

# TERMS AND CONDITIONS

The Big Boys Toys Expo is operated by Australian Big Boys Toys Expo Pty Ltd. The decision of the Australian Big Boys Toys Expo Pty Ltd in all matters pertaining to the Event is final.

## 1. DEFINITIONS

- 1.1 Booking Fee means the total fee to be charged by Australian Big Boys Toys Expo Pty Ltd for the grant of a permit to exhibit from a Site pursuant to these terms and conditions;
- 1.2 Australian Big Boys Toys Expo Pty Ltd means the Big Boys Toys Expo Event
- 1.3 Exhibitor means the entity named as the Exhibitor in the application form and includes its employees, servants, agents, contractors, sub-contractors, invitees or licensees;
- 1.4 Event means the Big Boys Toys Expo;
- 1.5 Exhibitors' Handbook means the Exhibitors' handbook produced by Australian Big Boys Toys Expo Pty Ltd for the Event;
- 1.6 Hiring Fees means any fees payable in respect of the fit out expenses for the Exhibitor's Stand or Site for any fit out hired through the hiring entity appointed by Australian Big Boys Toys Expo Pty Ltd for the Event;
- 1.7 Relevant Authority means any government, statutory, public or other authority or body having jurisdiction over the venue, the event or any matter or thing relating to the venue or the event;
- 1.8 Rules means the rules specified in the Exhibitors' Handbook and any other lawful direction given by Australian Big Boys Toys Expo Pty Ltd;
- 1.9 Site means any site, display space or area allocated by the Australian Big Boys Toys Expo Pty Ltd to an Exhibitor;
- 1.10 Stand means the Site together with any other structure of property brought onto the site for the Event;
- 1.11 Venue means the premises identified in the application form as the location of the Event.

## 2. GENERAL

### 2.1 Permit

Allotment of a site to an Exhibitor is a permit to exhibit from that site at the venue on these terms and conditions. No permit is granted by Australian Big Boys Toys Expo Pty Ltd to the Exhibitor until the Exhibitor has provided a fully executed booking form, and payment in full is received, and supplied all relevant documentation and Australian Big Boys Toys Expo Pty Ltd has accepted the booking form and payment. Australian Big Boys Toys Expo Pty Ltd is under no obligation to accept an application based on receiving a booking form.

### 2.2 Amendment of terms and conditions

The Exhibitor accepts that Australian Big Boys Toys Expo Pty Ltd reserves the right to amend these terms and conditions and the Rules by notice in writing to the Exhibitor as may be necessary to.

### 2.3 Exhibitor Compliance

The Exhibitor must comply with, and ensure that all of the employees, contractors and agents of the Exhibitor comply with:

- a) all lawful directions of Australian Big Boys Toys Expo Pty Ltd and the staff of the Venue;
- b) these terms and conditions;
- c) the Rules;
- d) all directions and legal requirements of any Relevant Authority; and
- e) any relevant legislation including laws applicable to health, fire safety and workplace health and safety.

## 3. BOOKING FEE AND PAYMENTS

### 3.1 Deposit

At the time of making an application for the grant of a permit in respect of a Site, Exhibitors must deliver to the Australian Big Boys Toys Expo Pty Ltd;

- a) A payment of 50% of the total booking fee (non refundable), credit card details for payment, or full payment.
- b) a copy of Exhibitor's current Public Liability Insurance Certificate; and
- c) a copy of the Exhibitor's Work Cover Certificate (or Interstate equivalent). If the Exhibitor is exempt from Work Cover they must advise Australian Big Boys Toys Expo Pty Ltd in writing.

### 3.2 Balance of Booking Fee Payment

- a) Australian Big Boys Toys Expo Pty Ltd will provide an invoice for the Booking Fee to the Exhibitor. A minimum of 50% (non refundable) of the total booking fee must be paid within 61 days from date of invoice or 30 days prior to the event.
  - b) The balance of the Booking Fee and all other costs and charges payable in regard to the Stand or Site must be paid no later than 4 weeks prior to the event being held.
  - c) If an application is received after the final date for payment under clause 3.2(b), the Exhibitor will be required to pay the Booking Fee in full within seven (7) days of receipt of an invoice or prior to the commencement of the Event whichever is the earlier.
  - d) Please note the Booking Fee does not include connections of water, gas, waste, Insurance, cleaning of exhibits, dressing of sites, telephones. If the invoice does not state Electricity is required, then electricity will not be provided to the Site. Electricity is charged at \$95+gst per site.
- ### 3.3 Non Payment

- a) If the Exhibitor fails to make any payment by the relevant due dates, Australian Big Boys Toys Expo Pty Ltd may, but is not obliged to, re-allocate the Site to another Exhibitor and cancel the booking. The Exhibitor shall in any event remain liable in full for the Booking Fee and all other associated costs and charges incurred by the Exhibitor.
- b) Any booking fee paid by another Exhibitor for the Site may in the absolute discretion of the Australian Big Boys Toys Expo Pty Ltd be deducted from the amount otherwise payable by the Exhibitor.

## 4. CANCELLATIONS

### 4.1 Cancellation by Exhibitor

If an Exhibitor cancels the booking for the Site they must do so in writing to the CityLife Exhibitions Pty Ltd. If the Exhibitor cancels:

- a) prior to 10 working days after signing the booking form (cooling off period), a refund of the deposit paid minus \$50.00 for administrative charges will be given.
- b) 80 days prior to the dates of the event, the Exhibitor remains liable to pay 50% of the Booking Fee, giving Australian Big Boys Toys Expo Pty Ltd time to re-sell the site. If credit card details are supplied on the booking form the 50% cancellation fee will be deducted from the credit card and a remittance will be supplied to the business cancelling.
- c) Cancellation within 60 days prior to the event, the Exhibitor is liable to pay 100% of the Booking Fee.
- d) If the Exhibitor breaches any of these terms and conditions Australian Big Boys Toys Expo Pty Ltd may cancel the booking by giving the Exhibitor one day's written notice and in that case the Exhibitor shall remain liable for the full Booking Fee, any part of the Booking Fee, including the deposit, previously paid to Australian Big Boys Toys Expo Pty Ltd by the Exhibitor will be forfeited to Australian Big Boys Toys Expo Pty Ltd and no refund of any money paid by the Exhibitor will be given.
- e) If the holding of the Event or the provision of any Site or other service by the Australian Big Boys Toys Expo Pty Ltd is prevented, postponed or canceled by reason of fire, weather conditions, national emergency, dispute, strike, explosion, accident or any cause not within the control of Australian Big Boys Toys Expo Pty Ltd, or the Venue is for any reason wholly or partially unavailable for the holding of the Event, Australian Big Boys Toys Expo Pty Ltd may in its absolute discretion retain the Booking Fee or refund all or part of the Booking Fee paid by the Exhibitor and shall not be liable in any way whatsoever for any expense, liability, loss or damage including consequential economic loss incurred by the Exhibitor.

## 5. VENUE ACCESS

### 5.1 Access to Venue

- a) The Exhibitor will not be allowed access to the Venue unless all invoices from Australian Big Boys Toys Expo Pty Ltd have been paid in full and any documentation required by these terms and conditions or the Rules has been provided by the relevant due dates.
- b) Australian Big Boys Toys Expo Pty Ltd reserves the right, in its absolute discretion, to refuse any person admission to the Event including without reason. It is the responsibility of the Exhibitor to ensure that passes which are supplied to Exhibitor staff are not misused or lent to other persons. Staff issued an Exhibitor pass must present the pass at the gate to gain entry and wear the pass at all times when present at the Event.

### 5.2 Bump in and Bump Out

- a) Bump In and Bump Out times and Rules detailed in the Exhibitors Handbook must be adhered to by the Exhibitor.
- b) All move in and move out passes will only be distributed to those Exhibitors who have paid all monies owing to Australian Big Boys Toys Expo Pty Ltd. A Exhibitor pass is required by any Exhibitor coming into the Venue.
- c) The dismantling and removal of all Stands can only commence once the Event has closed. Any Exhibitor found to be removing stock from, or dismantling, their Stand prior to this time are liable to pay liquidated damages in the sum of \$500.00 to Australian Big Boys Toys Expo Pty Ltd. The Exhibitor acknowledges and agrees that the sum of \$500.00 is reasonable in the circumstances and is a fair estimate of the costs that will be incurred by Australian Big Boys Toys Expo Pty Ltd to rectify a breach of this clause 5.2(c).
- d) No person shall enter the venue during move in and move out periods unless they are wearing enclosed footwear and a Hi-Vis Safety vest or similar compliant clothing.

### 5.3 Contractors

All contractors must complete an online safety induction prior to entering the Venue. This is a requirement of the Venue and is required to be completed before move in passes will be distributed.

### 5.4 Deliveries

Australian Big Boys Toys Expo Pty Ltd and the Venue are unable to accept delivery of any goods on behalf of an Exhibitor. A representative of the Exhibitor must be present at the Venue to receive any deliveries. No deliveries may be made to the Venue prior to the Bump In Date and time and must be delivered during the allocated Move In Day(s)/Time as stipulated in the Exhibitor Handbook.

## 6. SITES

### 6.1 Size and Location

Australian Big Boys Toys Expo Pty Ltd reserves the right at any time to alter the size, shape or position of the floor plan as may be necessary for, or in the best interests of, the Event. A cost adjustment will be made to any Exhibitor in the event of a reduction of their booked Site.

### 6.2 Cleaning of Stands and Site

It is the responsibility of the Exhibitor to ensure their Stand and Site is clean and free from rubbish at all times. All Sites must be left clean, all rubbish removed, any holes filled in and damage repaired by the Exhibitor prior to vacating the Site.

### 6.3 Displays

- a) All exhibits on Stands must fall within the scope of the Event. The Exhibitor may only display products and services that form part of and relate to the Exhibitors' normal course of business unless otherwise authorised in writing by Australian Big Boys Toys Expo Pty Ltd.
- b) Exhibitors are to ensure that signage and banners are professionally presented and are weighted rather than using spikes into the ground.
- c) Maximum display walling height is 2.4m unless application in writing is made to Australian Big Boys Toys Expo Pty Ltd and permission has been subsequently given by Australian Big Boys Toys Expo Pty Ltd to exceed this restriction.
- d) Any Site considered not to be in the best interests of the Event may be removed or altered by Australian Big Boys Toys Expo Pty Ltd at the expense of the Exhibitor without cause.
- e) Exhibitors are not permitted to distribute brochures, leaflets or advertising materials except from within their own Site.
- f) The Exhibitor shall ensure that for the entire duration of the Event the Site is fully staffed and operational, and that all exhibits are adequately displayed.
- g) Suspending or attaching fixtures, wire or fittings of any description to the Venue pavilions, steel structures or stands shall only occur if permitted by, and in accordance with, the Venue regulations.

### 6.4 Exhibitor Conduct

The Exhibitor shall:

- a) keep their Stand open to view and adequately staffed by competent representatives during the Event open times, as stipulated in the Exhibitors handbook.
- b) at all times maintain its Stand in good repair and in a safe, clean and tidy condition and keep passageways in front of its Stand free from any obstruction;
- c) conduct business only from its Stand and no advertising or canvassing for business may take place away from an Exhibitor's Stand or elsewhere in the Venue;

- d) not participate in, hold or allow the holding of any auction, lottery or sideshow without Australian Big Boys Toys Expo Pty Ltd prior written approval;
- e) not operate any type of machinery, microphones, megaphones or any other equipment which creates or projects sound at a decibel level which is considered in Australian Big Boys Toys Expo Pty Ltd absolute discretion to be likely to cause a nuisance or annoyance to other Exhibitors or other persons attending the Event;
- f) comply with any risk management plan implemented by Australian Big Boys Toys Expo Pty Ltd and follow any directions given by any person appointed as Event Manager or Work Health & Safety Officer by Australian Big Boys Toys Expo Pty Ltd;
- g) not erect any marquee, gazebo or structure without the prior written approval of Australian Big Boys Toys Expo Pty Ltd and ensure that any marquee, gazebo or structure on a Site is erected only by a licenced contractor approved by Australian Big Boys Toys Expo Pty Ltd or the Venue;
- h) not erect or attach any signs, banners, flags or other material to any part of the Venue including any fixture, wall, temporary fencing, facility or structure without the consent in writing of Australian Big Boys Toys Expo Pty Ltd;
- i) not connect any power supply or electrical appliance other than to power points approved and allocated by Australian Big Boys Toys Expo Pty Ltd which must be installed by a licensed electrician authorised by Australian Big Boys Toys Expo Pty Ltd;
- j) not do or cause to be done anything which may cause any interruption to or have an adverse effect upon another Exhibitor's Stand;
- k) not in any way engage in ambush marketing or denigrate other Exhibitors and any Exhibitor found to have engaged in such conduct may be immediately removed from the Event;
- l) The Event is a designated workplace under the provisions of the Occupational Health, Safety & Welfare Act 1995 and all Exhibitors must ensure compliance with the provisions of that legislation. Exhibitors hereby indemnify Australian Big Boys Toys Expo Pty Ltd, its committee, servants and agents from any actions arising as a direct or indirect result of participation in the Event.

#### 6.5 Marquees

- m) No marquees or other structures can be erected on a Site without the prior approval of Australian Big Boys Toys Expo Pty Ltd and the Venue. Marquees larger than 27sqm will require a structural engineering certificate and letter of compliance to be provided to Australian Big Boys Toys Expo Pty Ltd immediately after the marquee has been erected. It is the responsibility of the Exhibitor to ensure that any Marquee smaller than 27sqm on its Site complies with structural engineering requirements, including adequate weights.
- n) Under no circumstances can marquee spikes be driven into asphalt or no-spike grassed areas. The construction, erection and dismantling of anything on a Site shall be carried out under the supervision of and subject to such conditions as may be specified by Australian Big Boys Toys Expo Pty Ltd.
- o) Australian Big Boys Toys Expo Pty Ltd may remove any marquee which does not comply with these conditions in its absolute discretion and any such removal will be at the Exhibitor's expense.
- p) Any Stand or part of a Stand that has not been approved, or which is considered, by Australian Big Boys Toys Expo Pty Ltd in its absolute discretion to not be in the best interest of the Event may be removed or altered by Australian Big Boys Toys Expo Pty Ltd and the cost of such removal or alteration shall be paid by the Exhibitor.

#### 6.6 No Sharing of Stands

The sub-letting or sharing of Stands is strictly prohibited. Australian Big Boys Toys Expo Pty Ltd reserves the right to remove any signage, display or product from Stands in breach of this condition. Exhibitors may represent multiple dealerships or product distributors only where such goods and services are sold and distributed in the ordinary course of the Exhibitor's business. Where an Exhibitor breaches this condition Australian Big Boys Toys Expo Pty Ltd may require the Exhibitor to vacate the Site immediately and the Exhibitor shall do so at the Exhibitor's expense and with no right to compensation from Australian Big Boys Toys Expo Pty Ltd.

## 7. SELLING & PROMOTION

### 7.1 Permitted Products and Services

- a) Exhibitors may only promote and sell products and services that are their own brand or are sold by the Exhibitor in the ordinary course of its business. Prior written approval from Australian Big Boys Toys Expo Pty Ltd is required to supply or sell food or beverages of any kind, including samples.
- b) Any vehicle which is more than 6.5 meters in length will require written approval from Australian Big Boys Toys Expo Pty Ltd before it may be brought to the Venue. Australian Big Boys Toys Expo Pty Ltd reserves

the right to prohibit at any time particular products from being brought to the Venue or displayed or sold at the Event.

c) Exhibitors who engage in restoration or repair work aligned with the industry may promote their services but are unable to sell any goods. An approved sign is required from Australian Big Boys Toys Expo Pty Ltd advising this work is not for sale and for display purposes only.

d) Australian Big Boys Toys Expo Pty Ltd may remove from the venue at the expense of the Exhibitor any vehicles bearing advertising logos or material of any motor vehicle dealer which is not an Exhibitor or a sponsor of the Event.

e) Notwithstanding any other term set out herein, Exhibitors are strictly forbidden from displaying or selling second hand or used goods.

#### 7.2 Licensing

a) Where the promotion or sale of a product or service is subject to compliance with relevant legislation or requires a particular licence (such as a motor vehicle dealers licence) Exhibitors are not permitted to advertise, promote, sell or display such product or service unless they provide written evidence satisfactory to Australian Big Boys Toys Expo Pty Ltd that they comply with such restrictions and hold the required licence.

b) It is the Exhibitor's sole responsibility to ensure that it holds all necessary licenses and permits and Australian Big Boys Toys Expo Pty Ltd accepts no liability for any fine or penalty imposed by a relevant authority or for the closure of an Exhibitor's stand due to a breach of this condition. The Exhibitor indemnifies and will keep indemnified Australian Big Boys Toys Expo Pty Ltd from any fine, penalty or expense incurred by Australian Big Boys Toys Expo Pty Ltd by reason of the Exhibitor failing to comply with any legislation or failing to hold a necessary licence.

c) Australian Big Boys Toys Expo Pty Ltd may remove from the Venue at the expense of the Exhibitor any product brought to the Venue in breach of these terms and conditions.

#### 7.3 Event Promotion

The Exhibitor authorises Australian Big Boys Toys Expo Pty Ltd to photograph the Exhibitor's Stand, its employees and all products and items displayed in the Stand and agrees that all photographs and images obtained are the sole property of Australian Big Boys Toys Expo Pty Ltd and may be published, reproduced and used by Australian Big Boys Toys Expo Pty Ltd in its absolute discretion for promotional purposes in relation to the Event and Australian Big Boys Toys Expo Pty Ltd.

### **8. INSURANCE, LIABILITY & WORK COVER**

#### 8.1 Insurance

All Exhibitors must have and maintain at all times Public Liability Insurance in an amount of not less than twenty million dollars (\$20,000,000) for each individual event.

#### 8.2 Liability and Indemnity

The Exhibitor, by participating in the Event, accepts sole responsibility and liability for, and indemnifies and shall keep indemnified Australian Big Boys Toys Expo Pty Ltd against:

a) any and all claims, liabilities, losses, expenses, responsibility damages and costs and expenses by reason of any claim, proceedings, action, liability or injury arising from or incurred in connection with the Event;

b) any injury to, disability of, or loss of life of, any person caused or contributed to by the act, omission, negligence or default of the Exhibitor;

c) loss or damage of any nature or kind whatsoever and however or whenever sustained which is caused or contributed to by or resulting from any act or omission of the Exhibitor; or

d) any breach of these terms and conditions.

The Exhibitor's obligation to indemnify Australian Big Boys Toys Expo Pty Ltd is unaffected by the obligation of the Exhibitor to effect insurance and the obligation of the Exhibitor to indemnify Australian Big Boys Toys Expo Pty Ltd under this clause 8 is paramount.

#### 8.3 Legislation

The Exhibitor shall ensure that it complies with and does not, in carrying on its Stand from the Site, breach any legislation including the Australian Consumer Law which is set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

#### 8.4 Work Cover

All Exhibitors are required to supply to Australian Big Boys Toys Expo Pty Ltd a copy of their Work Cover Certificate.