

2018 BIA MELBOURNE BOAT SHOW

TERMS AND CONDITIONS, REGULATIONS

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1 DEFINITIONS

CENTRE:	Melbourne Convention & Exhibition Centre, 2 Clarendon St Southbank Victoria
CONTRACT:	Means the contract entered into between the BIAV and the Exhibitor upon the Exhibitor's receipt of the BIAV acceptance of the Exhibitor's application for space, and includes these Terms and Conditions (unless otherwise agreed in writing between the BIAV and the Exhibitor)
CENTRE MANAGEMENT:	Means the entity having from time to time the legal management control of the Centre
DISPLAY:	The actual exhibit as set up or constructed by the Exhibitor
EVENT:	Means the same as Show
EXHIBITOR	The Person, Firm or Company or other entity that has been granted space in the Show by the BIAV and includes all of the Exhibitors employees, agents and sub-contractors of that person, firm, company or other entity.
INVITATION TO EXHIBIT:	Is any form of documentation distributed by the BIAV that describes the Show planned by the BIAV inviting person, company, firm or organisation to apply for Space online via the Melbourne Boat Show website.
LICENSE FEE:	The sum payable by an Exhibitor in return for the right to occupy the Licensed Premises.
LICENSED PREMISES:	The space allocated by BIAV to an Exhibitor during the Exhibition.
SPACE:	The Licensed Premises designated and allocated to the Exhibitor for the purpose of display and demonstration of products and services.
SHOW:	The 2018 Melbourne Boat Show organised by BIAV, during the licensed period.
SPONSOR:	The Person, Firm or Company or other entity that has made a successful application for paid, contribution and or in kind-support in return for sponsorship entitlements as indicated in their specified contract. And includes all of the Sponsors employees, agents and sub-contractors of that Person, Firm, Company or other entity.
THE BIAV:	Boating Industry Association of Victoria Ltd (ABN 51004985102)

The BIAV hereby grants to the Exhibitor and/ or Sponsor named in the Application to Exhibit and /or Sponsor Contract ("the Exhibitor" and or the "Sponsor") the licence to use the Space/Licensed Premises for the duration of the Show on the following Terms and Conditions. The following Terms and Conditions apply to your application to exhibit/ and or sponsorship contract unless otherwise specified.

2 CENTRE RULES AND REGULATIONS

These Terms and Conditions include the terms, conditions, rules and regulations imposed by the Centre Management that apply to Exhibitors/ and or Sponsors. The Exhibitor and /or Sponsor agrees to comply with any additional terms, conditions, rules and regulations applying to Exhibitors/and or Sponsor that may be imposed by the Centre Management from time to time.

In its sole discretion The BIAV may amend or modify these regulations by posting notice of the amendment(s) or modification(s) on the Melbourne Boat Show website before the latter shall become effective.

3 LEGAL REQUIREMENTS

The Exhibitor and /or Sponsor and its invitees must comply with all laws, industrial agreements, industrial awards, Work Health and Safety legislation(WHS), consumer protection practices and codes applying (whether or not mandatory at law) relating to the use or occupation of the Centre.

EACH COMPANY, FIRM OR PERSON IS RESPONSIBLE FOR COMMUNICATING THESE REGULATIONS TO ITS STAFF AND IT'S APPOINTED AGENCIES.

4 REMOVAL OF GOODS AND EXHIBITS BY THE ASSOCIATION

If the Exhibitor and /or Sponsor breaches any of these Terms and Conditions, any additional rule or regulation imposed by the Centre Management or any relevant legal requirement, or if BIAV considers it desirable in the interests of the Exhibition, the BIAV will be entitled, at the cost of the Exhibitor and/ or Sponsor, to remove all of the Exhibitor's and/ or Sponsor goods and exhibits from the Exhibition Site.

5 PAYMENTS

5.1 The Exhibitor shall elect to pay the fee ("the Fee") specified in the Invitation to Exhibit document in the manner specified by either of clause 5.2.1 or 5.3.1 follows :

5.2 Monthly Plan:

5.2.1 Monthly instalments are due on the 15 of each month leading up to the show, with the final payment due on 15 of May 2018.

5.3 Payment in 3 instalments:

5.3.1 An initial instalment of 20% payment due by 15 December 2017, followed by 40% on 15 March 2018 and 40% and final payment by 15 May, 2018.

5.4 The fee for Space shall be paid in accordance with these Terms & Conditions. Any Application for Exhibitor Space must be fully paid by the 15 May 2018. No further discounts will apply.

5.5 Exhibitors who pay all instalments on or before the due dates listed are eligible for a 15% discount of the total cost of their stand. The 15% will be deducted from the final instalment which must be received by the 15 May 2018. If final payment is not received by the 15 May 2018, the 15% discount will not apply. All fees for Space and all other sums payable by the Exhibitor to the BIAV in respect of the Show must be fully paid for before occupying the Space or constructing any

Display in the Space. The BIAV reserves the right to remove the Exhibitor's Display from the Space at the Exhibitor's cost should the Exhibitor gain access to the Space with any fees outstanding.

- 5.6** The Exhibitor and/ Sponsor shall comply with the Regulations of the BIAV contained in the Terms and Conditions, Exhibitor Information Manual, Sponsor Contract, Application to Exhibit document or as amended from time to time. Details may change without notice. Please refer to the Event website for the latest information. The Regulations shall be binding on the Exhibitor to the extent not inconsistent with these Terms and Conditions, Government regulation (including fire authority regulations) or the requirements of the Centre Management.
- 5.7** The Exhibitor and/ or Sponsor shall comply with the requirements of the Centre Management as notified to the Exhibitor and/ Sponsor by the BIAV from time to time.
- 5.8** The Exhibitor and/ Sponsor shall comply with the directions of any Government regulation or authority from time to time.
- 5.9** The Exhibitor acknowledges and agrees that it receives a non-exclusive right to occupy a Space at the Show which constitutes a contractual license and not a lease. The Exhibitor acknowledges that execution of these Terms and Conditions and payment of the initial instalment of 20% of the Fee or any further payment instalment will not entitle the Exhibitor to an allocation of Space unless and until the BIAV confirms its acceptance of the application and provides details of the allocation of Space. The BIAV is not required to accept the application of any person, whether or not a member of the BIAV. Acceptance of payment of the deposit will not constitute acceptance of the application in the absence of notification of allocation.
- 5.10** The Exhibitor and /or Sponsor also acknowledges that the allocation of a particular site is at the absolute discretion of the BIAV and that the BIAV reserves the right to change this allocation at any time prior to or during the Show. The Exhibitor and / or Sponsor agrees that in the event that the BIAV does change the allocation of Space or in the unlikely event that the BIAV changes the venue from the Centre to another location then the Exhibitor and/ Sponsor shall continue to be bound by the Terms and Conditions. The Exhibitor / Sponsor acknowledges that the reputation of the BIAV and Show is dependent on the business standards and ethics of Exhibitors/ Sponsor generally and that if the BIAV has reasonable grounds to believe that these standards are not being met by the Exhibitor and/ or Sponsor, the BIAV may terminate this agreement without right of refund to the Exhibitor/and or Sponsor.
- 5.11** The BIAV may terminate this agreement without need for prior written notice if:
- a) the Exhibitor and/ or Sponsor commits an act of bankruptcy or commences winding-up or there are reasonable grounds for doubting the solvency of the Exhibitor and/ or Sponsor including any cheque drawn by the Exhibitor and/ or Sponsor and payable to the BIAV being referred to drawer; or
 - b) the Exhibitor and/ or Sponsor is in breach of the Terms & Conditions including these regulations.
- 5.12** The Terms & Conditions may only be amended by written agreement of the BIAV.
- 5.13** Unless otherwise provided in the regulations:
- a) the Exhibitor and/ or Sponsor is not entitled to any refund of monies paid; and
 - b) subject to clause 5.15 below, the liability of the BIAV to the Exhibitor and/ or Sponsor for any reason (including negligence) shall not exceed money paid by the Exhibitor and/ or Sponsor to the BIAV.

- 5.14** The Exhibitor and/ or Sponsor releases and holds harmless and indemnifies the BIAV and its officers and employees from and against any liability howsoever arising (including negligence and excluding fraud) and including consequential or special damages or economic loss and whether suffered by the Exhibitor and/ or Sponsor or any other person arising from or as a result of the Terms and Conditions or the allocation and use of Space at the Show. The BIAV will not be liable for any loss, including consequential loss, sustained by the Exhibitor and/ or Sponsor as a result of such action.
- 5.15** If payment of any sum due by the Exhibitor and/ or Sponsor in respect of the Show is more than seven (7) days in arrears, the BIAV reserves the right to terminate or amend the contract and reassign the Space, or any part of the Space, to another party or parties. Any payments made at this stage will be forfeited and no refund will be made.
- 5.16** The Exhibitor and/ or Sponsor shall be responsible for the payment of and shall pay when due or otherwise demanded by the BIAV all Government fees and duties and all taxes (including those in the nature of sales tax, goods and services tax or value added tax) arising as a result of or in connection with the provision of space or other services to the Exhibitor and/ or Sponsor.

6 SCOPE OF SHOW

- 6.1** All exhibits in the Exhibition must be marine, boating or associated products and services and may include other recreational and leisure products and services. The display of non-marine products will only be permitted with the prior written consent of The BIAV or when the Invitation to Exhibit describes non-marine as being part of the scope of the Exhibition. The Exhibitor agrees to display only new, or current-model-year boats and products unless permitted with prior consent of the BIAV unless used products are nominated within the Invitation to Exhibit as being part of the scope of the Exhibition.
- 6.2** The BIAV reserves the absolute right to determine the scope of the Show and to grant sponsorship rights and Naming Rights and displays. The Exhibitor and/ or Sponsor shall not exhibit in its Display any product or service which the BIAV in its discretion determines does not fall within the scope of the Show, or for any other reason is unsuitable for the Show.
- 6.3** It is a requirement that companies offering tangible products for sale must have good representation of those products on display.
- 6.4** The Exhibitor and/ or Sponsor must not display any motor vehicle, motorcycle or bicycle or other type of non-marine product without the prior written consent of BIAV unless the Invitation to Exhibit describes these items as being part of the scope of the Show. Should an application to display a motor vehicle be approved by the BIAV the vehicle must have a full tank of fuel and protective floor tray once located within the Exhibition Site.

7 ALLOCATION OF SPACE

- 7.1** The BIAV has a policy that no Exhibitor and / or Sponsor retains rights to any location previously occupied. Stands in particular or similar locations are not automatically reallocated to that Exhibitor and/or Sponsor and BIAV reserves the absolute right to allocate Space in the best interests of the Show, including the maximum, minimum and general dimensions of the Space.
- 7.2** The BIAV reserves the absolute right to refuse to allocate Space to any Applicant for Space

which, in the opinion of the BIAV, does not propose to mount a display compatible with the aims, objectives and scope of the Show.

- 7.3** If an Application for Space is rejected, the initial payment of the fee for Space will be refunded. The BIAV reserves the right to accept or refuse an Application for Space from any Applicant who is not a member of any Boating Industry Association in Australia. The dimensions and location of Space allocated to such Applicants and the fee for Space to be paid is at the discretion of the BIAV.
- 7.4** The BIAV reserves the right at any time to make such alterations to the Space as it considers necessary in the best interests of the Show, including altering the size, shape or position of the Licensed Premises. If the size of the Licensed Premises is reduced the Exhibitor and/ or Sponsor will be entitled to such reduction of the Licenced Fee, as BIAV at its discretion considers appropriate. Where a proposed alteration to the Licensed Premises will increase the Licensed Fee payable by the Exhibitor, the alteration will not be made without the prior consent of the Exhibitor and/ or Sponsor.
- 7.5** If the Exhibitor and/ or Sponsor wishes to increase the size of the Licensed Premises or to be allocated new space in the Show, the Exhibitor may apply to BIAV in writing. BIAV may at its discretion grant or refuse the increase or new space required in the application. If BIAV agrees to increase the size of the Licensed Premises or allocated new space, the Exhibitor and/ or Sponsor will immediately pay the corresponding increase in the Licence Fee, or the fee payable for the new space to BIAV.

8 SUB LETTING

- 8.1** The Exhibitor and/ or Sponsor must not sub-let, share or part with possession of the Licensed Premises or any part thereof be payable in addition to the shared Licence Fee in respect of the Licensed Premises. Sub-letting in this use includes renting, sharing, donating or in any way allowing another company, organisation, club or person to display or advertise in an Exhibitor and/ or Sponsor licensed premise.
- 8.2** Non-exhibiting companies, organisations, clubs or persons will not be allowed to place stickers, placards, brochures, magazines, catalogues or the like, or other signs anywhere in the Exhibition. Any Exhibitor and/ or Sponsor who has individuals receiving payment separately for goods and services sold from the Licensed Premises will be deemed to be sub-letting.
- 8.3** Should any Exhibitor and/ or Sponsor be found to be sub-letting or site sharing, the BIAV reserves the right to charge the contracted Exhibitor and/ or Sponsor the difference between the paid Licence Fee and or contracted amount and the full list price for the Licensed Premises. Should the Exhibitor and/ or Sponsor already have paid the full list price or contracted amount for the stand, the BIAV reserves the right to charge a premium as it deems fair and reasonable in the circumstances.

9 WITHDRAWAL AND REDUCTION OF LICENSED PREMISES

- 9.1** If an Application to Exhibit is withdrawn prior to the applicant being contracted, an application fee of \$220 will be withheld by the BIAV. The deposit will be refunded.
- 9.2** If the BIAV is unable to supply space for whatever reason, the full deposit including the application fee of \$220 will be refunded.
- 9.3** Once contracted, if the Exhibitor wishes to withdraw from the Exhibition or reduce the size of the Licensed Premises, it may apply in writing to the BIAV for a cancellation of contract or reduction of Licenced Premises. The BIAV may at its discretion agree to or refuse the Exhibitor's application.
- 9.4** If the application to cancel the contract is received by the BIAV more than 8 weeks prior to the first day of Move-in of the Exhibition and is approved by the BIAV, the Exhibitor will be liable forthwith to pay 50% of all sums that it would otherwise be liable to pay to the BIAV in respect of the Exhibition, including \$440 cancellation fee.
- 9.5** If the application to cancel the contract is received by the Association less than 8 weeks prior to the first day of move-in of the Exhibition and is approved by the BIAV, the Exhibitor will be liable for full payment of the licence fee, including \$440 cancellation fee.
- 9.6** If the Licensed Premises is re-sold by the BIAV to a suitable exhibitor, the deposit less a \$440.00 cancellation fee (GST inclusive) will be refunded to the Exhibitor.
- 9.7** If the BIAV agrees to the reduction in size of the Licensed Premises, the Exhibitor will be liable forthwith to pay all sums that it is liable to pay to the BIAV in respect of the reduced Licensed Premises.

10 RESOLUTION OF DISPUTES

- 10.1** If a party considers a dispute has arisen, it can give to the other party a notice of dispute identifying the subject matter.
- 10.2** The notice must require both parties to nominate a representative to attend a meeting within 10 business days, with authority to agree on terms resolving the dispute.
- 10.3** If the meeting fails to resolve the dispute, either party can nominate an independent party to adjudicate on the dispute, and if the parties cannot agree on the independent person, they shall each nominate one adjudicator, and that initial nominee, or the two nominees, shall consider and decide upon the merits of the positions of the two parties, and decide the outcome, giving reasons in writing therefor. The parties shall be bound by that decision.
- 10.4** If either of the parties or the two adjudicators considers the decision is defective, they may refer the matter to an umpire for final decision finally binding both parties.

11 CONSTRUCTION & OPERATION OF DISPLAYS

- 11.1** The Exhibitor and/ or Sponsor is obliged to ensure the cleanliness and tidiness of the Space occupied to a level acceptable to the BIAV.
- 11.2** Sale, distribution or giving away of samples of food, drink or tobacco is not permitted unless

permission is granted in writing from the BIAV and the appropriate permit has been granted. Liquor must not be sold, distributed or consumed on any display unless the appropriate permit has been granted. Liquor may only be consumed in designated permitted areas in the Centre.

- 11.3** The Exhibitor and/ or Sponsor may not remove goods, displays or tools of trade during the Show without the express written consent of the BIAV.
- 11.4** Exhibitors and/ or Sponsor must not use a public address or audio system, nor permit any live performance at the exhibition, including spruiking, that causes inconvenience and/or annoyance and/or nuisance to other Exhibitors or to visitors, or may mask any emergency announcements. If Exhibitors and/ or Sponsor wish to use any public address system or any audio, video or live performance on the Licensed Premises, Exhibitors and/ or Sponsor must obtain permission from the BIAV (which may be granted or withheld at the BIAV discretion). Exhibitors must ensure that all equipment and displays are located within the Exhibitor's allocated space. The BIAV is the sole judge as to whether sound levels are causing annoyance. The BIAV reserves the right to terminate the use of such equipment if sound levels are unacceptable. The BIAV will not be liable for any loss, including consequential loss, damage, cost or expense sustained by the Exhibitor and/ or Sponsor as a result of the BIAV request.
- 11.5** Subject to para.12.1, Exhibitors may only use Electrical Contractors nominated by the BIAV. Electrical work may only be carried out by persons authorized by the BIAV
- 11.6** Unmanned Aerial Vehicles (Drones) requires prior written permission from BIAV and Centre Management.
- a. The UAV will at no time be operated over crowds of people.
 - b. The UAV will at no time come within 30 metres of any body of people.
 - c. The UAV opera will have a current & valid Operator License or Air Operator Certification
- The operation of UAV's constitutes an "Aviation Risk", and as such the Centre requires that operators of UAV's submit a certificate of currency for public & products liability (on insurer letterhead) evidencing insurance cover not less than \$20 million.
- 11.7** The Exhibitor and/ or Sponsor must submit to BIAV detailed designs and specifications of the stand and any structures that it proposes constructing on the Licensed Premises at least 30 days prior to the opening day of the event. No construction may commence until BIAV has approved the designs and specifications. The exhibitor and/ or Sponsor will make amendments to the designs and specifications as are required by BIAV and must submit further designs and specifications as may be necessary. The decision of BIAV in relation to the designs and specifications will be final and binding on the Exhibitor and/ or Sponsor in all respects.
- 11.8** All stands and other construction work carried out by the Exhibitor and/ or Sponsor or its contractors will comply with the requirements of the Centre management, WHS regulations and any applicable statutes or statutory rules or regulations. The Exhibitor and/ or Sponsor will be liable for any monetary penalty imposed for non-compliance with statutory rules or regulations.
- 11.9** The Exhibitor and/ or Sponsor must ensure that its stand is not built in a manner that implies that its display forms part of another Exhibitor's display. Any Exhibitor and/ or Sponsor with a stand adjoining another exhibit without an aisle way separating the two exhibits will not build a structure or display above 2.4metres without the prior consent of BIAV.

- 11.10** The Exhibitor and/ or Sponsor may raise a product on a platform turntable provided that BIAV receives certification by an approved Engineer and such certificate must be presented to BIAV at least 30 days prior to opening of the event. The safety of any other structure which forms a display must be deemed to be safe and BIAV may call for engineering approval without advanced notice.

12 CONTRACTS FOR SERVICES

12.1 Electrical Installation:

- 12.1.1 The BIAV reserves the right to carry out all electrical work on the Licensed Premises. No person will be allowed to carry out any connection electrical work to the main switchboard or other power boards other than the official contractors. Exhibitors and/ or Sponsor must make arrangements direct with the BIAV and its official electrical contractor.
- 12.1.2 In no circumstances will Exhibitors and/ or Sponsor interfere with any electrical installation, except to connect apparatus to authorized power points. If Exhibitors do, or permit another to do so, the BIAV may at its discretion, have the Exhibitors and/ or Sponsor electrical supply disconnected.
- 12.1.3 Exhibitors and/ or Sponsor must not suspend, or attempt to suspend, any electrical wiring or light fittings from any overhead structure. All light fittings must be properly incorporated in the design and construction of the Licensed Premises, and all floor level lighting properly protected so as to offer no risk to people or property.
- 12.1.4 Exhibitors and/ or Sponsor must ensure that all electrical equipment and appliances used within the Licensed Premises are in safe working order and have been tested and tagged by an authorised person or our official electrical contractor in accordance with Australian Standards 3760 and Work Health and Safety legislation. This includes but is not limited to TV's, videos, extension leads, fans, projectors, fridges, kettles and the like. Electrical equipment not tested cannot be used at the Centre. Electrical testing can be carried out by the BIAV official electrical contractor at the Exhibitors and/ or Sponsor cost.
- 12.1.5 Double adaptors are not permitted to be used. Power boards are acceptable if they have been tagged and tested and appropriate cable management has been maintained.
- 12.1.6 In the event that the electrical system on the Licensed Premises is found not to conform to safety legislation, electrical supply will be withdrawn. The cost of tracing and repairing faults caused by defective equipment will be charged to the Exhibitor and/ or Sponsor.
- 12.1.7 The use of portable generators for the supply of electricity is prohibited. No form of electric heating will be permitted on the Licensed Premises.
- 12.1.8 Electric service to all Displays is turned off every night one hour after the official public closing time of the Show. It is the Exhibitor's and/ or Sponsor responsibility to take precautions to protect all perishables and computer links and such like in their display which may be affected by the disconnection of electric power service. Please contact the Organizer's office if you have any concerns.
- 12.2** All Displays and other construction work carried out by the Exhibitor and/ or Sponsor or its contractor, including but not limited to, the physical dimensions, materials used, access to Fire Equipment or Fire Escapes, of any Display or goods must be in accordance with the rules and regulations and requirements of the BIAV, the Centre Management and any applicable statutes

or statutory rules or regulations. The Exhibitor and/ or Sponsor is liable for any monetary or other penalty imposed for non-compliance with statutory rules or regulations.

- 12.3** The Exhibitor and/ or Sponsor will be liable for payment of any fines or penalties incurred by the BIAV that are caused by the action of, or infringement of regulations by, persons or companies engaged by the exhibitor.
- 12.4** Materials used in construction and/or decoration of the Display must not be readily ignitable or be capable of emitting toxic fumes should ignition occur. The use of crepe paper, corrugated cardboard, straw, untreated hessian or PVC sheeting (except on floors as a protective membrane) is strictly prohibited.
- 12.5** The installation of any fuel burning appliance is prohibited unless permission is granted in writing from the Centre Management.
- 12.6** The Exhibitor and/ or Sponsor shall not store any inflammable fuels inside the Centre. Where applicable portable/removable fuel tanks containing fuel must be removed. All LPG bottles must be removed
- 12.7** The Exhibitor and/ or Sponsor shall ensure that fire extinguishers and fire-fighting equipment are at all times visible and accessible and are not removed from their correct location.
- 12.8** The Exhibitor and/ or Sponsor shall not bring any substances into the Centre which, in the opinion of the BIAV or Centre Management, are of a dangerous, inflammable, explosive or objectionable nature. Batteries must be disconnected unless permission is granted in writing from the BIAV.
- 12.9** All Displays must be confined to the Space and no part of a Display shall protrude beyond the boundaries of the Space. Exhibitors and/ or Sponsor are not permitted to erect any overhead structure, sign, banner or the like over the aisles. All aisle ways are deemed to be part of BIAV area and no display, stickers or promotional material may be placed in this area. Any promotional lighting or electronic messaging displayed on aisle ways that are deemed to be intrusive to neighbouring exhibitors will not be permitted. BIAV reserves the right to deem any such item as their property and they will be removed at the Exhibitors and/ or Sponsor expense.
- 12.10** The BIAV will provide carpet floor covering as part of the Space. Exhibitors and/ or Sponsor must not remove, alter, damage or cause to be damaged the floor covering provided. The Exhibitor is liable and/ or Sponsor for any damage to the floor covering or the Centre caused by such actions.
- 12.11** The Exhibitor and/ or Sponsor must not lay any other floor covering either by removing and re-laying, or over the floor covering supplied as part of the Space without the express written consent of the BIAV. Any other floor covering that may be approved by the BIAV must be supplied and laid at the Exhibitor's and/ or Sponsor sole expense.
- 12.12** Dividing walls between Exhibitor's and/ or Sponsor Displays and back walls must not be higher than 2.4 metres high. All such walls must be lined on both sides unless the wall directly abuts a wall that is part of the Centre.
- 12.13** Placement of all walls must be approved by the BIAV and at the sole discretion of the BIAV.
- 12.14** The Exhibitor and/ or Sponsor is liable for any damage to walls, floors, floor covering or any part of the Centre in the Space allotted. The Exhibitor and/ or Sponsor must not paint or otherwise alter the walls, floors, floor covering or any part of the Centre.
- 12.15** The Exhibitor and/ or Sponsor shall not attach signs, banners or any material to the ceiling, walls, windows, railings or other surfaces of the Centre. The Exhibitor and/ or Sponsor will be liable for

the cost of removing such signs, banners or material

- 12.16** The Exhibitor and/ or Sponsor must move or alter any part of their display that breaches any rule, regulation or condition of this agreement, or that the BIAV deems to be prejudicial to the conduct of the show or to other Exhibitors and/ or Sponsor.
- 12.17** It is a requirement that exhibitors and/ or Sponsor install suitable guards at the front of trailers to reduce the incidence of potential injury to Show patrons.
- 12.18** When two or more steps (risers) are provided to access a raised platform a hand rail to at least one side of the step is required.

13 ADVERTISING

- 13.1** The Exhibitor and/ or Sponsor acknowledges that all intellectual property and other rights, title and interest in the Show and all associated names, logos or marks of the Show or the BIAV are the property of the BIAV.
- 13.2** Any advertising conducted by the Exhibitor and/ or Sponsor at the Show must meet reasonable standards as to noise, decorum and presentation as may be determined by officers of the BIAV in their absolute discretion and must not be offensive in any way.
- 13.3** The Exhibitor and/ or Sponsor agrees to conduct advertising/ promotion relating to the Show in a manner which will enhance the reputation of the Show and if an officer of the BIAV provides written notice to the effect that any advertising/ promotion conducted prior to or at the Show does not enhance the reputation of the Show and or publically defames other Exhibitors, then the Exhibitor and/ or Sponsor will be requested to immediately cease that advertising/ promotion.

14 CONDUCT

- 14.1** The Exhibitor and/ or Sponsor is required to maintain the dignity and atmosphere of the Show in its displays and demonstrations, agrees not to advertise, display or act in a manner which in the opinion of the BIAV is either sexually or racially discriminatory or demeaning or goes beyond generally accepted standards of conduct. The Exhibitor and/ or Sponsor must take steps to rectify any breach of the above on instruction of the BIAV.
- 14.2** The BIAV reserves the right to reject any Display or demonstration and to take necessary steps to stop any disturbance or nuisance during the Show.
- 14.3** The Exhibitor and/ or Sponsor is not permitted to conduct or permit any lottery, raffle, guessing competition, game of chance or sideshow during the Show without the express written consent of the BIAV.
- 14.4** The Exhibitor and/ or Sponsor shall ensure that the Display is open to view and staffed by competent representatives during the entire time the show is open to the public. If the Exhibitor and/ or Sponsor fails to open its Display or uncover its exhibits during the official opening hours of the Show, the BIAV may do so and the Exhibitor and/ or Sponsor is liable for any costs thereby incurred by the BIAV. The BIAV will not be liable for any loss, including consequential loss, sustained by the Exhibitor and/ or Sponsor as a result of such action by the BIAV.
- 14.5** The Exhibitor and/ or Sponsor shall not exhibit its products or conduct its business from any area other than its allocated Space. Exhibitor's promotional staff are not to roam areas outside of

specified stands.

- 14.6** If the BIAV in its discretion considers any practice of the Exhibitor and/ or Sponsor to be objectionable, likely to discredit the Show or the recreational boating industry or likely to cause customer dissatisfaction, the BIAV reserves the right to order the Exhibitor and/ or Sponsor to cease the practice and/or quit the Space. The BIAV will not be liable for any loss, including consequential loss, sustained by the Exhibitor and/ or Sponsor as a result of such action by the BIAV.
- 14.7** The Exhibitor and/ or Sponsor shall not do or permit to be done anything which may cause any licence or permit issued or in force in respect of the Centre or any part thereof to be or become liable to be forfeited, suspended or not renewed.
- 14.8** The Exhibitor and/ or Sponsor shall ensure that the aisles and passageways on or adjacent to the Space are kept completely free from obstruction during the Show.
- 14.9** The Exhibitor and/ or Sponsor shall immediately notify the BIAV of any accident to or defects in the water pipes, lights or other electrical fittings in the Centre. The Exhibitor and/ or Sponsor shall not misuse, overload or interfere with any such pipes, lights or other electrical fittings.
- 14.10** Smoking is not prohibited in the Centre at all times during the Show. Any Exhibitor and/ or Sponsor, their staff, agents, associates or contractors found smoking in the Centre at any time during the Show are deemed to be in breach of contract and the BIAV reserves the right to immediately terminate this contract. The Exhibitor and/ or Sponsor will be liable for any costs, fines or penalties imposed on the BIAV by the Centre Management or any statutory authority in respect of the Exhibitor and/ or Sponsor, its staff, agents, associates or contractors found smoking in the Centre at any time during the Show.
- 14.11** The BIAV places a high value on the rights of all individuals and the Centre has no place for offensive behaviour, harassment or discrimination on any grounds including, but not limited to race, gender, religion, national origin, age, veteran status, or disability.
- 14.12** Disorderly and offensive conduct will not be tolerated, this includes but is not limited to, using discriminatory, abusive, or threatening language, fighting, provoking a fight, or attempting bodily harm or injury to another person, or threatening physical action or injury in the Centre; or other conduct which threatens or endangers the health, safety, or well-being of any person.
- 14.13** Respect for property and standards of safety are important and an Exhibitor and/ or Sponsor must not do or be involved in any of the following:
- Willful or negligent damage to property.
 - Theft or dishonesty.
 - Tampering with or wantonly destroying data, records, or other information.
 - Unauthorized use of any equipment in the Centre.
 - Possession of firearms, explosives, or other lethal materials.
 - Possessing, drinking, or being under the influence of intoxicants within the Centre.
 - Unlawful possession, use or distribution of alcohol within the Centre.
 - Refusal to obey BIAV or Centre Management security officials.
 - Refusal to obey requests or instructions from BIAV staff.
 - Failure to comply with safety rules, regulations or common safety practices.

- 14.14** In such an event, the BIAV or Centre Management security may be called and the person or persons escorted from the Centre and will be barred from entry for the duration of the Exhibition. The BIAV will not be liable for any loss, including consequential loss, sustained by the Exhibitor and/ or Sponsor as a result of this action by the BIAV.

15 SECURITY

- 15.1** The BIAV will provide security for the Exhibition Site and/ or Sponsor from the commencement of the move-in period to the expiration of the move-out period.
- 15.2** The Exhibitor and/ or Sponsor will comply with all requirements and directions of the Centre Management (or the official security provider) from time to time in respect of security and crowd control within an emergency evacuation from the Exhibition Site.
- 15.3** Safety of Exhibitor and/ or Sponsor exhibits and other property and persons remains the responsibility of the Exhibitor and/ or Sponsor and the BIAV accepts no liability or responsibility for any theft, losses or damage to Exhibitor and/ or Sponsor space, stand, exhibits or other property belonging to the Exhibitor and/ or Sponsor or in the Exhibitors possession, care or control at any time including move-in and move-out.
- 15.4** Exhibitors and/ or Sponsor must immediately report any criminal activity, known or suspected, or suspicious packages, or any loss, theft or damage to Exhibitor exhibits or property, either to a security officer, or a BIAV staff member.
- 15.5** The Exhibition security guards or staff of the appointed ticketing provider will take charge at all times, at all gates where access is permitted.
- 15.6** Exhibitors and/ or Sponsor must ensure that their passes are carried at all times. All pass holders must carry a photo ID to allow validation of pass holders. Under no circumstances are passes transferable.
- 15.7** The BIAV reserves the right to expel, prohibit or restrict entry to any person whose presence at the Exhibition is deemed not to be in the best interests of visitors, the Exhibition or the boating industry

16 DELIVERY & REMOVAL OF GOODS & DISPLAYS

- 16.1** During the move-in and move-out periods, Exhibitors and/ or Sponsor and their contractors will be given access to the Exhibition Site. During these periods, all Exhibitors and/ or Sponsor must co-operate with BIAV and its appointed Security Officers, Centre Management and WHS representative and will follow traffic and parking directions by BIAV and Centre Security personnel. Exhibitors and/ or Sponsor and their contractors will be given access to the Centre only through doors designated and at times allocated by the BIAV. Exhibitors and/ or Sponsor shall cooperate with Centre Management and the BIAV and their staff or agents and follow traffic, parking, entry and exit directions as issued by them.
- 16.2** The BIAV and Centre Management accept no responsibility for the safety of vehicles and their contents during the Show. The Exhibitor and/ or Sponsor must arrange for a representative to be present at the Exhibition Site when delivers of goods and exhibits are made. The BIAV will not accept delivery of goods or exhibits on behalf of the Exhibitor and/ or Sponsor. Delivered goods and exhibits will at all times remain the responsibility of the Exhibitor and/ or Sponsor.

- 16.3** Any damage caused by delivery vehicles entering the Centre on behalf of the Exhibitor shall be repaired at the cost of the Exhibitor and/ or Sponsor. Excessive dislodgement of laid carpet tiles in any part of the halls during move-in will also be charged to the Exhibitor responsible and/ or Sponsor.
- 16.4** All packing cases, packing material, boxes cartons and such like shall be removed from the Centre prior to the opening of the show and shall not be stored so as to obstruct access to the Centre.
- 16.5** The Exhibitor and/ or Sponsor shall not dismantle or remove any part of its Display at any time during the days the Show is open to the public without written approval from the BIAV.
- 16.6** All personal equipment and belongings remain the responsibility of the Exhibitor and/ or Sponsor and the BIAV accepts no liability or responsibility for any theft, losses or damage. All Displays, goods and exhibits must be removed from the Centre by 12:00pm of the final day of the Move out period.

17 LIABILITIES & INDEMNITIES

- 17.1** The BIAV, the Centre Management, and all of their employees, agents and other representatives shall not be liable, and are hereby released from liability, for any damage, loss (including consequential loss), harm or injury to the person or property of the Exhibitor and/ or Sponsor or any of the Exhibitor's and/ or Sponsor employees, agents and other representatives, however caused, which may arise directly or indirectly during or in connection with the Show, and in particular arising from:
- a) the condition of the Space and the Centre, any Display or structure erected thereon and any action occurring therein;
 - b) a total or partial failure of the public utility services supplied to the Centre caused by any factor beyond the reasonable control of the BIAV; or
 - c) the Show being affected by industrial disputes, blackouts, riots or any other cause.
- 17.2** The Exhibitor and/ or Sponsor must produce to the BIAV a Certificate of Currency of Public Liability Insurance Policy with coverage of Ten Million Dollars (\$10,000,000) endorsed for the Show. This Certificate must be produced prior to, the final payment for Space.
- 17.3** The Exhibitor and/ or Sponsor shall comply with all applicable legislative requirements in relation to worker's compensation insurance.
- 17.4** The Exhibitor and/ or Sponsor shall not do or permit to be done anything in relation to the Centre or Show whereby any insurance effected by the Centre Management or the BIAV may be rendered void, voidable or in any way unenforceable against the insurer or whereby the premium payable on the insurance may be liable to increase. The Exhibitor and/ or Sponsor shall pay to the BIAV on demand all amounts payable by way of costs or increased insurance premiums on any policy of insurance so affected.
- 17.5** The Exhibitor and/ or Sponsor shall indemnify the BIAV and its employees, agents and other representatives in respect of all actions, claims, demands, proceedings, suits, costs, damages, expenses and losses whatsoever (including but not limited to loss of profits, any compromises of actions, claims, demands, proceedings or suits and all legal costs on a solicitor-own client basis in respect thereof) which the BIAV and its employees, agents and other representatives may suffer or incur by reason of or in relation to:

any act, default or omission on the part of any one or more of the Exhibitor, its employees, agents, invitees, licensees, patrons, contractors and sub-contractors; any act, default or omission on the part of any one or more of the employees, agents, invitees, licensees, patrons, contractors and sub-contractors of the BIAV when acting under the direction, order or control of any one or more of the Exhibitor and/ or Sponsor, its employees, agents, contractors and sub-contractors;

- a) the Exhibitor and/ or Sponsor withdrawing from the Show; or
- b) any accident, damage, death or injury suffered by any person or the property of any person in or using or entering or near the Centre and occasioned wholly or partly by any act, default or omission of any one or more of the Exhibitor and/ or Sponsor, its employees, agents, invitees, licensees, patrons, contractors and sub-contractors.

18 GENERAL

- 18.1** The BIAV reserves the absolute discretion to refuse admission and to exclude or eject any person from the Centre including all Exhibitors and/ or Sponsor or any of their employees, agents or associates.
- 18.2** The BIAV shall determine the hours the Show is open to the public and reserves the right to determine the rates to be charged to the public for admission to the Show.
- 18.3** The BIAV will on request issue the following admission passes:
- **Exhibitor Identification Passes** – issued to Exhibitor’s staff manning the stands on a permanent basis.
 - **Daily Exhibitor Passes** – available for purchase and issued to Exhibitor’s staff manning stands on a daily basis.
 - **Media Passes** available prior to MBS from BIAV Office or onsite from the Organizers Office
 - **Move In/Out Passes** – for use by delivery staff or contractors during move-in/-out periods.
 - **VIP Guest Tickets** – available for purchase by exhibitors and members of the Association.
- 18.4** Only admission passes issued by the BIAV will be valid. The BIAV reserves the right to limit the number of passes issued according to the size of the licensed area. The BIAV reserves the right to withhold or confiscate passes from exhibitors who breach the ticket allocation procedures or fraudulently use issued passes.
- 18.5** The BIAV reserves the right at all times to postpone or amend the stated dates for the Show to a date or dates that are, in the opinion of the BIAV most applicable for such a Show, utilising this right only where circumstances necessitate such an action, and without liability to the BIAV and its sponsors.
- 18.6** In the event of a Space being jointly allocated to two or more Exhibitors each of such Exhibitors is jointly and severally liable for any monies payable hereunder.
- 18.7** Exhibitors and/ or Sponsor will be granted access to the Centre one (1) hour prior to the admission of patrons on each day the Show is open to the public. If the Exhibitor and/ or Sponsor wishes to gain access to the Exhibition Site outside scheduled access times, the Exhibitor and/ or Sponsor can only do so by prior arrangement with BIAV. BIAV reserves the right to refuse any

such application.

18.8 The Exhibitor and/ or Sponsor shall comply with all lawful and reasonable directions issued by the BIAV's appointed security guards.

18.9 The BIAV may terminate the contract if:

- a) the Exhibitor and/ or Sponsor breaches or evidences an intention to breach any of the covenants, regulations, terms & conditions expressed or implied in the Contract;
- b) a receiver or official manager is appointed to any property of the Exhibitor and/ or Sponsor or any guarantor of its obligations under the Contract;
- c) any order or resolution is made for the winding up of the Exhibitor and/ or Sponsor or any guarantor of its obligations under the Contract (other than for the purpose of amalgamation or reconstruction);
- d) any of the property of the Exhibitor and/ or Sponsor is assigned;
- e) the Exhibitor and/ or Sponsor is a person and he or she becomes bankrupt or has a sequestration order made against him or her;
- f) the BIAV is of the opinion that there is a real possibility that damage may be caused to any of the Centre, its facilities or its equipment as a result of the Exhibitor and/ or Sponsor;
- g) exercising any right under the Contract, or that such exercise may cause injury to patrons of the Show or that the manner in which the Exhibitor and/ or Sponsor uses or proposes to; or
- h) use of the Space is illegal or otherwise contrary to law or likely to injure the reputation of the BIAV, the Centre or Centre Management.

18.10 Upon such termination, the BIAV will be entitled to remove all Display, goods or property of the Exhibitor and/ or Sponsor from the Space and to send all Display, goods or property, at the risk and expense of the Exhibitor and/ or Sponsor, to the address of the Exhibitor and/ or Sponsor specified in the Contract. All sums paid by the Exhibitor and/ or Sponsor to the BIAV in respect of the Show will be forfeited without prejudice to any right or claim which the BIAV may otherwise have.

18.11 The BIAV has the full power to interpret and to make or amend these Rules, Regulations, Terms and Conditions provided that such amendments and additions do not diminish the rights reserved for the Exhibitor and/ or Sponsor under this agreement and shall not operate to increase the liabilities of the BIAV any right or claim which the BIAV may otherwise have.