

TERMS & CONDITIONS

2020 EVENT

Wanneroo Festival is operated by the City of Wanneroo. The Event Organiser 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 event site and generally for the efficient running of the event.

Definitions: The term "Exhibitor" shall mean and includes all employees and/or agents of any company, partnership or individual exhibiting and the term "Event" shall mean Wanneroo Festival. 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 Event.

GENERAL

The decision of the Event Organisers in all matters pertaining to the Wanneroo Festival whether contained in these terms or not, is final. The completion and return of this form will be deemed as confirmation of acceptance of these terms and conditions. The contractual price (unless otherwise stated by the Organiser) does not include the loading and handling of equipment/goods of any kind.

Electrical power must be organised through the Organiser a minimum of four weeks prior to the Event. All leads brought onto site must be tested and tagged.

Bins will be provided for event attendees but it is the responsibility of the exhibitor to take all litter caused by them away from the site.

The Organiser reserves the right to refuse any person admission to the Event without assigning any reason.

CANCELLATIONS

If the Exhibitor cancels all or part of the exhibit space, they must do so in writing to the Organiser.

A refund will only be given if a suitable exhibitor is found to fill the space otherwise you will be liable for the full cost of the stand space. If the holding of the Event or the supply of any service by the Organiser is prevented, postponed or abandoned by reason of fire, weather conditions, national emergency, dispute, strike, 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 Event, the Organiser may to their discretion, refund part of the costs 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.

The Organiser reserves the right to reject an application to exhibit, or cancel any booking to exhibit, with written notice without any reason being given.

In the event of refusal or cancellation, the Organiser will not enter into correspondence on the subject. Any moneys paid prior to notification in writing of rejection/cancellation will be refunded in full provided all other payment and booking conditions have been met. 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 payments paid as liquidated damages in reimbursements of management costs and other fees and expenses.

DEPOSIT/PAYMENTS

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.

Full payment is required to confirm your site booking and must be received in full no later than Friday 6 September 2019. Failure to remit payment by the due date will result in your site being sold or discounted to another exhibitor with the full price still payable by the Exhibitor.

BUMP IN/BUMP OUT

Bump in and bump out are detailed in full in the Exhibitor information that will be sent out prior to the event.

Allocated times must be adhered to and the dismantling of stands can only commence once the Event has closed. No exhibitor may cease trading or move off site before the time allocated by the Organiser on the Event Day, except by express authorisation of the Organiser. Sites must be completely cleared of all rubbish and materials no later than 10pm on Event Day, except by advance authorisation from the Organiser. After this time the Organiser may have objects found on site removed. Any costs will be charged to the Exhibitor. Exhibitors must leave the site in the condition that they found them. Dilapidation and damage caused by an Exhibitor will be assessed by the Organiser and the cost of repairs etc. will be charged to the Exhibitor. Any damage must be repaired.

SITES

The Exhibitor is at all times during the Event including pre and post opening:

- a. required to keep their stand open to view and properly staffed by competent representatives during the Event open times – failure to do so will result in a \$100 charge which will be made post event.
- b. responsible for the maintenance of their stand and display space to be kept in a clean and tidy condition,

- c. required to conduct their business/ activity only from their display space and to keep passageways in front of their display space free from any obstruction,
- d. prohibited from holding or allowing an auction, lottery or sideshow to take place without Organiser 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 doing anything which, in the sole opinion of the Organiser, may bring discredit upon the Event. Exhibits must fall within the scope of the Event. No other exhibit or product is to be displayed without prior written consent of the Organiser. The construction, erection and dismantling shall be carried out under the supervision of and subject to conditions given by the Organiser. Any stand considered not to be in the best interest of the Event may be removed or altered by the Organiser at the expense of the Exhibitor. 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 Event. A cost adjustment will be made to any Exhibit in the event of a reduction of their display space.

SHARING OF STANDS

The sub-letting or sharing of stands is strictly prohibited unless prior written consent is obtained from the Event Organiser. The Organiser reserves the right to remove any signage or display stock not considered part of the range specified for the display and normally sold by the exhibitor. Exhibitors are not permitted to distribute brochures, leaflets or advertising materials except from within their own display stand. Any person or persons seen selling separately to the site that hold the booking will be asked to leave the Event immediately. Failure to do so will have both the sublessor and Exhibitor removed without refund. Non exhibiting companies, organisations or clubs are not allowed to place stickers, placards, brochures, magazines, catalogues or signs anywhere in the Event or surrounding ground.

HEALTH & SAFETY, SECURITY

Exhibitors are responsible for the safety of their employees/ assistants, the public and other persons not in their employment on their sites, and especially for safe demonstration of any working exhibits or displays. They must ensure that all their personnel comply with instructions given by the Organiser. Exhibitors are solely responsible for the security of their exhibits and property for the duration of the event including bump in/out. Access to sites must be provided at all times to the Organiser and official safety services for inspection purposes. All businesses must have their own fire extinguishers on their sites where applicable.

INSURANCE & LIABILITY

All exhibitors are required to have their own Public Liability Insurance for the duration of the Event (including bump in and bump out) for a minimum of \$10,000,000. 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. Each exhibitor, by participating in the Event, accepts full responsibility and liability for all and any damages and/or injuries that may occur within the area of their stand.

SELLING & PRODUCTION

Exhibitors are only to sell products and services that are part of their everyday business. Any item deemed to be in breach of this condition will be removed from the Event at the Exhibitors expense. Exhibitors are permitted to sell their brands and their brands only.