

## TERMS AND CONDITIONS

1 THE CONTRACT 1.1 APPLICABILITY: The terms and conditions set forth by this document are applicable to Commerce North West (ABN 20 679 295 842) and its designated employees, agents and representatives (hereby referred to as CNW) and the employees, agents and representatives of any company, Partnership or individual displaying or utilising an assigned space (hereby referred to as the Exhibitor) prior to and during the Mount Isa Mining Expo (hereby referred to as the Exhibition).

1.2 AMENDMENTS: Commerce North West reserves the right to amend or augment the Terms and Conditions or Contract to comply with local, state or federal law, the efficient operation of the Exhibition, or under direction of the Commerce North West management. The Exhibitor shall be informed of all changes made to these Terms and Conditions by email prior to the event.

1.3 COMPLIANCE: Commerce North West and Exhibitor shall comply with all terms and conditions set forth by this document or further revisions, any contracts, and where applicable, all laws and directions set by Government authorities or law enforcement officials or agencies.

1.4 ASSIGNMENT: This contract may not be assigned, transferred or otherwise cancelled without the prior notification in writing and consent of Commerce North West. Commerce North West reserves the right to refuse consent at its discretion without explanation.

1.5 CANCELLATION: The Exhibitor may choose to withdraw from the contract with written notification to the organizer. Cancellation of the booth from the date of purchase to the 1st February 2019 will incur a 50% charge of the value of the booth. Cancellation after the 1st of February 2019 will incur a 100% charge or the full forfeit of funds already paid.

Cancellation of the space from the date of purchase to the 1st February 2019 will incur a 50% charge of the value of the space. Cancellation after the 1st of February 2019 will incur a 100% charge or the full forfeit of funds already paid.

1.6 FAILURE TO APPEAR: Any Exhibitor which fails to notify Commerce North West of a cancellation as covered by 1.5 or fails to appear at the Exhibition on the scheduled dates will be considered to be in breach of contract. All money paid to Commerce North West will be forfeit, all money owed will be immediately due, and/or the Exhibitor will be subject to pay administration or cancellation fees outlined by Commerce North West

1.7 TERMINATION: Commerce North West may terminate the contract with the Exhibitor upon the breach of the Terms and Conditions. Written notice shall be given to the Exhibitor if a termination occurs prior to or at the Exhibition. Any termination will result in a forfeiture of money paid to Commerce North West by the date of termination, and/or subject to cancellation or termination fees outlined by Commerce North West.

1.8 FORCE MAJEURE: If the prevention, delay, or forced abandonment of the Exhibition, Exhibition venue wholly or partially, or the disruption of any services offered in conjunction with the Exhibition due to Major, 'Acts of God', civil or political unrest, threat of harm, violence, or other disturbance, or any other regulation or law which is or becomes effective prior to or during the Exhibition occurs, the Exhibitor shall not hold Commerce North West liable for any costs or subsequent loss. All money paid to Commerce North West prior to such an event will be forfeit. Commerce North West reserves the right to determine if any refunds will be granted on a case by case basis.

1.9 VERBAL AUTHORISATION: Any verbal agreement is only valid after written authorisation or confirmation.

## 2 PAYMENT

2.1 FEES: Payment for all site fees must be done prior to the Exhibition in accordance with the terms set by Commerce North West unless otherwise specified in writing. The prices indicated on the registration form are applicable only if the full amount is paid by the date specified.

2.2 PURCHASES: Payment for all purchases made during the Exhibition must be made within 30 days of the invoice date, unless other payment plan is organised and approved through Commerce North West management. FULL PAYMENT IS REQUIRED TO CONFIRM ALL REGISTRATIONS.

2.3 COLLECTION OF DEBT: Exhibitors will not be able to exhibit until they have paid in full.

2.4 FINES: Any Exhibitor who chooses to pack up before the closing time on the last day of the exhibition will be subject to a fee of 10% of their booth cost or \$500 (the lesser)

## 3 RISK AND COVERAGE

3.1 RISK: Commerce North West and Exhibitors use the venue and the facilities at their own risk. Equipment, goods and products brought or delivered by the Exhibitor shall be at the Exhibitor's risk. Commerce North West and Exhibitor shall exercise due caution around such risks. Commerce North West is not liable or responsible for any personal injury to the Exhibitor or attendees to the Exhibition, the damage or loss to property or the Exhibition site, and any actions or legal proceedings, claims or expenses in connection with the use of the venue by the Exhibitor.

3.2 INDEMNIFICATION: The Exhibitor shall indemnify and hold harmless Commerce North West against liabilities, proceedings, claims, costs and actions against any incident arising during the use of the or venue for the Exhibition by the Exhibitor.

3.3 INSURANCE: Commerce North West requires all Exhibitors to provide a copy of their current Public Liability Certificate prior to the Exhibition which covers all property and personnel prior to and during the Exhibition and complies with all Government regulations and standards. Any Exhibitor which does not provide the documentation prior to the Event must present a copy during the Exhibition or risk a breach of contract.

3.4 LOST OR ABANDONED EQUIPMENT: Any property, equipment, and effects brought to the Exhibition upon entrance with the express or implied invitation or permission to use shall be deemed abandoned if they remain on the Exhibition venue after the scheduled dates of the Exhibition unless prior arrangements with Commerce North West have been made. Commerce North West will dispose of any property at the expense of the Exhibitor, and will not assume liability or responsibility for the loss associated with abandoned property.

## 4 VENUE USAGE

4.1 SIGNS, POSTERS AND ATTACHMENTS: Commerce North West shall not permit any of the following without prior written consent: the fastening of nails, hooks, adhesives, tracks, or screws; the attachment of signs, posters, or any advertising or promotional material outside of the assigned space granted to the Exhibitor on the Exhibition venue; any other fastening or attachment that may damage or deface the Exhibition venue.

4.2 PA SYSTEM: The official PA System will be operated by Commerce North West. No other PA System will be allowed or used at the Exhibition Venue without written consent of Commerce North West.

4.3 BROADCAST, RECORDING, PHOTOGRAPHY, MEDIA, and ADVERTISING RIGHTS: All broadcasting, recording, photography, and other forms of media are strictly prohibited without prior written approval or authorisation by Commerce North West. Any advertising, publicity, or promotional material in connection with the Exhibition must be approved and authorised in writing by Commerce North West prior to release.

4.4 STORAGE: Limited storage facilities are available at the venue. Cartons, containers or other devices that impede or prevent the access or movement of aisles or doorways must be relocated during the prescribed hours

of operation for the Exhibition. If the Exhibitor requires space for storage, contact Commerce North West at 07 4743 988.

4.5 FORKLIFTS: Forklifts and operators are available for usage prior to and after the Exhibition. If the Exhibitor requires use of the forklift or operator, contact Commerce North West at 07 4743 9881.

4.6 FOOD AND BEVERAGES: The Exhibition venue is solely authorised to provide food and beverage services at the Exhibition Venue. The distribution of food or beverage samples by the Exhibitor will be prohibited without the written consent of Commerce North West. The distribution of alcohol is strictly prohibited except by the Exhibition venue.

4.7 SECURITY: Security Personnel will be available for the prescribed dates of the Exhibition to provide 24 hour services under ordinary operating circumstances. Extraordinary circumstances may warrant the additional employment of additional Security Personnel at the discretion of Commerce North West.

4.8 OBJECTIONABLE USE OR PERSONS: Any unauthorized usage of the Exhibition venue or facilities which may be in violation of law, code or regulation may result in a breach of contract and subject to termination and fees outlined by Commerce North West. Any objectionable, disorderly or disruptive behaviour or material which is in violation of law, code or regulation, inclusive of copyright, trademark, patent or other proprietary rights may result in a breach of contract, and may be removed from the Exhibition or refused entrance to the Exhibition without notice. Commerce North West reserves the right to eject any individual, agent, or representative that utilises the Exhibition venue without consent to sell, promote or defame.

4.9 DEFACEMENT OF FACILITY: Any purposeful or willing damage caused to the Exhibition venue by the Exhibitor may result in an immediate termination of contract and be subject to termination fees as outlined by Commerce North West.

4.10 CO-EXHIBITING: The Exhibitor shall not share or co-exhibit any assigned space allocated to the Exhibitor without prior written authorisation of Commerce North West.

## 5 NAME, VENUE, DATES and SITES

5.1 NAME VENUE AND DATES: Commerce North West reserves the right to alter or change the name, Exhibition venue, and/or dates of the Exhibition as a result of 1.8 or any other circumstances as covered by 1.2 of our Terms and Conditions.

5.2 FLOORPLAN AND SITE CHANGE: Commerce North West shall have the right to reconfigure the floor plan layout of the Exhibition as needed. Commerce North West shall have the right to re-allocate any exhibitor's stand as deemed necessary for the efficient operation of the Exhibition.

5.3 Commerce North West reserves the right to refuse any organisation from exhibiting as a result conflicting issues in potential impeding the success of the event.

6 All information provided by exhibitors will be kept confidential and not distributed unless in accordance with the terms and conditions.

7 Commerce North West has permission to use any imagery from the event including exhibitors and their personnel for advertising and promotional use unless otherwise stated by the exhibitor.

## APPLICATION PRIVACY DECLARATION

Under the Privacy Act we may require your authority before we can obtain information from credit reporting agencies regarding your credit history and the credit history of all Guarantors (if any). You and all Guarantors agree that other credit providers and credit reporting agencies may give Commerce North West credit references and reports for the purpose of assessing this application for credit. Commerce North West has

informed you and all guarantors that it will disclose items of personal information about you and all guarantors to other credit providers and credit reporting agencies. You and all Guarantors certify that the information you and all Guarantors provide to Commerce North West is wholly true and not misleading and you acknowledge that Commerce North West will rely on that information in dealing with this credit application. You and all Guarantors agree that Commerce North West may use your email addresses to send you commercial electronic messages from us. You and all Guarantors may withdraw your contact details from our mailing list at any time by contacting us on 07 4743 9881. Your privacy is very important to us. For more information regarding our Privacy Policy, please contact us. I agree to the above information upon application and certify my information is true and correct.