

## **2021 GOLD COAST CAREERS FESTIVAL EXHIBITOR TERMS AND CONDITIONS**

- 1. This agreement (“The Agreement”) is made between Gold Coast Education and Training Network Inc T/A Study Gold Coast ABN 35 036 042 606 (“The Organiser”) and the organisation agreeing to exhibit (“The Exhibitor”). The agreement is in respect to the 2021 Gold Coast Careers Festival (“The Festival”), to be held on Thursday 6 May, Friday 7 May and Saturday 8 May 2021 at the Gold Coast Convention and Exhibition Centre (“The Venue”).**
- 2. The person who signs this booking agreement warrants he/she is authorised to sign on behalf of The Exhibitor. Should the contact person change prior to the event date, The Exhibitor must notify The Organiser of the change and provide relevant up-to-date contact details. The Exhibitor will remain responsible for the payment and management of the stand. Change of contact person is not a valid reason to void The Agreement.**
- 3. Exhibition stand space will not be held without a completed booking form, acknowledgement that the Exhibitor Terms and Conditions have been read and accepted, a Certificate of Currency of Public Liability and payment of the exhibition fee in accordance with the terms and conditions set out in The Agreement.**
- 4. Payment:**

Unless through the prior written arrangement with The Organiser, full payment of site/s are payable within 21 days of invoice issued or by Wednesday 31 March, whichever comes first, in order to secure the space at The Festival. If monies are not received within 21 days of the invoice issue date or by Wednesday 31 March, no space will be allocated, and The Exhibitor's booking will be declared invalid.

  - Member's discount may be applied to any exhibitor who is a current member of Study Gold Coast. Members receive a 5% discount off the standard booth price.
  - Subject to Clause 5, any exhibitor who does not fulfil their obligation to occupy and staff their stand for the duration of The Festival will nevertheless be charged for use of the exhibition space.
  - No exhibitor shall occupy exhibition space until all monies owing to The Organiser have been paid in full.
- 5. Cancellation Fees:**
  - If The Exhibitor wishes to cancel, notification must be made in writing to Study Gold Coast. If the cancellation is made before Friday 26 February 2021, The Exhibitor will be charged a fee of 50% of the booking, all other monies will be refunded. If notice of the cancellation is received after Friday 26 February 2021 then no refund will be payable.
- 6. Cancellation due to COVID-19**

If The Organiser chooses to cancel The Festival due to COVID-19 related restrictions, The Exhibitor may either roll-over payments to a later date or receive a refund.
- 7. The Organiser will endeavour to satisfy the display space preferences of The Exhibitor, however the allocation of booths and display space remains at the complete discretion of The Organiser.**
- 8. The Organiser reserves the right to reject an exhibitor's application at its sole discretion without being obliged to give any reason therefor.**
- 9. No exhibition stands or display space may be sublet without the prior written consent of The Organiser.**
- 10. The Exhibitor is required to take out public liability insurance and must supply a copy to The Organiser along with their completed booking form. A Certificate of Currency must reflect a minimum value of \$10 million and be supplied on The Exhibitor's insurer's letterhead. Insurance coverage must be valid through to midnight on Saturday 8th May 2021 and include public risk, fire and theft.**
- 11. Exhibitors must at all times adhere to The Festival's COVID-19 Work Safe Plan which will be enforced. Failure to do so will see the Exhibitor requested to leave, with no reimbursement of costs.**
- 12. The Exhibitor must not pack up the display area allocated to them partially or totally before the nominated closing time on the final day of The Festival.**

13. All custom built-stands, displays and vehicles must be approved by The Organiser and The Venue a minimum of eight (8) weeks prior (Thursday 11 March 2021) to The Festival but approval shall not be unreasonably refused.
14. The Organiser reserves the right to determine, amend or alter the floor plan at any time, up to and including Thursday 6 May 2021.
15. The distribution of promotional material and conducting business outside of The Exhibitor's allocated display space is strictly prohibited without the prior written consent of The Organiser.
16. It is the responsibility of The Exhibitor to leave their display space clean and tidy during The Festival and during bump in and bump out. Any materials not removed by 2200hrs on the final day of The Festival may incur a waste removal fee or the materials may be freighted to The Exhibitor at The Exhibitor's expense.
17. To the extent permissible by law, The Organiser will not in any circumstances be liable for any: indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss of opportunity or expectation of loss or loss of production, which may be suffered or incurred by any person or organisation, including in respect of The Festival or in connection with The Agreement.
18. To the extent permissible by law, The Organiser will not in any circumstances be liable for any loss, damage or injury which may be incurred in connection with the event.
19. The consumption of alcohol at The Venue is strictly prohibited with the exception of official functions organised in conjunction with The Venue.
20. Any demonstrations, including food preparation, must have the prior written approval of The Organiser.
21. The Exhibitor agrees to comply with any and all reasonable direction issued by The Organiser and The Venue, including matters in relation to Workplace Health and Safety.
22. If, in the reasonable opinion of The Organiser or The Venue:
  - (a) The Exhibitor's exhibit displays or distributes material which is blasphemous, indecent, unlawful or is contrary to the ethos or purpose of The Festival or The Organiser or The Venue; or
  - (b) Any person involved in The Exhibitor's exhibit or associated with The Exhibitor shall behave in an offensive, abusive or disruptive manner during The Festival or its setting up or dismantling; then on demand by The Organiser, The Exhibitor will immediately remove that material or person from the exhibit and venue.
22. The Organiser will not be responsible for any damage arising out of, and shall not be in breach of The Agreement if The Festival is cancelled, suspended, or reduced due to failure of services or other force outside of The Organiser's reasonable control.
23. The Organiser reserves the right to amend the dates for holding The Festival. The Organiser reserves the right to close The Festival or vary its hours. The Organiser will not be responsible for any loss occasioned thereby.
24. The Agreement is governed by the laws of the State of Queensland.

Print Name: \_\_\_\_\_

Organisation: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_