



## 2012 Site Expression of interest and Registration Form

**Important! Before completing this application, you must read the full Terms and Conditions, overleaf.**

**Business Name \***

**Website**

**Postal Address \***

**First contact person \***

**Position / Title \***

**Office Telephone Number \***

**Mobile Telephone Number**

**Email \***

**Second contact person**

**Floor space requested \* - 50% required on site confirmation with remaining 50% due 25<sup>th</sup> June 2012.**

3m x 2m shell scheme stand—\$1600 inc GST

3m x 3m shell scheme stand—\$2100 inc GST

6m x 3m shell scheme stand—\$4000 inc GST

6m x 6m shell scheme stand—\$7600 inc GST

**Other—please specify**

**1st preference stand #**

**2nd preference stand #**

**3rd preference stand #**

**Description of the products you intend to display/sell \***

**Terms and Conditions \* \* Fields marked with an asterisk must be completed**

By ticking this box I am indicating that I have read, understand and agree to the Terms & Conditions. Applications are subject to approval by the organiser. I am authorised to make this application and acknowledge that once confirmed by the organiser, it will be subject to a cancellation fee.

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **2012 Gluten Free Expo - Terms and Conditions**

1. The Organiser will allocate a space to each approved exhibitor. This represents a licence to exhibit and not a tenancy.
2. The Expo floor plan may be changed at any time as deemed necessary by the Organiser. Any change will not affect the amount of floor space provided to The Exhibitor.
3. Exhibitors cannot sub-let or assign rights without prior written approval from the Organiser.
4. All displays, exhibits, signs and other materials in public view are subject to prior approval by the Organiser who is authorised to cover or remove any item that is deemed by the Organiser to be unsuitable. Under no circumstances will products, displays or other items that do not directly relate to the Expo's purpose be authorised.
5. All products offered for sale or sample must be gluten free as defined by the Australia New Zealand Food Standards Code. Any product that is not gluten Free, or cannot be determined to be gluten free, will be removed from the Expo.
6. Confirmation of the Exhibitor's booking and allocation of space will occur only after a completed application is submitted and received by the Organiser. If an application is accepted by the Organiser, a confirmation will be issued and a deposit payment of 50% of the total exhibit fee will be due for payment within two weeks. A tax invoice will be issued for the deposit, and a further tax invoice for the balance that must be paid in full no later than 25 June 2012. Where an application is received after this date, the total cost will be due and payable immediately.
7. In the event that the Exhibitor breaches this Agreement, the deposit shall be forfeited.
8. If an Exhibitor chooses to withdraw from the Expo, a cancellation fee of 25% of the total amount due will apply for any cancellation that is notified prior to 25 June 2012. Exhibitors cancelling on or after 25 June 2012 and prior to 16 July 2012 will incur a cancellation fee of 50% of the total amount due. Exhibitors cancelling on or after 16 July 2012 will incur a 100% cancellation fee. The Exhibitor acknowledges that this cancellation fee is a genuine pre-estimate of costs, loss and damage incurred by the Organiser as a result of the Exhibitor's withdrawal. Any notification of cancellation must be in writing and delivered to the Organiser.
9. Exhibitors must be covered by or must take out public risk/product liability insurance cover for the duration of the Expo, including the move-in and the move-out times. The Exhibitor must provide to the Organiser a copy of the valid insurance policies. The Exhibitor must not enter the Expo venue without the required insurance being in place.
10. The Organiser:
  - a. excludes all terms implied by law to the extent permitted by law;
  - b. excludes liability for injury to or death of any person, damage to any Exhibitor property, and any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, or loss of anticipated savings incurred or suffered by the Exhibitor; and
  - c. limits the aggregate liability to an amount that does not exceed the total amount payable by the Exhibitor under this Expo Contract or any activity contemplated by this Expo Contract, whether for breach of contract, tort (including without limitation negligence) or under any statute or otherwise.
11. The Exhibitor indemnifies the Organiser against any losses and costs which the Organiser suffers as a result of any actions or claims brought against the Organiser, including the Organiser's legal costs of defending them, to the extent that they arise out of any act or default by the Exhibitor. The Exhibitor agrees that this indemnity extends to claims which allege that the Organiser has been negligent or that the Organiser is partly or wholly responsible for another person's negligence.
12. The Organiser will not be liable to the Exhibitor for any loss suffered, nor be in default under this Expo Contract for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, SARS, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of the Organiser, or if the attendance at the Expo is adversely impacted by any of the events or causes nominated in this clause. In all such circumstances the Organiser shall be entitled to retain all monies paid by the Exhibitor.
13. The Organiser does not warrant or guarantee and specifically excludes liability to the Exhibitor in relation to:
  - a. Any difference between the estimated and actual number of visitors to the Expo;
  - b. Any difference between the estimated and actual number of exhibitors or sponsors, or the identity of exhibitors or sponsors;
  - c. Timeliness or quality of services, or failure in the provision of services that are the responsibility of the Expo venue or appointed contractors;
  - d. Cancellation, postponement or relocation of the Expo;
  - e. Cancellation, postponement or relocation of any or all of the stage program.
14. The Exhibitor recognises that valuables and equipment are brought into the Expo venue at the Exhibitor's risk. The Organiser will not be responsible for any losses that occur during any period of the move-in, operating period, or move-out. ,
15. A height limit of 2.4 metres applies to all Expo spaces. No part of a display or sign may extend or project beyond the dimensions of the Expo space without prior written approval from the Organiser.
16. Fittings and fixtures will not be attached to the floors, ceilings or walls of the exhibition venue. Nails, screws and other fittings cannot be driven into walls, panels or fixtures or into any part of the exhibition venue.
17. Limited storage space is available. This must be requested in advance, and is at the discretion of the Organiser.
18. The Exhibitor must not remove products or displays during the course of the Expo without the express consent of the Organiser. A representative of the Exhibitor must remain with the assigned exhibition space until the Expo is closed to the public.
19. It is the responsibility of the Exhibitor to ensure that all rubbish is removed from the Exhibitor's space at the close of the Expo.
20. All fire, safety, health and other laws, rules and regulations imposed by the Organiser, the venue, or by the relevant authorities, will be strictly observed by the Exhibitor. This includes, but is not restricted to, food handling and sampling, food labelling, hygiene, health and safety, liquor licensing, and Gaming and Racing regulations.
21. The Exhibitor acknowledges that the Exhibition Manual is an integral part of the terms and conditions and shall be binding on the Exhibitor.
22. This Expo Contract is governed by the laws applicable in New South Wales and both the Exhibitor and the Organiser submit to the exclusive jurisdiction of the courts of New South Wales.
23. Variation of any term of the Expo Contract must be in writing and signed by the parties.
24. All warranties and indemnities survive termination of this Expo Contract.
25. No statement or representation about the Expo or otherwise concerning the subject of this Expo Contract may be relied upon by the Exhibitor unless expressly set out in these terms and conditions.

### **Summary of Cancellation Fees**

Prior to 25 June 2012 - 25% of total  
25 June 2012 to 16 July 2012 - 50% of total  
On or after 16 July 2012 - 100% of total