



The submission of this Application Form for Stand Space shall be deemed to be confirmation of your participation and full acceptance of the Terms and Conditions of participation. Please complete all sections of this Application Form.

EXHIBITOR DETAILS

Company name ABN

Contact Position

Phone Mobile

Email Website

Street address

Suburb State Postcode

Country Signature

EXHIBITION SPACE

Stand requirements

Preferred stand no/s: Single Stand no Multiple Stand no's

Floor space only – min 9m² (company to appoint a Custom Stand Build)

Space only includes: Concrete floor space, exhibitor directory listing, 2 x Exhibitor passes (per 9m² booked) for daytime catering and social functions (excl. Gala Dinner). Please note: Electrical connection, tag and testing is the responsibility of the exhibitor's stand builder.

Front width	x Depth	= Total m ²	x A\$	/m ²	= Total: A\$
<36m ² – A\$525/m ²	36m ² – A\$525/m ²	45m ² – A\$500/m ²	54m ² – A\$470/m ²	63m ² – A\$455/m ²	+ GST (10%)
72m ² – A\$440/m ²	81m ² – A\$425/m ²	90m ² – A\$410/m ²	> 90m ² – A\$405/m ²	← (Enter value from listing at left)	TOTAL: A\$

Pre-Build Shell Scheme – min 9m²

Shell Scheme space includes: Floor space, carpet tiles, aluminium frame construction, white melamine walling (where applicable), company name sign (front & sides where applicable), 2 x 30W white LED spotlights, 1 x 4A powerpoint, 3 x electrical tag & testing, exhibitor directory listing, 2 x Exhibitor passes (per 9m² booked) for daytime catering and social functions (excl. Gala Dinner).

Front width	x Depth	= Total m ²	x A\$	/m ²	= Total: A\$
9m ² – A\$613/m ²	18m ² – A\$608/m ²	27m ² – A\$603/m ²	36m ² – A\$603/m ² (No Fascia at 36m ²)		+ GST (10%)
					TOTAL: A\$

Public Liability Insurance (compulsory for all Exhibitors) – Select the appropriate option below:

All Exhibitors involved in AFAC23 MUST have public liability insurance to the value of A\$20Million.

- We have our own Public Liability Insurance.** Please email a copy of your Certificate of Currency which must be valid for the period of the exhibition, inclusive of Bump-in and Bump-out dates, from 20 – 25 August 2023.
- We wish to purchase Public Liability Insurance for the duration of AFAC23 at A\$237 + GST = A\$**
This amount will be included on your Tax Invoice.

PAYMENT TERMS & OPTIONS (Tax Invoices will be supplied for your records)

A 50% deposit of the total inclusive of GST is required upon application to secure your booking. Upon receipt of your application form, we will forward you formal confirmation of your booking, stand requirements along with a Tax Invoice for the 50% deposit.

- Electronic Funds Transfer (EFT) will be made to:** Acc. name: AFAC Conference Pty Ltd For A\$
Bank: Commonwealth Bank of Australia BSB: 063-158 Acc. no: 1041 4535 BIC/SWIFT: CTBAAU2S
Please send copy of remittance advice to: sales@afacconference.com.au
- Credit Card:** VISA | MASTERCARD | AMEX
If Credit Card is your preferred method of payment, please await receipt of your Tax Invoice which will contain facility to submit your card details. For compliance reasons, we cannot retain these card details on file.
- Cheque:** (made payable to 'AFAC Conference Pty Ltd') For A\$

Please return this completed and authorised Application Form by email to sales@afacconference.com.au

TERMS & CONDITIONS

1. Definitions

'Exhibition' shall mean the AFAC23 Conference & Exhibition event, which will take place from 22 – 25 August 2023, Brisbane Convention & Exhibition Centre, Brisbane, Queensland.

'Organiser' shall mean AFAC Conference Pty Ltd. 'Sponsor/Exhibitor' shall mean any person, firm or organisation who undertakes Sponsorship – inclusive of a stand space allocated by the Organiser in the Exhibition as part of the elected sponsorship package by the Sponsor/Exhibitor.

2. Application for participation & acceptance

An application for stand space shall be made on the prescribed application form overleaf (AFSS) and submitted to the Organiser. The submission of the AFSS shall be deemed to be confirmation of participation which incorporate the AFAC23 Exhibitor Service Manual (Manual) and the AFSS. To the extent of any inconsistency, these Terms and then the Manual prevails.

The Organiser is entitled to reduce the size of the Exhibitor's stand and modify the number of open sides. The Organiser is entitled to change the location of the Exhibitor's stand. In the case of any change in accordance with this clause, the Organiser will consult with the Exhibitor in relation to the location of a mutually satisfactory stand of similar quality location to the originally booked stand but the final decision is in the Organiser's absolute discretion.

The Organising Committee reserves the right to refuse an application.

3. Rental of stand fittings, design and signs

The Exhibitor must consult and liaise with the Organiser's contractor (as notified to the Exhibitor) in relation to the individual design of the Exhibitor's stand, including furniture, fittings, fixtures and utilities. The design of the Exhibitor's stand must be compliant with all applicable construction laws and regulations and with the Organiser's construction guidelines from time to time and is subject to approval by the Organiser. The AFSS and confirmation of its receipt do not constitute approval of the Exhibitor's proposed stand design.

Unless otherwise specified in the scope of the Organiser's services, any costs incurred by the Exhibitor relating to the individual design of the Exhibitor's stand are the responsibility of the Exhibitor, regardless of any alterations made by the Organiser on the Exhibition floor.

4. Insurance

- a) A one-time flat public liability insurance charge for the period of the Exhibition for up to AUD\$20,000,000 (Insurance Charge) as indicated on the AFSS will be levied on the Exhibitor for itself.
- b) The Insurance Charge will be waived for those Exhibitors that provide a copy of an existing public liability insurance policy, which covers it for legal liability for up to AUD\$20,000,000 in respect of:
 - i) damage to any real or personal property, including any damage to the Exhibition venue or to any fitting, equipment or other property in the Exhibition venue; and
 - ii) injury to, or death of, any person arising out of or in connection with the Exhibitor's participation in or attendance at the Exhibition.
- c) The Exhibitor must also effect and maintain at their own expense insurance on their own property, and that of their employees, agents and contractors, against fire, theft, damage or loss, howsoever caused. The period of insurance must be from the time the Exhibitor first enter the Exhibition venue until all their exhibits have been properly removed to the satisfaction of the Organiser (20 – 25 August 2023). If the Organiser so requires the Exhibitor shall provide proof to the Organiser that the Exhibitor have adequate insurance coverage.
- d) The Exhibitor must also hold workers compensation insurance as required by law.

5. Terms of payment

- a) A non-refundable deposit of 50% of the total stand space rental charges plus 100% of the Insurance charge are due on receipt of Tax Invoice to secure your stand space.
- b) In the event of default of payment stipulated in a) the Exhibitor's AFSS shall be deemed to be cancelled. In no circumstances will the Exhibitor be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- c) In all cases, the remaining balance of the stand space rental charges must be paid by 5 May 2023. Full payment by this date is a prerequisite for the Exhibitor's participation in the Exhibition and the use of the stand space.
- d) In the event of default of payment by the stipulated date in c), the Exhibitor's AFSS shall be deemed to be cancelled and the Organiser shall reserve the right to claim all payment due from the defaulting Exhibitor.

- e) In the event that AFSS are received and/or confirmed after 5 May 2023, a non-refundable payment of 100% of the total stand space rental charges and Insurance Charge will become due and payable within 7 days upon confirmation of the stand space by the Organiser. All payments must be made in full before 21 July 2023.
- f) For other additional services specified in the AFSS and agreed to by the Organiser, payments must be made in full in advance when placing orders for services.

6. Withdrawals

- a) By submitting the AFSS, the Exhibitor undertakes to pay the total stand space rental charges shown on the AFSS, stand upgrade charge and Insurance Charge.
- b) If the Exhibitor wishes to withdraw from, cancel, alter, or reduce in any way their booking in the Exhibition they must give written notice to the Organiser to do so. If the Exhibitor wishes to alter or reduce their booking, the Organiser is not obliged to vary the charges shown on the AFSS. The Exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- c) If the Exhibitor withdraws on or before 5 May 2023, the Organiser remains entitled to 50% of the total stand space rental charges shown on the AFSS. If the Exhibitor has not yet paid, the Exhibitor is obligated to pay those amounts within 7 days of giving notice of withdrawal. In any case, the Exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- d) If the Exhibitor withdraws after 5 May 2023, the Organiser remains entitled to 100% of the total stand space rental charges shown on the AFSS. If the Exhibitor has not yet paid, the Exhibitor is obligated to pay those amounts within 7 days of giving notice of withdrawal. In any case, the Exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

7. Limitation of liability and indemnity

To the fullest extent permitted by law, the parties agree that the Organiser, its directors, trustees, officers, employees, agents and representatives shall not be responsible for any losses, damages to property or injuries to persons arising out of or in connection with the Exhibition.

The Exhibitor indemnifies and holds the Organiser, its directors, trustees, officers, employees, agents and representatives harmless in respect of all costs, claims, liabilities, losses, demands, proceedings and expenses to which the Organiser, its directors, trustees, officers, employees, agents and representatives may in any way be subject and against all costs, claims, liabilities, losses, demands, proceedings and expenses (including but not limited to liabilities resulting from personal injury or death to members of the public, the staff of the local authorities, or staff of the Organiser or exhibitors' staff, agents or contractors) caused or contributed to by any act or omission of the Exhibitor or any of their representatives, employees, agents, contractors or invitees arising out of or in connection with the Exhibition or by anything owned, operated, worked, exhibited, displayed, demonstrated by or under the control, direct or indirect, of the Exhibitor, or by anything sold or otherwise supplied in any way by the Exhibitor.

The Organiser shall not in any event be held responsible for any loss or damages whatsoever (including loss of profits suffered by the Exhibitor) as a result of any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of the Exhibitor's stand or for the failure of any service normally provided at the Exhibition venue, for the cancellation or part-time opening of the Exhibition either as a whole or in part, or for amendments or alterations to all or any of these Terms caused by any circumstance not within their control.

8. Security Responsibility

The Organiser, its directors, trustees, officers, employees, agents and representatives will not be responsible for the safety of property or articles of any kind brought into the Exhibition by the Exhibitors or any of their employees, agents or contractors, members of the public or any person whatsoever. At all times, security of exhibits, stands and furniture is wholly the responsibility of the Exhibitor.

Under no circumstances shall the Organiser be obliged to make good or accept any responsibility or liability however arising in respect of damage to or theft or loss of any property or articles however placed, deposited, brought into or left at the Exhibition venue either by the Exhibitor for its use or purpose or by any other person, and the Exhibitor must indemnify the Organiser, its employees, agents and offices in respect thereof.

TERMS & CONDITIONS ... *continued*

9. Damage to the Exhibition venue

The Exhibitor shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the Exhibition venue or to any part or parts thereof or to any fittings, equipment or other property therein, and shall make good and pay for damages thereto (including accident damage and damage by fire) caused by act or omission of the Exhibitor, or any of their employees agents, representatives, contractors or persons by reason of the use of the Exhibition venue by the Exhibitor.

10. Compliance with laws

The Exhibitor must comply with all laws and policies (including but not limited to the policies of the Organiser and the owners and managers of the Exhibition venue) from time to time and all reasonable directions of the Organiser in connection with the Exhibitor's participation in the Exhibition.

11. Postponement or cancellation

If the event is rescheduled, relocated or shortened before the event start date, the signed contract agreement will apply to the new time, location or duration unless the company objects in writing within two weeks of receiving the written notification from the Organiser. Should an objection notice be received the company will be able to utilise their investment towards the next event.

If in the Organiser's absolute discretion the Organiser determines that the Exhibition cannot be postponed and run within an appropriate future timeframe, or should be cancelled for serious cause, including circumstances not within the Organiser's reasonable control, the Organiser is entitled to cancel the Exhibition. Should this occur the Organiser will transfer the investment to the following year's event, honouring all existing pricing structures and entitlements. If the contract is not paid in full at the time of the cancellation then the payment plan structure would also be rolled forward to mirror the agreed timeframes for the following year's event cycle.

12. Force Majeure

The Organiser will not be liable to the Exhibitor for any loss suffered, nor be in default under this Exhibition Contract for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, SARS, pandemics, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of the Organiser, or if the attendance at the Exhibition is adversely impacted by any of the events or causes nominated by this clause. In all such circumstances the Organiser shall be entitled to retain all moneys paid by the Exhibitor.

13. Movement of exhibit

- a) The Exhibitor shall bear the responsibility and expenses for the transport of exhibits to the Exhibition venue.
- b) The Exhibitor shall submit a list of exhibits to the Organiser at least thirty days prior to the start of the exhibition.
- c) No exhibits or other related articles will be permitted out of the Exhibition venue before the conclusion of the exhibition. The Exhibitor shall indemnify the Organiser against any loss, damages, cost or expense incurred by reason of delay in moving exhibits or other related articles, or of damage to the Exhibition venue caused by the Exhibitor, their employees, contractors or agents moving exhibits or other articles.

14. Breach of these Terms

A breach of these Terms may, in the Organiser's absolute discretion, result in the exclusion of the Exhibitor from the Exhibition, and the Exhibitor shall have no right to claim compensation or demand refund of any payments already made, or any loss or expenses, nor shall the Exhibitor be released from its contractual obligation to pay.

15. Co-operative Web-Marketing Agreement

The Exhibitor agrees to proactively promote their participation in the Exhibition in a prominent location on its website. Such promotion shall at a minimum include the AFAC23 logo with embedded hyperlink to the main AFAC23 Conference and Exhibition website. The Organiser will provide the content necessary for this purpose. The Organiser retains all intellectual property rights and grants the Exhibitor a non-exclusive, royalty-free, non-transferable licence to display the content provided to it, including the Organiser's trade mark, on the Exhibitor's website for a period commencing 7 days after the acceptance by the Organiser of the AFSS and concluding on 25 August 2023 or any other earlier date notified to the Exhibitor by the Organiser.

16. Privacy

Information collected by the Organiser from the Exhibitor is used and stored in compliance with the Organiser's privacy policy, which is available on the AFAC23 Conference and Exhibition website www.afacconference.com.au.

This information is used only by the Organiser and its contractors to organise the Exhibition, and is not disclosed to any other third parties. The Manual specifies, for each of the forms used to collect data, the names, addresses and roles of the likely contractor to which the information will be forwarded, the purpose of providing the information, whether submission is compulsory or optional, and the cut-off dates by which the information must be provided and cannot be changed.

17. Miscellaneous

- a) The Exhibitor understands that the Exhibition is a business event and that their presentation and participation reflects this, including but not limited to in respect of product distribution and attire for all personnel.
- b) The Organiser may in its absolute discretion provide assistance with visas to an overseas-based Exhibitor travelling to Australia for the Exhibition but will not do so until the Exhibitor has made full payment to the Organiser.
- c) The Exhibitor is prohibited from making any sales in exchange for cash at the Exhibition venue. The taking of orders requiring future payment is acceptable. Without otherwise limiting these Terms, the Organiser reserves the right to exclude the Exhibitor from the Exhibition if the Exhibitor breaches this clause, and no compensation shall be payable by the Organiser to the Exhibitor.
- d) The Exhibitor must have personnel in attendance at the stand during the entire opening hours of the Exhibition and must not pack up or otherwise dismantle the stand until the closing time of the Exhibition. Any Exhibitor in breach of this clause shall be considered a safety risk and to be actioned in accordance with the Exhibition venue's security policy.
- e) The Exhibitor must not assign or otherwise transfer any of its rights or obligations under these Terms.
- f) If the Organiser fails to enforce, or delays in enforcing, any of these Terms, this will not operate as a waiver and will not affect the Organiser's right to later require strict compliance with these Terms.
- g) These Terms record the entire agreement between the Exhibitor and the Organiser relating to the matters dealt with in these Terms and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.
- h) These Terms are subject to any obligations or prohibitions imposed on the Organiser by law from time to time, the exclusion or enforcement of which would contravene any statute or cause these Terms or any part of them to be void.
- i) Where a dispute shall arise concerning interpretation of these Terms, the English text of these Terms shall be deemed to be final.
- j) These Terms are governed by the laws of New South Wales and the Exhibitor submits to the non-exclusive jurisdiction of the courts of New South Wales.



A joint venture between



and



Deutsche Messe

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