Terms and Conditions of Exhibiting

Terms:
Exhibition – means the Australasia Bus & Coach Expo
Exhibitor – includes all employees and agents of any individual, partnership or company exhibiting
Organiser – means BusNSW, and/or, its duly appointed agent

Conditions:

1. The Organiser reserves the right to alter or add to these conditions as may be necessary for the compliance with any laws, regulations or directions given by the owner/lessor of the exhibition site and generally for the efficient running of the exhibition

2. The Exhibitor shall be liable for any taxes, duties, fees, or charges which might now or at anytime hereafter become liable in respect of this agreement and the Exhibitor agrees to indemnify the Organiser in respect of such amounts

3. In the absolute discretion of the Organiser, the Organiser may allocate, alter the size, shape or position of the floor plan in such a manner and at such time as the Organiser may deem to be in the best interests to the Exhibition as a whole. Such allotment of space by the Organiser to the Exhibitor shall constitute a licence to exhibit only and not a tenancy. The Organiser may also in its absolute discretion refuse any payment made or owing by the Exhibitor herein in the event that display space is reduced

4. (without prior written permission of the Organiser), the Exhibitor shall not:

a) construct a display stand of a height exceeding 2.4 metres except in accordance with the prior written permission of the Organiser and the neighbouring Exhibitors (if any)
b) display an exhibit or product which does not in the sole opinion of the Organiser fall within the subject of the exhibition
c) Paint or other wise mark or damage any panel, floors, or walls of the exhibition premises. The Exhibitor shall be responsible for the cost of remedying any breach of this clause
d) take onto or cause to be taken into the exhibition site any dangerous or hazardous goods
e) hold or allow to be held any sale by auction, lottery, raffle, guessing competition, game of chance etc
f) sub-Lease, share or part with possession of the allocated display space
g) 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 Exhibition
h) do any act which in the sole opinion of the Organiser may bring discredit upon the Exhibition

5. The Exhibitor shall be liable for all payments herein as directed in writing by the Organiser

6. Cancellations must be received by the Organiser in writing and are subject to the conditions outlined on the Australasia Bus & Coach Expo website www.busandcoachexpo.com.au

7. Unless the Organiser otherwise notifies the Exhibitor in writing payments by the Exhibitor hereunder do not include insurance, cleaning of exhibits, water or other service/s, loading and handling of equipment and staff, rigging, dressing of stand, advertising catalogues or handbills

8. The Exhibitor acknowledges that the owner/lessor of the exhibition site may carry out installation of water, electricity or other service or connection to the Exhibition.

9. Such particulars as the Organiser may require of the design, weight and character of all stands and exhibits shall be supplied by the Exhibitor prior to the erection and placement thereof on the exhibition site. In the absolute discretion of the Organiser, the Organiser may approve stands and exhibits whether or not subject to conditions as the Organiser deems appropriate or reject any stand or exhibit. Any stand or exhibit erected without the approval of the Organiser or contrary to any condition of such approval shall forthwith be removed or altered by the Exhibitor at the direction of the Organiser or at its option the Organiser may remove or alter the stand or exhibit and the Exhibitor shall bear the cost thereof. The Organiser shall not be liable to the Exhibitor for any loss or damage sustained by the Exhibitor arising out of the exercise by the Organiser of its rights herein

10. In regard to all plant, machinery and exhibits the Exhibitor shall comply with all statutory requirements for safety including storage and handing

11. The Organiser may in its absolute discretion refuse any person admission or entry to the Exhibition. The Exhibitor shall ensure passes supplied for the exclusive use of its nominated employees/representatives are not used by unauthorised persons or otherwise misused

12. At all times during the opening hours of the Exhibition, the Exhibitor shall:

a) keep the display/stand open to view and properly staffed by competent representatives
b) keep properly maintained and cleaned the allocated display space
c) conduct any business only from the allocated display space
d) keep passageways adjacent to the allocated display space free from any obstruction

13. The Exhibitor undertakes to have the allocated display space ready with all exhibits available for display and completed by such time as shall be notified by the Organiser to the Exhibitor

14. The Organiser shall be under no liability whatsoever for the loss of or damage to exhibits or other property of the Exhibitor, his servants, agents or invitees howsoever such loss or damage may be caused or not caused in whole or in part by any negligence of the Organiser, its servants or agents

15. The Exhibitor shall take out all appropriate and necessary Liability Insurances to cover the risks associated with the goods and chattels being displayed, the representatives employed, and the visitors at the allocated display space

16. The Organiser shall have the right to disseminate photographs and/or other promotional material in respect to the Exhibition and has the sole right to approve dissemination by Exhibitors with written consent

17. The Organiser shall produce an official catalogue of the Exhibition listing exhibits and Exhibitors. No responsibility is accepted by the Organiser for any omission, misdescription or other error. The Organiser gives no warranty as to the type or extent of promotion of the

Exhibition nor as to attendance numbers

18. If holding of the Exhibition or the supply of any services by the Organiser is prevented, postponed or abandoned by reason of fire, storm, lightning, national emergency, labour dispute, strike, lockout, civil disturbance, explosion, inevitable accident or any other latent condition or cause not within the control of the Organiser whether of the same kind or not should the Exhibition site become wholly or partially unavailable for the holding of the Exhibition, the Organiser shall be at liberty on the giving notice in writing to determine this agreement. Where the agreement is determined under this clause, the Organiser shall not be liable in any way whatsoever for any expenditure or liability for loss, consequential or otherwise, incurred by the Exhibitor but the Organiser may in its absolute discretion refund in whole or in part any payment made by the Exhibitor or waive any payment the Exhibitor is liable to make under this agreement

19. Should the Exhibitor be unable or unwilling to perform his/her part of the agreement or fail to comply with these conditions or otherwise be in breach of this agreement the Organiser may terminate the agreement by giving notice in writing and retain any payment made by the Exhibitor under this agreement as liquidated damages. The Exhibitor shall thereafter be prohibited from occupying any display space/stand and shall immediately remove his exhibits from the Exhibition site in accordance with the Organiser's directions provided that the Organiser may remove such exhibits and dispatch them to the Exhibitor last advised address. The Organisers cost of such removal and dispatch shall become a debt due by the Exhibitor to the Organiser.

20. All exhibits are subject to a general lien in favour of the Organiser for all sums due from the Exhibitor to the Organiser hereunder

21. This agreement sets forth the entire agreement and understanding between the Organiser and the Exhibitor and neither party shall be bound by any other conditions, definitions, warranties or representatives of this agreement except as expressly provided herein or as subsequently agreed in writing and signed by a proper and duly authorised representative of the party to be bound thereby

22. All notices to be served pursuant to this agreement shall be in writing and served personally or sent by pre-paid post (or Fax or email to the other party's last advised address. Notices shall be deemed to have been given on the date of posting/transmission

23. If any part of this agreement is found to be invalid or of no force or effect under any applicable laws, executive order or regulation of any government authority having jurisdiction, this agreement shall be construed as though such part had not been inserted therein and the remainder of this agreement shall retain its full force and effect

24. This agreement shall be governed by and construed in accordance with the laws for the time being in force in the state in which the exhibition is situated