

Please complete the below and return to prudence.quinn@hannoverfairs.com.au

EXHIBITOR DETAILS

Company

Street Address

Suburb

State

Postcode

Country

Web

Telephone

ABN

Contact Name

Title

Mobile

Email

PACKAGE DETAILS

A. Exhibition Stand		
Stand No.	Dimensions x	Stand Size m ²
Please select correct rate below:		
	Space only (\$/m ²)	Prebuilt Shell Scheme (\$/m ²)
9-36 sqm	\$530	\$620
45-72 sqm	\$500	\$570
90-135 sqm	\$430	N/A
<p>Space only Inclusions: (min 18sqm). Concrete floorspace only, exhibitor directory listing. (Build, power, flooring, testing & tagging are the responsibility of the exhibitor).</p> <p>Prebuilt Shell Scheme: (min 9sqm). Floorspace, carpet tiles, white melamine walling within exposed aluminium frame, 2 x LED spotlights per 9sqm, 1 x 4amp power point per stand, fascia with company name & stand number, exhibitor directory listing.</p>		
Exhibition stand total (excl. GST)		\$

B. Additional Items			
Item	Rate	Qty	Sub Total
(i) Public Liability Insurance (PLI) <i>(All exhibitors must have PLI to the value of A\$20Million. The fee will be waived on receipt of a certificate of currency, valid for the period of the exhibition, including Bump-In and Bump-Out from 22-27 July 2020)</i>	\$237		
(ii) Co-exhibitor fee <i>(The Co-exhibitor form will be forwarded for completion. Fee is applicable for each co-exhibitor on your stand)</i>	\$567		
Additional Items Total (excl. GST)			\$

COST SUMMARY	
Section A Total	\$
Section B Total	\$
Sub Total	\$
GST (10%)	\$
TOTAL EXHIBITION COST	\$

PAYMENT TERMS

A 20% of the total stand cost is payable within 30 days to secure your booking. Subsequent payments will be issued as per the Terms & Conditions.

PAYMENT OPTIONS

Electronic Funds Transfer (EFT) will be made to: Bank: CBA BSB: 062-000 Acc. No. 1622 7687

Online with Credit Card: Pay online using Mastercard/Visa/AMEX via our BPOINT credit card portal. Please quote invoice number as the BPOINT Reference.

By Cheque: Cheque to made payable to Hannover Fairs Australia Pty Ltd and mail to PO Box H311, Australia Square NSW 1215.

Tax Invoices will be supplied for your records.

APPROVAL

I/We acknowledge that the submission of this Application Form shall be deemed to be a confirmation of our participation in CeMAT AUSTRALIA 2020.

I/We have read the terms and conditions (overleaf) and accept them as part of the contract to exhibit.

Signature

Date

Authorised Signatory Name

Job Title

RETURN APPLICATION FORM TO
Hannover Fairs Australia Pty Ltd
Level 11, 60 Pitt Street
Sydney, NSW 2000, Australia

Note: For full PDF functionality, please download the latest version of Adobe Reader®.

TERMS AND CONDITIONS FOR PARTICIPATION

1. Definitions

'Exhibition' shall mean the CeMAT AUSTRALIA 2020 event, which will take place from 14-16 July 2020, in Melbourne, Australia.

'Organiser' shall mean 'Hannover Fairs Australia Pty Ltd.

'Exhibitor' shall mean any person, firm or organisation who is allocated a stand space by the Organiser in the Exhibition.

'Co-exhibitor' shall mean any person, firm or organisation that is exhibiting its own products or services on the stand space of an Exhibitor.

2. Application for participation & acceptance

An application for stand space shall be made on the prescribed application form overleaf (AFSS) and submitted to the Organiser. The submission of the AFSS shall be deemed to be confirmation of participation and of the Exhibitor's and any Co-exhibitor's full acceptance of these Terms and Conditions for Participation (Terms), which incorporate the CeMAT AUSTRALIA 2020 Exhibitor Service Manual (Manual) and the AFSS. To the extent of any inconsistency, these Terms and then the Manual prevails.

The Organiser is entitled to reduce the size of the Exhibitor's stand and modify the number of open sides. The Organiser is entitled to change the location of the Exhibitor's stand. In the case of any change in accordance with this clause, the Organiser will consult with the Exhibitor in relation to the location of a mutually satisfactory stand of similar quality location to the originally booked stand but the final decision is in the Organiser's absolute discretion.

3. Rental of stand fittings, design and signs

The Exhibitor must consult and liaise with the Organiser's contractor (as notified to the Exhibitor) in relation to the individual design of the Exhibitor's stand, including furniture, fittings, fixtures and utilities. The design of the Exhibitor's stand must be compliant with all applicable construction laws and regulations and with the Organiser's construction guidelines from time to time and is subject to approval by the Organiser. The AFSS and confirmation of its receipt do not constitute approval of the Exhibitor's proposed stand design.

Unless otherwise specified in the scope of the Organiser's services, any costs incurred by the Exhibitor relating to the individual design of the Exhibitor's stand are the responsibility of the Exhibitor, regardless of any alterations made by the Organiser on the Exhibition floor.

4. Co-exhibitors

Stand areas are generally made available for the use of one Exhibitor only. In certain circumstances in its absolute discretion, the Organiser may agree to the use of the stand area by another person, firm or organisation through the acceptance of an AFSS made by the Exhibitor and countersigned by the proposed Co-exhibitor.

Each Exhibitor with a stand utilised by a Co-exhibitor will be charged an additional fee per Co-exhibitor.

To the extent that exercise by the Organiser of rights in relation to an Exhibitor may affect a Co-exhibitor, the Co-exhibitor acknowledges and agrees that the Organiser is not liable to the Co-exhibitor for any loss arising from the exercise of those rights.

The Exhibitor must ensure that any Co-exhibitor complies with these Terms. The Exhibitor is liable to the Organiser for any breach of these Terms by the Exhibitor, its Co-exhibitor, their employees, contractors or agents and for any loss, damage, cost or expense incurred in connection with the Exhibition caused or contributed to by the act or omission of the Exhibitor, its Co-exhibitor, their employees, contractors or agents.

5. Insurance

- A one-time flat public liability insurance charge for the period of the Exhibition for up to AUD 20,000,000 (Insurance Charge) as indicated on the AFSS will be levied on the Exhibitor for itself and additionally for any Co-exhibitor.
- The Insurance Charge will be waived for those Exhibitors that provide a copy of an existing public liability insurance policy, which covers it and any Co-exhibitor for legal liability for up to AUD 20,000,000 in respect of:
 - damage to any real or personal property, including any damage to the Exhibition venue or to any fitting, equipment or other property in the Exhibition venue; and
 - injury to, or death of, any person arising out of or in connection with the Exhibitor's or Co-exhibitor's participation in or attendance at the Exhibition.
- The Exhibitor and any Co-exhibitor must also effect and maintain at their own expense insurance on their own property, and that of their employees, agents and contractors, against fire, theft, damage or loss, howsoever caused. The period of insurance must be from the time the Exhibitor or Co-exhibitor first enter the Exhibition venue until all their exhibits have been properly removed to the satisfaction of the Organiser (12-17 July 2020). If the Organiser so requires the Exhibitor or Co-exhibitor shall provide proof to the Organiser that the Exhibitor or Co-exhibitor have adequate insurance coverage.
- The Exhibitor and any Co-exhibitor must also hold workers compensation insurance as required by law.

6. Terms of payment

- For AFSS received on or before 31 December 2018, a non-refundable deposit of 20% of the total stand space rental charges plus 100% of the Co-exhibitor's fee, stand upgrade charge and insurance. Further 40% will be due on the 14 January 2019 with the remaining balance due on 1 April 2020.
- For AFSS received after 31 December 2018 and before 30 November 2019 a non-refundable deposit of 40% of the total stand space and rental charges plus 100% of the Co-exhibitor's fee, stand upgrade charge and Insurance Charge will become due and payable within 40 days; the remaining 60% of the balance is due no later than 1 April 2020.
- For AFSS received after 1 December 2019 and before 30 April 2020 a non-refundable deposit of 50% of the total stand space and rental charges plus 100% of the Co-exhibitor's fee, stand upgrade charge and Insurance Charge will become due and payable within 30 days; the remaining 50% of the balance is due no later than 1 June 2019.
- For AFSS received after 1 May 2020 and before 31 May 2020 the total stand space and rental charges plus 100% of the Co-exhibitor's fee, stand upgrade charge and Insurance Charge will become due and payable within 30 days.
- For AFSS received from 1 June 2020 until the Event the total stand space and rental charges plus 100% of the Co-exhibitor's fee, stand upgrade charge and Insurance Charge will become due and payable within 7 days. All payments must be cleared in The Organiser bank before being allowed access to the event.

7. Withdrawals

- By submitting the AFSS the Exhibitor undertakes to pay the total stand space rental charges shown on the AFSS, including the Co-exhibitor's fee, stand upgrade charge, furniture charge and Insurance Charge.
- If the Exhibitor wishes to withdraw from, cancel, alter, or reduce in any way their booking in the Exhibition they must give written notice to the Organiser to do so. If the Exhibitor wishes to alter or reduce their booking, the Organiser is not obliged to vary the charges shown on the AFSS. The Exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- If the Exhibitor withdraws on or before 7 January 2019, the Organiser remains entitled to 40% of the total stand space rental charges shown on the AFSS plus 100% of the Co-exhibitor's fee and Insurance Charge. If the Exhibitor has not yet paid, the Exhibitor is obligated to pay those amounts within 7 days of giving notice of withdrawal. In any case, the Exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- If the Exhibitor withdraws on or after 8 January 2019, the Organiser remains entitled to 50% of the total stand space rental charges shown on the AFSS plus 100% of the Co-exhibitor's fee and Insurance Charge and no refund of payment(s) will be made. If the Exhibitor withdraws on or after 1 January 2020, 100% of all charges are payable. If the Exhibitor has not yet paid, the Exhibitor is obligated to pay those amounts within 7 days of giving notice of withdrawal. In any case, the Exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- No refund for the cancellation of any stand upgrade charge and/or furniture charge (made either in an AFSS or separately) will be given for cancellations received after 7 June 2019.

8. Cancellation of Exhibition

If in the Organiser's absolute discretion the Organiser determines that the Exhibition cannot proceed or should be cancelled for serious cause, including circumstances not within the Organiser's reasonable control, the Organiser is entitled to cancel the Exhibition. HFA will refund the Exhibitor in full for all monies paid to HFA at time of event cancellation.

9. Movement of exhibits

- The Exhibitor shall bear the responsibility and expenses for the transport of exhibits to the Exhibition venue.
- The Exhibitor shall submit a list of exhibits to the Organiser at least thirty days prior to the start of the exhibition.
- No exhibits or other related articles will be permitted out of the Exhibition venue before the conclusion of the exhibition. The Exhibitor shall indemnify the Organiser against any loss, damages, cost or expense incurred by reason of delay in moving exhibits or other related articles, or of damage to the Exhibition venue caused by the Exhibitor, any Co-exhibitor, their employees, contractors or agents moving exhibits or other articles.

10. Limitation of liability and indemnity

To the fullest extent permitted by law, the parties agree that the Organiser, its directors, trustees, officers, employees, agents and representatives shall not be responsible for any losses, damages to property or injuries to persons arising out of or in connection with the Exhibition.

The Exhibitor indemnifies and holds the Organiser, its directors, trustees, officers, employees, agents and representatives harmless in respect of all costs, claims, liabilities, losses, demands, proceedings and expenses to which the Organiser, its directors, trustees, officers, employees, agents and representatives may in any way be subject and against all costs, claims, liabilities, losses, demands, proceedings and expenses (including but not limited to liabilities resulting from personal injury or death to members of the public, the staff of the local authorities, or staff of the Organiser or exhibitors' or co-exhibitors' staff, agents or contractors) caused or contributed to by any act or omission of the Exhibitor or Co-exhibitor or any of their representatives, employees, agents, contractors or invitees arising out of or in connection with the Exhibition or by anything owned, operated, worked, exhibited, displayed, demonstrated by or under the control, direct or indirect, of the Exhibitor or Co-exhibitor, or by anything sold or otherwise supplied in any way by the Exhibitor or Co-exhibitor.

The Organiser shall not in any event be held responsible for any loss or damages whatsoever (including loss of profits suffered by the Exhibitor or Co-exhibitor) as a result of any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of the Exhibitor's stand or for the failure of any service normally provided at the Exhibition venue, for the cancellation or part-time opening of the Exhibition either as a whole or in part, or for amendments or alterations to all or any of these Terms caused by any circumstance not within their control.

11. Security Responsibility

The Organiser, its directors, trustees, officers, employees, agents and representatives will not be responsible for the safety of property or articles of any kind brought into the Exhibition by the Exhibitors or any Co-exhibitor or any of their employees, agents or contractors, members of the public or any person whatsoever. At all times, security of exhibits, stands and furniture is wholly the responsibility of the Exhibitor.

Under no circumstances shall the Organiser be obliged to make good or accept any responsibility or liability however arising in respect of damage to or theft or loss of any property or articles however placed, deposited, brought into or left at the Exhibition venue either by the Exhibitor or Co-exhibitor for its use or purpose or by any other person, and the Exhibitor must indemnify the Organiser, its employees, agents and offices in respect thereof.

12. Damage to the Exhibition venue

The Exhibitor and any Co-exhibitor shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the Exhibition venue or to any part or parts thereof or to any fittings, equipment or other property therein, and shall make good and pay for damages thereto (including accident damage and damage by fire) caused by act or omission of the Exhibitor or Co-exhibitor, or any of their employees agents, representatives, contractors or persons by reason of the use of the Exhibition venue by the Exhibitor and Co-exhibitor.

13. Compliance with laws

The Exhibitor and any Co-exhibitor must comply with all laws and policies (including but not limited to the policies of the Organiser and the owners and managers of the Exhibition venue) from time to time and all reasonable directions of the Organiser in connection with the Exhibitor's or Co-exhibitor's participation in the Exhibition.

14. Breach of these Terms

A breach of these Terms may, in the Organiser's absolute discretion, result in the exclusion of the Exhibitor or any Co-exhibitor from the Exhibition, and the Exhibitor and any Co-exhibitor shall have no right to claim compensation or demand refund of any payments already made, or any loss or expenses, nor shall the Exhibitor be released from its contractual obligation to pay.

15. Co-operative Web-Marketing Agreement

The Exhibitor and any Co-exhibitor agrees to proactively promote their participation in the Exhibition in a prominent location on its website. Such promotion shall at a minimum include the CeMAT AUSTRALIA logo with embedded hyperlink to the main CeMAT AUSTRALIA website. The Organiser will provide the content necessary for this purpose. The Organiser retains all intellectual property rights and grants the Exhibitor and any Co-exhibitor a non-exclusive, royalty-free, non-transferable licence to display the content provided to it, including the Organiser's trade mark, on the Exhibitor's and any Co-exhibitor's website for a period commencing 7 days after the acceptance by the Organiser of the AFSS and concluding on 16 July 2020 or any other earlier date notified to the Exhibitor and any Co-exhibitor by the Organiser.

16. Privacy

Information collected by the Organiser from the Exhibitor or any Co-exhibitor is used and stored in compliance with the Organiser's privacy policy, which is available at www.cemat.com.au/privacy-policy. This information is used only by the Organiser and its contractors to organise the Exhibition, and is not disclosed to any other third parties. The Manual specifies, for each of the forms used to collect data, the names, addresses and roles of the likely contractor to which the information will be forwarded, the purpose of providing the information, whether submission is compulsory or optional, and the cut-off dates by which the information must be provided and cannot be changed.

17. Miscellaneous

- a) The Exhibitor and any Co-exhibitor understands that the Exhibition is a business event and that their presentation and participation reflects this, including but not limited to in respect of product distribution and attire for all personnel.
- b) The Organiser may in its absolute discretion provide assistance with visas to an overseasbased Exhibitor or Co-exhibitor travelling to Australia for the Exhibition but will not do so until the Exhibitor or Co-exhibitor has made full payment to the Organiser.
- c) The Exhibitor and any Co-exhibitor is prohibited from making any sales in exchange for cash at the Exhibition venue. The taking of orders requiring future payment is acceptable. Without otherwise limiting these Terms, the Organiser reserves the right to exclude the Exhibitor or any Co-exhibitor from the Exhibition if the Exhibitor or any Co-exhibitor breaches this clause, and no compensation shall be payable by the Organiser to the Exhibitor or Co-exhibitor.
- d) The Exhibitor and any Co-exhibitor must have personnel in attendance at the stand during the entire opening hours of the Exhibition, including until 5.00pm on the closing day and must not pack up or otherwise dismantle the stand until the closing time of the Exhibition. Any Exhibitor or Co-exhibitor in breach of this clause shall be considered a safety risk and to be actioned in accordance with the Exhibition venue's security policy.
- e) The Exhibitor and Co-exhibitor must not assign or otherwise transfer any of its rights or obligations under these Terms.
- f) If the Organiser fails to enforce, or delays in enforcing, any of these Terms, this will not operate as a waiver and will not affect the Organiser's right to later require strict compliance with these Terms.
- g) These Terms record the entire agreement between the Exhibitor and the Organiser relating to the matters dealt with in these Terms and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.
- h) These Terms are subject to any obligations or prohibitions imposed on the Organiser by law from time to time, the exclusion or enforcement of which would contravene any statute or cause these Terms or any part of them to be void.
- i) Where a dispute shall arise concerning interpretation of these Terms, the English text of these Terms shall be deemed to be final.
- j) These Terms are governed by the laws of New South Wales and the Exhibitor and any Co-exhibitor submits to the non-exclusive jurisdiction of the courts of New South Wales.