

# TERMS AND CONDITIONS

## DEFINITIONS

In the interpretation of these Terms and Conditions, unless the contrary intention appears:

"DGFC" means the Darwin Game Fishing Club Inc and any persons appointed to act on their behalf.

"Venue" means the Marrara Stadium (MIS) and surrounds.

"Venue Management" means the management of the venue (MIS).

"Event Management" means the personnel appointed by the DGFC to manage the event.

"Contract" means the contract entered into between the DGFC and the Exhibitor upon the Exhibitor's receipt of the DGFC's acceptance of the Exhibitor's application for space, and includes these terms and conditions.

"Contractor" means those persons contracted by the DGFC or the MIS, to undertake construction / services on their behalf.

"Exhibitor" means a person, firm or company which has been granted space in the Show by the DGFC and includes all employees, agents and subcontractors of that person, firm or company.

"Show" or "Event" means the Darwin Boat Travel and Leisure Show including Move-in and Move-out periods inclusive.

"Show / Event Site" means that part of the MIS within and without of which the Show is held.

"Space" or "Site" means the area as designated and allocated to the Exhibitor for the purpose of display of products and services at the Show.

"Site Fee" means the sum payable by an Exhibitor in return for the right to occupy the Space.

## MARRARA STADIUM RULES & REGULATIONS

These Terms and Conditions include terms, conditions, rules and regulations imposed by the Venue Management on Exhibitors as at the date of publication of this document. The Exhibitor agrees to comply with any additional terms, conditions, rules and regulations applying to Exhibitors which may be imposed by the Venue Management from time to time.

## LEGAL REQUIREMENTS

The Exhibitor and its invitees shall comply with all laws, industrial agreements, industrial awards, occupational health and safety, consumer protection practices and codes relating to the use or occupation of the Venue and exhibiting at the event.

## SCOPE OF EXHIBITION/EVENT:

Exhibits in the Show shall be travel, marine, boating, camping, diving, fishing, leisure, related outdoor pursuits and/or associated products and services.

The Exhibitor agrees to display only new current model / year boats and products. This includes boats/products displayed in photographic or written form. The DGFC will determine the scope of the Show and the Exhibitor will not display any exhibit which the DGFC in its discretion determines does not fall within the scope of the Show or for any other reason including the weight of the exhibit, is unsuitable for the Show or which in the opinion of the Association is not in the best interests of the Show. The Exhibitor will not, for any reason, run any internal

combustion engines during the opening hours of the show. If exhibitors require outside space to demonstrate please advise DGFC and where possible and appropriate, an allocation will be made outside at a cost to the exhibitor.

The Exhibitor shall not display any motorised vehicle, motor bike or other type of un-related product without the prior written consent of the DGFC. The DGFC reserves the right to refuse display of such items.

## APPLICATION TO EXHIBIT:

Applications are to be made strictly via the official Exhibitor Application Form available from the DGFC and provided within the Darwin Boat Travel and Leisure Show exhibitor documentation, and in conjunction with other required forms and the acceptance of these Terms and Conditions.

## ALLOCATION OF SPACE:

The Exhibitor shall accept the allocation of Space as confirmed by the DGFC. Exhibitors have the right to contact the Show Coordinator within 7 days of the site confirmation to discuss other options should they be available, otherwise the allocation shall be considered final and binding.

The DGFC reserves the right to refuse space to exhibitors deemed inappropriate to the interests of the event at their discretion.

## ELIGIBILITY:

Applications shall be accepted from organisations and businesses providing that their products /services fit within the scope of the Show.

## CONDUCT OF EXHIBITOR

1. Move-in and Move-out is strictly by schedule and entirely under the control of the Show Coordinator and/or his/her appointed officers. The schedule is subject to alteration without prior notice. Exhibitors are required to abide by the directives and instructions of the DGFC and its appointees. Failure to comply may result in the exhibitor being ordered from the show site.
2. The Exhibitor shall ensure that any stand in the Show is open to view and staffed by competent representatives during the daily official opening hours of the Show.
3. If the Exhibitor fails to open its stand or uncover its exhibits during the daily official opening hours of the Show, the DGFC may do so and the Exhibitor shall be liable for any costs thereby incurred by the DGFC. The DGFC will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of this action by the DGFC.
4. The Exhibitor shall not exhibit its products or conduct its business from any area other than their allocated space. No Exhibitor will tout business in the aisle or on another Exhibitor's space.
5. No organisation will exhibit utilising catalogues only as a means of promoting their products. Catalogue distributors must have available for sale on their stand the majority amount of the items contained within the catalogue.
6. If the DGFC in its discretion, considers any practice of the Exhibitor is objectionable, likely to discredit the Show or is not in the best interests of the exhibition or likely to cause customer or other exhibitor dissatisfaction, the DGFC will be entitled to order the Exhibitor forthwith to cease the practice and/or quit the Space. The DGFC will not be liable for

any loss, including consequential loss, sustained by the Exhibitor as a result of this action by the DGFC.

7. The Exhibitor shall not do or permit to be done anything which may cause any license or permit issued or in force in respect of the venue or any part thereof to be or become liable to be forfeited, suspended or not renewed.

8. The Exhibitor shall maintain the Space in a clean and orderly state throughout the Show. The Exhibitor will remove all waste/rubbish at the conclusion of the show or be liable for the costs incurred as a result of the DGFC contracting to remove it.

9. The Exhibitor shall not conduct or permit to be conducted any auction, lottery, raffle, guessing competition, game of chance, side show, or collection whether or not requiring the public to contribute financially, whether for charity or otherwise, at the Show without the prior written consent of the DGFC.

10. The Exhibitor shall ensure that the aisles, passageways and gangways on or adjacent to their Space are kept completely free from obstruction during the Show.

11. The Exhibitor shall immediately give notice in writing to the DGFC of any accident to or defects in the water pipes, gas pipes, rigging, lights or other electrical fittings in the Show. The Exhibitor shall not misuse, overload or interfere with any such pipes, rigging, lights or other electrical fittings.

12. The Exhibitor shall pay all charges for utility services as directed by the DGFC.

13. The DGFC reserves the right to affix a stand number to any part of the Space.

14. The exhibitor will only use those contractors declared by the DGFC as appointed contractors for the Show unless written permission has been granted 28 days prior to the move-in days for the Show.

## PAYMENT

1. The Exhibitor shall pay the Site Fee and all other sums payable by the Exhibitor to the DGFC in respect of the Show at the times and in the manner stipulated by the DGFC.
2. The Site Fee shall be paid as follows:
  - An application fee is due to be received by the DGFC with the Application Form together with a copy of proof of public liability insurance on application.
  - Once the application is confirmed by the DGFC a deposit at 50% the total Space Fee, or after 1 July 100% of the total space fee, is due to the DGFC.
  - Final payment of the total balance due inclusive of all charges and any outstanding site fees, is due 14 days before day one of the Event and must be received by the DGFC ahead of the scheduled move-in date for the Event.

PLEASE NOTE: Payments not received by the final payment due date may incur a late payment administration fee of \$55.00.

3. The Exhibitor will not be permitted access to the Space unless and until all outstanding sums of any nature owed by the Exhibitor to the DGFC are fully paid. If the DGFC inadvertently allows the Exhibitor access to the Space when any outstanding sum is unpaid, the DGFC reserves the right to remove the Exhibitor's goods and exhibits from the Space at the Exhibitor's cost. The DGFC will not be liable for any loss, including consequential

loss, sustained by the Exhibitor as a result of this action by the DGFC.

4. If payment of any sum due by the Exhibitor to the DGFC in respect of the Show is more than 7 calendar days in arrears, the DGFC may at any time terminate the Contract by notice in writing to the Exhibitor. If the DGFC does not terminate the Contract immediately after the expiration of the 7 day period, interest at a rate to be determined by the DGFC will be payable on the sum due from the date on which the sum was due to be paid.

#### **DAMAGE / REPARATION**

The DGFC require all Exhibitors to take due care of and with their site and environs. Whilst general wear and tear is acceptable, the DGFC reserves the right to pass on to the Exhibitors the cost associated with any damage including that to carpet, walls, and structures inclusive of scrapes, holes etc.

#### **INSURANCE**

1. The Exhibitor must produce to the DGFC a Certificate of Currency of Public Liability Insurance Policy (CoC) with absolute minimum coverage of twenty million dollars (\$20,000,000) endorsed for the entire length of the Show including Move-in and Move-out inclusive. This Certificate must be produced prior to move-in. Exhibitors will not be permitted access on-site until the DGFC have possession of a copy of CoC.

2. Applications to Exhibit will not be finally accepted without proof of insurance attached.

3. The Exhibitor shall be responsible for the security and insurance of all property brought by the Exhibitor onto the Show Site.

4. The Exhibitor must hold adequate workers' compensation coverage for staff working on stands.

#### **ALTERATION TO THE SPACE/DISPLAY BY THE DGFC**

1. The DGFC reserves the right at any time to make such alterations to the Space as it considers necessary in the best interests of the Show, or those of adjoining exhibits including altering the size, shape or position of the Space or displays within.

If the size of the Space is reduced, the Exhibitor will be entitled to such reduction of the Space Fee as the DGFC in its discretion considers appropriate. Where a proposed alteration to the Space will increase the Space Fee payable by the Exhibitor, the alteration will not be made without the prior consent of the Exhibitor.

2. The DGFC also reserves the right to alter an exhibitor's boundaries if those boundaries are deemed to be impeding upon the display of surrounding exhibitors or not managed in the best interests of the presentation of the Show.

3. The DGFC reserves the absolute right to prevent, remove or request appropriate changes to, exhibitor displays inclusive of names/titles that may reasonably cause offence either politically, environmentally, or in the interest of human or animal rights.

#### **INCREASE OF SPACE AND NEW SPACE**

1. If the Exhibitor wishes to increase the size of the Space or to be allocated new space in the Show, the Exhibitor shall apply to the DGFC in writing. The DGFC may in its discretion grant or refuse the increase in size of new space requested in the application.

2. If the DGFC agrees to the increase in size of the Space or allocated new space, the Exhibitor shall immediately pay the corresponding increase in the Space Fee, or the fee payable for the new space, to the DGFC by EFT, cash or by bank cheque.

#### **WITHDRAWAL OF EXHIBITOR AND REDUCTION OF SPACE**

1. If the Exhibitor wishes to withdraw from the Show or reduce the size of the Space, an official application to do so must be received by the DGFC at least 6 weeks prior to the opening of the Show. The DGFC may in its discretion agree to, or refuse, the Exhibitor's application.

2. If the DGFC agrees to the Exhibitor's withdrawal, after July 1 the Exhibitor will be liable forthwith to pay 50% of all sums which it would otherwise be liable to pay to the DGFC in respect of the Show. If the DGFC agrees to the reduction in size of the Space, the Exhibitor will be liable forthwith to pay all sums which it is liable to pay to the DGFC in respect of the reduced Space. The sum may be reduced or substantially waived if the vacated space is sold.

3. The DGFC will not agree, except in exceptional circumstances and at their absolute discretion, to any application for withdrawal received by the DGFC less than 6 weeks prior to the opening of the Show without payment in full for the allocated space.

#### **SUBLETTING**

The Exhibitor shall not sublet, share or part with possession of the Space or any part of the Space, without the prior written consent of the DGFC.

Where such consent has been obtained, a site sharing fee will be payable in addition to the site fee in respect to the shared space. In the event of a Space being jointly shared each of such Exhibitors determination of the size of stands will be /shall be jointly and severally liable for the Space Fee and any other sums payable.

#### **REMOVAL OF GOODS AND EXHIBITS BY THE DGFC**

If the Exhibitor breaches any of these Terms and Conditions, or any additional rule or regulation imposed by the MIS or any relevant legal requirement, or if the DGFC considers it desirable in the best interests of the Show, the DGFC will be entitled, at the cost of the Exhibitor, to remove all of the Exhibitor's goods and/or exhibitions from the Show.

#### **POSTPONEMENT, ABANDONMENT OR CANCELLATION**

If, as a result of any cause beyond the reasonable control of the DGFC, the holding of the Show is postponed or abandoned or the Show Site becomes wholly or partially unavailable for the holding of the Show, the DGFC may in its discretion cancel the Show and return such proportion of the sums paid to it by the Exhibitor in respect of the Show as it shall determine. In any case, the DGFC shall not be liable, and is hereby released from liability, for any damage, loss (including consequential loss) or expense incurred by the Exhibitor as a result of the postponement, abandonment or cancellation.

#### **TERMINATION**

The DGFC may give notice in writing to the Exhibitor to terminate the Contract if:

a) the Space Fee or any part thereof or any other sums payable by the Exhibitor to the DGFC in

respect of the Show are unpaid for a period of 7 days from the day on which the Space Fee or other sum was due to have been paid;

b) the Exhibitor breaches or evinces an intention to breach any of the covenants, terms conditions expressed or implied in the Contract;

c) a receiver or official manager is appointed to any property of the Exhibitor or any guarantor of its obligations under the Contract;

d) any order or resolution is made for the winding up of the Exhibitor or any guarantor of its obligations under the Contract (other than for the purpose of amalgamation or reconstruction);

e) any of the property of the Exhibitor is assigned;

f) the Exhibitor is a person and he or she becomes bankrupt or has a sequestration order made against him or her;

g) the DGFC is of the opinion that there is a real possibility that damage may be caused to any of the Show Site, its facilities or its equipment as a result of the Exhibitor exercising any right under the Contract, or that such exercise may cause injury to patrons of the Show, or that the manner that the Exhibitor uses or proposes to use the Space is illegal or otherwise contrary to law or likely to injure the Show Site the reputation of the DGFC or the MIS. Upon such termination, the DGFC will be entitled to remove all exhibits and property of the Exhibitor from the Show Site and to send the exhibits and property, at the risk and expense of the Exhibitor, to the address of the Exhibitor specified of the Exhibitor Application Form. All sums paid to the DGFC in respect of the Show will be forfeited, without prejudice to any right or claim which the DGFC may otherwise have.

#### **CONSTRUCTION OF STANDS**

1. All stands and other construction work carried out by the Exhibitor or its DGFC approved contractor shall comply with the MIS and any applicable statutes or statutory rules and regulations. The Exhibitor will be liable for any monetary penalty imposed for non-compliance with statutory rules or regulations.

2. All stands and other structures must be confined to the Space and no part of a stand or structure shall protrude into the passageways or other areas adjoining the Space. Exhibitors are not permitted to erect any overhead structure, sign, banner or the like over aisles, railings, or walls without the absolute permission of the DGFC.

3. Subject to these Terms and Conditions, the determination of the size of stands will be the responsibility of the Exhibitor but stands must be large enough to permit the Exhibitor to clearly display its exhibits.

4. For indoor open space exhibits, Exhibitors must use the DGFC-arranged partitioning or else submit details of other partitioning they wish to use for consideration by the DGFC. The decision of the DGFC will be final.

5. Indoor open space exhibits must provide access through the site for fire-fighting equipment.

6. The Exhibitor shall not erect a structure or wall which will affect the visibility of any other exhibitor's stand, or food kiosks, toilets or exits.

7. The Exhibitor may erect illumination signs or flashing lights in single or group form, provided that they are subdued in colour and receive the prior approval of the DGFC and adjoining Exhibitors.

8. All materials used during the construction of stands and other structures shall be non-combustible,

inherently non-flammable or flameproof. Plastic material shall be self-extinguishing and plywood, hardwood, pulp board or fibre board shall be rendered flame resistant by a process of impregnation acceptable to the MIS.

9. Where the DGFC provides internal floor coverings, Exhibitors must not remove, alter, damage or cause damage to the floor coverings provided. The Exhibitor shall be liable for any damage to floor covering or to paved or sealed areas caused by such actions.

10. The DGFC reserves the right to remove any construction which is not aesthetically in keeping with the Show's image.

#### **FIXINGS**

The Exhibitor shall not tape, tack, staple or otherwise affix any object to any surface of the Show Site.

Absolutely no core-drilling or fixing into the floor or walls of the Show Site is permitted. Any tape, tape residue, paint or stains left on the floor or walls of the Space will be removed /repaired at the Exhibitor's cost.

#### **ELECTRICAL INSTALLATION**

All electrical work required to be performed in the Show will be carried out by the MIS's official electrical contractors.

#### **FIRE REGULATIONS**

1. The Exhibitor shall not store any inflammable liquids or fuels inside the Show Site.

2. The Exhibitor shall ensure that fire extinguishers and fire-fighting equipment are at all times visible and accessible and are not removed from their correct location.

#### **EXHIBITOR NOISE LEVEL**

1. Sound levels caused by the Exhibitor's use of display equipment such as AV shall not be intrusive to other Exhibitors. The DGFC reserves the right to terminate the use of such equipment on the basis of unacceptable sound levels or visuals.

2. Exhibitors shall not under any circumstances use individual public address systems in the Show Site without written permission from the DGFC.

#### **RECORDING AND PHOTOGRAPHS**

1. The Exhibitor, shall not, without the prior written consent of the DGFC, take or permit to be taken, any photographs during the Show.

2. The DGFC reserves the right to appoint an official photographer to carry out any photographic work required by the Exhibitor. The Exhibitor shall not use its own photographer without prior written consent of the DGFC.

#### **DELIVERY AND REMOVAL OF GOODS AND EXHIBITS**

1. During the move-in and move-out periods, Exhibitors and their contractors will be given access to the Show Site via entrances designated and at times allocated by the DGFC. During these periods all Exhibitors shall cooperate with Security and DGFC and Venue management and shall follow traffic and parking directions.

2. The DGFC and the MIS accept no responsibility for the safety of vehicles and their contents whilst in the unloading areas.

3. Any damage caused by delivery vehicles entering the MIS on behalf of the Exhibitor shall be repaired at the cost of the Exhibitor.

4. The Exhibitor shall arrange for a representative to be present at the Show Site when deliveries of goods or exhibits arrive at the MIS. Delivered goods and exhibits shall at all times remain under the control of the Exhibitor.

5. All packing cases, packing material, boxes, cartons and such like shall be removed from the Show Site prior to the opening of the Show and shall not be stored so as to obstruct access to the Show Site. The Exhibitor shall be responsible for removal of all packing cases, boxes and rubbish at the end of the show.

6. If the Exhibitor wishes to gain Show site access outside the scheduled times, the Exhibitor shall notify the DGFC in writing at least 24 hours prior to the proposed access. The DGFC reserves the right to refuse any such application. *(A security charge may apply)*

#### **CRANES**

The Exhibitor shall be responsible for arranging any crane services and will negotiate with the DGFC to arrange on site access.

#### **CLEANING**

1. The DGFC will be responsible for the daily cleaning of the aisles, passageways and other common areas in the Show Site. The official cleaning contractor appointed by the DGFC will be the only cleaning contractor permitted on the Show Site.

2. The Exhibitor will be responsible for the daily cleaning of their Space and shall place all daily rubbish required to be picked up by the DGFC's cleaning contractors in the aisles adjacent to the Space at the end of the day.

3. The Exhibitor will be responsible for removing all boxes and rubbish at the end of the show.

#### **FOOD, DRINK AND TOBACCO**

1. The Exhibitor shall not sell, distribute or give away any item of food, drink on the Show Site without the prior written consent of the DGFC.

2. The selling, distribution or giving away of tobacco or tobacco related items is strictly forbidden.

#### **ALCOHOL**

1. Consumption of alcohol in Exhibition Spaces and aisles is strictly prohibited.

2. The sale of alcohol by the Exhibitor is strictly prohibited. If the Exhibitor wishes to distribute or give away samples of alcohol free of charge, it must obtain the prior written consent of the DGFC at least 30 days prior to the opening of the Show and hold and show evidence of the appropriate licenses.

#### **SECURITY**

1. The DGFC will provide 24 hour security for the Show Site from the commencement of the move-in period to the expiration of the move-out period. Should the Exhibitor require extra security before, during, or after these times it can be arranged through the DGFC at a cost to the Exhibitor.

2. The Exhibitor shall comply with all requirements and directions of the DGFC from time to time in respect of security and crowd control within the Show Site.

#### **DISMANTLE & REMOVAL OF GOODS AND EXHIBITS BY EXHIBITOR**

1. The Exhibitor shall not dismantle any part of its stand, goods or exhibits until the official closure of the Show at 5.00pm on Sunday unless written permission is obtained from the DGFC.

2. Removal of goods commences 30 minutes after the official closure. All goods and exhibits must be removed from the Show Site by Monday at 6.00pm. Sites must be left clean and all rubbish must be removed.

#### **ADMISSION INTO SHOW**

1. After the opening of the Show to the public, access for Exhibitors will be restricted to designated entrances.

2. The DGFC reserves the right to refuse to admit any person to the Show Site without giving any reason for its refusal.

3. The DGFC reserves the right to determine the rates to be charged to the public for admission to the Show.

#### **ADMISSION PASSES**

The DGFC will, on request, issue the following access passes:

- Exhibitor Identification Passes issued to Exhibitor's staff manning stands on a permanent basis.
- Guest tickets available for purchase by Exhibitors.
- Move In/Move Out Passes
- Move in/out Vehicle Passes

Only access passes issued by the DGFC will be valid. The DGFC reserves the right to limit the number of passes issued according to the size of the Space.

#### **LIABILITY**

1. The DGFC, the Venue, and all their employees, agents and other representatives shall not be liable, and are hereby released from liability, for any damage, loss (including consequential loss), harm or injury to the person or property of the Exhibitor or any of the Exhibitor's employees, agents or other representatives, however caused, which may arise directly or indirectly, during or in connection with the Show.

2. The DGFC and all of its employees, agents and other representatives shall not be liable, and are hereby released from liability, in respect to the condition of the Space and Show Site, any stand, structure or building erected thereon and any action occurring therein.

3. The DGFC shall not be liable, and is hereby released from liability, for any damage, loss (including consequential loss) or expense resulting directly or indirectly from a total or partial failure of the public utility services supplied to the Show Site caused by any factor beyond the reasonable control of the DGFC.

#### **INDEMNITY**

The Exhibitor shall indemnify the DGFC and its employees, agents and other representatives in respect of all actions, claims, demands, proceedings, suits, costs, damages, expenses and losses whatsoever (including but not limited to loss of profits, any comprises of actions, claims, demands, proceedings or suit and all legal costs on a solicitor's own client basis in respect thereof) which

the DGFC and its employees, agents and other representatives may suffer or incur by reasons of or in relation to:

- a) any act, default or omission on the part of one or more of the Exhibitor, its employees, agents, invitees, licensee, patrons, contractors and subcontractors;
- b) any act, default or omission on the part of any one or more of the employees, agents, invitees, licensees, contractors and subcontractors of the DGFC when acting under the direction, order or control of any one or more of the Exhibitor, its employees, agents, contractors or subcontractors;
- c) the Exhibitor withdrawing from the Show; or
- d) any accident, damage, death or injury suffered by any person or the property of any person in or using or entering or near the MIS and occasioned wholly or partly by any act, default or omission of any one or more of the Exhibitor, its employees, agents, invitees, licensees, patrons, contractors and subcontractors.

#### **AMENDMENT OF TERMS AND CONDITIONS**

The DGFC reserves the right at any time and from time to time to delete, vary or amend any of these Terms and Conditions. A certificate signed by the President or any other duly authorised officer of the DGFC confirming The Terms and Conditions in force at a particular time shall be conclusive evidence of the Terms and Conditions then in force.

#### **APPLICABLE LAW**

The Contract shall be governed by and construed in accordance with the laws of the Northern Territory and the parties agree to submit to the jurisdiction and courts of the Northern Territory.

#### **PERIOD OF LIMITATION**

It is hereby agreed and declared that the DGFC shall not be liable to the Exhibitor in respect of any claim arising under the Contract or in connection with the Show unless such claim is made in writing to the DGFC not later than 2 months after the last day of the month in which the closing date of the Show falls.

#### **GENERAL LIEN**

All exhibits and other property of the Exhibitor brought onto the Space shall be subject to a general lien in favour of the DGFC in respect of all sums payable by the Exhibitor to the DGFC or to the Venue in respect of the Show.

#### **EXCLUSION OF ORAL REPRESENTATIONS**

The Exhibitor hereby acknowledges that it has entered into the Contract without relying upon any oral representation by the DGFC or by any person on behalf of the DGFC and that the terms and conditions of the Contract are as conclusively set out in these Terms and Conditions.

#### **AMENDMENT TO CONTRACT**

No variation, amendment, addition or alteration to the Contract or to these Terms and Conditions shall be binding upon the DGFC unless in writing and signed by the President or other duly authorised officer of the DGFC.