

BOOKING CONDITIONS.
Adventure Travel & Backpackers Expo Series
Version: November 2008

GENERAL CONDITIONS

1. DEFINITIONS

In these conditions, the words and phrases below will have the following meaning, unless the context otherwise requires:

- “Exhibition” means the expo, show or public display including the Stands and other related activities from the scheduled start of build up to completion of breakdown.
- “EXHIBITOR” means the person or persons contracting with the PROMOTER to take part in the Exhibition and its successors and permitted assigns.
- “General Conditions” means these conditions, the booking contract and any schedules or written attachments to these conditions or the booking contract.
- “PROMOTER” means Adventure & Travel Marketing Pty Ltd ABN 45 126 382 205, its successors and assigns.
- “Stand” means the stand, booth, display, exhibit or other area hired by the EXHIBITOR from the PROMOTER for decoration, display of the EXHIBITOR’S goods and/or services or for use by the EXHIBITOR.
- “Venue” includes the buildings, structures and grounds used for or in connection with the Exhibition.

2. BOOKING CONTRACT

The forwarding by the EXHIBITOR of the booking contract will be taken to be an offer by the EXHIBITOR to hire the Stand at the Exhibition on the terms and conditions in this agreement. These General Conditions form part of the booking contract. The PROMOTER may without limitation accept the offer of the EXHIBITOR by notice to the EXHIBITOR. The PROMOTER may refuse to accept the offer of an EXHIBITOR to hire the Stand. The PROMOTER may decide the eligibility of all or any EXHIBITOR.

3. PAYMENTS TO PROMOTER

- (a) The PROMOTER may require a deposit of the costs of the Stand at the time that the booking contract is signed or forwarded to the PROMOTER. Non-payment of any deposit or dishonour on presentation of any cheque will be a fundamental breach of an essential term of this agreement entitling the PROMOTER to immediately end this agreement.
- (b) The EXHIBITOR is to pay the balance of the rental and any other payments to the PROMOTER when due under the booking contract. The EXHIBITOR may not set up their Stand unless the EXHIBITOR has paid in full all fees and rents to the PROMOTER due under the booking contract.
- (c) The PROMOTER may refuse the EXHIBITOR permission to move in and set up the Stand if the EXHIBITOR is in arrears of any payment due to the PROMOTER for or in connection with any other exhibition managed or operated by the PROMOTER.
- (d) All rentals and other money payable by the EXHIBITOR to the PROMOTER which are not paid when due under the booking contract will attract interest at 12% per year on any amount outstanding. The PROMOTER may reduce or waive all or any part of the interest payable. Subject to those General Conditions, the deposit payment by the EXHIBITOR to the PROMOTER will be non-refundable, unless agreed otherwise in writing between the PROMOTER and the EXHIBITOR.
- (e) It is a default by the EXHIBITOR under this agreement if the EXHIBITOR does not:-
- (i) make all payments when due under the booking contract;
 - (ii) complete decoration of the Stand allocated to the EXHIBITOR on opening day of the Exhibition when required by the PROMOTER;
 - (iii) comply with these General Conditions, the procedures in any manuals issued to the EXHIBITOR by the PROMOTER and any other agreement between the EXHIBITOR and the PROMOTER.
- (f) The PROMOTER may on default by the EXHIBITOR end this agreement upon notice in writing to the EXHIBITOR. The EXHIBITOR will pay the PROMOTER all reasonable legal and other costs in connection with the EXHIBITOR’S default.
- (g) The EXHIBITOR may not set off or counterclaim against any amount due to the PROMOTER under this agreement. Any counterclaim or set off must form the subject matter of a separate legal action or proceedings against the PROMOTER by the EXHIBITOR.

4. STAND

- (a) Subject to the General conditions, the PROMOTER hires to the EXHIBITOR the Stand and will allow the EXHIBITOR to exhibit upon the Stand at the Exhibition;
- (b) The PROMOTER may at any time decide which Stand to allocate the EXHIBITOR and may at any time before or during the Exhibition alter the layout or floor plans of the Exhibitions without notice or liability to the EXHIBITOR;
- (c) *The EXHIBITOR will have it’s Stand occupied, decorated and ready for display by no later than two [2] hours before the opening time on the opening day of the exhibition. If the EXHIBITOR fails to do so, the Promoter may levy an additional fee of \$50.00 per*

hour, or part thereof, from the EXHIBITOR until the Stand is occupied, decorated and ready for display. The PROMOTER may recover such amount from the EXHIBITOR as a liquidator debt payable upon demand

- (d) The EXHIBITOR may not extend beyond the Stand boundaries or above the shell scheme wall height without the approval of the PROMOTER;
- (e) The EXHIBITOR will have its Stand occupied, decorated and ready for display by no later than 2 hours before the opening time on the opening date of the EXHIBITION. If the EXHIBITOR fails to do so, the PROMOTER may levy a penalty of up to \$50.00 per hour on the EXHIBITOR until the Stand is occupied, decorated and ready for display. The PROMOTER may recover such amount from the EXHIBITOR as a liquidated debt payment on demand.
- (f) *The EXHIBITOR must at its own cost take out and maintain a comprehensive general insurance EXHIBITOR must take out public liability insurance in an amount not less than \$10,000,000. In each instance such insurance policies will note the PROMOTER as a co-insured."*
- (g) The EXHIBITOR must not paint, attach anything, alter or damage any walls, floors, pillars, columns or other parts of the buildings or structures at the Venue. The EXHIBITOR will be liable for any loss or damage caused by the EXHIBITOR to the Venue, including loss or damage to any walls, floors, pillars, columns or other parts of the buildings or structures at the Venue. The EXHIBITOR must at the end of the exhibition surrender the Stand in the same condition as at the start of occupation. Any loss or damage caused by the EXHIBITOR to the Venue or the Stand is to be made good by the EXHIBITOR.
- (h) The EXHIBITOR must comply with all federal, state, local or council laws that may govern the activities of the EXHIBITOR in connection with the participation in any Exhibition anywhere in Australia.

5. USE OF STAND AND CONDUCT OF EXHIBITOR

The EXHIBITOR will not without the written consent of the PROMOTER:-

- (a) exhibit any goods or services other than those stated on the booking contract or otherwise approved in writing by the PROMOTER;
- (b) conduct any demonstrations, shows, promotions or other activities on or outside the Stand other than those ordinarily undertaken by the EXHIBITOR in its ordinary course of business;
- (c) assign, sub-let, licence, share or part with possession of the Stand or in any other way deal with the Stand except as permitted by this Agreement;
- (d) dismantle the Stand or its exhibit before the closing time of the Exhibition;
- (e) distribute promotional material outside the Stand allocated to the EXHIBITOR;
- (f) interfere with the activities of other exhibitors in or obstruct access to other Stands at the Exhibition;
- (g) operate any equipment so as to create a nuisance or annoyance;
- (h) take photographs or videos at or of the Exhibitions other than the EXHIBITOR'S own Stand. The EXHIBITOR is to make sure that all personnel working for the EXHIBITOR in connection with the Stand conduct themselves in a professional way at all times during the Exhibition.

6. CLEANING

The EXHIBITOR is to keep the Stand and immediate surrounds clean and tidy at all times during the Exhibition. The EXHIBITOR is to remove from the Exhibition all material that is not part of the EXHIBITOR'S Stand and remove all debris as a result of the erection and dismantling of Stands and exhibits within the times advised by the PROMOTER.

7. FLOOR LOADS

The EXHIBITOR is to make sure that the weight of any goods or vehicles of or used by the EXHIBITOR does not exceed the maximum floor loads of the Exhibition or the Venue. The EXHIBITOR will be liable for injury, death, damage or accident to property or person resulting from failure knowingly or otherwise to distribute the load of any goods or vehicles in line with the maximum floor load specifications of the Exhibition or the Venue.

8. FIRE REGULATIONS

The EXHIBITOR must make sure that the Stand and their exhibits are erected and maintained by the EXHIBITOR in line with all fire and safety laws and applicable rules and regulations of or that applies to the Venue in which the Exhibition is held. The Stand is subject to inspection at any time by the fire departments or other authorities. The EXHIBITOR must make sure that all fuel driven vehicles and other machinery and equipment comply with all local fire regulations before the EXHIBITOR brings them onto the Venue or exhibits them as part of the Exhibition.

9. FOOD OR BEVERAGE PREPARATION AND DISTRIBUTION

- (a) The EXHIBITOR may not supply any food or beverage in connection with any Stand without the written consent of the PROMOTER. The EXHIBITOR must not charge for food or beverage that it is allowed to supply without the prior written consent of the PROMOTER.
- (b) The EXHIBITOR will be liable for any injuries, death, damages, actions, claims, debts, liabilities or expense (including reasonable legal costs) arising from or relating to the supply or consumption of any food or beverage supplied by or for the EXHIBITOR.

- (c) The EXHIBITOR indemnifies the PROMOTER from any and all injuries, death, damages, action, claims, debts, liabilities or expenses including reasonable legal costs from or in connection with the supply or consumption of any food or beverage supplied by or for the EXHIBITOR.
- (d) If the EXHIBITOR supplies any food or beverages, the EXHIBITOR must at its sole cost comply with applicable federal, state, local and other government laws.

10. RIGHTS OF PROMOTER

- (a) The PROMOTER may decide the build up, exhibit hours and breakdown hours for the Exhibition and when the Exhibition will be opened to the public and closed. If for any reason it is unlawful to open or keep open to the public the Exhibition, then the PROMOTER may close the Exhibition to the public on such days without any liability or compensation to the EXHIBITOR.
- (b) The EXHIBITOR consents to the PROMOTER taking any photographs or videos of the EXHIBITOR'S Stand, its personnel or all or any part of the Exhibition for any promotional or other use by the PROMOTER. The PROMOTER may do this without having to pay any money to the EXHIBITOR or anyone else.
- (c) The PROMOTER may, but does not have to provide security for the EXHIBITOR, or Exhibition. The PROMOTER does not accept any liability nor is any bailment created by the delivery at any time of goods to the PROMOTER or the Venue by the EXHIBITOR. The PROMOTER is not liable for the safety of any person or any loss or theft of the goods of the EXHIBITOR or anyone else during the Exhibition.
- (d) The PROMOTER or its authorised agents and representatives may at all times during the Exhibition enter or impact the Stand whether for safety or other reasons.
- (e) If a free stand or kiosk is supplied to an EXHIBITOR (either as a prize or contra offer), the PROMOTER will place the EXHIBITOR in any location the PROMOTER chooses. The stand or kiosk size supplied shall be equal to or more than the prized quoted. The PROMOTER will advise the EXHIBITOR the stand or kiosk location no less than 7 days prior to the expo.

11. INSURANCE

The EXHIBITOR must at its own cost take out and maintain adequate comprehensive general insurance and public liability in connection with the Stand and the activities of the EXHIBITOR. *Copies of such policies and confirmation of payment are to be provided to the PROMOTER no later than the final date of payment for the stand*

12. EXHIBITOR'S LIABILITY

- (a) The EXHIBITOR must not do anything which may void any of the insurances or increase the premiums payable for any of the insurances of the PROMOTER or the owners or occupiers of the Venue. The EXHIBITOR must not keep on the Stand or bring into the Venue any dangerous goods or substances.
- (b) The EXHIBITOR indemnifies the PROMOTER for and in connection with any damage, loss, liability of any nature however caused in connection with any act or omission by the EXHIBITOR, its employees, agents, invitees or visitors at or in connection with their conduct. This indemnity applies whether or not such damage, loss or liability arises before, during or after the Exhibition.
- (c) The EXHIBITOR will be liable for all loss, damage or liability caused by the EXHIBITOR, its employees, agents, invitees or visitors to the Venue, the Stand and any property of the PROMOTER, other exhibitors, the public or anyone else at or attending the Exhibition.
- (d) The EXHIBITOR indemnifies the PROMOTER from any claim, loss or liability made against or incurred by the PROMOTER due to a breach by the EXHIBITOR, its employees, agents, invitees or visitors of these General Conditions or any conditions relating to the use of the Venue.

13. PROMOTER'S LIABILITY

- (a) The PROMOTER will not be liable for any loss or damage (including consequential loss) whether arising out of injury, accident or other cause which may at any time be incurred by the EXHIBITOR, its employees, agents, invitees or visitors or in connection with:-
 - (i) any theft, power cuts, leaks, defects or breaking of any water pipes, conduit or apparatus in the Stand or the Venue;
 - (ii) any defects, problems or failure with any lighting, air conditioning or ventilation at the Venue;
 - (iii) any defect or failure in the supply of goods or services by the PROMOTER;
 - (iv) any other cause including from fire, floods, lighting, crowds, riot, industrial action, storm or other cause.
- (b) The PROMOTER will not be liable for an loss or damage (including consequential loss) which may at any time be suffered by the EXHIBITOR, its employees, agents, customers, clients, invitees or visitors or to any of their property in connection with:-
 - (i) any act, omission, negligence, breach of duty (statutory or otherwise) or default caused by the PROMOTER, its employees or agents;
 - (ii) the closure of all or part of the Exhibition;
 - (iii) visitor numbers not reaching expectations of the PROMOTER or EXHIBITOR;
 - (iv) the allocation or positioning of the Stand or the alternation of the layout or floor plans of the Exhibition
- (c) The PROMOTER makes no representations or warranties in connection with the Exhibition or the visitor numbers to the Exhibition other than those expressly contained in this agreement.

- (d) To the full extent permitted by law, the liability of the PROMOTER, its officers and employees for breach of express or implied terms of this agreement and other dealings between the PROMOTER and the EXHIBITOR will be limited at the option of the PROMOTER to one or more of the following:-
- (i) if the breach relates to goods supplied by the PROMOTER:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of such goods;
 - the payments of the cost of replacing the goods or of acquiring equivalent goods; or
 - (ii) if the breach relates to services supplied by the PROMOTER:
 - the supplied of the services again; or
 - the payment of the cost of having the services supplied again; or
 - the fees received for the services supplied.

14. REGULATIONS

- (a) The EXHIBITOR will comply with any applicable regulations that relate to the erection, decoration, use and dismantling of the Stands or that relate to the use the Venue. The applicable regulations form part of this agreement. The applicable regulations may be displayed at the Venue or are available from the PROMOTER at any time upon request by the EXHIBITOR.
- (b) For the proper and efficient conduct of the Exhibition the PROMOTER may add to or change the applicable regulations. The additions or changes in any regulations notified to the EXHIBITOR will form part of this agreement and be binding on the EXHIBITOR from the time of confirmation.

15. EFFECT OF BREACHES

- (a) If the EXHIBITOR breaches any terms or conditions of this agreement the PROMOTER may end this agreement by notice to the EXHIBITOR.
- (b) If the PROMOTER ends this agreement:-
- (i) the EXHIBITION must pay all amounts owing to the PROMOTER under this agreement;
 - (ii) the EXHIBITOR must pay all damages suffered by the PROMOTER due to or arising out of any breach and/or the termination of the agreement;
 - (iii) the PROMOTER may barricade or dismantle the Stand or prevent the EXHIBITOR having access to the Stand;
 - (iv) the PROMOTER may retake possession of the Stand and escort the EXHIBITOR and its representatives from the Venue for any time before, during or after the Exhibition.

16. AUTHORITY AND SURETYSHIPS

- (a) No representation, warranty or undertaking given by any direct employee or agent of the PROMOTER will be binding on the PROMOTER unless in writing or expressly included in this agreement.
- (b) If the EXHIBITOR is a partnership, company or other person that the party signing the booking contract or any part of this agreement for the EXHIBITOR:-
- (i) warrants its authority to legally bind the EXHIBITOR under this agreement;
 - (ii) agrees to be bound as surety and co-principal debtor with the EXHIBITOR in favour of the PROMOTER for the due and punctual payment of all money and performance of all obligations of the EXHIBITOR to the PROMOTER under this agreement.

17. CANCELLATION OR POSTPONEMENT OF EVENT BY PROMOTER

- (a) The PROMOTER may at any time cancel any booking by the EXHIBITOR or all or part of the Exhibition for any reason. Upon such cancellation the PROMOTER will refund to the EXHIBITOR any deposit or other money paid by the EXHIBITOR under this agreement, but without any other liability to the EXHIBITOR because of the cancellation *providing always that if the EXHIBITOR is in default of this Agreement the PROMOTER is not obligated to make such payment.*
- (b) *If the PROMOTER postpones the Exhibition for any reason to a later date, the PROMOTER is not required to refund any monies paid by the EXHIBITOR as outlined in condition 17(a).*
- (c) If the PROMOTER cancels the Exhibition within 21 days before the due date for the Exhibition due to an act of God or event beyond the control of the PROMOTER, the PROMOTER will refund the EXHIBITOR 50% of the amount paid by the EXHIBITOR to the PROMOTER under this agreement.
- (d) If during the Exhibition the PROMOTER is required to close the Exhibition due to an act of God or event beyond the control of the PROMOTER, the PROMOTER may by verbal or written notice to the EXHIBITOR cancel the Exhibition. If so, the PROMOTER does not have to refund the EXHIBITOR any amount paid by the EXHIBITOR to the PROMOTER under this agreement.

18. CANCELLATION BY EXHIBITOR

- (a) The EXHIBITOR may not cancel the booking contract after the PROMOTER has accepted the EXHIBITOR'S booking for the Stand. If the EXHIBITOR cancels the booking contract with the PROMOTER, the EXHIBITOR will lose the deposit and the PROMOTER may keep the deposit and any other money paid to the PROMOTER by the EXHIBITOR under this agreement.

- (b) If at any time the EXHIBITOR cancels the booking contract with the PROMOTER, the total amounts due under this agreement will become *immediately* due and payable by the EXHIBITOR.
- (c) If the EXHIBITOR cancels the booking contract with the PROMOTER, the PROMOTER may, but does not have to, re-hire the Stand to anyone else. If following cancellation by the EXHIBITOR of the booking contract the PROMOTER re-hires the Stand to someone else, the PROMOTER need not account to the EXHIBITOR for any deposit or money paid by the EXHIBITOR under this agreement. All notices of cancellation of the booking contract by the EXHIBITOR must be in writing to the PROMOTER. The PROMOTER will not accept verbal notices of cancellation.
- (d) Monies paid for one exhibition by the EXHIBITOR cannot be transferred to another exhibition.

19. SPONSORS

- (a) The PROMOTER may enter into any agreement for the benefit of the PROMOTER with any SPONSORS in connection with the Exhibition. The PROMOTER does not have to disclose, discuss or negotiate terms of its sponsorship arrangements with any EXHIBITOR or anyone else.
- (b) The EXHIBITOR agrees that there is no contractual or other relationship existing between the EXHIBITOR and any SPONSOR in connection with this agreement.
- (c) The EXHIBITOR waives all rights it may have against any SPONSOR arising out of this agreement or at common law.
- (d) The PROMOTER may amend, cancel, revise or change any SPONSOR or its arrangements with any SPONSOR at any time without reference to or liability to the EXHIBITOR or anyone else.

20. ADMISSION

The PROMOTER may charge an admission fee to visitors to the Exhibition. The PROMOTER may waive, increase, decrease or otherwise vary the admission charge without reference to or liability to the EXHIBITOR or anyone else. The PROMOTER may refuse admission to the Exhibition to any one.

21. ASSIGNMENT

The PROMOTER may assign and or subcontract any of its rights and obligations under the agreement without notice to the Exhibitor.

22. GOODS AND SERVICE TAX (GST)

Unless stated otherwise in the booking contract, the amounts payable to the PROMOTER by the EXHIBITOR under this agreement are GST exclusive. The PROMOTER may recover from the EXHIBITOR as an additional amount the GST payable in connection with any payments payable by the EXHIBITOR for any taxable supply of goods or services by the PROMOTER to the EXHIBITOR under or in connection with this agreement. The PROMOTER will if asked by the EXHIBITOR give the EXHIBITOR upon payment a tax invoice in relation to the supply of goods or services by the PROMOTER to the EXHIBITOR.

23. GENERAL

- (a) The EXHIBITOR waives and abandons any right to claim specific performance of any term of this agreement.
- (b) Time is of the essence in all respects under this agreement and the PROMOTER may give the EXHIBITOR written or verbal notice to remedy any breaches within a time stated by the PROMOTER.
- (c) Every provision in this agreement will be severable and separately enforceable by the PROMOTER. If any provision in this agreement is found to be unenforceable for any reason, such provision will be severed from this agreement and will not affect any other provision of this agreement.
- (d) The PROMOTER'S rights under this agreement may be exercised in the sole or absolute discretion of the PROMOTER. If the consent or approval of the PROMOTER is required under this agreement, then the PROMOTER may consent or approve conditionally or unconditionally as the PROMOTER may decide. If the PROMOTER has given its consent to anything under this agreement, the PROMOTER may withdraw any consent given by the PROMOTER to the EXHIBITOR.
- (e) No variation to the terms and conditions of this agreement will be binding upon the parties unless reduced to writing and signed by the parties.
- (f) No relaxation or indulgence of the terms of this agreement by any party will in any way prejudice the parties *rights* under this agreement.

24. ENFORCEMENT COSTS

If any legal actions or other legal proceedings is brought to enforce this Agreement, the PROMOTER may recover it's legal cost on a solicitor and own client basis together with and other costs incurred by the PROMOTER in any action or proceedings."

25. PROPER LAW

This agreement is made in Brisbane and subject to the laws of Queensland. The parties submit to the jurisdiction of the courts of Queensland in Brisbane.