



VIIIE 2009 Melbourne Terms and Conditions

1. The Trade Show Organiser, Visual Impact Promotions Pty Ltd reserves the right to alter or add to these Terms and Conditions as may be necessary for compliance with any Law or with any direction given by the Owner/Lessor of the exhibition site and generally for the efficient running of the Exhibition. These Terms and Conditions are seen as part of and/or additional to the detailed Rules and Regulations as described in the Exhibitors' Manual which will be forwarded to each accepted Exhibitor but can be viewed prior to this at the offices of the Organiser.
2. Definitions: The term "Exhibitor" shall mean and includes all employees and/or agents of any company, partnership or individual exhibiting and the term "Exhibition" shall mean **Visual Impact Image Expo 2009 (Melbourne)**.
3. The Exhibitor agrees to comply with all directions and legal requirements of all Government bodies and with these Terms and Conditions for the duration of the Exhibition.
4. Allotment of space to an Exhibitor, which will then constitute a licence to exhibit and not a tenancy, will follow acceptance of an Exhibitor's space contract and deposit. The Organiser reserves the right at any time to alter the size, shape or position of the floor plan as may be necessary for the best interest of the Exhibition. A cost adjustment will be made to any Exhibitor in the event of a reduction of their display space.
5. Exhibits must fall within the scope of the Exhibition. No other exhibit or product (including demonstration machinery) is to be displayed without prior written consent of the Organiser.
6. Payment terms are as per the attached Exhibitor Space Contract.
7. The contractual price (unless otherwise stated by the Organiser) does not include any of the following:
Loading and handling of equipment goods of any kind including staff, advertising catalogue or handbill, telephones and/or facsimiles, Stamp Duty levied on contract, dressing of stand, cleaning.
Where required by the Lessor/Owner of the exhibition site, electrical installation, water and gas supply, plumbing connection and sprinkler installation will be carried out at the cost of the Exhibitor in accordance with the usual requirements of the Owner/Lessor.
8. The design of all stands and exhibits and their weight or character is subject to the prior approval of the Organiser. Their construction, erection and dismantling shall be carried out under the supervision of and subject to conditions laid down by the Organiser. Any stand considered not to be in the best interest of the Exhibition may be removed or altered by the Organiser at the expense of the Exhibitor.
9. All plant, machinery and exhibits must comply with statutory requirements as to safety and particularly in the case of the storage of petrol, explosives and other inflammable materials. No article of a dangerous character shall be taken into the Exhibition except with the Organiser's prior written consent.
10. The Organiser reserves the right to refuse any person admission to the Exhibition without assigning any reason. It is the responsibility of the Exhibitor to see that passes which, upon request will be supplied to their staff, are not misused or lent to other persons.
11. Contractor build:

Wednesday	5 th March 2009	6.00am–1.00pm
Bump in:	Wednesday	5 th March 2009 2.00pm–11.00pm
	Thursday	6 th March 2009 6.00am–6.00pm
Bump out:	Saturday	7 th March 2009 4.30pm–11.00pm
12. The Exhibitor is at all times during the Exhibition including pre and post opening seminar and demonstration periods:
 - a) Required to keep their stand open to view and properly staffed by competent representatives during the following times:

Friday	6 th March 2009	10.00am–6.00pm
Saturday	7 th March 2009	10.00am–4.00pm
 - b) Responsible for the maintenance of their stand and display space in a clean and tidy condition.
 - c) Required to conduct business only from their display space and to keep passageways in from their display space free from any obstruction.
 - d) Prohibited from holding or allowing an auction, lottery, game of chance or sideshow to take place without Organisers approval.
 - e) Prohibited from operating any type of machinery or equipment at a sound level which, in the Organiser's sole opinion because of loudness, is likely to cause nuisance or annoyance to other exhibitors or visitors.
 - f) Prohibited from operating any type of printing machinery which is in breach of our stated OH&S safety guidelines or OH&S safety manager.
 - g) Prohibited from doing anything which, in the sole opinion of the Organiser, may bring discredit upon the Exhibition.
13. The Exhibitor undertakes to have their display space ready, with all exhibits available for display and completed by the time specified by the Organiser, preceding the opening of the Exhibition. Should the balance of costs due to the Organiser not have been paid, the Exhibitor will not be permitted to occupy their stand and will forfeit to the Organiser all their rights under this Contract and the Organiser shall be entitled to take possession and use the space for its own purposes and may allot the space to another Exhibitor.
14. Exhibitors must not transfer, dispose of, part with or otherwise sub-let the whole or any part of their space, office store or other accommodation whether for financial consideration or otherwise, or enter into any agreement to do so. An Exhibitor, being an officially appointed sole Agent or sole Licensee (and conforming to Regulations above), must state, at the time of application for space, the names of the principals to be represented and confine his/her display to their products. This does not debar an Exhibitor from displaying products of a principal for whom he/she becomes an agent or sole licensee after allotment of space, providing permission is first obtained from the VISA Committee. However, any principal who is a bad debt to VISA is prohibited from working on or attending any stand or displaying the principal's products without written permission from the VISA Committee. This Regulation shall be deemed to include any subsidised material or product not being part of, but used complementary to the exhibit. An Exhibitor may not, except by express written permission from the Organisers, display directly or indirectly, advertise or give to any other Exhibitor products other than his/her own or his/her principal's. The display of acknowledgments or credits indicating membership of organisations or trade associations is not allowed, except by written permission of the VISA Committee. The Organisers reserve the right to have masked or removed from the Exhibition any product or signs violating this Regulation.
15. Third Party Claims (Public Liability)
 - a) **SUB-LETTING OF SPACE**
Exhibitors must not transfer, dispose of, part with or otherwise sub-let the whole or any part of their space, office store or other accommodation whether for financial consideration or otherwise, or enter into any agreement to do so. An Exhibitor, being an officially appointed sole Agent or sole Licensee (and conforming to Regulations above), must state, at the time of application for space, the names of the principals to be represented and confine his/her display to their products. This does not debar an Exhibitor from displaying products of a principal for whom he/she becomes an agent or sole licensee after allotment of space, providing permission is first obtained from the VISA Committee.
However, any principal who is a bad debt to VISA is prohibited from working on or attending any stand or displaying the principal's products without written permission from the VISA Committee. This Regulation shall be deemed to include any subsidised material or product not being part of, but used complementary to the exhibit. An Exhibitor may not, except by express written permission from the Organisers, display directly or indirectly, advertise or give to any other Exhibitor products other than his/her own or his/her principal's. The display of acknowledgments or credits indicating membership of organisations or trade associations is not allowed, except by written permission of the VISA Committee. The Organisers reserve the right to have masked or removed from the Exhibition any product or signs violating this Regulation.
 - b) Responsibility for the personal injury and damage to property (Employees and Contractors' Liability): The Organiser shall be under no liability for personal injury to the Exhibitor or their servants or agents, contractors, sub-contractors, invitees or licensees howsoever caused or for any damage to exhibits or other property of the Exhibitor, their servants, agents, contractors, sub-contractors, invitees, or licensees, howsoever caused. The Exhibitor is accordingly advised to take out all necessary insurance.
16. If the holding of the Exhibition or the supply of any service by the Organiser is prevented, postponed or abandoned by reason of fire, storm, lightning, national emergency, labour dispute, strike, lockout, civil disturbance, explosion, inevitable accident or any cause not within the control of the organisation whether of the same sort or not, or the exhibitor site becomes wholly or partially unavailable for the holding of the Exhibition, the Organiser may at its entire discretion, refund part of the costs of space paid by the Exhibitor. In such case, the Organiser shall not be liable in any way whatsoever for any expenditure or liability or loss including consequential loss incurred by the Exhibitor.
17. Following acceptance by the Organiser of the Exhibitor's application for display space should the Exhibitor be then unable or unwilling to perform their part of the Contract, or fail to comply with these Terms and Conditions, or otherwise breach the Contract, the Organiser may terminate the Contract by written notice to the Exhibitor and may retain all deposits, part payments and/or other payments paid as liquidated damages in reimbursement of management costs and other fees and expenses by the Organiser. The Exhibitor shall thereafter be prohibited from occupying their stand and shall immediately remove the exhibits from the exhibition site in accordance with the Organiser's directions. Alternatively, the Organiser may, at the Exhibitor's costs, dispatch such exhibits to the address stated in the Exhibitor's Order Form.
18. All exhibits are subject to general lien in favour of the Visual Impact Promotions Pty Ltd for all sums, whether for unpaid costs of space or otherwise, due from the Exhibitor to the Visual Impact Promotions Pty Ltd.
19. If the Exhibitor desires to cancel all or part of the exhibit space on or before the 120 days, it must do so in writing by certified mail to the Organiser and the Exhibitor will be charged 50% of its total exhibit space costs. Should an Exhibitor cancel after the 120 days, 100% of exhibit space cost is due. If Exhibitor defaults in payment, Exhibitor is liable to Visual Impact Promotions Pty Ltd for collection costs, including reasonable attorney's fees. The Organiser reserves the right to accept or reject exhibitor space applications and to cancel any previously accepted exhibitor space applications or contracts, at any time in its sole discretion, for any reason, or no reason, without liability to Exhibitor or any other party. This contract is not valid until it is fully executed by an authorised representative for Exhibitor and the Organiser.

I have read and accept the Terms and Conditions stated.

Signed:

Date:

Name:

Company: