



2019 ASSCT INDUSTRY EQUIPMENT EXHIBITION

TUESDAY 30 APRIL TO THURSDAY 2 MAY 2019

TERMS AND CONDITIONS OF CONTRACT

1. TERMS OF REFERENCE

1.1. In these terms and conditions of Contract the following terms shall have the following meanings:

Conference shall mean the 2019 Australian Society of Sugar Cane Technologists (ASSCT) Conference;

Contract means this agreement for a booth at the Industry Equipment Exhibition entered into between the Organisers and the Exhibitor which incorporates these terms and conditions;

Exhibition Contractor shall mean the company supplying the exhibition shells to the Australian Society of Sugar Cane Technologists (ASSCT);

Exhibitor shall include all employees, servants and agents of any company, partnership, firm or individual to whom spaces have been allocated for the purpose of equipment exhibiting;

Exhibits means all and any objects, items, documents, equipment, machinery photographs, charts, goods and products used or displayed at the Conference;

Industry Equipment Exhibition means the period that the Exhibits are displayed at the Conference;

Organisers shall mean the Conference Organising Committee as appointed by the Executive Committee of the Australian Society of Sugar Cane Technologists, PO Box 5596, Mackay Mail Centre Q 4741;

Exhibition Coordinator shall mean the person selected by the Conference Organising Committee to coordinate the setting up and operation of the Industry Equipment Exhibition.

2. APPLICATION FOR PARTICIPATION

2.1 The application shall be submitted to the Organisers accompanied by the required deposit. The submission of the deposit shall be deemed to be confirmation of acceptance of these TERMS AND CONDITIONS OF CONTRACT.

2.2 While Supporting Members are entitled to be represented at the Industry Equipment Exhibition of the ASSCT by any number of delegates, those delegates should purchase entry tickets to the Conference social functions they wish to attend.

2.3 The Organisers reserve the right to accept or refuse any application without giving any reason.

3. ALLOCATION OF BOOTHS

3.1 Booths will be allocated on a *first come-first served* basis.

3.2 The Organisers reserve the right to change the booth allocated to the Exhibitor at any time prior to the commencement of the Industry Equipment Exhibition.

4. USE OF BOOTHS

- 4.1 Exhibitors are bound to exhibit their products during all hours of operation of the Industry Equipment Exhibition.
- 4.2 Exhibitors will be liable for any damage to the walls of booths, or walls of the Clive Berghofer Recreation Centre (CBRC) University of Southern Queensland (USQ), in which their exhibits are placed and must not paint or otherwise alter the floors, ceilings, pillars or walls of the CBRC.
- 4.3 Should an Exhibitor require special walls or flooring or require heavy or bulky items to be placed in their designated booth area, they must contact the Exhibition Contractor with their special requirements. All costs will be at the Exhibitors expense and arrangement.
- 4.4 The use of nails and/or screws on walls or floors is strictly prohibited. Any damage will be charged to individual Exhibitors operating their booth.
- 4.5 Flammable and toxic products such as solvents, gases, or combustible liquids must not be brought into the Industry Equipment Exhibition without the prior approval of the Exhibition Coordinator.
- 4.6 The Exhibitor acknowledges that it is a requirement of Workplace, Health and Safety that no exhibit extends into the aisles of the Industry Equipment Exhibition.
- 4.7 Exhibitors must keep their display within the confines of their designated booth area. In exceptional circumstances, this ruling may be waived, if the Exhibitor seeks and obtains prior approval from the Exhibition Coordinator.

5. TERMS OF PAYMENT

- 5.1 All (single 3m x 3m) booth fees shall be **\$3 000** which includes one Supporting membership for the ASSCT. An additional (second) booth fee is **\$2 795**. All (single 3m x 1m) booth fees shall be **\$2 000** which includes one Supporting membership for the ASSCT. An additional (second) booth fee is **\$1 795**.
- 5.2 A deposit of **\$300** for each booth is payable upon booking. The balance shall be paid by 8 February 2019. Payment by the stipulated date is a pre-requisite to participate in the Industry Equipment Exhibition.
- 5.3 In the event of default in payment by the stipulated date, the Organisers reserve the right to refuse participation, and to claim all dues from the defaulting Exhibitor who shall not be entitled to any form of compensation.

6. WITHDRAWAL BY EXHIBITOR

- 6.1 If an Exhibitor cancels the booth allocated after the deposit has been paid, the Exhibitor will forfeit the deposit paid unless cancellation occurs not less than thirty days prior to the commencement of the Industry Equipment Exhibition, in which case, fifty (50) per cent of the cost of the booth will be retained by the Organisers.

7. CHANGES

- 7.1 The Organisers reserve the right to change the venue and duration of the Industry Equipment Exhibition, if circumstances demand. In the event of a change of venue and/or duration, the agreement to participate shall remain in force, so long as the Exhibitor is informed at least one month before the commencement date of the Conference and Industry Equipment Exhibition.

- 7.2 In the event of a change of venue, change of date or cancellation of the Industry Equipment Exhibition, the Exhibitors shall not be entitled to any claim for compensation in connection with their booking.

8. MOVEMENT OF EXHIBITS

- 8.1 The Exhibitors are responsible for arranging the transport of their exhibits at their own expense to and from the Industry Equipment Exhibition venue.
- 8.2 Exhibitors must make their own arrangements for storage and warehousing of their exhibits, according to the guidelines of the ASSCT circulars.
- 8.3 Exhibitors must remove all exhibits from the MECC at the conclusion of the Industry Equipment Exhibition within the period stipulated by the Organisers, and shall indemnify the Organisers against any loss by reason of delay or damage to the Centre.

NOTE: After 16:00 on Thursday 2 May, exhibitors will be required to pack up and remove their equipment by 10:00 Friday 3 May so that the dismantling of the booths can take place.

9. FAILURE OF SERVICES

- 9.1 The Organisers shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributable to the cancellation, suspension or reduction of the scheduled Industry Equipment Exhibition from the period advertised or specified due to:
- (a) Force Majeure.
 - (b) Acts of War, Military Activity, Municipal Statutory, Civil authority requisition or acts of Terrorism.
 - (c) Fire, flood, tempest, excessively inclement weather, earthquake or a combination of the same.
 - (d) Damage caused by an aerial object or aircraft.
 - (e) Strikes or lockouts by workmen AND in the event the Industry Equipment Exhibition is cancelled, reduced or postponed then and in any event the fees paid to the Organisers, or any part thereof may be refunded at the absolute discretion of the Organisers to the Exhibitor BUT without prejudice to the Organiser's right to appropriate the entire sum or any part thereof for its own purpose.

10. SECURITY

- 10.1 The Organisers shall take security precautions in the interest of the Exhibitors and visitors. However, the Organisers shall not be held responsible for any loss, theft of or damage to exhibits at the Industry Equipment Exhibition during the build-up, exhibition and dismantling period. The Organisers shall not be held responsible for any loss of or damage to exhibits or any articles belonging to the Exhibitor.

11. INSURANCE, LIABILITY AND RISKS

- 11.1 All Exhibitors must insure, indemnify and hold the Organisers harmless in respect of all damages, injuries, costs, claims, demands, expenses and interest for which the Organisers may become liable as a result of injury, loss or damage arising to any persons howsoever caused while such person or persons are upon, examining or passing the Exhibitor's Industry Equipment Exhibition booth, during the course of the Industry

Equipment Exhibition.

- 11.2 The liability or risks of the employees, agents or exhibits shall be the sole responsibility of the Exhibitor.
- 11.3 All Exhibits shall be at the risk of the Exhibitor and the Organisers shall not be held responsible for any theft, loss or damage of Exhibits prior to, during or after completion of the Industry Equipment Exhibition. Exhibitors shall effect and maintain insurance for an amount equal to or greater than the value of the Exhibits.
- 11.4 All care must be taken by the Exhibitor to ensure that persons visiting their booth cannot be injured or damaged in any way by their exhibit.
- 11.5 All activities carried on at the Industry Equipment Exhibition must comply with the Queensland Workplace Health and Safety Act.
- 11.6 Prior to the Industry Equipment Exhibition, Exhibitors MUST ensure that all electrical equipment, leads, switchboards and plugs are tested and tagged in accordance with the Australian Standard 3760.

12. SERVICE CONNECTIONS

- 12.1 Wireless internet will be available at the conference centre.

13. SUPPLEMENTARY CLAUSES

- 13.1 Whenever necessary, the Organisers shall have the right to issue supplementary regulations or instructions in addition to those contained in this Contract to ensure the smooth management of the Industry Equipment Exhibition. Any additional written regulations or instructions shall form part of the TERMS AND CONDITIONS OF CONTRACT and they shall be binding on the Exhibitor.