

## OZTEK2017 EXHIBITOR TERMS & CONDITIONS

### 1. Terms of Reference

In these terms and conditions for Participation the term 'Exhibitor' shall include all employees, servants and agents of any individual company, partnership, firm or organisation who have applied for space for the purpose of exhibiting.

- a) The term 'Exhibition' shall mean: The exhibition listed on the application form.
- b) The term 'Organisers' shall be: OZTEK – Australian Diving Technologies Conference, 62/349 Ocean Drive, West Haven, NSW 2443
- c) The term 'Venue' shall be: Australian Technology Park, Henderson Rd, Sydney South, NSW 1430, Australia.

### 2. Application for Participation

If the Exhibitor fails to comply in any substantial respect with the terms of this agreement, the Organisers shall have the right to sell the space, the Exhibitor, however, to be liable for any loss suffered by the Organisers thereby; and all monies paid by the Exhibitor hereunder shall be absolutely forfeited to the Organisers.

In the event of the Exhibitor failing to occupy the said space by the advertised opening time of the exhibition, the Organisers is authorised to occupy or cause the said space to be occupied in such manner as it may deem best for the interest of the exhibition without refund to the said Exhibitor and without releasing the Exhibitor from any liability hereunder.

**3. Exhibitors** have ten (10) days in which to make their payments as they fall due. After this time, and only when monies have not been paid, the stand will be available for sale to another firm. All deposits paid to this stage will automatically be forfeited and no refund will be made and no Exhibitor shall occupy his stand space in the exhibition until all monies owing to the Organisers by the Exhibitor are paid in full.

**4. The Organisers** reserve the right to re-draw the floor plan to the benefit of the exhibition, as they see fit.

**5. The Organisers** reserve the right to decline any application to participate in the exhibition and no application will be considered unless made on the correct Application Booking form. This form is to be completed fully and without alteration and stands are let on these conditions.

**6. No stand** will be held as let until the Application Booking form is signed and returned to the Organisers with the appropriate deposit. In the event of the show being cancelled the Organisers will return all deposits but will not be responsible for the cost of any work carried out by the Exhibitors or their contractors.

**7. Exhibitors** shall comply with the terms and conditions of the exhibition stipulated by the Organisers in The Exhibitors manual, The Health Department and the Metropolitan Fire Brigade and with all relevant State and Commonwealth Acts.

**8. Every Exhibitor** hereby accepts liability for all acts or omissions of himself, his servants, contractors, agents and visitors and undertakes to indemnify the Organisers. To keep them indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs, and expenses whatsoever, which may be taken or made against the Organisers or

incurred or become payable by them arising therefrom or in respect thereof including any claims arising out of the supply by the Exhibitor of samples of any kind whatsoever whether such samples be sold or given away free and including any legal costs and expenses and any compensation costs and disbursements paid by the Organisers on the advice of counsel to compromise or settle any such claims. Notwithstanding the indemnity hereby given, the Exhibitor undertakes to arrange appropriate third party liability insurance.

**9. Neither** the Organisers nor the venue owners will be responsible for the safety of any exhibit or property or any consequential loss of any Exhibitor, or any other person, for the loss or damage of, or destruction to same, by theft or fire or any other cause whatsoever sustained by the Exhibitor by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lock-outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organisers or for any loss or damage occasioned, if by reason of happenings of any such event the opening of the exhibition is prevented or postponed or delayed or abandoned or the building becomes wholly or partially unavailable for the holding of the exhibition. The Exhibitor agrees and undertakes to insure in their full replacement value the contents of his stand and all associated equipment and materials.

**10. The Organisers** will take all precautions they consider necessary for the protection and security of exhibited articles but cannot be responsible for the safety, loss or damage of any exhibit or other property or any other person under any circumstances whatsoever.

**11. If**, due to any unforeseen circumstances, it is found necessary to close the exhibition on any day or days or to vary the hours the exhibition is open the Organisers reserve the right to do so at their sole discretion.

**12. The Organisers** may, from time to time, add to or vary the foregoing Terms and Conditions and do anything at their sole discretion that they deem desirable for the proper conduct of the exhibition, provided that such amendments or additions do not operate to diminish the rights reserved to the Exhibitor under this agreement and shall not operate to increase the liabilities of the Organisers.

**13. The Organisers** reserve the right to stop any activity on the part of any Exhibitor that may cause annoyance to other Exhibitors or visitors. Business must be conducted only from the Exhibitor's own stand and under no circumstances may this be carried out from an aisleway or elsewhere in the Exhibition. Any such encroachment shall be deemed to be a breach of this contract.

**14. No Exhibitor** shall display on his stand any advertisement for goods manufactured and/or sold, or services provided by a non-Exhibitor unless written permission has been obtained from the Organisers. No stand may be sub-let in any manner without prior consent of the Organisers.

**15. Exhibitors** must provide competent personnel to man their stand throughout the entire period of the Exhibition's opening hours.

**16. Exhibits** are admitted to the Exhibition, and shall remain there, solely on strict compliance with these Terms and Conditions. The Organisers reserve the right to prohibit in whole or in part and reject any Exhibitor or his representative in the case of failure to comply with the Terms and Conditions. There shall be no return of payment if such rejection or prohibition is deemed necessary by the Organisers.

**17. Exhibits** must not be removed and displays must not be dismantled, either partially or totally, before the closing time on the last day of the Exhibition. Thereafter all exhibits and display material must be removed as soon as possible and by the time indicated.

**18. Retailing of Product** - The retailing of Exhibitor products & services will comply with the 'Exhibition Sale of Goods – Terms & Conditions' as advised by the organisers including a requirement that a receipt will be issued for all goods sold and said receipt will be required to be shown to the Organisers or their representatives before removal of goods from the Exhibition.

**19. Cancellation of Space** - In exceptional circumstances the Organisers will be prepared to consider cancellation of their contract with Exhibitors, but only if the following conditions are complied with:

- a) That the request for cancellation is submitted in writing by registered post;
- b) That the request is received at least two months prior to the opening of the exhibition;
- c) That the Organisers are able to re-let the cancelled space in its entirety;
- d) That the reason given for the request of the cancellation is, in the opinion of the Organisers, well founded.
- e) The Exhibitor agrees the Organisers shall retain 50 per cent of the contract price if the cancellation is accepted more than two months before the Exhibition, 75 per cent of the contract price if the cancellation is accepted after that time and 100 per cent of the contract price if the cancellation is accepted within one month of the opening of the Exhibition.



## CONTACT

Sue Crowe

Convenor

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+61 498 964 963

**Note:** Stand application form below

## OZTek2017 Stand Application/Booking Form

**(Stand reservations will only be confirmed on receipt of deposit.)**

Requested:	1 <sup>st</sup> Choice	2 <sup>nd</sup> Choice	3 <sup>rd</sup> Choice
Booth/s	Stand #: _____	Stand #: _____	Stand #: _____
	Price*: \$ _____	Price*: \$ _____	Price*: \$ _____

(\* All rates are in AUD\$ and are exclusive of G.S.T.)

The Products/Services/Facilities to be exhibited are: \_\_\_\_\_

Registered Company Name, (for Billing): \_\_\_\_\_

Exhibitor Listing Name, (if different to above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Job Title: \_\_\_\_\_

I/We hereby agree to be bound by the Terms and Conditions applicable to all Exhibitors at OZTek2015, and I/We further agree to comply with all reasonable directions and contractual requirements arising from this booking/acceptance form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

**Please return completed form together with full, or appropriate, instalment payment. Cheques should be made payable to: OZTek. Please include card details if paying by credit card, or indicate if Direct Credit/ Electronic Funds Transfer is preferred? (Bank details will be provided with invoice.)**

**(Credit Card Payments attract a fixed merchant service fee: For Visa/MasterCard; Add 2%)**

EFT/Direct Credit: \_\_\_\_\_ Visa: \_\_\_\_\_ M/Card: \_\_\_\_\_ Cheque: \_\_\_\_\_

Card No: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ Card ID: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

### For Office Use Only

Stand #'s: _____	Size: _____	Total: \$ _____
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30% Deposit	30% 2 <sup>nd</sup> Instalment	40% Balance
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Due: With Booking	Due: 15/07/2016	Due: 15/12/2016
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Receipt #:	Receipt #:	Receipt #:
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Total: \$ _____	Total: \$ _____	Total: \$ _____
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G.S.T.: \$ \_\_\_\_\_

Completed form may be e-mailed to: [info@diveoztek.com.au](mailto:info@diveoztek.com.au)

E: INFO@DIVEOZTEK.COM.AU W: WWW.OZTEK.COM.AU M: +61 498 964 963