NOTE: No Site will be allocated to you unless this Undertaking is signed and returned, so please complete and return the Undertaking immediately. However, the submission by you of this Undertaking in no way guarantees or entitles you to the allocation of any Site.

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1. Terms and Conditions

1.1 Application of Agreement

(a) This Agreement applies to the Applicant Parties in relation to all aspects relating to the Event and constitutes the entire agreement between the Applicant Parties and the Organiser.

(b) By submitting an Application Form, the Applicant Parties are deemed to have read, understood and agreed to be bound by this Agreement.

1.2 Special Conditions

The Special Conditions (if any) set out in Item 10 apply to the parties' obligations under this Agreement. If the Special Conditions are in any way inconsistent with the remainder of this Agreement, the Special Conditions prevail to the extent of that inconsistency.

1.3 Applicant Parties

(a) Any payment made or notice given by the Organiser to an Applicant Party is deemed to have been made or given to both Applicant Parties.

(b) Any breach of this Agreement by an Applicant Party is deemed to be a breach by both Applicant Parties.

(c) The Applicant Parties are jointly and severally liable under this Agreement.

1.4 Application Form and allocation of Sites

(a) The submission of an Application Form by the Applicant Parties to the Organiser does not guarantee or otherwise entitle the Applicant Parties to the allocation of any Site.

(b) The Organiser reserves the right to reject any Application Form, without being required to assign any reason for that rejection.

(c) Without limiting the Organiser's rights or discretion under clause 1.4(b), the Organiser may reject an Application Form if the Organiser considers that:

(i) any of the goods proposed to be exhibited at the Event by the Applicant Parties:

(A) are not of an appropriate standard or quality; or

(B) do not promote the objects or purposes of the Event or do not otherwise fall within the scope of the Event (as determined by the Organiser);

(ii) the Applicant Parties have not been operating a Dealership for at least 12 months prior to the Event;

(iii) the participation of the Applicant Parties may in any way hinder, disrupt or otherwise be detrimental to:

(A) the reputation of the Organiser or any other exhibitor;

(B) the reputation of the Event; or

(C) the efficient or successful operation of the Event.

(iv) the Applicant Parties' primary place of business is located outside of Australia or the Applicant Parties do not ordinarily conduct business in Australia.

(d) In making a determination under clause 1.4(c)(iv), the Organiser maintains absolute discretion and may consider (in addition to other matters) whether:

(i) the Applicant Parties are registered in Australia (including whether the Applicant Parties have an Australian business number);

(ii) the Applicant Parties have a permanent establishment in Australia;

(iii) the Applicant Parties have conducted their business out of a genuine physical business premises located in Australia for a period of at least 12 months; and

(iv) the Applicant Parties have engaged employees who ordinarily reside in Australia.

(e) If the Organiser accepts an Application Form submitted by the Applicant Parties, the Organiser may determine in accordance with the Site Allocation Rules the specific Site to be allocated to the Applicant Parties as outlined in the show sales kit.

(f) On the determination of the specific Site to be allocated to the Applicant Parties by the Organiser, on request by the Organiser the Applicant Parties must pay the Holding Fee in order to secure the Site for the Event.

(g) For the avoidance of doubt, the Holding Fee is a part payment of the Site Fee.

(h) If the Holding Fee is paid to the Organiser in accordance with clause 1.4(f), subject to the Applicant Parties complying with the remainder of this Agreement, the Organiser will reserve the Site for use by the Applicant Parties at the Event.

(i) If the Applicant Parties fail to pay the Holding Fee within the time specified by the Organiser:

(i) the Organiser will be entitled to reallocate the Site to any other person;

(ii) no Site will be allocated to the Applicant Parties; and

(iii) the Applicant Parties will be in breach of this Agreement and the Organiser may exercise any of its rights under clause 8.

(j) The Organiser may vary the size, shape or position of a Site and Exhibit at any time on notice to the Applicant Parties.

(k) The Applicant Parties are prohibited from sublicensing, sharing, transferring or in any way parting with possession of their allocated Site, without the prior written consent of the Organiser.

(l) For the avoidance of doubt, the prohibition under clause 1.4(k), prohibits the Applicant Parties from renting, sharing, donating or in any way allowing any other person to display or advertise any material at the relevant Site.

(m) An Applicant Party seeking or intending to exhibit any Vehicle as part of the Event is only permitted to submit an Application Form where that Applicant Party is the manufacturer of that relevant Vehicle or brand.

(n) All sales and transaction for products or services (including any Exhibit Goods) must be processed by the relevant Exhibitor operating the Exhibit to which those products or services relate and not by any third party.

(o) An Applicant Party is only entitled to exhibit the specific products which are specified on their Application Form and will be placed at the discretion of the Organiser in designated category areas for recreational vehicles (for example caravans will be placed with caravans, unless special permission has been granted to mix certain recreation vehicle products).

2. Events Manager

The Organiser may delegate any of its powers or authority under this Agreement to the Events Director (being the Chief Executive of the Organiser) and the Applicant Parties must, at all times, comply with any instructions, directions or requirements of the Events Director, Events Manager or their representatives.

3. The Event and Venue

(a) The Applicant Parties acknowledge that their attendance at the Event is at the sole discretion of the Organiser and the Applicant Parties accept that the Organiser may, for any reason:

(i) deny or refuse any person entry to all or any part of the Venue or the Event at any time; and

(ii) remove any person from the Venue or any part of the Venue at any time.

(b) All decisions made by the Organiser in relation to the Event will be final and binding on the Applicant Parties and their Personnel.

(c) The Organiser may determine in its absolute discretion:

(i) the hours in which the Event will be open to the public; and

(ii) the rates to be charged to visitors for entry into the Event.

4. Payments

4.1 Site Fee

(a) In consideration of the Organiser granting access to the Applicant Parties to the Site at the Event, the Applicant Parties must pay the Site Fee.

(b) Unless otherwise agreed by the Organiser, the Site Fee does not include any costs associated with:

(i) connections to, or use of, any utilities (including electricity, water and gas) at the Venue;

(ii) connections to, or use of, any internet or telephone services at the Venue;

(iii) waste removal from the Site;

(iv) advertising and the distribution of catalogues, handbills or pamphlets in relation to the Event or the Exhibit;

(v) walling and floor coverings for the Site;

(vi) unloading, loading, handling, packing, arranging or dressing any Exhibit;

(vii) wages of staff required for the operation and management of the Exhibit;

(viii) cleaning the Exhibit and the Site;
(ix) obtaining the Required Insurance;
(x) statutory charges which may become payable as a result of this Agreement; or
(xi) any other item or matter that relates to the Site or the Exhibit,
(**Additional Fees**).

(c) The Applicant Parties must pay all Additional Fees invoiced by the Organiser in accordance with clause 4.3(c).

4.2 Security Deposit

(a) The Applicant Parties must pay the Security Deposit to the Organiser as security for its obligations under this Agreement.

(b) Subject to clause 4.2(c), within a reasonable time after the conclusion of the Event, the Organiser must refund the Security Deposit to the Applicant.

(c) The Organiser will be entitled to retain the Security Deposit and the Security Deposit will vest in the Organiser absolutely if any Retention Event occurs.

(d) The Applicant Parties acknowledge and agree that:
(i) the amount of the Security Deposit represents a genuine pre-estimate of the minimum amount of loss likely to be suffered by the Organiser as a result of a Retention Event; and
(ii) nothing in this clause 4.2 limits the ability of the Organiser to recover any loss suffered by the Organiser in connection with a Retention Event.

4.3 Invoicing and payment

(a) At the time of allocating a Site to the Applicant Parties, the Organiser will issue a valid tax invoice to the Applicant Parties for the Site Fee and the Security Deposit (**Invoice**).

(b) The Applicant Parties must pay the amount set out in the Invoice as follows:
(i) the Holding Fee and the Security Deposit on the Initial Payment Date; and
(ii) 30% of the Site Fee on the Second Payment Date; and
(iii) 40% of the Site Fee, being the remainder of the Site Fee on the Final Payment Date.

(c) The Organiser will issue a further tax invoice to the Applicant Parties after the Event for any Additional Fees payable in respect of the Applicant Parties' participating in the Event (**AF Invoice**).

(d) The Applicant Parties must pay any AF Invoice issued by the Organiser within 7 days of the date of the relevant AF Invoice.

4.4 Default in payment

If the Applicant Parties default in payment of any money payable under this Agreement, for a period of more than 5 Business Days, then the Organiser may do any one or more of the following:

(a) suspend that Applicant Parties' rights under this Agreement (including its right to operate the Exhibit and access the Venue);

(b) charge interest on the amount outstanding at the Prescribed Rate accruing daily from and including the due date for payment until the date of payment in full; or

(c) terminate this Agreement.

5. Obligations of the Applicant Parties

5.1 General obligations

(a) The Applicant Parties, and any of its Personnel must in exercising their rights and discharging their obligations under this Agreement:
(i) comply with:
(A) all applicable Laws, including all obligations under the Australian Consumer Law;
(B) all applicable standards and codes of practice;
(C) the Exhibitor Manual;
(D) the Exhibitor Information and Sales Kit;
(E) the Event Rules and Regulations; and
(F) all directions and requirements of the Organiser, the Venue Management or the Events Manager made or given to the Applicant Parties, including any directions or requirements arising as a result of the COVID-19 pandemic;
(G) the COVID 19 Safety Plan approved by the Organiser in accordance with clause 5.1(c) and clause 5.1(d).
(ii) maintain all necessary Authorisations required to be obtained by the Applicant Parties for participating in the Event and the operation of its business and activities including obtaining all necessary road vehicle type approvals in accordance with the *Road Vehicles Standards Act* 2018 (Cth) for any Vehicle to be exhibited or made available for sale at the Exhibit;
(iii) engage Personnel with suitable training, expertise and experience to operate and manage their Exhibit; and
(iv) exercise all due care, skill and attention.

(b) The Applicant Parties must, on request from the Organiser, provide evidence that it has the financial, technical or other relevant capacity to be able to fulfil to completion orders for products solicited at the Event.

(c) At least 2 months prior to the Event, the Applicant Parties must submit a COVID 19 Safety Plan to the Organiser for approval.

(d) If the Organiser requires any changes or amendments to the COVID 19 Safety Plan whether before, during or after the Event, the Applicant Parties must immediately make those changes and amendments to the COVID 19 Safety Plan and comply with that amended COVID Safety Plan.

(e) Once approved by the Organisers, the Applicant Parties must not change or amended the COVID 19 Safety Plan unless the change or amended has been approved or required by the Organisers.

5.2 Approval of Exhibits

(a) The Applicant Parties must obtain the consent of the Organiser, at least two months prior to the commencement of the Event, to the layout, design, weight and character of the Exhibit, the Exhibit Goods (which must meet all requirements at Law) and any marketing or advertising material to be distributed or displayed at the Event.

(b) The Applicant Parties must obtain the Organiser's approval of any alterations to the Exhibit, Exhibit Goods or its marketing materials which occur following approval of the Organiser under clause 5.2(a) (**Alteration**).

(c) The Organiser may charge the Applicant Parties an administrative fee for any Alteration at an amount equal to:
(i) in the case of changes to the Applicant Parties' colour scheme (including carpets), 20% of the costs associated with the shell scheme expenses; or
(ii) in any other case, the greater of:
(A) 20% of the Site Fee; and
(B) $200.

(d) The Applicant Parties must not make any Alterations to the Exhibit unless and until they are approved by the Organiser.

(e) The Applicant Parties must only display and market at the Event those brands, goods and services which have been approved by the Organiser to form part of the Exhibit Goods in accordance with clause 5.2(a).

(f) The Applicant Parties must display and sell only new Exhibit Goods and Vehicles not more than 12 months old from the date of the Event and must, for the duration of the Event be the current holder of any franchise agreement licence or other contractual right necessary for the sale of those Exhibit Goods.

(g) For the avoidance of doubt, the Applicant Parties must not display or otherwise sell any Second Hand Goods at the Event.

(h) The Applicant Parties must be able to demonstrate that where any Exhibit Good has been sourced from, or distributed or imported by a third party, that the Applicant Parties have obtained all appropriate warranty coverage from that third party in relation to the Exhibit Good as required by Law.

(i) Subject to clause 5.2(k), Exhibit Goods, whether made in Australia or overseas, must comply with all applicable Laws and the appropriate Australian Design Rules and Australian Standards for the category in which those goods are manufactured.

(j) Without limiting clause 5.2(i), all Vehicles displayed as part of an Exhibit must comply with any compliance programs or standards developed or maintained from time to time by the Organiser.

(k) If approved by the Events Manager, Applicant Parties may display, as part of their Exhibit, prototypes of

accessories and equipment used in connection with caravan or camping industry (**Accessory Prototypes**).

(l) Any Accessory Prototype displayed by an Applicant Party in accordance with clause 5.2(k) is for display purposes only and must not be available for purchase by any person at the Event.

(m) Applicant Parties must not display prototypes of Vehicles as part of their Exhibits.

(n) The Applicant Parties acknowledge and agree that:

(i) no Site will be entitled to display more than one brand of Vehicle or Exhibit Goods;

(ii) multiple Sites are not permitted to display Vehicles of the same brand;

(iii) if two or more exhibitors seek to display Vehicles of the same brand, the Organiser may in its absolute discretion, determine the relevant exhibitor who is permitted to display that brand and provide notice to the other exhibitors of that fact;

(iv) the Organiser will only allow one manufacturer per Site.

(o) The Applicant Parties must comply with any determination made by the Organiser under clause 5.2(n).

(p) The Applicant Parties must physically display all Exhibit Goods which are being offered for sale to visitors (including any caravans, camper trailers, motor-homes and 5th wheelers).

(q) The Organiser may, at any time, require the Applicant Parties to remove any part of an Exhibit from the Venue or alter all or any part of an Exhibit, if it considers that the Exhibit:

(i) does not conform with the layout, design, weight or character of the Exhibit previously agreed to by the Organiser under clause 5.2(a);

(ii) is not in the best interests of the Event;

(iii) is not of a sufficient quality or standard or is a second hand vehicle more than 12 months old;

(iv) possesses or may possess a risk to the health or safety of any person;

(v) may cause damage to any property of the Organiser, the Venue Management or any other person; or

(vi) otherwise is in breach of any provision of this Agreement.

(r) If an Applicant Party fails to comply with the requirements of the Organiser under clause 5.2(q), the Organiser may, without any liability to the Applicant Parties whatsoever (including as a result of any damage resulting to the Exhibit), remove or alter the Exhibit in the manner which had been requested by the Organiser.

(s) If clause 5.2(r) applies, the Applicant Parties must indemnify the Organiser for any loss or damage suffered or incurred by the Organiser as a result of the removal or alteration of the Exhibit by the Organiser.

5.3 Assembly and removal of Exhibits

(a) The Applicant Parties must comply with all instructions and directions given by the Events Manager in relation to the Exhibit, however, the Applicant Parties are responsible for, and accept all risks associated with the construction, assembly, dismantling and removal of the Exhibit.

(b) All aspects of the Exhibit (including its structure, signage, furniture and décor) must be finished at a professional and high level of standard and quality as required by the Organiser.

(c) The Applicant Parties must comply with the Event set-up and move-out timetable as notified by the Organiser from time to time.

(d) During the assembly and removal of the Exhibit, all items brought onto the Venue by the Applicant Parties must be appropriately and safely packaged and labelled.

(e) The Applicant Parties must ensure that the Exhibit is fully completed prior to the commencement of the Event by the relevant time specified by the Organiser.

(f) Without limiting the Organiser's other rights, if the Exhibit is not completed in accordance with clause 5.3(e), or the Applicant Parties have not provided the Organiser with evidence of the Required Insurances, the Organiser may:

(i) prevent the Applicant Parties from operating its Exhibit or participating in the Event;

(ii) require the Applicant to remove that part of the Exhibit which has been assembled at the Site; and

(iii) take possession of the Site and allot the Site to another exhibitor,

and the Exhibitor will be deemed to have cancelled or withdrawn from participating in the Event.

(g) Without limiting clause 6.2, if the Exhibitor is deemed to have cancelled or withdrawn from participating in the Event in accordance with clause 5.3(f), any portion of the Site Fee paid prior to that cancellation or withdrawal will be forfeited and any unpaid portion of the Site Fee will remain payable.

(h) The Applicant Parties must ensure only appropriately qualified, licensed and experienced Personnel are used at the Venue during the set-up, running and close down of the Event.

(i) The Applicant Parties must ensure that no person enters the Venue during set up and move-out periods unless they are:

(i) over the age of 16;

(ii) wearing enclosed shoes; and

(iii) wearing an approved high visibility safety vest or such other clothing as required by Law or any Authorisation.

(j) If the Exhibit is deemed by the Events Manager to be outdoors:

(i) the Exhibit must not be free standing;

(ii) the Applicant Parties must obtain the Organiser's consent before erecting any structure; and

(iii) the Applicant Parties must not dig or bore holes or drive spikes into any part of the Venue without the Organiser's consent.

(k) The Applicant Parties must ensure that all boats and other vessels on trailers that form part of the Exhibit Goods are fitted with a tow ball guard in line with the Organiser's requirements.

(l) The bringing onto the Venue and riding of skateboards, skates, scooters, bikes and other such devices (**Devices**) within Venue is strictly prohibited.

(m) The sale of Devices at the Event is strictly prohibited unless:

(i) any Devices on display, are secured (locked and chained) so they cannot be ridden in the Venue;

(ii) any Devices for sale, are packaged so as not to be able to be assembled or used within the Event;

(iii) any Devices are clearly labelled that they are not to be used within the grounds of the Venue using wording supplied by, and on a label approved by, the Events Manager; and

(iv) approval is given by the Events Manager.

(n) The Applicant Parties must ensure that in assembling the Exhibit, the Exhibit has adequate through traffic access to each aisle into which the relevant Site faces, unless otherwise agreed by the Organiser.

(o) Any marquees or similar structures which are erected for the purposes of an Exhibit must comply with all requirements specified from time to time by the Organiser.

(p) The Exhibit must enable adequate public access and comply with all fire regulations notified by the Organiser from time to time.

(q) The Applicant Parties must obtain the Organiser's consent prior to suspending or attaching any fixtures, wires or fittings to any part of the Venue and must only suspend or attach those items in the manner directed by the Organiser from time to time.

(r) The Applicant Parties acknowledge and agree that:

(i) no domestic animals, with an exception for dogs, are permitted to be brought onto the grounds of the Venue at any time(including cats and reptiles); and

(ii) no livestock may be brought on to the grounds of the Venue without the approval of the Organiser and then only with the appropriate certifications required by the Organiser.

(s) At the conclusion of the Event or if required to vacate the Site at any time by the Organiser:

(i) the Applicant Parties must, in an orderly and safe manner, remove everything brought onto the Venue by the Applicant Parties or their Personnel before the end of the move-out timetable;

(ii) the Site and its environs must be restored to the state and quality it was in before the Event; and

(iii) all widespread materials used on Exhibits (bark or landscaping) must be raked into a central pile

or a cleaning charge will be levied and payable by the Applicant Parties.

5.4 Operating Exhibits

(a) The Applicant Parties, including its Personnel must ensure that the Exhibit and the Site:

(i) is appropriately staffed, operating and open to the public at all times during the Exhibiting Hours;

(ii) is maintained in a safe, clean and tidy condition at all times during the Event;

(iii) is adequately lit during the Exhibiting Hours; and

(iv) is operated in accordance with the Exhibitor Manual.

(v) does not display signage that either directly or indirectly implies factory Direct sales of recreational vehicles;

(vi) displays prices that meet all Laws (including Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**))at all times and otherwise comply with all other relevant provisions of the Australian Consumer Law;

(vii) does not display any material which may be consider misleading or deceptive and otherwise conducts itself in a manner which is in contravention of the Australian Consumer Laws;

(viii) does not advertise any product other than those products that have been approved by the Organiser in accordance with this Agreement; and

(ix) complies with the COVID 19 Safety Plan; and

(x) Complies with any, plans, directions (including directions from any COVID 19 marshals), requirements or Laws arising as a result of the COVID 19 pandemic in relation to the Site, the Event or which are otherwise required by the Organiser at any time.

(b) The Applicant Parties must not seek to operate or conduct any business, sales, marketing or activities in any area other than their allocated Site.

(c) The Applicant Parties must ensure that all items forming part of the Exhibit remain at the Site for the duration of the Event and that no part of the Exhibit is dismantled or removed prior to the close of the Event unless otherwise required by the Organiser.

(d) For the avoidance of doubt:

(i) the Applicant Parties must ensure that no Vehicles of any kind which form part of the Exhibit (or are otherwise sold, marketed or displayed by the Applicant Parties) are handed over, driven, towed, moved or otherwise delivered to, or by, any person from any part of the grounds of the Venue (including any carparks, roadways, entrances or exits) or any area which the Organiser deems to be in close proximity to the Venue, whether before, during or after the Event, other than as reasonably required in order to assemble or remove the Exhibit; and

(ii) the Applicant Parties must ensure that the handover of any Vehicle to any person occurs diligently and safely and at a facility appropriately equipped to provide that services.

(e) Without limiting any other rights of the Organiser under this Agreement, if an Applicant Party fails to comply with clause 5.4(d), the Organiser reserves the right, in its absolute discretion, to:

(i) reject any application received from an Applicant Party to participate in any future events, exhibitions or other events conducted from time to time by the Organiser (**Future Event**); or

(ii) otherwise suspend or cancel any application made by an Applicant Party and previously accepted by the Organiser in respect of any Future Event.

5.5 Standards of behaviour

(a) The Applicant Parties acknowledge that before, during and after the Event and at any time while any of its Personnel are at the Venue, they must not and must procure that their Personnel do not:

(i) interfere, disrupt or otherwise act in a manner that may disrupt or interfere with the Event or any other exhibit, including entering onto another exhibitors site without the express permission of that exhibitor or their most senior representative;

(ii) not erect any advertising which may block the view of any other exhibit;

(iii) consume any alcohol at the Venue unless otherwise specified in the Special Conditions or

(iv) act in a manner which would breach any food or alcohol consumption rules or requirements of the Venue;

(v) smoke at any Exhibit or any area of the Venue which at any time is designated by the Organiser or the Venue Management as being a no smoking area.

(vi) block or allow anything to protrude on any area beyond their allocated Site (including any other site, thoroughfare, stairs, steps, aisles, gangways, overpass, underpass, passageway, entry or exit at the Venue);

(vii) use offensive, indecent or obscene language or behave in a manner that is, in the opinion of the Events Manager, offensive, threatening, abusive or indecent;

(viii) smoke in any designated "no smoking" area;

(ix) misuse, deface, damage, remove or tamper with any property or equipment belonging to the Organiser, the Venue Management or any other third party (including any pipes, light or other electrical fittings);

(x) operate any type of machinery or equipment at a sound level, which in the Organiser's opinion is likely to cause nuisance or annoyance to other exhibitors, the Venue Management or any other third party;

(xi) use any microphones or amplifying equipment without the prior consent of the Organiser;

(xii) allow any person other than the Applicant Parties to display any advertising or marketing material (including place stickers, signs, brochures, magazines, catalogues or placards) at the Site or at any other part of the Venue;

(xiii) display or distribute any advertising or marketing material in relation to any future trade days, product promotion or event at the Event;

(xiv) distribute any helium filled balloons or glass containers to any person without the prior approval of the Events Manager;

(xv) distribute any material which markets or advertises any goods other than the goods which form part of the Exhibit;

(xvi) act in a manner that is or may be harmful or detrimental to the health and safety of any person at the Event (including any Personnel and any visitors to the Event);

(xvii) bring or store any Hazardous Materials to the Venue without the prior approval of the Organiser;

(xviii) do anything which may, in the Organiser's opinion hinder, damage or otherwise impugn the reputation of the Event, the Organiser, the Venue Management or any other exhibitor at the Event;

(xix) conduct any sale by auction, lottery, raffle, guessing competition, prize draw, giveaway, game of chance or game of skill without first obtaining the consent of the Organiser and obtaining all necessary Authorisations;

(xx) distribute or provide any purported complimentary tickets or passes to the Event without the written consent of the Organiser;

(xxi) misuse, lend or give its entry passes for the Event to any third party; or

(xxii) conduct any sideshow or production without obtaining the prior consent of the Organiser.

(xxiii) make any disparaging comments or remarks about or in relation to another exhibitor's goods or products.

(b) For the purposes of clause 5.5(a)(xviii), the Applicant Parties will be deemed to have breached that clause in circumstances where they distribute any material which disparages, or verbally disparages, the product of any other exhibitor.

(c) Without limiting the Organiser's other rights under this Agreement, if any Applicant Party or its Personnel, in the Organiser's opinion, engage in any conduct that breaches clause 5.5(a), the Organiser may:

(i) expel the Applicant Parties or any of their Personnel from the Event, with immediate effect; and

(ii) reallocate the Site to another person,

at the Applicant Parties' cost.

(d) The Applicant Parties must ensure that each of its Personnel:
  (i) act in a quiet, orderly and respectful manner and not make any disparaging comments about other exhibitors or their products;
  (ii) conduct the Exhibit in a professional and workmanlike manner;
  (iii) wear appropriate, neat and professional attire; and
  (iv) treat all persons including volunteers, contractors and others with respect and ensure no person is the subject to any verbal or physical abuse.

(e) The Applicant Parties must immediately notify the Events Manager if it becomes aware of any:
  (i) damage, loss, accidents or defects which occur in relation to the Venue or any property owned by any person at the Venue; and
  (ii) fact, matter or circumstance which may in any way be detrimental or harmful to the health and safety of any person.

(f) If the Organiser consents to the use by the Applicant Parties of any amplifying equipment (including speakers or microphones), the Applicant Parties must ensure that:
  (i) all speakers are directed inwards at the Site; and
  (ii) it does not cause any nuisance or interference with any neighbouring exhibit.

(g) The Applicant Parties acknowledge and agree that no person is entitled to remain at the Venue overnight and the Applicant Parties must ensure that none of its Personnel do so.

6. Changes and cancellations

6.1 Changes and cancellations by the Organiser

(a) The Organiser reserves the right, in its absolute discretion and without notice to the Applicant Parties (or any other person), to:
  (i) change, amend or alter:
    (A) the location or placement of any Site previously assigned to the Applicant Parties;
    (B) the Opening Date and Closing Date;
    (C) the duration of the Event;
    (D) the Venue of the Event; or
    (E) any other aspect of the Event (including removing or replacing any part of the Event); or
  (ii) cancel the Event.

(b) To the maximum extent permitted by Law:
  (i) the Organiser will have no Liability to the Applicant Parties as a result of any change or amendment to the Event made in accordance with clause 6.1(a)(i); and
  (ii) the sole extent of the Organiser's liability to the Applicant Parties as a result of a cancellation of the Event in accordance with clause 6.1(a)(ii) is limited to refunding the amount of any Site Fee paid by the Applicant Parties.

6.2 Cancellations by the Applicant Parties

(a) If the Applicant Parties cancel or withdraw their participation in the Event, without limiting any other provision of this Agreement:
  (i) the Applicant Parties must pay the Cancellation Fee to the Organiser (if applicable); and
  (ii) the Organiser reserves the right, in its absolute discretion, to:
    (A) reject any application received from any Applicant Party to participate in any Future Event; or
    (B) otherwise suspend or cancel any application made by an Applicant Party and previously accepted by the Organiser in respect of any Future Event.

(b) The Applicant Parties acknowledge and agree that the Cancellation Fee represents a genuine pre-estimate of the loss or damage caused to the Organiser as a result of the Applicant Parties' cancellation or withdrawal from participating in the Event.

6.3 Modification by the Applicant Parties (Downsizing)

(a) If the Applicant Parties request to modify or downsize the original size site booking of the participation in the Event, the Applicant Parties must do so in writing. Without limiting any other provision of this Agreement:
  (i) the Applicant Parties must pay the Modification Fee to the Organiser (if applicable); and
  (ii) the Organiser reserves the right, in its absolute discretion, to:
    (A) reject any application received from any Applicant Party to downsize or modify their booking; or
    (B) otherwise suspend or cancel any application made by an Applicant Party and previously accepted by the Organiser.

(b) The Applicant Parties acknowledge and agree that the Modification Fee represents a genuine pre-estimate of the loss or damage caused to the Organiser as a result of the Applicant Parties' cancellation or withdrawal from participating in the Event.

7. Safety

(a) The Exhibitor must ensure:
  (i) that the COVID 19 Safety Plan is approved in accordance with clause 5.1(c);

(ii) all Personnel follow safe work practices for all work conducted on its site and within the Venue;

(iii) all Personnel have available and utilise all relevant and necessary protective equipment as required by Law;

(iv) any high risk or unusual tasks are to have a job safety analysis completed prior to conducting the work and approval sought from the Events Manager;

(v) all work areas are to be kept clean and tidy and free of slipping and tripping, mechanical or electrical hazards at all times;

(vi) all work areas are to be cordoned off from the public, unless specifically agreed otherwise by the Events Manager;

(vii) all machinery, conduct and the Exhibit comply with statutory requirements as to safety;

(viii) only safe tools and equipment are to be brought onto or used at the Venue;

(ix) all electrical leads and appliances used must be tagged and tested in accordance with Australian Standard 3760, certifying its fitness for use for the duration of the Event;

(x) LP Gas cylinders attached to Vehicles on display are empty;

(xi) all temporary electrical installations have an RCD (residual current device/earth leakage circuit breaker) at the point of connection to any electrical installation;

(xii) all Personnel comply with the COVID 19 Safety Plan and any other plans, directions (including directions from any COVID 19 marshals), requirements or Laws arising as a result of the COVID 19 pandemic in relation to the Site, the Event or which are otherwise required by the Organiser at any time ;and

(xiii) no crepe paper or any readily inflammable material is used (including corrugated cardboard, or plastic) within any building at the Venue.

(b) The Applicant Parties must obtain from the Events Manager a permit to work for high risk activities such as, but not limited to (**Permit to Work**):

(i) any work that may set off a fire alarm;

(ii) hot work (including welding, grinding or soldering);

(iii) work at heights (including any work with the potential fall of 2 metres or more);

(iv) any crane or scaffold work;

(v) excavations in the Venue;

(vi) any work near high voltage wires;

(vii) any work involving dangerous goods or work on electrical systems; and

(viii) confined space entry.

(c) The Applicant Parties must comply with all conditions on the Permit to Work.

(d) If a Permit to Work has not been obtained or the conditions not complied with, pursuant to clause 9.2(b), and an alarm system is triggered, the costs of any emergency services attending the Venue will be charged to the Applicant Parties.

(e) Except with the prior written approval of the Organiser:

(i) articles of a dangerous or unsafe nature (including storage of petrol, explosives, and other inflammable materials) must not be brought onto the Venue, exhibited or used in conjunction with an Exhibit; and

(ii) batteries must be disconnected.

(f) The Applicant Parties are responsible for the daily cleaning of their Site. No excess cartons or similar equipment may, at any time, be placed in front of a fire exit or such prohibited area.

(g) The Applicant Parties must observe and abide by the rules and regulations for fire protection as stipulated by the Venue and as directed by officers of the Metropolitan Fire and Emergency Services Board, the Melbourne Fire Brigade and the Country Fire Authority (as applicable).

(h) The Applicant Parties must treat and render non-flammable any material used for lining or drapes on any part of the Exhibit that is in any indoor area.

(i) The Applicant Parties must report any identified hazards, that cannot be immediately resolved to the Events Manager. If the hazard poses a serious and immediate threat, the Applicant Parties must cease work and make the area safe.

(j) Any work injuries or incidents that occur at the Venue must be reported to the Events Manager immediately and an Incident Investigation Form must be completed within 24 hours of the injury or incident and provided to the Events Manager.

(k) The Applicant Parties must provide their own first aid facilities.

(l) The Applicant Parties must read and understand the emergency procedures for the Venue as well as ensuring that their Personnel understand the procedures before set up. The emergency procedures are provided as part of the Exhibitor Information and Sales Kit and must be displayed in prominent areas in each Exhibit.

(m) The Applicant Parties must keep clear at all times the fire access pathways, which are designated by yellow lines throughout the Venue.

8. Default and termination

8.1 Default

(a) If an Event of Default occurs in relation to any Applicant Party, the Organiser may in its sole discretion:

(i) provide the Applicant Parties with a notice setting out the Event of Default and requiring the Applicant Parties to remedy the Event of the Default with the time specified in the relevant notice and;

(A) suspend all or part of the Applicant Parties' rights to participate in the Event and display the Exhibit; or

(B) suspend the Applicant Parties' access to the Venue,

until the Event of Default has been remedied;

(b) Without limiting clause 9.2(a), any representation, warranty, condition, guarantee or undertaking that would be implied by this Agreement by Legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by Law.

(c) Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Applicant parties by the Australian Consumer Law or any other Law that cannot be excluded, restricted or modified by agreement.

(d) To the fullest extent permitted by Law, the Liability of the Organiser for a breach of a non-excludable consumer guarantee of the Australian Consumer Law is limited to a refund of the Site Fee.

10. Liability

10.1 Risks

(a) The Applicant Parties acknowledge and agree that their attendance to the Venue and participation in the Event may carry certain dangers (including the risk of injury and damage to person or property) and to the fullest extent permitted by Law, the Applicant parties:

(i) agree to accept all risks associated with their attendance at the Venue, participation in the Event and the display of the Exhibit; and

(ii) release and forever discharge the Organiser and the Venue Manager and each of their Personnel from and against any and all Liability that the Applicant Parties may suffer arising from, or in connection with their participation in the Event and display of the Exhibit, irrespective of whether:

(A) the Liability is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise; or

(B) the Applicant Parties previously notified the Organiser or any other person of the possibility of that Liability.

(b) Any damage caused to the Venue by the Applicant Parties or their Personnel must promptly be made good, to the satisfaction of the Organiser, at the expense of the Applicant Parties.

10.2 Exclusion of liability

(a) The Organiser and the Venue Manger are not liable to the Applicant Parties or to any other person for:

(i) any loss or damage of any kind that is directly or indirectly caused by or results from any wrongful, wilful, reckless or negligent act or omission by the Applicant Parties or their Personnel;

(ii) any indirect, incidental, special or consequential loss or damage, loss of profits, loss of anticipated profits, economic loss, loss of business opportunity, loss of data or loss or damage resulting from wasted management time.

(b) To the maximum extent permitted by Law, the maximum aggregate liability of the Organiser for all proven Claims arising out of this Agreement, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the amount paid by the Applicant Parties under this Agreement.

11. Indemnity

Each Applicant Party indemnifies and must keep indemnified, the Organiser, the Venue Management and each of their Personnel (**Indemnified Parties**) from all Claims (including legal costs on a full indemnity basis) that may be brought against any of the Indemnified Parties or which the Indemnified Parties may pay, sustain, suffer or incur as a direct or indirect result of any one of the following:

(a) the Applicant Parties' and their Personnel's access and entry to the Venue;

(b) a breach of this Agreement by an Applicant Party;

(c) the Applicant Parties' and their Personnel's participation in the Event and the Exhibit;

(d) any failure of an Applicant Party or its Personnel to follow any directions provided to them by any Indemnified Party;

(e) any wrongful, wilful, reckless or negligent act or omission by the Applicant Parties or their Personnel.

12. Insurance

(a) The Organiser is not responsible for insuring any of the goods of the Applicant Parties. The Applicant Parties must maintain an appropriate level of insurance required for the full replacement value of each of their goods brought to the Venue and the Exhibit.

(b) The Applicant Parties must have or effect a public liability insurance policy which covers their liability to

8.2 Consequences of termination

(a) On the termination of this Agreement in accordance with clause 8.1, the Applicant Parties must comply with all directions made by the Events Manager in relation to the removal of the Exhibit from the Venue.

(b) Despite any other provision of this Agreement, this clause 8.2 and clauses 1.3 (Applicant Parties) 4.2 (Security Deposit), 5.3 (Assembly and removal of Exhibits), 6.2 (Cancellations by the Applicant Parties), 7 (Safety), 9 (Warranties), 10 (Liability), 11 (indemnity), 12 (insurance) 14 (General) and 16 (Definitions and interpretation) survive the expiry or the termination of this Agreement.

9. Warranties

9.1 Warranties

(a) Each Applicant Party represents and warrants to the Organiser that:

(i) it and all of its Personnel will at all times comply with all relevant Laws, including the Australian Consumer Law.

(ii) it has adequate financial means to fulfil to completion orders for products solicited at the Event;

(iii) there are no actions, claims, proceedings or investigations, pending or threatened against it or by, against or before any person that may have a material effect on the subject matter of this Agreement;

(iv) it is not, and none of the suppliers, dealers or manufacturers of any of the Exhibit Goods are, subject to an Insolvency Event; and

(v) it is not entering into this Agreement as trustee of any trust or settlement, unless otherwise clearly set out.

9.2 Exclusion of Warranties

(a) The Organiser makes no guarantees or warranties in relation to:

(i) the availability of any Site;

(ii) the number of visitors to the Event;

(iii) the number of exhibitors at, or sponsors of, the Event;

(iv) the identity of any of the exhibitors or sponsors of the Event

(v) the timeliness, quality or delivery of any services to be provided by the Organiser to the Applicant Parties.

the public for an amount of not less than $20,000,000 in respect of personal injury to or death arising by accident to any person whomsoever and in respect of any injury loss or damage whatsoever arising by accident to property, real or personal, including property belonging to the Venue Owner and the Organiser. The insurance must note the name of the Organiser and the Venue Owner as interested parties. This cover is to include the full period of the Event, including setting-up and dismantling times, and is to remain current until the Venue has been fully vacated by the Applicant Parties.

(c) A certificate of currency noting the interests of the Organiser and the Venue Owner must be submitted to the Organiser no later than 4 weeks prior to Organiser setting up its Exhibit.

(d) Should the provision of a public liability insurance certificate not have been complied with:
  (i) the Organiser may provide the details of the Applicant Parties to its insurance broker and arrange for insurance on behalf of the Applicant Parties at their cost; and
  (ii) the Organiser may prohibit the Applicant Parties from occupying its Site, and may take possession and use the Site for its own purposes and may allot the Site to any other person, at the Applicant Parties' costs.

(e) No Vehicle capable of being registered may be driven onto the Venue by the Applicant Parties unless appropriate insurance is maintained for that Vehicle and all necessary registrations of that Vehicle are current.

(f) The Applicant Parties must not do or cause to be done anything which is likely to jeopardise or prejudice the fire risk insurance of the Venue.

13. Force Majeure

(a) If either the Organiser or an Exhibitor is wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, then:
  (i) after the Force Majeure Event arises, the affected party must notify the other party of the extent to which the affected party is unable to perform its obligations, and in the case that the Organiser is the affected party, then the notice under this clause may be made by notice posted on the Organiser's website that is accessible to the general public;
  (ii) the affected party will use its reasonable endeavours to mitigate the effect of the Force Majeure Event; and
  (iii) the affected party will not be liable to the other party for any liability the other party suffers or incurs as a result of that Force Majeure Event.

(b) A Force Majeure Event does not relieve a party from liability for an obligation to pay money in a timely manner prior to the occurrence of that Force Majeure Event.

(c) If a Force Majeure Event occurs and the Organiser reasonably believes that it will continue for a period of more than 20 days, the Organiser may take any action reasonably necessary to mitigate the effect of the Force Majeure Event, including:
  (i) suspending or postponing the Event in accordance with clause 6;
  (ii) terminate this Agreement, at any time thereafter, by notice to the Exhibitor.

14. COVID 19 Cancellation Event

(a) Without limiting the Organiser's rights under clause 13, if a COVID 19 Cancellation Event occurs:
  (i) during the period after the Victorian State Government has provided all necessary approvals to enable the Event to proceed, but prior to the day on which the Event Commences, the Organiser will refund to the Exhibitor the full amount of any Site Fee and Security Deposit paid by the Exhibitor; or
  (ii) after the commencement of the Event, then the Organiser will pay the Security Deposit in accordance with clause 4.2 and the Site Fee will be refunded as follows:

$$A = B \left(\frac{C - D}{C} \right)$$

where

A = the amount of the Site Fee to be refunded to the Exhibitor;

B = the Site Fee paid by the Exhibitor;

C = the duration of the Event, being the number of days on which it was scheduled to operated irrespective of, the hours of operation; and

D = the number of days during which the Event actually operated for prior to the cancellation of the Event, irrespective of the hours of operation on those days

For the avoidance of doubt, this clause 14, will not apply in circumstances where the Organiser delays or postpones the Event in accordance with clause 13.

15. General

(a) This Agreement is governed by the laws in force in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of this Agreement, its performance or subject matter.

(b) Nothing in this Agreement is to be construed as creating any relationship of partnership, of principal and agent or of trustee and beneficiary.

(c) The Applicant Parties must pay any duty (including related interest or penalties) payable in respect of this Agreement and undertakes to keep the Organiser indemnified against all liability relating to duty, fines and penalties.

(d) The Applicant Parties cannot assign or otherwise transfer the benefit of this Agreement, without the prior written consent of the Organiser.

(e) The Organiser may assign or transfer the benefit of this Agreement by providing notice to the Applicant Parties.

(f) Any provision of this Agreement which is invalid in any relevant jurisdiction must in relation to that jurisdiction:
  (i) be read down to the minimum extent necessary to achieve its validity, if applicable; and
  (ii) be severed from this Agreement in any other case without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in another jurisdiction.

(g) This Agreement must not be construed to the disadvantage of a party because that party was responsible for its preparation.

(h) The Organiser reserves the right, at any time, by providing notice to the Applicant Parties, to vary this Agreement at its discretion, to ensure:
  (i) compliance with all Laws, or any requirements or directions of the Venue Management; or
  (ii) the efficient running of the Event.

(i) The Organiser reserves the right, by providing notice to the Applicant Parties, to amend, alter, add to or change the Event Rules and Regulations or the Exhibitor Manual at any time at its absolute discretion.

(j) The Applicant Parties must comply with any variations to this Agreement or the Event Rules and Regulations made by the Organiser under clauses 15(h) or 15(i).

(k) The Organiser may deduct from moneys due or to become due to the Applicant Parties all amounts due from the Organiser to the Applicant Parties.

16. Definitions and interpretation

16.1 Definitions

Agreement means the contract created between the Applicant Parties and the Organiser including the Application Form, the Undertaking, the Terms and Conditions, the Schedules and any annexures;

Applicant means the person applying to Exhibit at the Event as set out in the Application Form;

Applicant Parties means the Applicant and the Exhibitor;

Applicant's Nominated Dealer means, in the case of an Applicant that is a Manufacturer, the dealer specified in the Application Form as the nominated dealer for that Manufacturer and is in accordance with the definition of 'dealer' as determined by the Organiser;

Application Form means the application form attached to these Terms and Conditions;

Authorisations means:

(a) an authorisation, consent, right, certificate, licence, permit, declaration, exemption, notarisation or waiver, however described (including any renewal or partial renewal); and

(b) any authorisation or consent regarded as given by a Government Agency where, in relation to something that can be prohibited or restricted by Law if the Government Agency takes action with a specified period, that period expires without that action being taken;

Cancellation Fee means the fee referred to in Item 7 of the Schedule;

CTIAV means the Organiser;

Claim means a claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment or Liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute and whether involving a third party or a party to this Agreement or otherwise;

COVID 19 Cancellation Event means an event or circumstances arising as a result of the COVID 19 pandemic which is beyond the reasonable control of a party which:

(a) prevents or otherwise materially affect the ability of the Organiser to operate, proceed or continue with the Event in the reasonable opinion of the Organiser, including as a result of any change of Law; or

(b) prevents the Exhibitor from attending the Event:

be read down to the minimum extent necessary to achieve its validity, if applicable; and

i. as a consequence of the closure of any State or Territory border closure; or

ii. without being required to complete 14 days mandatory quarantine or isolation in any State or Territory and the Exhibitor does not complete that mandatory quarantine or isolation;

COVID 19 Safety Plan means a plan which sets out the manner in which the Applicant Parties propose to safely assemble, operate and remove its Exhibit to avoid the spread of COVID 19 and comply with any Laws in relation to COVID 19, including any social distancing requirements;

Dealership means a business involved in buying, selling or exchanging recreational vehicles on a retail or wholesale basis and otherwise meeting the requirements for a "Dealership" as determined by the Organiser from time to time;

Emergency Services means the police, fire brigade, ambulance or any other emergency response services;

Event means the event to be conducted at the Venue and referred to in Item 1 of the Schedule;

Event of Default means the occurrence of one or more of the following:

(a) an Applicant Party fails to comply with any term of this Agreement;

(b) an Insolvency Event occurs in relation to the Application Party or any of the suppliers, manufacturers or dealers of Exhibit Goods; or

(c) an Applicant Party or any of its Personnel engage in any act or omission which, in the Organiser's opinion may adversely affect the Event or the reputation of the Organiser;

Events Director means the Chief Executive Officer of the organiser being the person specified in Item 2 in effective control of the Event as determined by the Organiser;

Events Manager means the person specified in Item 3 of the Schedule who is under direction of the Events Director;

Exhibit means the individual exhibit on the allocated Site;

Exhibit Goods means any goods which is to be displayed by the Applicant Parties at the Event or otherwise form part of the Exhibit;

Exhibiting Hours means the hours in which the Event is open to the public as set out in Item 8 of the Schedule;

Exhibitor means and includes all individuals, principals, employees and/or agents of any company, partnership, form or entity accepted by the Organiser as an Exhibitor in the Event, being;

(a) in the event that the Applicant is a Manufacturer, the Applicant's Nominated Dealer; and

(b) in all other cases, the Applicant itself;

Exhibitor Information and Sales Kit means the information and sales kit provided to potential Applicant Parties containing the Application Form, Terms and Conditions, Event Rules and Regulations and any other materials provided by the Organiser to the Exhibitor under these Terms and Conditions;

Exhibitor Manual means any manuals prepared by the Organiser and given to the Applicant Parties in relation to the operation of exhibits;

Final Payment Date has the meaning given to that term in Item 5**Error! Reference source not found.** of the Schedule;

Force Majeure means an event which is beyond the reasonable control of the party affected, whether foreseeable or otherwise, and which could not have been prevented by the party affected exercising reasonable diligence and includes an act of God, earthquake, cyclone, fire, explosion, flood, landslide, lighting strike, storm, tempest, drought, war or pandemic (whether declared or undeclared), invasion, act of foreign enemy, hostilities between nations, civil insurrection, explosion, government intervention, act of public enemy, sabotage, malicious damage, terrorism, civil unrest, contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel, confiscation, requisition, expropriation, prohibition, embargo, damage to property by or under the order of any government authority, strikes at a national level or industrial disputes at a national level, or any failure of the internet or telecommunications services, any failure of public service, absence of transport facilities, absence of raw material supplies, plant breakdown or failure of plant to perform to expected specifications;

Future Event has the meaning given to that term in clause 5.4(e)(i);

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental, or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

Hazardous Material means any substance or material that could adversely affect the safety of any person as determined by the Organiser;

Holding Fee means the amount set out in Item 6 of the Schedule;

Incident Investigation Form means the form to be completed if there is an injury or incident which can be obtained from the Events Manager;

Initial Payment Date has the meaning given to that term in Item 5 of the Schedule;

Insolvency Event means in relation to any person, any one or more of the following or circumstances:

(a) a winding up, dissolution, liquidation, provisional liquidation, administration or bankruptcy;

(b) having appointed to it or any of its property a controller, receiver, receiver and manager, administrator, liquidator or any other person holding or appointed to an analogous office or acting or purporting to act in an analogous capacity;

(c) being unable to pay any of its debts as and when due and payable;

(d) seeking protection from its creditors under any Law, entering into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors;

(e) any analogous event or circumstance to those described above under any Law; or

(f) taking any step or being the subject of any action that is preparatory to, or reasonably likely to result in any of the above;

Law means:

(a) principles of law or equity established by decisions of courts;

(b) statutes, regulations or by-laws of the Commonwealth, a State, a Territory or a Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a

Territory or a Government Agency that have the force of law;

Liability includes all liabilities, losses, damages, costs, interest, fees, penalties, fines, assessments, forfeiture and expenses of whatever description (whether actual, contingent or prospective);

Manufacturer means the manufacturer of any Vehicle;

Modification means downsizing or reduction of exhibition space, of the original size of the site booking

Organiser means the Caravan Trade and Industries Association of Victoria ABN 67 413 472 774;

Payment Dates means the Initial Payment Date, Second Payment Date and the Final Payment Date;

Permit to Work has the meaning given to that term in clause 7(b);

Personal Information means information of or relating to a person and, where applicable, includes "personal information" (as that term is defined in the *Privacy Act* 1988 (Cth)) of or relating to that person;

Personnel means the employees, agents and contractors of any person;

Prescribed Rate means that rate set out in Item 9 of the Schedule;

Retention Event means the occurrence of any one of the follow:

(a) an Event of Default;

(b) any property damage caused to the Venue or to any property of the Organiser, the Venue Management or another exhibitor by any act or omission of the Applicant Parties or any of their Personnel; or

(c) any other event or circumstances the Organiser considers justifies the retention of the Security Deposit;

Required Insurance means the insurances required to be obtained by the Applicant Parties in accordance with clause 12;

Schedule means the schedule attached to these Terms and Conditions;

Second Hand Goods means any previously owned or used goods;

Second Payment Date has the meaning given to that term in Item 5 of the Schedule;

Security Deposit means the amount paid by the Applicant to the Organiser as specified in **Error! Reference source not found.** of the Schedule;

Event Rules and Regulations means the rules and regulations published for the Event and contained in the Exhibitor Information and Sales Kit;

Site means the area of space allocated to the Applicant Party by the Organiser for the purposes of the Exhibit;

Site Allocation Rules means the rules in place from time to time by the Organiser in relation to the basis on which it will allocate Sites at the Venue for the Event, a copy of which can be provided to the Applicant Parties on request;

Site Fee means the fee notified by the Organiser to the Applicant Parties on the allocation of the Site;

Special Conditions means each of the special conditions set out in Item 10 of the Schedule;

Terms and Conditions means these terms and conditions and includes the Schedule;

Undertaking means the undertaking provided by the Applicant Parties to the Organiser;

Vehicles means any caravan, recreational vehicle or other vehicle of any kind;

Venue means the venue referred to in Item 4 of the Schedule at which the Event is held;

Venue Management includes all employees, servants and agents of the Venue Owner; and

Venue Owner means the owner of the Venue.

16.2 Interpretation

In this Agreement, unless the subject or the context otherwise requires:

(a) words importing the singular include the plural and vice versa;

(b) words importing one gender include other genders;

(c) a reference to any party or other person includes that person's successors and permitted assigns;

(d) a reference to this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time;

(e) a reference to a recital or clause is a reference to a recital or clause of this Agreement;

(f) a reference to writing includes all means of reproducing words in a tangible and permanently visible form;

(g) a reference to a person includes a reference to a natural person, corporation, partnership, trust, estate, joint venture, sole partnership, government or governmental subdivision or agency, association, cooperative and any other legal or commercial entity or undertaking; and

(h) where a party comprises two or more persons any agreement or obligation to be performed or observed by that party binds those persons jointly and each of them severally, and a reference to that party is deemed to include a reference to any one or more of those persons;

(i) the headings in this Agreement are not to affect its interpretation; and

(j) money amounts are stated in Australian currency unless otherwise specified.

Schedule

No.	Item	Details
Item 1	Event	***2027 Melbourne Caravan & Camping Leisurefest***
Item 2	Events Director	Daniel Sahlberg
Item 3	Events Manager	Adam Jones
Item 4	Venue	Sandown Racecourse - 591-659 Princes Hwy, Springvale Vic 3171
Item 5	Payment Dates	(a) The Initial Payment Date means the date on which the Holding Fee and Security Deposit are payable, being within 14 days of the date of the Invoice issued in accordance with clause 4.3(a); (b) the Second Payment Date means the date on which 30% of the Site Fee is to be paid, being no less than 60 days prior to the commencement of the Event; and (c) the Final Payment Date means the date on which the remainder of the Site Fee, being 40% of the Site Fee is to be paid, being no less than 30 days prior to the commencement of the Event.
Item 6	Holding Fee	An amount equal to 30% of the Site Fee. A failure to pay the Holding Fee in accordance with this Agreement will result in the Organiser exercising its powers under clause 1.4(i).
	Cancellation Fee	(a) If the withdrawal from the Event or cancellation occurs less than 90 days from the date of the commencement of the first move in day of the Event, but at least 61 days before that date, the Cancellation Fee will be an amount equal to 50% of the Site Fee. (b) If the withdrawal from the Event or cancellation occurs less than 60 days from the date of the commencement of the first move in date of Event, but at least 31 days before that date, the Cancellation Fee will be an amount equal to 75% of the Site Fee. (c) If the withdrawal from Event or cancellation occurs less than 30 days from the date of the commencement of the first move in day of the Event the Cancellation Fee will be equal to 100% of the Site Fee.
	Modification Fee	(a) If the Modification occurs less than 90 days from the date of the commencement of the first move in day of the Event, but at least 61 days before that date, the Modification Fee will be an amount equal to 15% of the Site Fee of the original booking's Site Fee. (b) If the Modification occurs less than 60 days from the date of the commencement of the first move in date of Event, but at least 31 days before that date, the Cancellation Fee will be an amount equal to 30% of the Site Fee of the original booking's Site Fee. (c) If the Modification occurs less than 30 days from the date of the commencement of the first move in day of the Event the Cancellation Fee will be equal to 50% of the original booking's Site Fee.

Item 7	COVID 19 Cancellation Event	Without limiting the Organiser's rights under clause 14, if a COVID 19 Cancellation Event occurs: (a) during the period after the Victorian State Government has provided all necessary approvals to enable the Event to proceed, but prior to the day on which the Event commences, the Organiser will refund to the Exhibitor the full amount of any Site Fee and Security Deposit paid by the Exhibitor; or (b) after the commencement of the Event, then the Organiser will pay the Security Deposit in accordance with clause 4.2 and the Site Fee will be refunded as follows: A = B ((C-D)/C) Where A = the amount of the Site Fee to be refunded to the Exhibitor; B = the Site Fee paid by the Exhibitor; C = the duration of the Event, being the number of days on which it was scheduled to operated irrespective of, the hours of operation; and D = the number of days during which the Event actually operated for prior to the cancellation of the Event, irrespective of the hours of operation on those days.
Item 8	Exhibiting Hours	**Opening hours:** 9.00am – 4.00pm – Thursday - Friday – Saturday & Sunday
Item 9	Prescribed Rate	Dollar amount per square meter rate at which your site will be charged. Please refer to confirmation email and invoice.
Item 10	Special Conditions	Applicant Parties and their Personnel must comply with all rules and regulations of the Venue in relation to the consumption of alcohol, including consuming alcohol only within the Venue's designated licensed area. If Alcohol is permitted to be consumed at the Venue, the Applicant Parties and their Personnel must: (a) only consume alcohol in a responsible and respectful manner; (b) must not consume alcohol during Exhibiting Hours; (c) ensure that no alcohol is consumed in the presence or view of any visitor to the Event; and (d) ensure that no person under the age of 18 is provided with or otherwise consumes any alcohol. The Applicant Parties and their Personnel must otherwise not bring any alcohol into the Event or the Venue. If any Applicant Party or its Personnel are considered by the Venue or the Organiser to be intoxicated whilst at the Venue or during the course of the Event, the relevant individual will be removed from the Venue. Any Applicant Party in breach of these requirement will be liable under the *Liquor Control Reform Act* 1998 (Vic).

Item 11	New Show Rules	1. Lithium batteries MUST NOT be charged on site overnight.
		    1. Be sure to disconnect and turn off all electrical systems in products, prior to leaving each day.
		    2. This applies to all products - RVs and any Electric Scooters and Bikes on display.
		2. E-scooters and E-bikes on display must have key removed and NOT be operated or recharged, at any time at the event.
		3. All Lithium battery installations are to be thoroughly tested, prior to display at the Expo and regularly monitored for safe operation.
		4. In case of Emergency with a lithium battery, we will follow Fire Authority advice to immediately evacuate the area and raise the alarm: -
		
		    1. Unplug product if safe to do so
		    2. Do not attempt to extinguish or use firefighting equipment
		    3. Evacuate the area
		    4. Call the **Event Office Number (03) 9372 5388**