

TERMS AND CONDITIONS

1. Exhibitors shall be bound by the rules and regulations set forth herein and by such amendments or additional rules and regulations which may be established by Appita. Reference to the Appita Annual Conference and Exhibition shall be deemed to include the endorser: The advisory committee, the managing directors of the trade Exhibition and any duly authorised representative, agent or employee of the foregoing.
2. No Exhibitor shall exhibit or permit to be exhibited in the space allotted to them any programs or services other than those specified in the Application for Space form.
3. Width of all spaces are 3 metres x 2 metres and shown in the official floor plan. Appita reserves the right to alter or move rented space where deemed necessary. Exhibitors must obtain permission from Appita if they wish to build outside this space.
4. Pull Up Banners will need to be provided by Exhibitor, and must comply with size 850 mm wide x 2010 mm high. These will be the backdrop to the exhibitor's displays, as no structured booths will be built this year.
5. An exhibit shall not obstruct the view on adjoining exhibits nor be operated in any manner objectionable to other Exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent Exhibitors. VCRs, radios or other sound devices operated in an objectionable manner in the opinion of Appita shall be prohibited.
6. All Exhibitors will be confined to the space provided and shall not allow any display material to be hung from or applied to any building fixture; no permanent adhesives or paint should be applied to, or any holes drilled in the building or display partition. Particular care should be taken with protection of existing floor covering from chemical, oil or paint spillage and excessive concentrated weight. Any damage shall be entirely at the Exhibitors cost.
7. All materials used for decorative purposes shall be flameproof. Explosives and inflammable materials which conflict with the Underwriter's Fire Prevention or Fire Department rules shall not be permitted.
8. Installation and dismantling of the exhibit material must conform to the timetable specified.
9. The Exhibitor hereby agrees not to contract for, nor to use, any services in connection with its exhibit within the venue, except such as shall be made available or approved by Appita. Not less than thirty days before the opening date of the Exhibition, the Exhibitor shall supply to Appita the names of any persons or organisations other than those designated as official contractors, who are proposed for the performance of any services to the Exhibitor, and Appita will promptly notify Exhibitor of its approval or otherwise of such selections.
10. The Exhibitor shall not permit exhibitions, raffles, donations or other promotional measures that require guest to be present at a specified location and time, and all unusual promotional plans must be approved by Appita no later than 30 days prior to the Conference. Catalogues, souvenirs, literature, printed matter or any other items to be distributed at the Exhibition may be subject to approval by Appita and any distribution must be made from the Exhibitor's space. Any material not approved by Appita shall not be distributed.
11. Admission will be by the Appita name badge only. Identification badges are not transferable.
12. Rights of an Exhibitor shall not be assignable to any other company or person.
13. No Exhibitor shall have the right prior to closing of the Exhibition to pack or remove articles or exhibit without the permission and approval in writing from Appita.
14. All space shall be paid for in full at the time the contract is submitted. Payment is to be made using the online payment portal on the Appita Conference website.
15. The Exhibitor shall have an authorised representative present at the Exhibition throughout all exhibit periods and during the installation and dismantling of the exhibit. The name of the authorised representative shall be furnished to Appita not less than 30 days before the opening date of the Conference.
16. It is expressly understood and agreed by the Exhibitor that he/she will make no claim of any kind against the Executives of the Conference, Appita, or contractors to Appita for any loss, damage, theft or destruction of goods, nor for any injury that may occur to himself or his employees while in the venue, nor for any damage of any nature, or character whatsoever, and without limiting the foregoing, including any damage to his business by reason of the failure to provide space for an exhibit or removal of the exhibit, or for any action of the executives of the conference or Appita in relation to the exhibit or Exhibitor, and the Exhibitor shall be solely responsible to its own agents and employees and to all third persons, including invitees and the public for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased space or exhibit, for negligence or otherwise relating thereto, and said Exhibitor does hereby indemnify and hold harmless the executive of the Conference, contractors to Appita, or Appita, against any and all such claims as may be asserted against it.
17. Should any contingency interrupt or prevent the holding of the Exhibition, Appita will return such portion of the amount paid for space as may be determined to be equitable by Appita, after deduction of such amounts as may be necessary to cover expenses incurred by Appita in connection with the Exhibition. If for any reason Appita determines that the location of the Exhibition should be changed or the dates of the Exhibition altered, no refund will be made but Appita shall assign to the Exhibitor, in lieu of the original space, such other spaces as Appita deems appropriate and the Exhibitor agrees to use such space under the same rules and regulations. Appita shall not be financially liable or otherwise obligated in the event the Exhibition is cancelled, postponed or relocated except as provided herein.
18. Upon acceptance of this application by Appita, it shall be a legally binding contract between the Exhibitor and Appita, provided that either party may cancel this contract on condition that written notice of such cancellation is received by the remaining party at least 60 days prior to the scheduled opening date of the Conference as provided herein; and further provided that full amount of rental paid will be refunded only on condition that such cancellation is made by Appita.

19. Appita shall have the power to adopt and enforce all Conference attendance rules and regulation and all rules and regulations with respect to the kind, nature and eligibility of Exhibitors adopted by it or set forth herein, and its decision on any matters which may arise hereunder shall be final.
20. Force Majeure. Under the conditions of force majeure which also includes strike, lock-out, closure, riots, Appita reserves the right to alter dates and opening/closing times or to even cancel the Exhibition.
21. All moving parts of machinery forming parts of a stand or exhibit shall be securely fenced and comply with any requirements of the Work Cover Authority.
22. All fees quoted for the Exhibition are in Australian Dollars with Australian GST applicable. All fees quoted for Sponsorship are in Australian dollars and are as follows:
 - Australian Companies – GST applicable.
 - Non-Australian companies – GST not applicable.
23. Exhibitor information will only be used for the purposes (primary and secondary) which are permitted by the Information Privacy Act 2000, and we will take reasonable steps to ensure that we make the Exhibitor aware of how we use the information. We may use your company information in a variety of ways including: Updating you with Conference information, invoicing, maintaining our relationship with you, and assisting you with future business, provision of an attendees list when you register at the Conference. The organisations to which we make disclosures include: Venues and Service Providers.