

# ICTC Mainstreet 2017

## Sponsors/Exhibitors Terms and Conditions

Welcome to the International Cities, Town Centres and Communities (ICTC) Society and Mainstreet Australia 2017 Conference. This document contains the standard terms and conditions of participating in ICTC Mainstreet 2017 that form part of the contract. It should be read in conjunction with the Sponsorship and Exhibition Prospectus.

### **The Contract**

1. The term "Organiser" refers to ICTC Society and Mainstreet Australia and includes associations, corporate and government bodies who have engaged ICTC Society and Mainstreet Australia as their representative.
2. The term "Exhibitor" includes any person, firm, company or corporation and its employees and agents identified in the Application Form or other written request for exhibition space.
3. The term "Sponsor" includes any person, firm, company or corporation and its employees and agents identified in the Application Form or other written request for sponsorship.
4. A "contract" is formed between the Organiser and Exhibitor and/or Sponsor when the Organiser accepts the signed Application Form and receives 50% of the total owing as a deposit and/or the Host City Nomination Form and initial deposit.
5. The Organiser may cancel the contract at their discretion if the agreed deposit is not received within 28 days of lodging the Application Form. Additionally, the Organiser reserves the right to cancel the contract by returning the deposit within 28 days of receipt.

### **The Application**

6. The Organiser reserves the right to refuse application or prohibit any Exhibitor and/or Sponsor from participation without assigning a reason for such refusal or prohibition.

## **Exhibition**

### **Obligations and Rights of the Organiser**

7. The decision of the Organiser is final and decisive on any question not covered in the contract.
8. The Organiser agrees to allocate the Exhibitor an exhibition space as close as possible to their desired location.
9. The Organiser reserves the right in unforeseen circumstances to amend or alter the exact site of the location of the stand and the Exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the Organiser.
10. The Organiser reserves the right to change the exhibition floor layout if necessary.
11. The Organiser is responsible for the control of the exhibition area only.
12. The Organiser may shorten or lengthen the duration of the exhibition and alter the hours during which the exhibition is open to visitors.
13. The Organiser agrees to provide the Exhibitor with an Exhibitor Kit prior to the exhibition for the purpose of communicating required actions on the part of the Exhibitor.
14. The Organiser has the right to take action based on verbal or written directions including those contained in the Exhibitor Kit. This is to ensure that all laws in connection with the exhibition are complied with, to prevent damage to person or property and to maximise the commercial success of the exhibition.
15. The Organiser may refuse without limitation to permit activity within the exhibition or may require cessation of particular activities at their discretion.
16. The Organiser reserves the right to specify heights of walls and coverings for display areas.
17. The Organiser reserves the right to disapprove the content and presentation of the Exhibition catalogues, acknowledgments, handbills and printed matter with respect to the exhibition.
18. The Organiser may determine the hours during which the Exhibitor will have access to the exhibition venue for the purpose of setting up and dismantling.
19. The Organiser reserves the right to refuse any person including exhibitor staff, representatives, visitors, contractors and/or agents entry to the exhibition if they do not hold a purchased or complimentary entry card.
20. The Organiser will specify conditions relating to the movement of goods and displays, prior, during and after the exhibition.
21. The Organiser will specify any regulations with regard to sound levels including microphones, sound amplification, machine demonstrations and videos. The Exhibitor agrees to abide by these.
22. The Organiser will accept no liability for loss or damage of equipment displayed or used by the Exhibitor.
23. The Organiser will arrange for daily cleaning of the aisles outside the exhibition open hours.

### **Obligations and Rights of the Exhibitor**

24. The Exhibitor must ensure that all accounts are finalised and paid by the start date of the exhibition.
25. The Exhibitor must use allocated space only for the display and promotion of goods and/or services within the scope of the exhibition.
26. The Exhibitor must make every effort to maximise promotion and commercial benefits of participating in the exhibition.
27. The Exhibitor must comply with all directions / requests issued by the Organiser including those outlined in the Exhibitor Manual.

28. The Exhibitor must comply with all applicable laws, including laws in relation to occupational health & safety. The Exhibitor will therefore act with care to avoid damage to persons or property in the exhibition.
29. The Exhibitor must ensure the cleanliness and tidiness of their allocated space. Upon the conclusion of the exhibition the Exhibitor will promptly remove all exhibits, tools and other materials. If the Exhibitor fails or refuses to do so, the Organiser will make arrangements for this to be done by an external party at a cost to be paid by the Exhibitor.
30. The Exhibitor will not display an exhibit in such a manner as to obstruct or affect neighbouring exhibitors. This includes blocking or projecting light, impeding or projecting into aisles or neighbouring exhibition space.
31. The Exhibitor will submit plans and visuals of custom designed exhibits to the Organiser for approval prior to the commencement of the exhibition. Exhibitors failing to do so may be denied access to the exhibition to set-up or may be requested to cease building.
32. The Exhibitor is responsible for all items within their allocated exhibition space.
33. The Exhibitor agrees to adhere to all fire regulations and will refrain from using flammable or dangerous materials within the exhibition. Written approval must be sought from the Organiser if flammable or dangerous materials are required for the success of the exhibit.
34. The Exhibitor will not use nails, screws or other fixtures on any part of the premises including walls and floor unless authorised by the Organiser. In any case all permanent damage will result in the Exhibitor paying for all repairs. An invoice will be issued after the event and will be payable within 14 days.
35. The Exhibitor agrees to comply with all instructions relating to delivery times. The Exhibitor acknowledges that the Organiser will not be able to provide assistance in tracking lost deliveries. The Exhibitor agrees that the Organiser will not be liable for any goods rejected by the venue or lost or damaged prior to the delivery date specified or on return.
36. The Exhibitor agrees to abide by requests made by the Organiser to stop any activity that may cause annoyance to others in the exhibition.
37. The Exhibitor agrees to conduct all business transactions within their allocation exhibition space unless otherwise approved by the Organiser.

#### **Storage of goods**

38. Instructions regarding storage will be outlined in the Exhibitor Manual distributed prior to the exhibition. Under no circumstances are goods permitted to be stored in public areas.

#### **Stand Services and Construction**

39. Official contractors will be appointed by the Organiser to undertake stand construction plus supply furniture, electrics, telecoms and IT equipment. This is for insurance and security reasons. All non-official contractors wishing to enter the exhibition are required to produce current Certificates of Currency for Insurance, Public Liability and OH&S. Access will be denied without such documentation.

#### **Insurance and Liability**

40. All Exhibitors must have Public Liability Insurance for the period of the exhibition and must be able to produce this documentation immediately at the request of the Organiser.
41. Exhibitors must insure, indemnify and hold the Organiser harmless in respect of all damages, injuries, costs, claims, demands, expenses and interest for which the Organiser may become liable.
42. Whilst the Organiser will endeavour to protect exhibition property whilst on display at the exhibition, it must be clearly understood that the venue, the Organising Committee and the Organiser cannot accept liability for any loss or damage to property sustained or occasioned from any cause whatsoever.
43. The Organiser shall not be liable for any loss, which the exhibitor may incur as a result of the intervention of any Authority, which prevents the use of the premises or any part thereof in any manner whatsoever.
44. The Organiser will not be liable and makes no guarantee of the number of visitors to the exhibition. Equally the Organiser will not be accountable for the level of commercial activity generated.

#### **Payment and Cancellation**

45. The Exhibitor has seven (7) days in which to make their final payment when it falls due. After this time the stand will be available for sale to another company. All deposits paid will automatically be forfeited and NO refund will be made. NO exhibitor shall occupy allocated exhibition space until all monies owing to the Organiser by the Exhibitor are paid in full.
46. 50% of your total exhibition fee must accompany your booking.
47. All outstanding monies must be received by 21st July 2017.
48. Should payment not be received by the due date, the Organisers will release the assigned space and any deposits paid will be forfeited.
49. Payments are to be made in Australian dollars by cheque or bank draft. All prices quoted in the prospectus include GST.
50. Payments are to be made payable to: "ICTC Society No 2 Account", PO Box 2313, BROOKSIDE CENTRE Qld 4053, AUSTRALIA
51. In the event that the Exhibitor fails to occupy their allocated exhibition space by the advertised opening time, the Organiser is authorised to occupy this space in any manner deemed to be in the best interest of the Exhibition. The Exhibitor contracted to this space will remain liable to all Terms and Conditions of Contract and will not be eligible for a refund.
52. In exceptional circumstances the Organiser will consider Exhibitor cancellation; but only if the following conditions are complied with:
  - a. The request for cancellation is submitted in writing.
  - b. The request is received at least six (6) months prior to the exhibition.
  - c. The Organiser is able to re-let the cancelled space in its entirety.
  - d. The reason for the cancellation is, in the opinion of the Organiser, well founded. This excludes bankruptcy, liquidation & receivership.

53. The Exhibitor accepts that upon cancellation 25% of the total contracted cost to exhibit will be retained by the Organiser. If cancellation occurs prior to the first payment the Exhibitor will be invoiced and required to pay this amount within a period of 30 days. If cancellation occurs within six (6) months of the commencement of the exhibition, 50% of the contracted cost to exhibit will be retained by the Organiser. If cancellation occurs within three (3) months of the commencement of the exhibition, 100% of the contracted cost to exhibit will be retained by the Organiser.

## **Sponsorship**

### **Payment and Cancellation**

54. 50% of your total sponsorship fee must accompany your booking (excluding host city sponsors).
55. All outstanding monies must be received by 21<sup>st</sup> July 2017.
56. Should payment not be received by the due date, the Organisers will release the assigned space and any deposits paid will be forfeited.
57. Payments are to be made in Australian dollars by cheque or bank draft. All prices quoted in the prospectus include GST.
58. Payments are to be made payable to: "ICTC Society No 2 Account", PO Box 2313, Brookside Centre Qld 4053, AUSTRALIA
59. Your cancellation must be advised in writing.
60. The Sponsor accepts that upon cancellation 25% of the total contracted cost to sponsor will be retained by the Organiser. If cancellation occurs prior to the first payment the Sponsor will be invoiced and required to pay this amount within a period of 30 days. If cancellation occurs within six (6) months of the commencement of the event, 50% of the contracted cost to sponsor will be retained by the Organiser. If cancellation occurs within three (3) months of the commencement of the exhibition, 100% of the contracted cost to sponsor will be retained by the Organiser.
  
61. The Organiser appreciates your support and cooperation and looks forward to working with you.

The information contained in this prospectus is correct at the time of publication. The committee reserves the right to change any part of the prospectus.