



HIRE18
CELEBRATING 50 YEARS
30-31 MAY 2018 BRISBANE



Terms and Conditions

GENERAL CONDITIONS

This agreement is made on the date specified on the Exhibitor Booking Form, both online and hard copy, between the Hire and Rental Industry Association Ltd Organising Committee hereinafter called the 'Organiser' and the person or company referred to as the exhibitor on the Exhibitor Booking Form, or Sponsor involved with exhibiting, and hereinafter called the 'Exhibitor' whereas - the Organiser proposes to promote and conduct an exhibition (the 'Exhibition') as described in the trade brochure and at the time and date set out and whereas the Exhibitor is desirous of participating in the Exhibition and has applied to the Organiser for space on the terms contained below.

THE AGREEMENT

- 1 The word 'Exhibitor' shall mean and include the exhibitor and his or its heirs, successors and permitted assignees.
- 2 The Exhibitor hereby agrees with the Organiser;
 - a. to take and occupy, during the Exhibition, only the space specified on the Exhibitor Booking Form.
 - b. that none of the rights and benefits granted to it hereunder shall be capable of assignment and that it will not without the written consent of the Organiser allow another person or company to occupy any part of the space taken by the Exhibitor pursuant to this agreement.
 - c. the Exhibitor will pay to the Organiser the total amount payable in the manner set out in the Exhibitor Booking Form.
 - d. to be bound by all the conditions set out in the 'Conditions Applying to the Exhibition Order', which appear below.
- 3 The Organiser hereby agrees with the Exhibitor that, subject to the conditions set out in the 'Conditions Applying to the Exhibition Order', it will make the space referred to on the Exhibitor Booking Form available to the Exhibitor during the course of the Exhibition.

CONDITIONS APPLYING TO THE EXHIBITION ORDER

- 1 The Exhibitor will be responsible for any loss or damage to the display stand, partitions, electrical fittings, spotlights, flooring (including carpet, paving or concrete) provided for the Exhibitor and will make good such damage to the satisfaction of the Organiser.
- 2 The Exhibitor must comply with all rules and regulations of the authority who has control over the Building.
- 3 The Organiser may, in the event of any circumstances making it necessary, alter the location of the stand allocated to the Exhibitor. If the location of this stand is not acceptable to the Exhibitor and an acceptable alternative cannot be offered, then the Exhibitor reserves the right to withdraw from the Exhibition and will, in these circumstances, be entitled to a full refund of all related monies paid to the Organiser.
- 4 The Organiser may, without refund, cancel the allocation of space to any Exhibitor, who in the opinion of the Organiser is creating a disturbance or nuisance or carrying on any activity contrary to the law.
- 5 The Organiser may allocate to any person any space allotted to the Exhibitor which may be forfeited pursuant to these conditions.
- 6 The Organiser will not be liable for any damage claimed by any person or persons who may be injured during the course of the Exhibition or any loss of property suffered during the course of the Exhibition.

HIRE AND RENTAL INDUSTRY ASSOCIATION LIMITED

ACN: 093 630 847 ABN: 70 093 630 847

PO Box 1304 Mona Vale NSW 1600 P: 02 9998 2255 F: 02 9998 2299

E: info@hireandrental.com.au W: www.hireandrental.com.au

- 7 The Organiser shall not be liable for detrimental weather and outdoor Exhibitors exhibit in this area at their own risk.
- 8 Should any extra costs be applicable due to the moving or installation of heavy equipment on-site the Exhibitor shall incur such costs.
- 9 Where there is more than one Exhibitor occupying space, their liability shall be joint and several.
- 10 In the event of non-payment of any monies due, pursuant to this agreement, or in the event of the breach of any condition on the part of any Exhibitor, all monies paid to the Organiser will be forfeited and the Exhibitor shall have no right to occupy any space allocated and will have no claim against the Organiser. In the event of forfeiture for any reason the Exhibitor will not be released from any liability pursuant to these conditions.
- 11 The Exhibitor shall not be entitled to any refund in the event of cancellation of the Exhibition due to a 'Force Majeure' including industrial action, blackouts or any other cause which is outside the control of the Organiser.
- 12 The Organiser shall not be responsible for any loss or damage to any product, plant or equipment exhibited.
- 13 The Exhibitor shall comply with all statutory requirements applicable to it during the Exhibition.
- 14 The Exhibitor must not cause damage to the ground/bitumen, floor, walls (whether internal or external), fixtures, fittings or any other part of the Exhibition venue including any part occupied by the Exhibitor and any common access, egress or other areas. This applies to both internal and external display areas. All outdoor display areas must be temporary and must not be fixed to existing buildings, fixtures, or the ground in any way. No structures shall be erected outdoors without the permission of the Organiser.
- 15 Any damage caused due to circumstances referred to in Clause 14 above must be rectified by the Exhibitor to the satisfaction of the Organiser.
- 16 Movement of any vehicles or equipment which are on display during the Exhibition is prohibited unless written authorisation has been provided by the Organiser.
- 17 Indoor and outdoor exhibits are for the display of static items only – no moving demonstrations are permitted. Unless written approval been provided by the Organiser, any breach of this condition will result in appropriate action being taken, not limited to all monies paid to the Organiser being forfeited and that the Exhibitor shall have no right to occupy any space allocated and will have no claim against the Organiser. In the event of forfeiture for any reason the Exhibitor will not be released from any liability pursuant to these conditions. Furthermore, the Exhibitor, at the discretion of the Organiser, may be banned from any further participation in the HIRE18 program including Hire Industry Excellence Awards.
- 18 Bump in and bump out details can be found in the Exhibitor Handbook.
- 19 A stand space may be temporarily held by an Exhibitor for a maximum period of 3 days after which, if not confirmed by the Exhibitor, it will be available to other Exhibitors.
- 20 All cancellations must be in writing.
 - a. If a cancellation is received after payment of the booking fee that is less than 30 days prior to the commencement date of the Exhibition a cancellation fee of 100% of the booking fee will be charged.
 - b. If a cancellation is received after payment of the booking fee that is more than 30 days but less than 120 days prior to the commencement date of the Exhibition a cancellation fee of 50% of the booking fee will be charged.
 - c. If a cancellation is received after payment of the booking fee that is more than 120 days prior to the commencement of the exhibition a cancellation fee of 25% of the booking fee will be charged.
 - d. A cooling off period of 7 working days applies from the date of payment of the booking fee.

INSURANCE CLAUSE

It is a condition of booking for Exhibition or sponsorship at the Hire and Rental Industry Association Ltd 2018 Conference and Exhibition (HIRE18) that neither the Venue nor the Organisers are liable for any loss or damage to property of whatever nature including equipment, exhibits and/or display material. This Disclaimer applies howsoever the loss or damage is caused including any act or omission, whether negligent, willful or otherwise, of the Venue or the Organisers, their staff and officers. This Disclaimer extends to all forms of property damage or loss and any consequential losses that may be suffered. Exhibitors are responsible to insure for loss, damage or theft of all products brought to the exhibition, including transportation to and from the event. Exhibitors must effect and maintain for the duration of the Exhibition (including move-in and move-out) public liability insurance with a reputable insurer and on terms and conditions acceptable to the Organiser. A copy of this insurance certificate must be supplied via the online Exhibitor Portal or emailed to the Exhibition Manager.

THE PROTECTION OF YOUR PROPERTY IS YOUR RESPONSIBILITY.