

OUTDOOR LIVING SHOW TERMS AND CONDITIONS

1. THE EVENT NAME is The Outdoor Living Show.

The **ORGANISER** of the event is Bossman Events.

The **EXHIBITOR** includes all employees, agents or contractors of the site applicant.

The **VENUE** is as per specified on the application form.

The **SITE** is the area designated and allocated to the exhibitor for the purpose of display, demonstration and sale of products and/or services at the event.

The **AUTHORITIES** include the Commonwealth of Australia, the State Government, Local Government, and the Lessor or Venue Operator.

The **BUMP IN** is the time specified by the organiser for exhibitors to set up displays prior to the opening of the event.

The **BUMP OUT** is the time specified by the organiser for exhibitors to dismantle and remove displays following the conclusion of the event.

2. APPLICATION FOR SPACE

Application for space in the event shall be made using the application form. The form should be completed and returned to the organiser, who reserves the right to reject the application and shall not be required to provide any reasons for such refusal. When accepted by the organiser the application becomes a binding contract between the applicant and the organiser. The applicant (exhibitor) agrees to exhibit and be bound by these conditions of exhibiting and the rules and regulations in this agreement.

3. SITE ALLOCATION

The site allocated to an exhibitor upon acceptance represents a license to exhibit not a tenancy. The organiser reserves the right to alter the floor plan and configuration of any stand in the interests of the event at any time and shall only make a cost adjustment if the overall size of the stand is reduced. The organiser has the absolute discretion to allocate the site position to be used by the exhibitor. Sites are allocated on a first in first served basis.

4. EXHIBITS

The exhibitor undertakes that they will at all times during the hours for which the event is open to the public have a representative of the exhibitor in attendance at their allotted site. The organiser makes no representations, warranties, and does not guarantee in any way the number of visitors to this show, or the commercial success of any exhibitor. The organiser does not offer exclusivity for any products or services. The exhibitor shall be responsible for the conduct of any employee, agent, visitor, or guest of the exhibitor in the exhibit space.

5. GROUP DISPLAYS AND SUBLETTING

Exhibitors may not sub let their stand or assign rights or obligations without the written permission of the organiser. All products or services displayed on the stand must be those nominated at the time of application.

6. PAYMENT OF SITE FEE

Following the payment of 40 percent of the total GST inclusive amount as deposit with the application the organiser will advise you of your acceptance or otherwise. The final payment is payable 28 days prior to the event. If the exhibitor breaches this agreement the deposit shall be forfeited. Late application may be accepted upon full payment of total including GST when booking site.

7. BREACH OF CONTRACT AND WITHDRAWAL BY EXHIBITOR

If the exhibitor fails to meet the prescribed payment or fails to occupy all or part of the space allotted, the organiser reserves the right to re-let the space to another applicant and to recover the damages. The organiser may agree to the cancellation of a site at its sole discretion and in exceptional circumstances, upon payment to the

organiser as follows:

(a) if notice of such cancellation is delivered to the organiser more than 28 days before the event - 40 percent of all monies due.

(b) If notice of such cancellation is delivered to the organiser less than 28 days before the exhibition, all monies due under this agreement, shall be payable.

8. STAND LIMITS

No part of the stand may protrude or extend beyond the allotted dimensions of the stand.

9. EXHIBITOR PROPERTY

Although a security service will be furnished for the show, all of the exhibitors property at the show shall be at the sole risk of the exhibitor and neither organiser nor the venue assumes any responsibility for damage to, loss, or theft of property belonging to the exhibitor, its agent, employees, business invitees, visitors or guests.

All video and still photography of any show exhibit and/or exhibit staff will remain the property of the organiser for use in promoting current and future events or for use of any other purpose.

10. BUMP-IN AND BUMP-OUT

All exhibitors shall adhere to the bump-in and bump-out conditions found in the exhibitors kit, which form an integral part of the event rules and regulations and shall be binding on the exhibitor.

11. HEALTH, FIRE, SAFETY, LIQUOR LICENCE AND OTHER LAWS

All health, fire, safety, liquor, laws and other laws, rules and regulations imposed by the organiser or the authorities must be strictly observed by the exhibitor. Copies of all appropriate regulations are available upon request from the organiser.

12. INSURANCE

Third Party Claims (Public Liability)

The exhibitor is responsible for all personal injury or damage to property arising in connection with the exhibitor's display area howsoever caused whether directly or indirectly, by him or any contractor, sub-contractor, servant agent, licensee or invitee of his or any such person or by any exhibit, machinery or other article or thing if his in the possession of or use of him or employees or any agent, of his or (if erected by the exhibitor or contractor of his or his workmen or agents) by the stand fitting contractor. The exhibitor will indemnify the organiser in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The exhibitor must take out adequate insurance in respect of all such claims and produce the premium receipts on demand. Responsibility for Personal Injury and Demand to Property (Employers Liability). The organiser shall not be responsible for personal injury to the exhibitor or his employees, agents, invitees or licensees however caused nor for the loss or damage to exhibits or other property of the exhibitor, his employees, agents, invitees and is accordingly advised to take out all necessary insurance, including Product Insurance. All Policies must be for an amount of no less than \$10 million dollars.

13. EXCLUSION OF LIABILITY

The organiser will not be liable to exhibitors in negligence. Exhibitors must indemnify the organiser and/or the venue operator against any loss which the organiser suffers as a result of any actions or claims brought against the organiser, including the organisers legal costs of defending them, to the extent that they arise out of any act of default by exhibitors. Exhibitors specifically agree 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. By signing the application form, exhibitors agree that to the extent allowed by law, the organiser's liability to the exhibitor for breach of any warranty implied by the Trade Practices Act

is limited to an obligation to allow the exhibitor to exhibit without charge in the next event staged by the organiser in relation to the same or similar style event.

14. OPENING HOURS

The organiser shall determine when the event shall be open to the exhibitors and the public and the organiser's decision as to such hours shall be final and conclusive.

15. RIGHTS AND EXCLUSIONS

The organiser shall have full power to interpret and to make or amend these Conditions of Participation provided that such amendments or additions do not operate to diminish the rights reserved for the exhibitor under this agreement and shall not operate to increase the liabilities of the organiser. In the event of the exhibitor infringing any of these Conditions of Participation the exhibitor will forfeit his site and all payments made by the exhibitor. The question of whether there is any infringement as aforesaid shall be solely a matter for the organiser. The organiser will use its best endeavours to ensure the supply of services mentioned herein but shall not be liable to the exhibitor for any losses, damages, or expenses arising out of any restriction or conditions total or partial failure of such services caused by strikes, riots, civil commotion, lockout, accident, force majeure, blackouts or any other cause beyond the control of the organiser. In the event of a total or partial failure of any service as a result of the above mentioned causes, the exhibitor shall not be entitled to a refund of any monies paid by it nor shall it be relieved of the obligation to pay any amount due under this agreement nor shall the organiser be liable in any way for any expenditure or liability or losses including consequential loss incurred or sustained by the exhibitor.

If the holding of the event is prevented or abandoned because of any of the occurrences referred to above, the exhibitor shall not be entitled to a refund of any monies paid by it, nor shall it be relieved of the of the obligation to pay any amount due under this agreement, nor shall the organiser be liable in any way for any expenditure or liability or loss including consequential loss incurred or sustained by the exhibitor.

If it becomes necessary to change the date or the venue of the event the organiser shall endeavour to reschedule it as near as practicable to the original dates and venue.

The organiser shall not be liable in any way whatsoever for any expenses incurred by the exhibitors as a result of such changes. If it becomes necessary to cancel the event, the organiser shall not be under any obligation to refund any monies paid by the exhibitor.

The parties expressly agree that all the terms of this agreement are in the written document and neither has relied on any representation or warranty of the other in entering into this agreement.

16. GOVERNING LAWS

These conditions shall be constructed in accordance with the laws of the State of Victoria and any dispute or court proceedings must be heard in the State of Victoria.

17. PRIVACY

Bossman Events acknowledges and respects your privacy. The information you provide is being collected by the organiser for the purpose of processing your registration or inquiry and for the marketing and advertising of the Event. The provision of the information requested is voluntary. However, if you do not provide the information requested, we may be unable to process your registration enquiry.

Unless you have indicated otherwise, the organiser will provide information about you to third parties for the promotional purposes of this and subsequent relevant events.