

# TERMS OF CONTRACT

## DEFINITIONS

In these conditions:

"The Organiser" means North Port Events Ltd, and is referred to as "the Organiser" throughout this contract.

"Exhibitor" means the company or individual specified and includes all employees, agents and contractors of the company or individual exhibiting.

"Owner/Lessor" means the Owner or Manager of the Event venue wherever the Event is being held from time to time.

## TERMS

- 1 The signing of this contract constitutes a binding agreement.
- 2 The Organiser reserves the right to amend these terms and conditions in order to comply with any laws or requirements of the Owners/Lessors of the Event venue. All amendments will be in writing.
- 3 This contract constitutes a licence to occupy and exhibit and does not constitute a lease or a tenancy.

### 1.0 PAYMENT

- 1.1 The Exhibitor shall be liable for payments under this contract as specified on this contract.
- 1.2 Unless notified otherwise payments by the Exhibitor do not include the following; insurance, cleaning, power, telephone, plumbing, dressing of stand, staffing, advertising or similar material all of which shall be the responsibility of the Exhibitor.

### 2.0 WITHDRAWAL BY EXHIBITOR

- 2.1 Without prejudice to the rights and remedies of the Organiser under this contract the Exhibitor may withdraw from the Exhibition subject to the following conditions:

(a) Notice to withdraw must be in writing sent to the Organiser.

(b) Should notice to withdraw be received then payments under this contract will be as follows:

Notice received between 52-33 weeks prior to the Exhibition start Date will incur a withdrawal fee equivalent to 25% of the total cost of the Exhibitors Stand space rental as per this contract.

Notice received between 17-32 weeks prior to the Exhibition Start Date will incur a withdrawal fee equivalent to 50% of the total cost of the Exhibitors Stand space rental as per this contract.

Notice received within 16 weeks prior to the Exhibition Start Date will incur a withdrawal fee equivalent to 100% of the total cost of the Exhibitors Stand space rental as per this contract.

2.2 The consideration due under this clause shall be payable forthwith and only until such time as payment is made in full (or credit applied from prior deposits) will this contract be cancelled after which time neither party shall have any further claim against the other.

### 3.0 DEFAULT IN PAYMENT

- 3.1 If the Exhibitor fails to pay any sum on the due date the Organiser may without prejudice to its other remedies forthwith or at any time thereafter at its option exercise all or any of the following remedies:

(a) Cancel this contract, in which case all monies paid by the Exhibitor shall be forfeited as liquidated damages, and/or

(b) Charge the Exhibitor a cancellation fee, as per clause 2 herein.

(c) Declare the unpaid balance of the contract price to be due and payable and the Organiser may sue for payment thereof.

All monies due remain payable and at the option of the Organiser the Exhibitor shall pay to the Organiser interest at the rate of 10% per annum calculated on a daily basis from the due date until payment in full is made. Additionally all legal and debt collection costs incurred in securing the balance monies due shall be payable to the Organiser.

- 3.2 The Exhibitor shall be liable for any taxes, duties and fees if any payable under or as a result of this agreement or the default or failure of the Exhibitor to comply with the terms herein.

### 4.0 STAND CONSTRUCTION

4.1 The Exhibitor shall not construct a display stand higher than the shell scheme walls [2.3 or 2.5 metres] except with the prior written approval of the Organiser.

4.2 The Exhibitor shall not without the prior written permission of the Organiser display, exhibit or demonstrate any product or service which does not in the opinion of the Organiser fall within the subject matter of the Event.

4.3 The Exhibitor shall not paint, mark or damage the floors, walls or any other part of the Exhibition premises and shall be responsible for the cost of any repairs or reinstatement under this clause. Outside Exhibitors must make good any damage or defacement to building structures, concrete, bitumen, sealed or grassed surfaces.

4.4 The Exhibitor acknowledges that the Owner/Lessor of the Event site may reserve to itself the installation of power, water and gas supply, a fair proportion of the cost of which shall be borne by the Exhibitor.

4.5 The Organiser reserves the right to approve any exhibit or stand and may require the removal or alteration of a stand or exhibit on a stand at its absolute discretion. The Organiser shall not be liable for any losses or damages arising whatsoever as a result of exercising its control under this clause.

### 5.0 EXHIBITOR INDEMNITIES

5.1 The Exhibitor undertakes to comply with all regulations and bylaws applicable to the site including but not limited to the Fair Trading Act and the Consumer Guarantees Act and indemnifies the Organiser from all claims, costs and damages arising whatsoever for breach by the Exhibitor.

5.2 The Exhibitor shall in regard to all plant, equipment and machinery used in connection with its stand, comply with all regulations, Government orders and codes of practice to insure the safety of the employees of the Exhibitor, the Organiser and the general public.

5.3 The Exhibitor shall not bring into the exhibition site any dangerous goods and indemnifies the Organiser for all claims, costs and liabilities arising howsoever from the actions of the Exhibitor, its employees and invitees.

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- 5.4 The Exhibitor undertakes at all times to comply with the Building Act 1991 and the Health and Safety in Employment Act and indemnifies the Organiser for any costs, claims or liabilities arising as a result of the Exhibitor's actions or inactions or its failure to comply with Local Body or Government regulations relating to the Exhibitor's stand or the Exhibition venue.
- 5.5 The Exhibitor shall keep its stand open for display and staffed by competent representatives during show hours as determined by the Organiser.
- 5.6 The Exhibitor shall keep the display space properly maintained and clean and only conduct its business from the space contracted.
- 5.7 The Exhibitor shall ensure that the passes and badges supplied for the exclusive use of the Exhibitor are not used by unauthorised persons or otherwise used to admit people into the exhibition who are not working for the Exhibitor on the Exhibitor's stand.

### 6.0 INSURANCE

- 6.1 The Organiser shall be under no liability for loss or damage to exhibits or the property of the Exhibitor, its servants, agents, contractors or licensees howsoever such loss or damage may be caused whether or not caused in whole or in part by the negligence of the Organiser, its servants, contractors or agents. The Exhibitor alone is responsible to take out all necessary insurance both personal and public.

### 7.0 PROMOTION

- 7.1 The Organiser reserves the sole right to distribute photographs and other promotional material about the Exhibition. No responsibility is accepted by the Organiser for any error, misdirection or omission occurring in any promotional material. The Organiser gives no warranty as to the type or extent of promotion of the Exhibition nor as to the attendance numbers.

### 8.0 PRIVACY ACT

- 8.1 The Exhibitor acknowledges that the Organiser will pass on information to stand contractors and/or promotional organisations prior to and after the event. The Exhibitor shall on signing this contract inform the Organiser in writing if there is an objection to the transfer of information to third parties.

### 9.0 GENERAL

- 9.1 The Organiser may in its absolute discretion refuse any person entry for good cause into the Exhibition.
- 9.2 The Organiser may alter the size, shape or location of the Exhibitor's stand as deemed in the best interests of the Event at the Organiser's absolute discretion.
- 9.3 The Exhibitor may not sublet, assign, share or part possession with the stand except with the prior written permission of the Organiser. Failure to observe this clause is a specific breach of this contract with the Organiser reserving the option to terminate or charge additional rental to the Exhibitor at its sole discretion.
- 9.4 If the holding of the Exhibition or the supply of any service is prevented, postponed or abandoned for reason of fire, storm, lightning, national emergency,

strike, lockout, civil disturbance, inevitable accident or any cause not within the control of the Organiser or should the Exhibition site become wholly or partially unavailable for the holding of the Exhibition or if the running of the Exhibition is deemed uneconomic for any reason by the Organiser then the Organiser shall be at liberty to determine this contract. Where the contract is determined under this clause the Organiser shall be under no liability in any way whatsoever for any costs, expenditure, liability or consequential loss incurred by the Exhibitor. The Organiser may in its absolute discretion refund in whole or in part any payment made by the Exhibitor or shall hold or transfer any monies paid by the Exhibitor to a similar show within the next twelve months or waive any future liability under this agreement.

- 9.5 Should the Exhibitor fail to comply with or be in breach of the terms herein the Organiser may terminate this contract by giving notice in writing and may retain any payments made under this agreement as liquidated damages. Upon receiving notice of termination the Exhibitor shall immediately remove its exhibits from the Exhibition site provided that the Organiser may remove such exhibits to the address of the Exhibitor stated on the face hereof. The costs of removal shall become a debt due to the Organiser. The provisions of clauses 2.1 and 2.2 apply to any action taken under this clause.
- 9.6 This agreement sets forth the entire agreement and undertaking between the Organiser and the Exhibitor. Neither party shall be bound by any condition warranties or representations except as expressly provided for herein and unless in writing signed by both parties. In addition the Exhibitor acknowledges that it has not entered into this contract in reliance upon any representation, warranty or undertaking which is not expressly set out or referred to in this contract.
- 9.7 All notices hereunder shall be in writing and shall be sufficiently served if sent by post to the address of the Exhibitor herein or to the Organiser c/o PO Box 47213, Ponsonby, Auckland.
- 9.8 If any part of this agreement is deemed invalid or of no force or effect this agreement shall be construed as though such part had not been inserted and the remainder of the agreement shall remain in full force and effect.
- 9.9 The Organiser may assign its rights and obligations under this contract to any person without the prior consent of the Exhibitor.