

# EXHIBITORS – TERMS & CONDITIONS

---

## Regional DAL Expo

### 1. Definitions

In this Agreement:

- 1.1 "**Agreement**" means the agreement between the Exhibitor and CF for the Exhibitor to participate in the Event by setting up a display booth and exhibiting their goods or services at the Event and these Terms and Conditions;
- 1.2 "**CF**" means the Catalyst Foundation Incorporated ABN 29 115 047 383;
- 1.3 "**Event**" means the Disability, Ageing and Lifestyle Expo, also known as the "DAL Expo", organised and hosted by CF as an annual event;
- 1.4 "**Exhibitor**" means a person who has registered and been approved by CF under clause 3 to participate in the Event as an Exhibitor;
- 1.5 "**Intellectual Property Rights**" means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trademarks, business names, designs, trade secrets, know-how and confidential information;
- 1.6 "**Marketing Collateral**" means any digital, radio or printed advertising containing CF branding, logo, slogan or the like. This includes all PR media releases, radio advertising, social media posts, brochures, newsletters, magazine advertisements, posters, leaflets, letters, emails, websites;
- 1.7 "**Networking Event**" means the networking event organised and hosted by CF and held in conjunction with the Event referred to in clause 8.

### 2. Interpretation

In this Agreement, unless the context otherwise requires:

- 2.1 headings do not affect interpretation;
- 2.2 singular includes plural and plural includes singular;
- 2.3 reference to a clause is to a clause of these Terms and Conditions, and a reference to this Agreement includes these Terms and Conditions;
- 2.4 reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 2.5 reference to a person includes a corporation, body corporate, joint venture, association, government body, firm and any other entity;
- 2.6 a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- 2.7 reference to two or more people means each of them individually and all of them jointly;
- 2.8 if a party comprises two or more people: (a) a promise by that party binds each of them individually and all of them jointly; (b) a right given to that party is given to them jointly; and (c) a representation, warranty or undertaking by that party is made by each of them individually; and
- 2.9 the meaning of general words or provisions shall not be limited by references to specific matters that follow them (for example, introduced by words such as "including" or "in particular") or precede them or are included elsewhere in this Agreement.

### 3. Exhibitor Registration Bookings

- 3.1 All Exhibitor registration bookings are to be made via the CF Event booking office (<https://dalexpo.com.au>) and are subject to review and confirmation by CF.
- 3.2 By submitting an Exhibitor registration booking application each person applying for registration as an Exhibitor agrees to and is bound by these Terms and Conditions, which form part of the Agreement.
- 3.3 Full payment of all Exhibitor registration fees and charges, including but not limited to, booth fees and any additional purchases in relation to the Event, are required to confirm participation at the Event.

### 4. Warranties and representations

By submitting an Exhibitor registration booking application, each Exhibitor warrants and represents that:

- 4.1 it has full legal power and capacity to enter into this Agreement and this Agreement is valid and binding against it;
- 4.2 it will comply with all of its obligations set out in this Agreement, including without limitation the public liability insurance requirements in clause 26; and
- 4.3 it is not affected by any form of insolvency administration or bankruptcy.

### 5. Payment Terms

- 5.1 Payments of Exhibitor registration fees and charges can be made by either credit card or direct deposit. Upon acceptance of an Exhibitor's registration booking by CF, a tax invoice will be emailed to the Exhibitor requiring payment within 30 days. **Please note, if paying by credit card there is a surcharge of 2.2%.**
- 5.2 Payment of the Exhibitor registration fees and charges is to be made within 30 days from the date of invoice, or on arrangement with the Finance Office of CF.
- 5.3 Additional purchases made directly with CF are required to be paid within 30 days from the date of invoice.
- 5.4 Invoices are deemed to be received by the Exhibitor on the day immediately following the date shown by CF's email system as the sent date. Any failure to receive an invoice does not relieve an Exhibitor of liability for payment of fees by the due date shown on the invoice.
- 5.5 CF reserves the right to charge as an additional fee any additional administration expenses incurred by it as a result of late payment of invoices.
- 5.6 CF reserves the right to terminate any registration booking or other additional purchases that remain unpaid 30 days from the due date specified in the relevant tax invoice. CF will not be liable to the Exhibitor for any loss or damage the Exhibitor suffers because CF has exercised its rights under this clause 5.6.
- 5.7 Full payment is required at the time of confirmation of registration booking if the date of booking is less than two months prior to the Event date.
- 5.8 The Exhibitor must indemnify CF from and against CF's reasonable costs for collecting any debt owed to CF by the Exhibitor under this Agreement.

### 6. GST

If Goods and Services Tax (**GST**) applies to any goods and services supplied by CF to the Exhibitor under this Agreement, this clause 6 applies. All fees and charges invoiced by CF to the Exhibitor for goods and services supplied in relation to the Event are exclusive of GST. The Exhibitor must pay CF an amount equal to the GST payable on or for the supply of goods and services by CF to the Exhibitor in relation to the Event, subject only to the receipt of a valid tax invoice.

## 7. **Cancellation and Refunds**

### 7.1 **Exhibitor registration bookings**

Cancellation of Exhibitor registration bookings must be notified to CF in writing. Registration deposits are non-refundable. If cancellation occurs 60 days or more prior to the Event, the Exhibitor will be refunded all monies paid, less the deposit which will be credited to the following DAL Expo event or equivalent. If cancelling within 60 days prior to the Event without cause, no refund or credit will be applicable.

### 7.2 **Event Cancellation**

The safety of all attendees, volunteers, exhibitors, staff and sponsors is CF's main concern. If for any reason, as directed by the South Australian Government or any other statutory authority, or for any reason outside of CF's reasonable control, the Event is required to be cancelled or postponed, all Exhibitors will be provided the choice of a full refund of monies paid or having that amount credited to the following DAL Expo event or equivalent.

## 8. **Networking Event**

Tickets to the Networking Event are offered on a complimentary basis, and the number of tickets is dependent on the package purchased by the Exhibitor. Confirmation of attendance is required. The name of the Exhibitor's attendee must be provided to the CF Expo Office at least 30 days prior the Networking Event. If confirmation has not been received by the due date, CF reserves the right to offer any unallocated complimentary tickets to another Exhibitor. Subject to availability, additional tickets to the Networking Event may be made available to purchase. CF will notify the Exhibitors if additional tickets are available.

## 9. **Entry to site**

9.1 CF shall retain the right to enter an Exhibitor's site during the course of the Event.

9.2 CF may remove any signs, pictures, posters or printed materials from an Exhibitor's booth site if in CF's reasonable opinion they may cause offence or distress to other patrons during the Event.

## 10. **Allocation of sites**

10.1 Allocation of booth sites are at the sole discretion of CF.

10.2 CF reserves the right to amend the Event floor plan, including the number, size, and location of booths at any time (acting reasonably). CF will communicate any necessary booth location changes with the Exhibitor at the time these changes are made.

10.3 If, in the opinion of CF, an Exhibitor has shown special reasons for requiring a particular site, CF, in their absolute discretion, may allocate such site.

## 11. **Possession of site**

11.1 The Exhibitor will be provided with a bump in time in writing. The bump in day will occur the morning of the Event.

11.2 All Exhibitor vehicles must be bumped into their allocated location outside the venue on the morning of the Event. There will be designated times for this to occur and any vehicle movements outside of this time will not be permitted.

11.3 No vehicles, goods or displays shall be removed from the Exhibitor's booth before the scheduled public closing time of 3:00pm/3:30pm on the day of the Event.

12. **Unloading equipment / supplies**

Exhibitors requiring a forklift to unload or load booth supplies will need to make arrangements directly with outside hire companies prior to the Event to ensure availability at the assigned bump in/out times. All relevant costs are the responsibility of the Exhibitor .

13. **Assignment of site**

An Exhibitor shall not assign, sublet, reconfigure or give up possession of the whole or part thereof their allocated booth site without prior written consent of CF. A maximum of one Exhibitor name will be published for each booth location.

14. **Condition of site**

14.1 Exhibitors are responsible for the condition of their allocated booth site for the duration of the Event. Exhibitors must ensure their Event site is maintained and left in a clean state with all rubbish removed. Any rubbish left within the booth site is to be cleaned by the Exhibitor.

14.2 The Exhibitor must indemnify CF against any cleaning costs incurred by CF as a result of a breach of clause 14.1.

15. **Loss or Damage**

CF shall not be liable for any loss or damage to the Exhibitor's property whilst at the Event site, except to the extent caused or contributed by CF or its employees, agents or contractors.

16. **Fuelling onsite**

16.1 CF does not provide a fuelling point onsite for either petrol, diesel or electric motors.

16.2 Exhibitors must make adequate safety arrangements for refuelling of display vehicles or equipment.

17. **Advertising**

Exhibitors may only distribute advertising leaflets at the Event from their allocated booth site.

18. **Marketing**

18.1 The Exhibitor acknowledges and agrees that CF holds and reserves all Intellectual Property Rights associated with the development, organising, delivery and ongoing management of the DAL Expo.

18.2 All Marketing Collateral produced by Exhibitors containing the trademarks, logo, branding, business name or other Intellectual Property Rights of CF (including rights in respect of the DAL Expo) will need approval from the CF Expo Office before distribution.

18.3 Draft copies of all such Marketing Collateral must be emailed to the CF Expo Office at least 30 days prior to print. Once approval has been granted by CF, the Exhibitor must only use the approved copies for distribution at or in connection with the Event and must not use the approved copies for any other purpose.

19. **Livestock**

19.1 Except as provided or approved in writing by CF and the management of the hired venue, no livestock shall be brought into the grounds or the event area.

19.2 Livestock brought onto the grounds after approval from CF and the management of the hired venue shall be the responsibility of the relevant Exhibitor. Any incidents or damages by the livestock will be the responsibility of the Exhibitor.

19.3 Livestock, once onsite and in place, are not to be moved around the venue during the Event.

20. **Catering**

- 20.1 CF has exclusivity to appoint licensed food vendors for the Event.
- 20.2 Bringing and consuming of alcoholic beverages onto site at the Event is strictly prohibited.

21. **Prohibited items**

- 21.1 The use of loudspeakers, amplifiers or musical instruments by Exhibitors is expressly prohibited unless prior written approval has been given by CF.
- 21.2 Helium balloons are not permitted inside or outside of the venue.

22. **Workplace Health and Safety**

- 22.1 The Event site is considered a workplace and as such all Exhibitors must comply with the *Work Health and Safety Act 2012* (SA) and regulations made under it in ensuring the safety of their staff, volunteers, contractors and visitors to their booth site and in and around the Event space.
- 22.2 Exhibitors must comply with any work health and safety policies adopted by CF and the hired venue and notified to the Exhibitor, and all reasonable directions and procedures relating to security and work health and safety as required by CF and the hired venue.
- 22.3 Exhibitors must ensure that their employees, agents and contractors comply with all laws, regulations, notices and codes of practice having application to the Event and these Terms and Conditions.

23. **Vehicles**

- 23.1 Exhibitors that book "Vehicle" booth locations must advise CF the dimensions of the vehicle at the time of booking. Location of Exhibitor vehicles will be at the discretion of CF.
- 23.2 Movement of vehicles (not for display) other than to and from designated parking areas is strictly forbidden during the Event. No vehicles, forklifts etc. will be permitted onsite or in any display areas until after the Event is closed.
- 23.3 Exhibitors booking "Vehicle" booth locations will be given a specific time to bump in and out. All vehicle movements will require an escort by the Expo Vehicle Marshall.

24. **Bump Out and Abandoned Property**

- 24.1 At the completion of the Event, the Exhibitor must remove from the Event site all structures, goods, vehicles, equipment, brochure stocks and collateral erected or displayed by the Exhibitor and vacate the area by no later than 4:30pm.
- 24.2 At the end of the Event, if there are any structures, or part thereof, remaining on site CF will have the right to remove, dismantle or sell such property, which shall be deemed as abandoned. Any proceeds from the sale will be the property of CF. The Exhibitor must indemnify CF against the costs incurred by CF in arranging the removal of abandoned property.
- 24.3 Any unused brochure stocks or display equipment left at the Exhibitor's booth site will be returned to the Exhibitor at the Exhibitor's cost. The Exhibitor must indemnify CF against the costs incurred by CF in returning such stocks or display equipment to the Exhibitor.

25. **Indemnity**

- 25.1 Without limiting CF's other rights and remedies, the Exhibitor must indemnify and keep indemnified CF and its officers, employees, agents and contractors from and against any Loss suffered or incurred by CF (including through claims made against CF by third parties) to the extent arising from:
  - (a) the Exhibitor's breach of this Agreement;

- (b) the Exhibitor's negligent act or omission or of its employees, agents or contactors;
- (c) any fraud, dishonesty, misrepresentation or wilful default by the Exhibitor in connection with the Event or this Agreement,

except to the extent such Loss is caused or contributed to by CF or its employees, agents or contractors.

25.2 CF will act reasonably to mitigate any Loss it suffers or incurs.

25.3 In this clause, "Loss" means any loss, cost, expense (including reasonable lawyers' fees and expenses on an indemnity basis) or damage.

## 26. **Public Liability Insurance**

26.1 Exhibitors must hold and maintain a policy of public liability insurance covering all days of the Event, including bump in and Out, and for at least seven years following completion of the Event. The Exhibitor must produce evidence of its insurance cover to CF upon request. The Exhibitor must not allow any act or omission which would make such policy of insurance void or unenforceable.

26.2 The minimum amount of cover required is \$20 million dollars.

26.3 The insurance cover must indemnify CF and its officers, employees, agents and contractors from all actions, claims, demands, losses, damages, costs, and expenses arising from the Exhibitor's use of the booth site. The insurance cover must comply with any additional requirements of the hired venue.

## 27. **Onsite Safety**

It is the express duty of an Exhibitor to demonstrate an obligation of care for onsite operations including the use of all power cables and equipment. Any electrical items brought to site must be tested and tagged to the Australian Standards.

## 28. **Compliance with Laws**

Exhibitors must comply with all laws governing the erection of structures, displays and sale of machinery, and any other goods or products they are promoting.

## 29. **Termination of Agreement**

29.1 Either party may terminate this Agreement in accordance with the cancellation terms set out in clause 7.

29.2 CF may terminate this Agreement immediately by giving notice in writing to the Exhibitor if:

- (a) the Exhibitor fails to pay any fees or charges due to CF within 30 days after the due date;
- (b) the Exhibitor commits a material breach of its obligations under this Agreement;
- (c) a representation, warranty or statement made or deemed to be made by the Exhibitor is untrue or misleading;
- (d) the Exhibitor does not occupy their allocated booth site at the commencement of or during the full period of each day of the Event; or
- (e) the Exhibitor suffers or, in the reasonable opinion of CF, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy or otherwise ceases to carry on business.

29.3 The Exhibitor may terminate this Agreement immediately by giving notice in writing to CF if:

- (a) CF commits a material breach of its obligations under this Agreement; or

- (b) CF suffers or, in the reasonable opinion of the Exhibitor, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy or otherwise ceases to carry on business.

**30. Effect of Termination**

- 30.1 Termination of this Agreement does not affect a party's accrued rights or remedies accruing to that party prior to such termination.
- 30.2 On the effective termination of this Agreement:
  - (a) the Exhibitor has no claim against CF arising out of or in relation to such termination, other than, if applicable, refund or credit rights under clause 7; and
  - (b) the Exhibitor shall remain liable for all monies owing to CF on termination or cancellation of this Agreement. If payment is not received, CF reserves the right to commence legal action to recover the debt owed to it by the Exhibitor. The Exhibitor must indemnify CF against all costs and disbursements incurred by CF in recovering the debt owed to it.

**31. Confidentiality**

- 31.1 Each party agrees that any information concerning this Agreement or the other party, including in respect of the other party's business, employees or the Event, will remain confidential and only be disclosed by that party in the event that disclosure is required by law or necessary to perform the party's obligations or exercise the party's rights under this Agreement.
- 31.2 The obligations under this clause 31 will survive the termination or expiry of the Agreement.

**32. General**

- 32.1 Each party will comply with all applicable privacy laws in relation to this Agreement and the Event.
- 32.2 Each party will retain ownership of its Intellectual Property Rights used or developed in connection with the Event.
- 32.3 The Exhibitor agrees that CF may refer to it as a participant in CF's marketing materials for the Event, including the Event's website.
- 32.4 The Exhibitor must not do anything which may infringe CF's or any third party's Intellectual Property Rights.
- 32.5 A waiver by a party of a breach by the other party of any term of this Agreement does not operate as a waiver of another term or a continuing breach by the other of the same or any other term of this Agreement.
- 32.6 A provision in this Agreement must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed.
- 32.7 This Agreement is subject to the laws of South Australia and each party irrevocably submits to the jurisdiction of the courts exercising jurisdiction in that State.
- 32.8 This Agreement does not create a relationship of employment, agency or partnership between the parties.
- 32.9 The termination or expiry of this Agreement does not affect any right that has accrued to a party before the date of termination or expiry.
- 32.10 Any term of this Agreement that is expressly stated or intended by its nature to survive termination or expiry of this Agreement shall so survive.