

TERMS & CONDITIONS

Definitions

The **Organisers** of the Show will be Westpac Life Saver Rescue Helicopter through its Show Committee and designated servants or agents.

The **Show Manager** is that person appointed by the Show Committee to organise and manage the Show.

The **Show Committee** is the committee established by the Organisers for the purpose of organising the Show.

An **Exhibitor** means and includes all individuals, principals, employees and/or agents of any company, partnership, firm or entity accepted by the Organisers as an Exhibitor in the Show.

The **Show** means the 4WD Caravan Camping & Marine Show to be conducted on and between July 10-12 2009 (plus setting up and dismantling periods), at the Lismore Showground.

Exhibitor Application Booking Form means the application form attached to these terms and conditions.

The **Venue** means the Lismore Showground

PART 1

Contract Terms & Conditions

In consideration of the Organisers conducting and organising the Show and the Exhibitor participating with the consent of the Organiser, the parties agree as follows:-

1. The Exhibitor will comply in all respects with the directions or requirements of the Organisers or the Venue Management forthwith upon request and will generally comply with all reasonable directions or requirements of any representative of the Organisers and conduct their exhibition in a proper and businesslike manner.
2. The Exhibitor will comply in all respects with all requirements of all Government, Local Authority and Statutory Bodies during the term of the Show.
3. 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 Exhibitor Application Booking Form. The Organisers reserve the right at any time to alter the size, shape or position of the floor plan at their absolute discretion. A cost adjustment will be made to any Exhibitor in the event of reduction of its display area.
4. Exhibits must fall within the scope of the Show. No other exhibit or products are to be displayed without prior written consent of the Organisers.
5. The design of all stands and exhibits and their weight or character is subject to the prior approval of the Organisers. Their construction, erection and dismantling shall be carried out under the supervision of and subject to conditions laid down by the Organisers. Any stand considered by the Organisers not to be in the best interests of the Show may be removed or altered by the Organisers at the expense of the Exhibitor, and without cause.
6. All plant, machinery and exhibits must comply with statutory requirements as to safety and particularly in the case of the storage of petrol, explosives, and other inflammable materials. No article of a dangerous character shall be taken into the Show except with the Organiser's prior written approval.
7. The Organisers reserve the right to refuse any person admission to the Show without assigning any reason. It is the responsibility of the Exhibitor to see that passes which, on request will be supplied to their staff, are not misused or lent to other persons.
8. The Exhibitor is at all times during the Show:
 - a) Prohibited from holding or allowing to be held a sale by auction, lottery, raffle, guessing competition, prize draw, giveaway, game of chance or sideshow without any requisite permit and the consent of the Organisers.
 - b) Prohibited from sublicensing, sharing or parting with possession of their display space without prior written consent of the Show Organiser. Where consent has been obtained, a site sharing fee will be charged in addition to the usual exhibition fee. Sub-letting includes renting, sharing, donating or in any way allowing another company, organisation, club or person to display or advertise on the exhibitor's stand. Non-exhibiting companies, clubs organisations or persons are not allowed to place stickers, placards, brochures, magazines, catalogues or signs anywhere in the Show or surrounding the Venue.
 - c) Prohibited from operating any type of machinery or equipment at a sound level

- which, in the Organiser's opinion, is likely to cause nuisance or annoyance to neighbouring Exhibitors or visitors.
- d) Prohibited from doing anything which, in the opinion of the Organisers, may bring discredit upon the Show.
 - e) Obligated to physically display the product they are selling (in the case of caravans, camper trailers, motorhomes, etc.)
 - f) Prohibited from distributing printed matter and other advertising material except from their own Sites.
 - g) Prohibited from using microphones or amplifying equipment without the express permission of the Organiser.
 9. The Exhibitor undertakes to have their display space ready, with all exhibits available for display and completed by the time specified by the Organisers preceding the opening of the Show. Should the balance of costs due to the Organisers not have been paid or should other requirements such as the provision of a Public Liability Insurance Certificate not have been complied with, the Exhibitor will not be permitted to occupy their stand, and will forfeit to the Organisers all their rights under this Agreement and the Organisers shall be entitled to take possession and use the space for their own purposes and may allot the space to another Exhibitor.
 10. a) Third Party Claims – (Public Liability)

The Exhibitor is responsible for all personal injury or damage to property arising in connection with the Exhibitor's display area howsoever caused directly or indirectly by him or any contractor, sub-contractor, servant, agent, licensee or invitee of their or any act of omission of any such person or by any exhibit, machinery or other article or thing of theirs in the possession of or use of him or any servant or any agent, of theirs or (if erected by the Exhibitor or contractor of theirs or their workmen or agents) by the standfitting contractor. The Exhibitor hereby indemnifies the Organisers in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out adequate insurance in respect of all such claims and produce the premium receipts on demand.
 - b) Responsibility for Personal Injury and Damage to Property – (Exhibitors Liability)

The Organisers shall be under no liability for personal injury to the Exhibitors or their servants or agents, invitees or licensees howsoever caused or for the loss of or damage to exhibits or other property of the Exhibitors, their servants, agents, invitees, or licensees howsoever caused. The Exhibitor is accordingly advised to take out all necessary insurances.
 11. Following acceptance by the Organisers of the Exhibitor's Exhibitor Application Booking Form, should the Exhibitor be then unable or unwilling to perform their part of the Agreement, or otherwise breach the Agreement, the Organisers may terminate the Agreement by written notice to the Exhibitor and may retain the deposit paid as liquidated damages in reimbursement of management costs and other fees and expenses incurred by the Organisers. The Exhibitor shall thereafter be prohibited from occupying his display space and stand and shall immediately remove the exhibits from the Show site in accordance with the Organiser's directions. Alternatively, the Organisers may do so at the Exhibitor's cost and dispatch such exhibits to the address stated in the Exhibitor's Exhibitor Application Booking Form.
 12. The management and conduct of the Show shall be under the control of the Show Organising Committee and their decision shall be final and binding on an Exhibitor.
 13. The Exhibitor shall be bound by the terms and conditions and shall pay the fees for site space as requested.
 14. The Exhibitor shall behave in a quiet, orderly and respectable manner and be properly attired in company attire or neat casual clothing.
 15. a) The Exhibitor shall not let or part with the possession of the site space allotted or any part thereof to any other person or body except with the written permission of the Show Organiser.
b) The exhibitor shall display on and market from that site only those brands, goods and services nominated on the Exhibitor Application Booking Form.
 16. The Exhibitor shall not erect any sign, advertisement, streamer or the like which in the opinion of the Show Committee is likely to obstruct another Exhibitor.
 17. Stand structure, signage, furniture, décor etc. shall be of a professional standard eg. Display tables shall be well finished, undamaged and of consistent and tidy appearance. Shade structures and the like on outside stands shall be professionally constructed and comply with the Occupational Health & Safety regulations.
 18. All Exhibitors must be able to demonstrate that they are the holders of appropriate licences and permits to operate such business and that such business is normally operated from correctly approved premises.

19. Exhibitors shall observe and abide by the Rules and Regulations for fire protection as stipulated by the Venue and as directed by officers of Westpac Life Saver Rescue Helicopter.
20. Any damage caused by the Exhibitor to the site or elsewhere shall be made good by and at the expense of the Exhibitor.
21. The Organisers shall not be responsible for any accident, loss or damage caused through, by or to an Exhibitor or such Exhibitor's exhibit and/or any breach of these Contract Conditions, and the Exhibitor hereby expressly agrees to hold the Organisers, its servants or agents harmless and to indemnify same from and against all actions, claims, suits and demands arising out of such loss or damage. This indemnity may be pleaded in bar to any action, suit or claim instituted against the said Organisers, its committee, servants and agents.
22. The Organisers shall not be responsible for insuring any of the goods of the Exhibitor. The Exhibitor shall have or effect a Public Liability Insurance Policy which covers liability to the public for an amount of not less than \$10,000,000 for any one claim in respect of personal injury to or death arising by accident to any person whomsoever and in respect of any injury loss or damage whatsoever arising by accident to property, real or personal including property belonging to the Venue Management and the Organisers. Such insurance shall note the name of the Organisers as an interested party. This cover is to include the full period of the show including setting-up and dismantling times and is to remain current until the buildings and grounds have been fully vacated by the Exhibitor. **A Certificate of Currency must be submitted to the Organisers NO LATER THAN ONE WEEK PRIOR TO SETTING UP.**
23. No Exhibitor may display, promote, sell or offer as prizes or incentives any accommodation goods or services, which, in the opinion of the Show Organiser, conflict with the theme and objects of the show.
24. The Exhibitor shall not do or cause to be done anything which is likely to jeopardise or prejudice the fire risk insurance on the building wherein the site space allotted to the Exhibitor is situated.
25. Amplification of music and/or voice reproduction and/or noise generated by demonstration of products will only be allowed subject to:
 - a) All speakers being directed inward on all stands
 - b) Not causing nuisance or interference to any other Exhibitor.
 - c) Notification of such amplification and/or noise being given on the Exhibitor Application Booking Form.
 - d) The Show Organiser shall be the final arbiter of any disputes relating to this matter.
26. Exhibitors shall display and/or sell only new units/merchandise and, at the time of the show and for the full duration of the show, shall be the current holder of a franchise for that particular brand of goods (unless in the opinion of the Show Committee, circumstances should allow otherwise, in which case written permission may be granted).
27. Goods on display must comply with the appropriate Australian Standard for which category they are manufactured if offered for sale.
28. Exhibitors must fit all temporary electrical installations with an RCD (residual current device earth leakage circuit breaker) at the point of connection to any electrical installation.
29. Each Exhibitor shall comply with the provisions of all Statutes and Regulations thereof in so far as they apply.
30. None of the terms and conditions herein shall be construed or applied in such a manner as to be in breach of the Trade Practices Act 1974 or any other Statute or any regulation of this, or any similar or succeeding legislation.
31. No exhibitor shall promote the sale or purchase of used caravans, other recreational vehicles or other products from any stand except in the normal course of transactions involving trade-in vehicles.
32. Complimentary tickets may not be used as an incentive for commercial gain by any exhibitor or third party without the express written permission of the Show Organiser.
33. The Organiser reserves the right to refuse any Exhibitor Application Booking Form.
34. The Exhibitor is bound by the information it provides on the Exhibitor Application Booking Form. The Exhibitor must not promote its business to the public by using any name other than the name(s) stated in the Exhibitor Application Booking Form.

PART 2

Conditions of Entry for Exhibitors

1. Safe Tools & Equipment

Only safe tools and equipment are to be brought onto or used on Lismore Showground premises during the set up, running and close down of the 2009 4WD, Caravan, Camping and Marine Show. It is the responsibility of the Exhibitor to implement regular inspections to ensure this policy is complied with. **For example all electrical leads and appliances used MUST carry an official tag certifying their fitness for use up to the end of July 2009.** Any unsafe tools or equipment are to be immediately tagged out of use and removed from the Venue as soon as possible.

2. Qualified & Experienced Personnel

It is the responsibility of the Exhibitor to ensure only appropriately qualified, licensed and experienced personnel are used on the Venue during the set up running and

close down of the 2009 4WD, Caravan, Camping and Marine Show. For example, only licensed electrical workers are to carry out work on any electrical item, other than minor user approved equipment maintenance.

3. Safe Work Practices

The Exhibitor is to ensure all personnel follow safe work practices for all work conducted on their allocated site and within the confines of the Venue during the set up, running and close down of the 2009 4WD, Caravan, Camping and Marine Show. Any high risk or unusual tasks are to have a job safety analysis completed prior to conducting the work and relevant personnel instructed in the necessary safe work practices and any special precautions. All work areas are to be kept clean and tidy and free of slipping and tripping, mechanical or electrical hazards at all times. Exhibitor work areas are to be cordoned off from the public and local personnel, unless specifically agreed otherwise with the Show Organiser Howard Atkinson. Howard can be contacted on 0434 583 864 for specific points of clarification and/or approval to undertake unusual tasks.

4. Supervision of Safe Work

It is the responsibility of the Exhibitor to provide an appropriate level and frequency of supervision of all work on the Lismore Showground premises during the set up, running and close down of the 2009 4WD, Caravan, Camping and Marine Show to ensure safe operations.

5. Incident or Injury Reporting

Any work injuries or incidents that occur on site are to be reported to the Show Office or the Show Manager Howard Atkinson immediately on 0434 583 864. The Incident Investigation Form MUST be completed within 24 hours and provided to the Show Office.

6. Hazard Reporting

Any identified hazards, that cannot be immediately resolved, must be reported to the Show Manager Howard Atkinson as soon as possible on 0434 583 864. If the task or area poses a serious and immediate threat, cease work and make the area safe.

7. If Unsure About Any Task or Any Aspect of Safety

If you or any contract personnel are unsure about any aspect of the task or safety, cease work immediately until resolved. For guidance or advice please contact Show Manager Howard Atkinson on 0434 583 864. He can provide clarification and/or approval to proceed.

8. First Aid Services

Exhibitors are to provide their own first aid facilities when on site. The Show will provide the services of St. John Ambulance which Exhibitors are free to utilise during Move In, the running of the event and Move Out.

9. Safety Standards

The Exhibitor is responsible to ensure all work is conducted in a manner, which complies with all legislative and Lismore Showground safety requirements.

10. Emergency Procedures

The emergency procedures for the site will be provided to all Exhibitors on confirmation of booking. They must be read and understood prior to Move In and must also be displayed in prominent areas throughout your allocated site. It is your responsibility to ensure all staff and contractors you use during the event are made aware of the procedures prior to them entering the Venue. If unsure, request Show staff to brief you before you commence work.

11. Workplace Facilities

The Exhibitor is to familiarise themselves and their personnel with the location of relevant workplace facilities (eg first aid room, toilets etc). These are available for use at all times while on site.

12. Personal Protective Equipment

Exhibitors are to ensure they have available and utilise all relevant and necessary personal protective equipment for themselves and their own personnel employed during the Show (e.g. safety vests, hard hats and shoes etc) as required by safety legislation.

PART 3

Occupational Health & Safety Policy

It is the policy of Westpac Life Saver Rescue Helicopter to provide, maintain and always endeavour to improve standards of health and safety in all of its work activities. There can be no compromise with safety as it is the responsibility of management, employees, exhibitors and contractors to maintain a safe working environment.

In specific terms the policy is:

- To provide safe working conditions for all employees, contractors and exhibitors.
- To provide and maintain safe, plant and equipment owned or operated by exhibitors' contractors.
- To ensure measures are in place avoiding a potential incident or accident.
- To regard all accidents as preventable.
- To require all exhibitors and contractors to follow legislative practices and procedures that safeguard the public and fellow exhibitors.
- To ensure exhibitor sites are clean and free from any obstruction that may cause personal injury.

In the event that a breach of this policy is recognised, contact must be made with the Organisers immediately.