors to ascertain specific transportation and other requirements.

There will be no onsite storage facilities for packing materials and boxes. It is recommended that exhibitors organise off-site storage with GEL Events for all packing crates and freight forwarding materials for the duration of the exhibition. Exhibitors may not leave boxes and packing material in the Exhibition Display Area during the show.

To request a quote to book transport, onsite forklift and/or off-site storage, please complete the order form by Friday 10th June, 2022.

Please note:

If you are using your own transport company, GEL Events cannot sign for delivery of goods on your behalf. Please ensure you make specific arrangements with your transport provider.

## GEL Events

Fiona Ganatzos

Level 2, 15 Equator Rd, Thomastown VIC 3074

Mob: 0406 990 409 | Tel: 1300 013 533

E-mail: [fiona@gelevents.com.au](mailto:fiona@gelevents.com.au)

**FOR SAFETY REASONS OVERSIZED / UNUSUAL FREIGHT EXHIBITORS MUST INDICATE WEIGHT AND CENTRE OF GRAVITY AND ANY SPECIAL MARKINGS (e.g., IF FREIGHT IS WEIGHT BIASED TOWARDS A SIDE, OR MUST BE FORKLIFTED IN A PARTICULAR WAY.)**

## Deliveries

a) As the event bumps in / out on very tight parameters and deliveries will not be accepted at Melbourne Showgrounds earlier than the times specified, we highly recommend using GEL Events as their service is door-to-stand and they work weekends and outside normal business hours.

b) Deliveries may only be made to the venue during the bump-in times specified for your event. Deliveries should be addressed to:

Melbourne Showgrounds  
2022 BusVic Maintenance Conference & Trade Show  
Epsom Road Ascot Vale, VIC 3032  
(enter via gate 5 Langs Road or as discussed with Venue Event Manager)

Please ensure each item dispatched to Melbourne Showgrounds has been labelled with the following details:

- Company name and stand number
- Contact person and contact number
- Name of exhibition/ event

**Please Note:** Melbourne Showgrounds staff are not authorised to sign for delivery of any goods, packages or other materials on behalf of any exhibitor. Delivery drivers and couriers must comply with all posted or verbally enforced speed restrictions and directives of Melbourne Showgrounds staff, contractors or appointed representatives.

## Onsite Materials Handling

a) Exhibitors, or their stand-builders, requiring a forklift during move in or move out, must pre-book these services in advance with GEL Events. To avoid disappointment, you must complete the MATERIALS HANDLING FORM (available from the GEL Events or the BusVic website) and return it to GEL Events by Friday 10th June, 2022

b) GEL Events will be operating a forklift service during bump in and bump out to assist Exhibitors requiring forklifts, pallet jacks and flatbed trolleys. No charge will apply for the provision of these services. Please see the GEL Events staff at the loading dock for assistance.

## Exhibition Break Down

a) **The Event concludes at 4pm Friday 8 July, 2022. Exhibitor Breakdown is from 4pm to 10pm on Friday 8 July, 2022.**

b) GEL Events forklift drivers may accept or reject loads based on safety considerations, at their absolute discretion. Where practicable, Exhibitors need to ensure that heavy loads and equipment are on pallets and are secure.

c) GEL Events will make hand pallet trucks available for the use of Exhibitors, and these are used at the Exhibitors' own risk.

d) Exhibitors are requested to clean up their display site prior to departing.

e) Exhibitors using their own courier must ensure that all freight requiring a pallet jack or forklift is secured, packed and labelled correctly as soon as possible on Friday night. Please leave goods at your stand.

**IMPORTANT:** It is the Exhibitors responsibility to ensure that all freight is labelled correctly with the following information on EVERY item:

- Carrier and consignment note
- Destination address
- Company name
- Contact name and telephone number
- Total amount of pieces. eg. 1 of 3, 2 of 3 etc..

1) Return of storage/empty packaging by GEL Events is not permitted until all delegates / public are off the floor. For safety, Exhibitors need to be patient.

2) BusVic and the Showgrounds determine when the loading dock doors shall be opened and pallet jacks permitted inside the halls.

3) Pallet jack, trolley and forklift assistance will not be available until it is safe to do so.

4) All Exhibitor freight must be removed from the venue by 10pm Friday 8th July, 2022.

# Terms & Conditions

## 1) INTERPRETATION

### 1.1) Definitions:

**a) Applicable Laws**

Applicable Laws means the laws of Victoria.

**b) Contract**

Contract means the agreement made between the Organiser and the Exhibitor incorporating these Terms and the contents of the Event registration form.

**c) Event**

Event means 2021 Bus Maintenance Conference & Trade Show.

**d) Event Duration**

Event duration means Wednesday 6th to Friday 8th July 2022 (inclusive).

**e) Event Manager**

Barry Kidd

Mobile: 0421 479 994

Email: [bkidd@busvic.asn.au](mailto:bkidd@busvic.asn.au)

Postal: PO Box 125, PORT MELBOURNE VIC 3207

**f) Exhibitor**

Exhibitor means those entities who have registered to exhibit and attend the Event.

**g) Loss**

Loss means losses, damages, costs, claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, expenses and damages of any nature whatsoever including indirect, consequential, special, punitive or exemplary damages and damages for loss of anticipated profit, revenue, contract, opportunity or goodwill.

**h) Organiser**

Organiser means Bus Association Victoria Inc

PO Box 125, PORT MELBOURNE VIC 3207

Website: [www.busvic.asn.au](http://www.busvic.asn.au)

**i) Payments**

Payments means any payments required by the Organiser to be made by an Exhibitor in order for the Exhibitor to exhibit and attend the Event.

**j) Stand**

Stand means the display pod, stand, booth or site allocated to an Exhibitor for exhibiting at the Event.

**k) Terms**

Terms means these terms and conditions.

**l) Venue**

Venue means Melbourne Showgrounds, Epsom Road Ascot Vale, Victoria 3032.

### 1.2) Guidance on construction of these Terms:

**(a)** a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

**(b)** a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

**(c)** any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

**(d)** an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

**(e)** a right includes a benefit, remedy, discretion or power;

**(f)** "\$" or "dollars" is a reference to Australian currency;

**(g)** writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and

**(h)** a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;

**(i)** time is local time in Melbourne.

## 2) ORGANISER'S RIGHTS:

- 2.1)** In consideration of the Payments made by an Exhibitor to the Organiser in accordance with these Terms, the Organiser grants a non-exclusive licence to the Exhibitor to use the Stand for the Event Duration subject to these Terms.
- 2.2)** Exhibitors and their exhibits and display stock or items are admitted to the Event, and shall only remain there, on the condition of strict compliance with these Terms.
- 2.3)** Any breach of these Terms by an Exhibitor may result in the Organiser taking whatever action it considers appropriate against the Exhibitor, including prohibiting in whole or in part the Exhibitor, its servants, agents, contractors or employees from participating or continuing to participate in the Event, in which case, the Exhibitor will also forfeit any and all payments made to the Organiser.
- 2.4)** The Organiser also reserves the right in its absolute discretion to deny entry to the Venue and/or terminate the registration of an Exhibitor, its servants, agents, contractors or employees who demonstrates behaviour or acts in a way that it deems to be inappropriate or presents a risk to the health, safety and wellbeing of others.
- 2.5)** In the event of a termination of a registration under clause 2.4 prior to the commencement of the Event, the cost of the registration will be refunded to the Exhibitor but the Organiser will not be liable for any additional expenses or costs, whether direct or indirect, arising from such a termination.
- 2.6)** If a termination under clause 2.4 occurs on site or during the Event then the Organiser reserves the right not to provide any refund of any registration fees and the Organiser will not be liable for any additional expenses or costs, whether direct or indirect, arising from such a termination.
- 2.7)** The Organiser shall produce an official exhibition listing documenting Exhibitors and exhibits. No responsibility is accepted by the Organiser for any omission, misdescription or other error arising from information provided to the Organiser by an Exhibitor for this purpose. The Organiser gives no warranty as to the type or extent of promotion of the Exhibition nor as to attendance numbers.
- 2.8)** The Organiser warrants that it has in place a privacy policy which complies with the Privacy Act 1988 (Cth) as amended from time to time and shall ensure compliance of the same by its personnel.

For further details of the Organiser's privacy policy, please contact the Organiser on 03 9645 3300.

- 2.9)** The Organiser reserves the right in its sole and absolute discretion to alter the Stand allocation and/or floor plan of the Event, or to change the venue for the Event in which event it agrees to provide reasonable notice where possible to any Exhibitor affected by any such alteration, and in such event the Exhibitor must accept such re-allocation without any claim for a reduction in fees or charges or otherwise.

## 3) EXHIBITOR COVENANTS:

Exhibitors understand and agree:

### 3.1) Cancellations

- a)** The Organiser reserves the right to cancel the Event in the event it receives an insufficient number of registrations or for any other reasonable grounds, in which event the maximum liability of the Organiser is limited to a refund of any Payments made under these Terms with no liability for any additional costs incurred by an Exhibitor, including without limitation, travel costs, hotel costs, or any other costs or expenses of the Exhibitor whatsoever.
- b)** The Organiser, without prejudice to any other rights under these Terms, shall agree to a cancellation of a Contract with an Exhibitor at the Exhibitor's request if and only if all of the following conditions are met:
- 1)** a request is received in writing by the Organiser on or before close of business on the cancellation date in c) below; and
  - 2)** the reason given for the request for the cancellation is, in the opinion of the Organiser, reasonable and well founded as determined by the Organiser acting in its sole discretion.
- c)** If the conditions of clause 3.1 b) are met, the Organiser shall retain the following monies by way of liquidated damages and not by way of penalty:
- 1)** 50% of the Payments made if the cancellation is presented in writing before April 30 2022; and
  - 2)** 75% of the Payments made if the cancellation is presented in writing between 1 May and 31 May 2022; and
  - 3)** 100% of the Payments made if notice of the cancellation is given on or after 3 June 2022.

### 3.2) Catering

No food or drink may be brought into the Venue from outside by Exhibitors, except with permission of both the Event Manager and the Venue. Catering can be organised through Melbourne Showgrounds.

### 3.3) Cleaning

An Exhibitor must maintain and leave its Stand in a clean and tidy condition and free of debris and rubbish by using the bins provided by the Organiser. The Organiser will provide the cleaning for Exhibitors during the Event as detailed in the 'Useful Information'. All other cleaning of the Stand is the responsibility of the Exhibitor.

### 3.4) Stand Plan: Booth Displays (Displays no 1-71)

- a)** Exhibitor Stands must not exceed 2.4m in height unless agreed to by the Event Manager.
- b)** Plans for Exhibitor custom built Stands must be sent to the Event Manager by 3 June 2022 for approval.

### 3.5) Display Set Up, Access and Logistics

- a) Exhibitor Stands must only be set up between Wednesday 6th July, 2022 from 12pm -7pm, and Thursday 7th July, 2022 7am to 8.30am. All Stands must be complete by 8.30am on Thursday 7th July, 2022.
- b) Exhibitors must comply with the reasonable directions of the Organiser and its authorised staff in relation to the hours of access to the Stand and the Event, and the hours during which the Event will be open for set up, access and logistic matters.
- c) All Exhibitor representatives involved in the set up must wear fluorescent high visibility jackets during set up on Wednesday 6th July, 2022.
- d) GEL Events forklift drivers may accept or reject Exhibitor loads based on safety considerations, at their absolute discretion.
- e) GEL Events will make hand pallet trucks available for the use of Exhibitors on set up day, and these are used at the Exhibitors own risk.
- f) All Exhibitor rigging must be done by the appointed contractor, Harry the Hirer.

### 3.6) Exhibitor Deliveries

- a) Exhibitor deliveries and pickups can only occur during the following times.

During move in: between Wednesday 6th July, 2022, 12pm to 7pm, and Thursday 7th July, 2022, 7am to 8.30am. During move out: between Friday 8th July, 2022, 4pm to 10pm.

- b) Exhibitors using their own logistics providers must make specific arrangements with those transport providers and/or ensure they have a representative onsite at the time of delivery, otherwise goods will not be signed for.

### 3.7) On site Materials Handling

Exhibitors or their stand-builders requiring a forklift during move in or move out, must pre-book these services in advance with Gaffney's (as set out in the 'Useful Information').

### 3.8) Storage

Exhibitors must not leave boxes and packing material in the Stand during the Event.

### 3.9) Exhibition Break Down

- a) Exhibitor breakdown is only to occur between Friday 8th July, 2022, 4pm to 10pm.
- b) All Exhibitor freight must be removed from the Venue by 8pm Friday 8th July 2022, otherwise it will be considered as unclaimed goods by the Organiser and disposed of at the sole discretion of the Organiser.

### 3.10) Dress Code

Dress Code for the Event is either smart casual or business suit.

### 3.11) Exhibitor Representation and Conduct

- a) At all times during the opening hours of the Event, Exhibitors must:
  - 1) Keep their allocated Stand open to view and properly staffed by competent representatives.
  - 2) Keep the allocated Stand properly maintained and clean.
  - 3) Conduct any business only from the allocated Stand. Plans for any special activities must be approved by the Events Manager.
  - 4) Keep passageways adjacent to the allocated Stand free from any obstruction.
  - 5) Only promote and display the entity name shown on the registration form.
  - 6) Not take onto or cause to be taken into the Venue any dangerous or hazardous goods.
  - 7) Not hold or allow to be held any sale by auction, lottery, raffle, guessing competition, game of chance etc at the Venue.
  - 8) Not sub-Lease, share or part with possession of the Stand.
  - 9) Not operate any type of machinery, device or equipment in such a manner as in the Organiser's absolute opinion may cause nuisance or annoyance to Exhibitors or other persons attending the Event.
  - 10) Not do any act which in the sole opinion of the Organiser may bring discredit upon the Event.
  - 11) Keep noise to a level deemed acceptable by the Organiser.
  - 12) Not disseminate photographs and/or other promotional material in respect to the Exhibition without the written consent of the Organiser.

### 3.12) Risk and Responsibility

- a) Exhibitors, its servants, agents, contractors and employees, participate in the Event and occupy and use the Venue at their risk. The Organiser will not be liable to an Exhibitor, its servants, agents, contractors and employees, for any Loss howsoever arising and regardless of whether any claim be based in contract, tort, equity or otherwise, and whether for any loss of life, personal injury, damage to or loss of property, or loss of business or economic loss which may be suffered or sustained by the Exhibitor, its servants, agents, contractors and employees, due to its participation in the Event or in or about the Venue.
- b) The release in paragraph (a) will not apply to the extent of any negligence, recklessness or deliberate act of the Organiser or its servants, agents, contractors or employees.

**c) Exhibitors must:**

- 1)** indemnify the Organiser for any Loss suffered by it, its servants, agents, contractors or employees, arising from:
    - i.** any failure of an Exhibitor or its respective servants, agents, contractors or employees to perform or observe any of these Terms or any relevant Law;
    - ii.** any default by an Exhibitor of these Terms; or
    - iii.** any negligence of an Exhibitor or its respective servants, agents, contractors or employees;
  - 2)** the indemnity in paragraph (1) will not apply to the extent of any negligence, willful or deliberate act of the Organiser or their servants, agents, contractors or employees;
  - 3)** use reasonable endeavours to mitigate any Loss; and
  - 4)** not do or allow to be done anything which might increase any Loss or increase the risk of any Loss occurring.
- d)** The amount of any Loss payable to the Organiser by an Exhibitor will be in addition to any other amount payable to the Organiser under a specific provision of these Terms.
- e)** To the extent permitted at law, all conditions, warranties and guarantees implied into a Contract or imposed by statute are excluded.
- f)** To the extent the Organiser has any liability to an Exhibitor under any implied or statutory condition, warranty or guarantee which cannot be excluded, to the extent permitted by law, the Organiser can limit such liability at its option to:
- i.** in the case of goods supplied by it to: (i) replacement of the goods or the supply of equivalent goods; (ii) repair of the goods; (iii) payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) payment of the cost of having the goods repaired;
  - ii.** in the case of services supplied by it to: (i) supplying of the services again; or (ii) payment of the cost of having the services supplied again.

**3.13) Insurance**

It is the Exhibitors responsibility to arrange adequate insurance to cover its risks of participating in the Event and occupying the Venue, and the risks of its servants, agents, contractors or employees, including for any loss or damage to its equipment, display items and other materials, and any damage caused to third parties/visitors on or near an Exhibitors Stand or during its exhibition set up or breakdown.

**3.14) Name Tags**

- a)** Conference registration/name tags must be worn on site at the Venue all times.
- b)** Name changes will be permitted until Monday 27th June, 2022.

**3.15) Payments**

- a)** Payments must be made by an Exhibitor in accordance with the Organiser's payment terms as detailed on the invoice and registration form.
- b)** No amounts must be outstanding as at Monday 27th June, 2022.
- c)** No Stands will be allocated to Exhibitors with amounts outstanding at Monday 27th June, 2022, unless special arrangements have been made with the Event Manager.

**3.16) Safety**

All Exhibitors and Exhibitor contractors who are in direct control of Stand build contractors must complete Event Exhibitors need not register with the CMS – a separate hyperlink is available to them to undertake the induction. Please contact your Event Manager for further details. It is a condition of entry for all personnel to carry their printed and signed induction card whilst onsite at all times. Please ensure all your staff understand this requirement to avoid delays accessing the site to perform duties/ works. 3.17) Other Compliance

**4) FORCE MAJEURE:**

In the event that the Event is cancelled or delayed due to a force majeure event and through no fault of the Organiser or the Venue including but not limited to fire, flood, labour disputes, natural

disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slow-downs or disputes, then the Organiser will not be liable for any cost, damage or expense which may be incurred by an Exhibitor under these Terms.

**5) GENERAL:**

- 5.1)** Each party covenants that upon the request of any other party to a Contract to give any consent do anything or act and execute any document as may be reasonably necessary to give full effect to a Contract.
- 5.2)** A notice may be given by email or facsimile or by letter sent by pre-paid post and properly addressed to the person or party to whom it is directed.
- 5.3)** These Terms shall be construed in accordance with and governed by the laws of Victoria and the parties submit to the jurisdiction of the courts of Victoria.
- 5.4)** No agreement as between the parties varying or amending these Terms or any part of a Contract shall have any force or effect unless it is committed to writing and signed by the parties.
- 5.5)** If a court, arbitrator, tribunal or other authority determines that a sentence, paragraph or clause of this contract is unenforceable, illegal, or void, then it must be severed and the other provisions of these Terms remain operative and binding upon the parties.
- 5.6)** The parties agree that nothing in these Terms shall constitute a partnership, agency, employer/employee relationship or joint venture arrangement between them.