

Terms and Conditions - Exhibitors

1. TERMS

These terms and conditions constitute an agreement between the Hire and Rental Industry Association Ltd ACN 093 630 847 (**Organiser**) and the person or company agreeing to exhibit (**Exhibitor**) at the Exhibition. The Exhibitor agrees to abide by these terms and conditions when submitting an Exhibitor booking form to be an Exhibitor at the Exhibition. The online Exhibitor Booking Form and these terms and conditions together form the agreement between the parties. The Organiser reserves the right to amend these terms and conditions from time to time depending on the circumstances that may arise and the Exhibitor agrees to be bound by these terms and conditions (as amended) until their participation in the Exhibition has been completed.

2. DEFINITIONS

Allocated Space has the meaning given in clause 5(a).

Booking has the meaning given in clause 4.

Business Day means a day other than a Saturday, Sunday or public holiday in the state of New South Wales, Australia.

Exhibitor means any member company firm or person who has applied for and been allocated a space at the Exhibition.

Exhibitor Booking Form means the official online exhibitor booking form containing the specific details of the Exhibitors booking that is required to be completed and submitted to confirm the booking.

Exhibition means the exhibition for which the Exhibitor makes an application for Allocated Space and is to be read as including 'Convention or Conference'

Exhibitor Handbook means the electronic document titled 'Exhibitor Handbook' or similar, made available to the Exhibitor online.

Exhibition Manager means TARGETED PROGRAM MANAGEMENT PTY LTD (ACN 151 384 002).

Exhibitor Booking Portal means the online portal in connection with the Exhibition made available to the Exhibitor during the booking process as outlined in clause 4.

Expression of Interest means an informal enquiry by a potential Exhibitor. It does not confirm a Booking.

Fees has the meaning given in clause 4(f).

Force Majeure Event means any event or circumstance beyond the reasonable control of a party, including but not in any way limited to an act of God, pandemic, strikes, lock-outs or other industrial disturbance, war, riots, acts of terrorism or hostilities, embargoes, civil commotion, national emergencies (whether in fact or law), lightning, storm, flood, fire, earthquake, other physical or natural disasters or accidents.

Insolvency Event means the happening of any one of the following events:

- (a) an application is made to a court for an order that a party be wound up or a liquidator, provisional liquidator, receiver or other administrator be appointed in respect of the party or a party enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors;
- (b) a party is, or states that it is, unable to pay its debts when they fall due; or
- (c) any secured creditor of a party enforces its security.

Member means a person whose application with the Hire and Rental Industry Association Limited has been accepted, and in respect of which all membership fees have been paid and are up to date.

Organiser means 'Hire and Rental Industry Association Limited'.

3. EXHIBITION DATES

The Organiser reserves the right at all times to postpone or reschedule the stated dates of the Exhibition to a date which is, in the opinion of the Exhibitor, most applicable for such an Exhibition, and without any liability to the Organiser for any losses, damages or expenses which the Exhibitor may incur as a result.

4. APPLICATION FOR ALLOCATION OF SPACE AND PARTICPATION

- (a) To apply to be an Exhibitor at the Exhibition, the Exhibitor must complete the Booking Form online via the website [www. https://www.hriaconvention.com.au](https://www.hriaconvention.com.au) or via contact with the Organiser.
- (b) In completing this booking form the Exhibitor will be provided details of inclusions proposed to be allocated to the Exhibitor as a part of the booking and the Organiser's terms and conditions which must be accepted. If there are agreed variations to the pricing on the Exhibitor Booking Form, the Exhibitor will be notified in writing.
- (c) Participation in the Exhibition by the Exhibitor is subject to:
 - I. the acceptance of the Exhibitor by the Organiser in its sole and absolute discretion; and
 - II. the Exhibitor completing the registration process set out above. Acceptance will be expressly confirmed in writing by the Organiser upon receipt of the completed Exhibitor Booking form from the Exhibitor (**Booking**).
 - III. The acceptance by the Exhibitor of the Terms and Conditions current at the time of Booking.
 - IV. On confirmation of the Booking, the Exhibitor is considered as confirmed for the Exhibition. The Organiser will issue an invoice to the Exhibitor for the Booking (**Fees**). If the Exhibitor fails to make full payment of the Fees in accordance with the date(s) specified on the invoice, the Organiser reserves the right to make the Allocated Space available to other exhibitors and the Organiser may terminate this Agreement in accordance with clause 15. The Exhibitor must not occupy the Allocated Space until all fees owing to the Organiser have been paid in full.

5. SPACE ALLOCATION

- (a) Following acceptance of the Booking, the Organiser will issue the Exhibitor an allocated area (**Allocated Space**) to set up its stand at the Exhibition. The location of the Allocated Space will be at the Organiser's sole discretion.
- (b) At the discretion of the Organiser, an Allocated Space may be temporarily held by the Organiser on behalf of the Exhibitor pending receipt by the Organiser of the Exhibitor Booking Form from the Exhibitor. If the Exhibitor fails to complete the Booking process (**Booking**) in accordance with clause 4, the Organiser reserves the right to make the Allocated Space available to other Exhibitors.
- (c) The Organiser reserves the right to relocate any Exhibitor if, in the Organiser's absolute discretion, it considers it necessary in the best interests of the Exhibition and, subject to clause 5(d), the Exhibitor agrees to accept such new allocated area (**Allocated Space**) in substitution of the originally allocated area.
- (d) If the Exhibitor notifies the Organiser in writing, within 3 Business Days (**Notification**) of being allocated the Substitute Allocated Space, that the Exhibitor does not wish to occupy the Substitute Allocated Space (acting reasonably), the Exhibitor may withdraw from the Exhibition and will be entitled to a full refund of all Fees paid to the Organiser, less any costs reasonably incurred by the Organiser in connection with the Booking, the allocation of the Allocated Space and Substitute Allocated Space up to the date of the Notification.

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- (e) Any Allocated Space not occupied will be considered a no-show and the Allocated Space will be forfeited by the Exhibitor. The forfeited space may be resold or reallocated by the Organiser without any obligation or liability on the part of the Organiser to refund any monies to the Exhibitor.

6. ALLOCATED SPACE AND DISPLAY ARRANGEMENTS

- (a) The Exhibitor agrees to have their Allocated Space fully staffed at all times while the Exhibition is open to the public. Exhibitors must ensure that all staff working on their Allocated Space display appropriate exhibitor passes at all times.
- (b) The Exhibitor must not, prior to closing of the Exhibition, pack or remove articles on display without the prior written approval of the Organiser.
- (c) The Exhibitor must confine its activities to its Allocated Space.
- (d) The Exhibitor is only permitted to exhibit its own products or services at the Exhibition. The Exhibitor is not permitted to distribute promotional material or promote its organisation anywhere other than from its Allocated Space.
- (e) Exhibits must not interfere with the presentation of other exhibits or impede access to them or impede the free use of venue aisles.
- (f) The Exhibitor must remove all exhibit and display items from its Allocated Space after the closing of the Exhibition on the date and time specified by the Organiser. The Exhibitor will be liable for all storage and handling charges incurred by the Organiser resulting from the Exhibitor's failure to remove all such items from the Allocated Space.
- (g) The Exhibitor must not remove or move any vehicles or equipment on display during the Exhibition without the prior written consent of the Organiser.
- (h) All costs and expenses in connection with the transport to and from, or installation of, heavy equipment at the Exhibition venue are the responsibility of the Exhibitor.
- (i) Indoor and outdoor exhibits are for the display of static items only. Moving demonstrations are expressly prohibited, without the prior written consent of the Organiser. Any breach of this clause may result in appropriate action being taken, not limited to all monies paid to the Organiser being forfeited and that the Exhibitor shall have no right to occupy the Allocated Space.
- (j) Products on display at HIRE25 should be compliant for sale into the Australian market at the time of the Convention and where applicable comply with the requirements of Australian Standards and be design registered.
 - I. Any exhibit that does not meet these requirements must be clearly labelled to that effect.
E.g. Display model only - design registration pending.

7. PROVISIONS PERTAINING TO THE EXHIBITION

- (a) During the Exhibition, all property, display materials and vehicles under the control and custody of the Exhibitor are understood to remain under the control and custody of the Exhibitor and therefore be the total responsibility of the Exhibitor in relation to insurance protection and coverage including in transit to, within the confines of the Exhibition boundaries and in transit to and from the confines of the Exhibition venue and its boundaries and for the total duration of the Exhibition from the commencement of the set up through until the Allocated Space is vacated.
- (b) The Organiser does not guarantee the number of Exhibition visitors or the level of commercial activity at the Exhibition or for any other activity.

8. USE OF EXHIBITION VENUE

- (a) All electrical installations must be carried out by a contractor appointed by the Organiser or the Exhibition venue owner. Any non-standard electrical installations must be approved in advance by the

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Organiser. The Exhibitor agrees to indemnify the Organiser against any additional costs incurred by the Organiser.

- (b) The Exhibitor must not cause damage to any part of the Exhibition venue including the ground/bitumen, floor, walls (whether internal or external), common access, egress or other areas, fixtures, fittings or any other part of the Exhibition venue.
- (c) All display areas must be temporary. No nails, screws, bolts or other fixtures may be driven into any part of the venue, including floors.
- (d) No structures shall be erected outdoors without the permission of the Organiser.
- (e) The Exhibitor warrants that all items or equipment (whether electrical or electronic) brought into the Exhibition venue are safe, compliant with all relevant standards and approvals, and will function without loss or damage to persons or property.
- (f) Bump in and bump out details can be found in the Exhibitor Handbook.

9. REMOVAL OF EXHIBITS

- (a) The Exhibitor must remove all of its materials and items from the Exhibition venue on completion of the Exhibition.
- (b) The Allocated Space must be surrendered on completion of the Exhibition in its original condition.
- (c) Any damage to the Allocated Space or stand must be rectified by the Exhibitor to the satisfaction of the Organiser.
- (d) The Exhibitor indemnifies the Organiser against all costs, damages, fees and expenses incurred by the Organiser in connection with a failure by the Exhibitor to remove all rubbish, materials and items and return the Allocated Space to its original condition.

10. USE OF MARKS

- (a) Subject to clause 10(b), the Exhibitor may use the Exhibition Marks to promote its sponsorship of the Exhibition on its website, social media, print media and other agreed forms with the Organiser's prior consent.
- (b) The Exhibitor must submit to the Organiser for its prior written approval, pre-production samples of any advertising, promotional or other material or press release which associates the Exhibitor with the Exhibition, or which incorporates the Exhibition Marks, before their distribution, production or sale.
- (c) All materials promoted, published, distributed or sold and which are associated with the Exhibition or which incorporates the Exhibition Marks must comply in all respects with the samples provided to the Organiser and approved in accordance with clause 10(b) and to immediately withdraw them, at the Exhibitor's cost, from circulation at the request of the Organiser if they do not.

11. CANCELLATIONS

- (a) Where permitted, an Exhibitor may cancel all or part of their Booking. All notifications of cancellation must be notified to the Organiser in writing and emailed to hire25@hria.com.au.
- (b) The Organiser will refund payment of the Fee in accordance with the below:
 - (i) Cancellation received more than 120 days prior to the commencement of the Exhibition: 75% refund of Fees.
 - (ii) Cancellation received more than 30 days but less than 120 days prior to the commencement of the Exhibition: 50% refund of Fee;
 - (iii) Cancellation received less than 30 days prior to the commencement of the Exhibition: no refund.
- (c) Non-refundable fees, in accordance with the conditions of payment on the booking form, will be withheld to cover administrative costs incurred by the Organiser.

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12. TRANSFER, SUBLETTING OF SPACE

- (a) The Exhibitor must not assign, sublet or share the whole or any part of its Allocated Space with another person or organisation without the prior written consent of the Organiser.
- (b) In the event there is more than one Exhibitor occupying the Allocated Space, their liability under this agreement shall be joint and several.

13. LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by law, the Organiser excludes all indirect or consequential liability and all liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred (whether or not arising from negligence) by the Exhibitor in connection with the Exhibition.
- (b) Any liability incurred by the Organiser and the Exhibitor's sole remedy in connection with the Exhibition will be limited, at the Organiser's election, to the replacement of any goods or services or the repair of any goods, save that nothing in this agreement limits, excludes or modifies or purports to do so, the guarantees as provided under the *Competition and Consumer Act 2010* (Cth).

14. USE OF THIRD PARTY CONTRACTORS

- (a) The Exhibitor must ensure that any third party contractors engaged by the Exhibitor to erect a custom stand or alter a standard stand at the Exhibition venue (subject to the prior written consent of the Organiser first being obtained):
 - (i) complies with all directions and requirements of the Organiser at all times;
 - (ii) upon demand, provides the Organiser with evidence of sufficient public liability insurance and occupational health and safety documentation;
 - (iii) complies with the specific terms and conditions relating to custom stands (if any) provided by the Organiser to the Exhibitor on application for a custom stand;
 - (iv) commences erecting the stand at the time allocated by the Organiser.
- (b) Without limitation, the Exhibitor indemnifies the Organiser for any loss or damage the Organiser suffers due to the acts or omissions of any third party or contractor engaged by the Exhibitor at the Exhibition venue for any purpose during the Exhibition.

15. TERMINATION

- (a) The Organiser may terminate this agreement immediately on the provision of written notice to the Exhibitor if:
 - (i) the Exhibitor commits a material breach of any of its obligations under this agreement which cannot be remedied;
 - (ii) the Exhibitor commits a material breach of any of its obligations under this agreement and fails to remedy such breach within 14 days' of receiving writing notice from the Organiser requiring it to do so;
 - (iii) the Exhibitor suffers an Insolvency Event;
 - (iv) the Organiser is prevented by any law, regulation or requirement of any government or governmental authority from complying with its obligations under this agreement (whether in part or in full).
- (b) The Exhibitor acknowledges and agrees that a series of minor breaches may constitute a material breach.
- (c) If this agreement is terminated by the Organiser under this clause, the Exhibitor agrees to forfeit all Fees and other amounts paid to the Organiser as at the date of the termination.

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16. UNDESIRABLE ACTIVITIES

The Organiser reserves the right to refuse admission or eject the Exhibitor or its representatives from the Exhibition due to (but not limited to):

- (a) failure by the Exhibitor to comply with these terms and conditions; or
- (b) the Exhibitor representing a security risk, nuisance or in any way interfering with the operation or integrity of the Exhibition,

in each case without liability on the part of the Organiser to refund any monies to the Exhibitor.

17. EXHIBITOR SPONSORED FUNCTIONS

Exhibitors may not schedule functions such as training, field trips, tours, meetings, receptions, etc., to which attendees are invited during HIRE25 hours nor during any official function (i.e. Welcome Drinks and the Hire Industry Excellence Awards and Gala Dinner) of HIRE25.

18. FORCE MAJEURE AND CANCELLATION OF EXHIBITION

- (a) The Organiser is not liable for detrimental weather and outdoor Exhibitors exhibit in this area at their own risk.
- (b) The Organiser is not liable to the Exhibitor for any delay or failure to perform its obligations under this agreement, if such delay or failure is due to a 'Force Majeure Event'.
- (c) On occurrence of a Force Majeure Event, the Organiser may, in its sole and absolute discretion, cancel the Exhibition.
- (d) The Organiser may cancel the Exhibition if the Organiser is prevented by any law, regulation or requirement of any government or governmental authority from complying with its obligations under this Agreement (whether in part or in full).
- (e) In the event of cancellation of the Exhibition for any reason (including, without limitation, cancellation under clause 17(c) or by reason of a Force Majeure Event) the Organiser will notify the Exhibitor of the cancellation as soon as reasonably practicable. The Exhibitor agrees that:
 - (i) the Organiser will not be in breach of this agreement by virtue of that cancellation;
 - (ii) (without prejudice to their rights and liabilities arising before the cancellation), the parties will be, in respect of the period following the Organiser's notice to the Exhibitor, relieved of their rights and obligations under this agreement in respect of the Exhibition; and
 - (iii) the Exhibitor will not be entitled to receive any refund of any part of the Fees paid.

19. INDEMNITY AND INSURANCE

- (a) Exhibitors are responsible to insure for loss, damage or theft of all products brought to the exhibition, including transportation to and from the event. Exhibitors must affect and maintain for the duration of the Exhibition (including bump-in and bump-out periods) public liability insurance with a reputable insurer and on terms and conditions acceptable to the Organiser. A copy of this insurance certificate must be supplied via the online Exhibitor Handbook or emailed to the Exhibition Manager.
- (b) The Exhibitor indemnifies and releases the Organiser, its employees, agents, contractors and sub-contractors from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by the Organiser, its employees, agents, contractors and sub-contractors arising out of or in connection with (but not limited to):
 - (i) any breach of these terms and conditions by the Exhibitor;
 - (ii) the Exhibitor's use of the Allocated Space and attendance at the Exhibition;
 - (iii) any injury or damage to persons or property due to any act or omission of the Exhibitor;
 - (iv) any damage to the Exhibition venue or any goods or other property located at the Exhibition venue.

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- (c) The Exhibitor must affect public liability insurance of at least \$10,000,000 in regard to the Allocated Space covering loss from public risk, fire and theft with the Organiser's interest under this agreement noted on the policy of insurance.
- (d) The Exhibitor must, prior to the commencement of the Exhibition, provide the Exhibition Manager with a certificate of currency evidencing the insurance referred to in the preceding clause.

20. MISCELLANEOUS

- (a) These terms and conditions and the online Exhibitor Booking Form together contains the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all prior agreements and undertakings between the parties in connection with it.
- (b) In the event any provision of this agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this agreement.
- (c) This agreement will be construed in accordance with and governed by the laws of the State of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that state and waives any objection that it may have that proceedings have been brought in an inconvenient forum.
- (d) The Exhibitor must not assign any of its rights under this agreement without the prior written consent of the Organiser, which consent may be withheld by the Organiser in its absolute discretion.
- (e) The Exhibitor must comply with:
 - (i) all statutory regulations and legal requirements;
 - (ii) any rules provided by the owner of the Exhibition venue;
 - (iii) any reasonable directions of the Organiser and the owner of the Exhibition venue in relation to the Exhibition.