



## TERMS & CONDITIONS

1. The application attached to these terms is an application by the Sponsor/Exhibitor (“the Exhibitor”) to take the sponsorship package AND/OR area of space alone/with Stand specified at the 2019 DLTV Expo (“the Exhibition”) described in the said application at the Catholic Leadership Centre, East Melbourne (“the Venue”) and for exhibition purposes on the dates and for the charges specified in the said application. The Exhibition is being promoted and organised by Digital Learning and Teaching Victoria (“the Promoter”).
2. By returning the signed application the Exhibitor will be deemed to have offered to the Promoter to take the space/stand on the terms and conditions and in accordance with the rules and regulations contained herein. When accepted by the Promoter the application becomes a binding contract between the applicant and the Promoter.
3. The Promoter reserves the right to accept or reject an application.
4. The Exhibitor will pay the Promoter the space and stand charges in accordance with the payment terms specified in the application. The dishonoring of any payment in respect to the application will constitute a breach of this Agreement. All payments must be received in full before the commencement of the Exhibition.
5. If the Exhibitor fails to make full payment, withdraws from the Exhibition or fails to occupy all or part of the space allotted, then the Exhibitor is deemed to have cancelled the contract and the Promoter reserves the right to re-let the space to another applicant and to recover damages from the Exhibitor in the form of cancellation fees. Cancellation fees will be calculated according to the date the Promoter became aware of the Exhibitor’s cancellation. If cancellation occurs on or after 10 June 2019 then a 100% cancellation fee will apply. If cancellation occurs before 10 June 2019 then a 30% cancellation fee will apply. Notice of withdrawal must be made by the Exhibitor to the Promoter in writing. By signing the application form the Exhibitor acknowledges that these cancellation fees are reasonable pre-estimates of the typical loss to the Promoter if the Exhibitor cancels the booking.
6. Insurance Liability: Neither the Promoter nor the conference venue owners will be responsible for the safety of any exhibit or property of any Exhibitor, or any other person for the loss or damage of, or deconstruction to same, by theft or fire or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lock outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Promoter or for any loss or damage occasioned, if by reason of happenings of any such event, the opening of the Exhibition is prevented or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor agrees to undertake to insure to their full replacement value the contents of their stand and all associated equipment and materials.
7. The Promoter will make the space allocated in the Exhibition available to the Exhibitor during the course of the Exhibition. (from 6am on Thursday, July 25th until 7pm on Friday July 26th 2019)
8. The Promoter may postpone or amend the time for the holding of the Exhibition or change the venue of the Exhibition to another venue in the same city to such time or venue which in the opinion of the Promoter is more suitable for the Exhibition and the Promoter will not be liable for any loss occasioned thereby provided that this right will be exercised only where circumstances arise to the reasonable belief of the Promoter to make such changes necessary.
9. The Exhibitor will not be entitled to any refund in the event of cancellation of the Exhibition because of industrial action, blackouts or any other cause beyond the Promoter’s control.



10. The Promoter may in the event of any circumstances which render it necessary vary the space and stand allocation and the Exhibitor will accept such re-allocation without any claim for a reduction in charges or otherwise.

11. The Promoter will determine the hours during which the Exhibition will be conducted and as to hours of access for Exhibitors and visitors and such times may be varied from time to time as necessitated by commercial considerations without objection on the part of the Exhibitor. The Exhibitor agrees to occupy and continually keep open throughout the course of the exhibition the space allocated to it. Exhibits must not be removed partially or totally before **2.00pm** on the final day of the Conference.

12. The Exhibitor hereby indemnifies and releases the Promoter against all actions, suits, costs, claims and demands, brought against the Promoter by any person, firm or corporation for any damage, loss or injury caused directly or indirectly to or suffered by any person, firm or corporation as a result of any act or default of the Exhibitor or the servants, agents, contractors or invitees of the Exhibitor or resulting directly or indirectly from the attendance of the Exhibitor at the Exhibition including travel to and from the venue.

13. The Promoter is not liable for any indirect or consequential damages arising out of breach of this Exhibition Contract.

14. No Exhibitor will assign, sublet or share the whole or any part of the space allocated to the Exhibitor/Sponsor without the written consent of the Promoter. Where there is more than one Exhibitor occupying space, their liability will be joint and several.

15. In the event any statute implies any term, condition or warranty into this agreement which cannot be lawfully excluded, they will apply to this agreement, save that the liability of the Promoter and each of them for breach will be limited, at the option of the Promoter, to any one of more of the following: a) the replacement of goods to which the breach relates or the supply of equivalent goods; b) the repair of such goods; c) the payment of the cost of replacing the goods or acquiring equivalent goods; or d) the payment of the cost of having the good repaired.

16. If any provision of this Agreement is held to be illegal or contrary to public policy or otherwise unenforceable, such invalidity or unenforceability will be deemed eliminated or modified to the extent which in the court's opinion, it is necessary to make the remainder of the provision enforceable.

17. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Victoria. Each party submits to the non-exclusive jurisdiction of the Courts of Victoria and the Courts which hear appeals from those Courts.

18. This Agreement contains the entire understanding of the parties concerning the subject matter dealt with herein and supersedes all prior negotiations, correspondence, understandings, arrangements and representations between the parties or made by a party and each party acknowledges that except as set out in this Agreement, it has not relied on any representation made by or on behalf of any other party.

19. These general conditions and the rules and regulations may not be modified or waived by any person.

20. The Promoter will update the Exhibitor from time to time with email news unless the Exhibitor advises the Promoter in writing to be removed from such updates.

21. The Exhibitor must provide the Promoter with a current certificate of currency for their Public Liability Insurance. If the certificate is due to expire during the conference period, a letter from the insurer is required to confirm the Exhibitor will be covered during the course of the event.

## RULES & REGULATIONS FOR THE EXHIBITION

The following are the rules and regulations applicable to the conduct of the Exhibition and which are agreed will bind the Exhibitor, its servants, agents, contractors and invitees.

1. The Promoter will have the right to amend or add to these rules provided that such amendments or additions do not materially increase or diminish the rights of the Exhibitor and are notified to the exhibitor.

2. The Exhibitor will comply with all rules and regulations of the authority having control over the Venue site. Failure to comply with these rules and regulations may result in the Promoter or the authority administering the Venue site



ordering the removal from the Venue of the whole or any part of the stand and exhibits of the Exhibitor and in that event the Promoter and/or the said authority will not be liable for any claim for any loss or for compensation.

3. All trade exhibition representative names must be registered prior to the 2017 DLTV Conference and Exhibition.

4. Exhibitor companies and their representatives must represent the company that has agreed to the contract with DLTV.

5. All signing, advertising and clothes promotions must represent the company that has entered into the contract agreement with DLTV.

6. Companies and their representatives that have not entered into a direct contract agreement with DLTV are not permitted to participate in the exhibition without the prior consent of the Promoter

7. All exhibits, displays and demonstrations are to be subject to the approval of the Promoter which will allot times for the erection and dismantling of Stands.

8. Exhibitors/Sponsors using any form of sound amplification agree to keep the volume at an acceptable level. The acceptable level of sound is at the sole discretion of the Promoter The Promoter reserves the right to remove the offending equipment for the duration of the show if this request is not met.

9. All Exhibitors will to the satisfaction of the Promoter, clean and keep tidy all space occupied by the Exhibitor. It is the responsibility of the Exhibitor to see that all general rubbish and litter is taken from the Stand immediately after the completion of the Exhibition.

10. The Exhibitor will comply with all rules, regulations and requirements of any statute of any government or semi-government authority or trade union and without in any way limiting this provision all regulations and directions relating to fire safety, the provision of liquor and foodstuffs, copyright, games of chance, occupational health and safety and building works. The Exhibitor will indemnify and keep the Promoter, Exhibition Secretariat and Venue indemnified against any costs, claim, action, suit, proceedings or demand resulting from any non-compliance with this rule.

11. No part of any Stand or exhibit will intrude onto any gangways or obscure any fire or exit sign. No Exhibitor shall erect obstruction which in the opinion of the Promoter interferes with the good order of the Conference or with any other Exhibitor.

12. No lottery, raffle, guessing game, game of chance or sideshow will be conducted without the consent of the appropriate authority and the Promoter.

13. Exhibitors may not canvass or distribute promotional material other than from their own stand.

14. No goods of any description may be removed without the written consent of the Promoter

15. No electrical or plumbing work will be undertaken save with the consent of the Promoter and then only by an Electrical or Plumbing Contractor approved by the Promoter .

16. Retail sales are permitted in the Exhibition provided the goods sold are accompanied by a receipt which indicates the company name and stand number and fully describes the goods sold.



# Sponsorship Level Inclusions

