

VALA2010 Sponsorship and Exhibition Terms and Conditions & Cancellation Policy

1) **Acceptance of Application**

The application of the Exhibitor to exhibit is an offer which is accepted by the banking by the Organiser of the Exhibition of the amount payable on the making of the application.

2) **Liability and Insurance**

Subject to clause 3, the Exhibitor and the servants, agents and contractors of the Exhibitor occupy and use the Exhibition space/booth allotted under this Exhibition contract and enter the Melbourne Convention & Exhibition Centre (MCEC) and act under or pursuant to this Exhibition contract at their own risk.

The Exhibitor hereby indemnifies and releases Waldron Smith Management ("the Organiser"), Harry the Hirer and the MCEC ("the Venue Managers"), VALA – Libraries, Technology and the Future Inc. (VALA) and CSE Systems Pty Ltd (the VALA Secretariat) and each of them and all and each of the Sponsors of the Exhibition ("the Sponsors") against all actions, suits, costs, claims and demands brought against the Organiser, the Venue Managers, VALA, the VALA Secretariat and the Sponsors or any of them by any person firm or corporation for any damage or loss 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 such venues and without limiting the foregoing the Organiser, the Venue Managers, VALA, the VALA Secretariat and the Sponsors or any of them shall not in any circumstances be liable for any loss damage or injury which may occur to the Exhibitor or the servants, agents or contractors of the Exhibitor or for any damage to their property including damage to exhibits, plant, equipment, fixtures, fittings or other property whatsoever or for any loss of profits which they may suffer howsoever caused.

It is strongly advised that each Exhibitor seek to cover their equipment, exhibits and display material with adequate insurance and also effect public risk insurance at the expense of the Exhibitor.

3) **Implied Warranties**

In the event any statute implies any term condition or warranty into this agreement which cannot be lawfully excluded, such terms will apply to this agreement, save that the liability of the Organisers and each of them for breach of any such implied term will be limited, at the option of the Organisers, to any one or more of the following:

- the replacement of goods to which the breach relates or the supply of equivalent goods;
- the repair of such goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of the cost of having the goods repaired.

4) **Consequential Damage**

The Organiser will not be liable for any indirect or consequential damages arising out of a breach of this Exhibition contract.

5) **Security**

The MCEC's security operations control room is staffed around the clock by security personnel and closed circuit TV and access control systems. These systems provide fundamental perimeter security in the complex, but beyond this, the Organiser, and the Venue Managers, VALA and the VALA Secretariat and their officers and employees, separately or collectively, are not responsible for any damage to or for the loss or destruction of an exhibit from fire or theft or accidents or injury resulting from such causes. Security staff dedicated to duty in the Exhibitor's booth area can be engaged at the Exhibitor's cost

6) **Additional Conditions and Regulations**

The Exhibitor and the servants, agents, contractors and invitees of the Exhibitor are also to observe the conditions, rules, regulations and procedures as set out in the Exhibition Manual of the MCEC as revised and added to from time to time and which is available for inspection on request.

7) **Variations**

The Organiser may in the event of any circumstance which renders it necessary vary the booth or stand space allocation and the Exhibitor will accept such re-allocation without any claim for a reduction in charges or otherwise.

8) **Unavoidable Occurrences**

In the event that the Exhibition is cancelled or delayed through no fault of the Organiser, the Venue Manager, VALA, the VALA Secretariat or the Sponsors including but not limited to fire, flood, labour disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slow downs or disputes, or other similar events then the Exhibitor shall not be entitled to any refund or to claim for any loss of damage.

9) **Assignments and Subletting**

No Exhibitor shall assign, sublet or share the whole or any part of the space booth allotted without the knowledge and consent of the Organiser.

10) **Cancellation Policy/Deposit Payment/Balance of Payment**

In the event of the cancellation of sponsorship and/or exhibition booth space, unless that particular area of sponsorship or exhibition is resold, VALA reserves the right to retain all monies received. If the balance of payment is not received by the due date, the allocated sponsorship and/or exhibition will be cancelled. Payment (upon booking) of 50% is required to secure space with the balance due on 31 October, 2009.

11) **Hours**

The Organiser shall determine the hours during which the Exhibition shall be conducted and as to hours of access for Exhibitors including variations of such times as shall be necessary.