



TERMS AND CONDITIONS

1. Only participants who have received an acceptance of their booking from the organisers (4community Pty Ltd) and have paid in full by the invoice due date may exhibit at the Hunter Disability Expo.
2. The participant shall comply with all relevant Work Health & Safety legislation affecting your participation at the Expo.
3. The participant is required to provide the organiser with current certificates of currency issued by the insurer for the required insurances listed in this agreement at the time they finalise their booking. The organiser has the right to reject the insurance on the grounds it does not meet the obligations contained herein or because the insurer is not acceptable to the organiser.
4. The participant must have current public and product (if applicable) liability insurance cover with a limit of liability of no less than ten million dollars per occurrence with respect to public liability and in the aggregate with respect to products liability during the dates of the event (**26th and 27th October 2018**), including move-in the day prior (**25th October 2018**) to setup your stall.
5. The participant shall take out all risks property insurance for all its assets located at the site. Subject to clause 5A, the participant indemnifies and will indemnify the organiser, its agents, servants, contractors and employees from all actions, claims, demands, losses, damages, costs and expenses arising from the participant's use of the site, including but not limited to the foregoing against any loss, damage or injury from any cause whatsoever to the property or person caused or contributed to by the use of the site by the participant or any servant, agent or other person duly authorised by the participant whether such loss, damage or injury occurs on the site or not and whether caused by any act, omission, neglect, breach or default of the participant or any other person.
 - 5a. The liability of the participant under any indemnity in clauses 5 or 8 of this agreement or any other clause of this agreement will be reduced proportionately to represent the share of responsibility that the participant has for the actions, claims, demands, losses, damages, costs and expenses according to the extent to which the participant's (or its servants, agents or other person authorised by the participant) breach of any provision of the agreement or the participant's (or its servants, agents or other person authorised by the participant) negligent or wrongful acts or omissions caused or contributed to the actions, claims, demands, losses, damages, costs and expenses in the course of using the site from the organiser.
6. The organiser reserves the right to cancel this booking agreement and retain any money paid or to recover any money not paid in relation thereto if there is in the opinion of the organiser any infringement of any of the terms and conditions in this agreement or if the exhibitor does not occupy its space at the commencement of and during the full period of the Expo.
7. The organiser reserves the right to refuse applications on the basis to ensure that organisations are suitable for the Expo and that there is a variety of exhibitors present.
8. All property and equipment of the participant that is brought onto the Hunter Disability Expo site is at the risk of the participant and subject to clause 5A, the participant hereby agrees to indemnify the organiser against any and all actions, claims, demands, losses, damages, costs or expenses in relation to any loss, damage, accident, claims or injury caused by such equipment and property whether to the organiser or third parties, however occasioned.
9. The organiser reserves the right to alter booth allocations at its discretion and will notify any exhibitors involved in these changes and accommodate them with a new location.
10. Payment for your booth or sponsorship at the Hunter Disability Expo is expected by the due date on the invoice unless an extension has been approved by the organiser (4community Pty Ltd). Booths will not be guaranteed or allocated until payment is made in full.
11. If a payment remittance is not issued via email within 48 hours of an overdue notice sent out by the organisers (4community Pty Ltd) your booth will be cancelled and assigned to the next organisation on the waiting list.
12. The organiser shall be responsible only for the provision of the services specified on the application form, and does not warrant to provide any other services.



13. To comply with the Work, Health and Safety Act the participant is responsible for the creation and maintenance of a safe environment for both their workers and visitors including the use of only safe and correct lifting procedures during booth setup, the safe and correct use of mechanical items or products and electrical equipment such extension leads and power boards.

14. All extension leads and power boards must be safety tagged and tapped down where practical.

15. Participant's, equipment and products must be occupied within the booth area only. If any personnel, equipment or products are deemed by the organisers to be obstructing the walkways, you will be asked to move them or have them removed permanently if this is not possible.

16. All exhibitor booths must be manned during both days of the Expo with at least 2 people. Should you need to leave the booth, a minimum of 1 person must remain at all times during the operating times of the Expo.

17. The supply and sale of any food and beverages to the public by exhibitors is not permitted as per the venues guidelines and health & safety regulations. Samples will be permitted providing approval has been sought and granted by the organisers (4community) and a council permit has been granted and submitted to the organisers (4community Pty Ltd) prior to the 28th September 2018. Confectionery items may be considered for direct approval providing they are packaged with a detailed ingredient list. Permission from parents or carers is required before handing out any confectionery items to minors. The organiser (4community Pty Ltd) takes no responsibility for allergic reactions, sickness, permanent injury or death resulting from confectionery, food or beverages distributed by exhibitors to attendees.

18. All cancellations must be submitted formally via email. **If cancellations are made prior to 3rd August, 2018**, the organisers reserve the right to charge a cancellation fee of 50% on the total cost of the refund. If an immediate replacement can be confirmed by the organisers (4community Pty Ltd) an admin fee of \$150.00+GST will be deducted from the refund. **In the event of a cancellation after the 3rd August, 2018, no refund applies, 100% of the registration fee will be forfeited.**

19. Exhibitor Set-up and dismantling times as indicated must be strictly adhered to. Move-in times are **2pm-6pm, Thursday 25th October** and **7:00am - 8.30am, Friday 26th October**. All **vehicles** must move-in during the Thursday, 25th October prior to **10am** due to access restrictions. **Move-in after 8.00am on Friday 26th October is strictly not permitted. Move out time is 3pm to 5pm, Saturday 27th October.**

20. It is the requirement of the participant to leave the site rubbish free and in good, clean condition. All sites, booths and hire equipment are to be left in their original condition at the end of the Expo or excess charges may apply.

21. 4community reserves the right to use any photograph/video taken at any event held by 4community, without the expressed written permission of those included within the photograph/video. 4community may use the photograph/video in publications or other media material produced, used or contracted by 4community including but not limited to: brochures, books, magazines, websites, social media. By participating in an 4community event or by failing to notify in writing your desire to not have your photograph used, you are agreeing to release, defend, hold harmless and indemnify 4community from any and all claims involving the use of your picture or likeness. To ensure privacy, images will not be identified using full names or personal identifying information without written approval from the photographed subject. A person who does not wish to have their image recorded should notify the photographer and contact info@4community.com in writing. Any person/organisation not affiliated with 4community may not use, copy, alter or modify 4community photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorized person from 4community.

22. To the maximum extent permitted by law, neither party will have any liability to the other for fines, penalties, taxes (except GST) and any exemplary, aggravated or punitive damages, liquidated damages or any indirect or consequential loss (including but not limited to loss of business, loss of revenue, loss of contract, loss of production, lost opportunity costs), legal costs and expenses (except reasonable legal costs awarded by a court) except where such losses are covered by an insurance policy held by the party.