Boating Industry Association Ltd

Terms and Conditions for Exhibitions and Events

This document should be read by all Exhibitors (or organisations considering exhibiting) at an Exhibition or Event organised by the Boating Industry Association Ltd. Apart from setting out the terms and conditions of your participation as an Exhibitor, it also outlines the Associations' policies to assist with your planning for the Exhibition or Event.

DEFINITIONS

In the interpretation of these Terms and Conditions, unless the contrary intention appears:

Association means the Boating Industry Association Ltd (ABN 61 000 618 648) and any persons appointed to act on its behalf.

Boating Industry Association Ltd (BIA) means the registered business name of the Association.

Contract means the contract entered into between the Association and the Exhibitor upon the Exhibitor's receipt of the Association's acceptance of the Exhibitor's application for space, and includes these Terms and Conditions (unless otherwise agreed in writing between the Association and the Exhibitor).

Exhibition means a designated event organised by the Association.

Exhibition Site means that part of the Venue in which the Exhibition is held, any associated facilities, equipment and includes any area external or adjacent, used as part of the Event.

Exhibitor means a person, firm or company that has been granted space in the Exhibition or Event and persons who attend or enter any part of the event to undertake activities by the Association and includes all employees, agents and sub-contractors of that person, firm, company or organisation.

Event means the same as Exhibition or Show and means an event held at the Venue, during the Hiring period. Events may include an exhibition, conference, meeting and presentation.

Force Majeure has the meaning given to it at clause 28.3.2

Goods and Services Tax (GST) has the same meaning as in the Goods and Services Tax Act 1999 (Cth).

Invitation to Exhibit is any form of documentation distributed by the Association that describes an event planned by the BIA inviting person, firm, company or organisation to apply for space.

Licence Fee means the sum payable by an Exhibitor in return for the right to occupy the Licensed Premises.

Licensed Premises means the venue space and/or marina berth/marina pontoons allocated by the Association to an Exhibitor during the Exhibition.

Marina means the purpose built or other floating pontoon system being that part of the Exhibition Site at which Exhibitors may moor vessels for display.

Marina Berth means a water space allocated to an Exhibitor on the marina.

Marina Exhibitor means any Exhibitor allocated space on the Marina for the purposes of an Exhibition.

Venue means the premises or location being internal or external at which the Exhibition or Event is being conducted. The Venue may include but is not exclusive to property owned or managed by, Property NSW, International Convention Centre Sydney Pty. Ltd. ICC Sydney Pty Ltd, The Australian Turf Club (ATC), Rosehill Gardens, Royal Agricultural Society of NSW (Sydney Olympic Park), Adelaide Event & Exhibition Centre at the Showground, Adelaide Convention Centre, Brisbane Showgrounds, Brisbane Convention & Exhibition Centre or any other facility licensed or used by the Association to conduct an Exhibition or Event.

Venue Management means the owner or manager of the Venue.

INTERPRETATION

In this Terms and Conditions for Exhibitions and Events, unless the context otherwise requires:

(a) headings and bold type are for convenience only and do not reflect the interpretation of this Terms and Conditions;

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

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation, or other body corporate and any government agency;

(e) a reference to any "thing" includes a part of that "thing";

(f) a reference to "$" or "dollars" is a reference to the lawful currency of the Commonwealth of Australia, and all monetary amounts within the terms and conditions and contract shall be deemed to be Australian dollars unless expressly stated otherwise;

(g) a reference to a part, clause, party, annexure, attachment and schedule to, this agreement;

(h) where the day on or by which any thing is to be done is not a business day, that thing must be done on or by the preceding Business Day;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) a reference to a body created under a public statute, including a statutory authority, corporation sole or a body corporate. Includes reference to anybody, government agency, authority, officeholder or department which is the successor to that body in respect to any rights, powers or obligations exercisable in association this Terms and Conditions; and

(k) "includes" means includes without limitation and "include"

and "including" have corresponding meanings.

1. VENUE RULES AND REGULATIONS

These Terms and Conditions include the terms, conditions, rules and regulations imposed by the Association and/or Venue Management that apply to Exhibitors. Exhibitors are required to comply with all operational procedures, safety protocols, and venue-specific policies as set out by the Venue Management and communicated by the Organiser. Non-compliance may result in removal from the Exhibition Site at the Exhibitor's expense.

2. LEGAL REQUIREMENTS

2.1 The Exhibitor and its invitees must comply with all applicable laws, regulations, industrial agreements, industrial awards, Work Health and Safety legislation, consumer protection practices and codes applying (whether or not mandatory at law) relating to the use or occupation of the Venue.

2.2 All product displayed must comply with relevant consumer protection legislation and associated standards. Of particular note is that all boats must be fitted with a compliant Australian Builders Plate in accordance with relevant state regulations and all trailers must be listed appropriately on the national Register of Approved Vehicles.

3. REMOVAL OF GOODS AND EXHIBITS BY THE ASSOCIATION

If the Exhibitor breaches any of these Terms and Conditions, any additional rule or regulation imposed by the Venue or any relevant legal requirement, or if the Association considers it desirable in the interests of the Exhibition, the Association will be entitled, at the cost of the Exhibitor, to remove all of the Exhibitor's goods and exhibits from the Exhibition Site.

4. SCOPE OF EXHIBITION

4.1 All exhibits in the Exhibition must be marine, boating or associated products and services and may include other recreational, lifestyle and leisure products and services. The display of non-marine products will only be permitted with the prior written consent of the Association or when the Invitation to Exhibit describes non-marine as being part of the scope of the Exhibition.

4.2 The Exhibitor agrees to display only new, or current-model-year boats and products unless permitted with prior consent of the Association or when used products are nominated within the Invitation to Exhibit as being part of the scope of the Exhibition.

4.3 The Association will determine the scope of the Exhibition and the Exhibitor must not display on the Licensed Premises any exhibit which the Association in its discretion determines does not fall within the scope of the Exhibition or is for any other reason, such as the weight of the Exhibit, unsuitable for the Exhibition, or which, in the opinion of the Association, is not in the best interest of the Exhibition.

4.4 The Exhibitor must not display any motor vehicle, motorcycle or bicycle or other type of non-marine product without the prior written consent of the Association unless the Invitation to Exhibit describes these items as being part of the scope of the Exhibition. Should an application to display a motor vehicle be approved by the Association, the vehicle must have a full tank of fuel and protective floor tray once located within the Exhibition Site.

4.5 No Exhibitor will exhibit using catalogues only as a means of promoting their products. Any catalogue distributed by an Exhibitor must display a reasonable range of products being offered as determined by the Association. Distribution of printed media and advertising materials is restricted to the confines of the exhibitors licensed premises including marina berth and pontoon space.

5. ALLOCATION OF SPACE

5.1 Space allocation will occur in line with the Association's Space Allocation Policy. Priority for space will be given to Association members who have a history of exhibiting, secondly Association members (who have not previously exhibited); then members of other state boating industry association and NZ Marine and lastly non-members of any boating association or NZ Marine. Within these categories, in the instance where multiple applications are received for the same space, date of receipt of completed applications will be taken into consideration

5.2 The Association has a policy that no Exhibitor retains rights to any location previously occupied. Stands in particular, or similar locations are not automatically reallocated to that Exhibitor. Employees of the BIA do not have the authority to make space reservations verbally, either intentionally or implied, and any such instance must not be accepted as binding on either party. Space reservations are only binding through the Associations contract process.

5.3 Organisations from outside Australia that are considering applying for space at Exhibitions conducted by the Association are encouraged to consider the following before submitting an application:

- Under these Terms and Conditions, Exhibitors must comply with all applicable laws, industrial agreements, industrial awards, Work Health & Safety legislation and Australian Consumer Laws. In order to comply with Australian laws an Australian agent/importer/distributor/dealer must be appointed.
- All applicants from outside of Australia must include documents with their application that includes:
    - Contact details of their agent/importer/distributor/dealer in Australia.
    - Information as to how customers in Australia will receive after sales service for products they purchase from the organisation.
    - Details demonstrating how warranties for products sold by the Exhibitor are satisfied in Australia.
- All organisations applying for space must do so directly with the Association using the application form included with the Invitation to Exhibit. If an organisation from outside of Australia wishes to apply through an agent in their country, they may do so. The application form must be signed by the organisation applying for space, not the agent. The organisation must include a letter with the application stating that all future correspondence must be through the agent and include the agents contact details.

6. ILLEGAL OR IMMORAL USE

The Venue must not be used for any illegal or immoral purpose and the Association reserves the right to remove any goods or materials, which in its opinion or in the opinion of the Venue Management, may be offensive or obscene. The Venue must not be used for the purposes of betting or gambling.

7. DISPLAYS BY NON-MEMBER ORGANISATIONS

7.1 The Association will have the right to grant or refuse permission to a person, firm, company or organisation that are

not members of the Association to erect displays on the Exhibition Site. For the purposes of these Terms and Conditions, any such organisation will be deemed to be an Exhibitor and the space allocated to the organisation will be deemed to be its Licensed Premises.

7.2 The determination of the size and location of the space allocated to such organisations, and the occupation fee to be paid by them, will be at the discretion of the Association.

8. CONDUCT OF EXHIBITOR

8.1 The Exhibitor will ensure that the Licensed Premises is open to view and staffed by competent representatives during the daily official opening hours of the Exhibition.

8.2 If the Exhibitor fails to open or uncover its Licensed Premises during the official opening hours of the Exhibition, the Association may do so and the Exhibitor will be liable for any costs thereby incurred by the Association. The Association will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of this action by the Association.

8.3 The Exhibitor must not erect, exhibit its products and services or conduct its business from any area other than the Licensed Premises.

8.4 If the Association in its sole discretion considers any practice of the Exhibitor to be objectionable, likely to discredit the Exhibition or the recreational boating industry or likely to cause customer dissatisfaction, or not in the best interest of the Exhibition, the Association will be entitled to order the Exhibitor forthwith to cease the practice and/or to quit the Licensed Premises. The Association will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of this action by the Association.

8.5 The Association places a high value on the rights of all individuals and the Exhibition Site has no place for offensive behaviour, harassment or discrimination on any grounds including, but not limited to race, gender, religion, national origin, age, veteran status, or disability.

Disorderly and offensive conduct will not be tolerated, this includes but is not limited to, using discriminatory, abusive, or threatening language, fighting, provoking a fight, or attempting bodily harm or injury to another person, or threatening physical action or injury in the Venue; or other conduct which threatens or endangers the health, safety, or well-being of any person.

Respect for property and standards of safety are important and an Exhibitor must not do or be involved in any of the following:

- Wilful or negligent damage to property.
- Theft or dishonesty.
- Tampering with or wantonly destroying data, records, or other information.
- Unauthorised use of any equipment in the Venue.
- Possession of firearms, explosives, or other lethal materials.
- Possessing, drinking, or being under the influence of intoxicants within the Venue.
- Unlawful possession, use or distribution of alcohol within theVenue.
- Refusal to obey Association or Venue Management securityofficials.
- Refusal to obey requests or instructions from Association staff.
- Failure to comply with safety rules, regulations or common safety practices.
- Any act or omission that may or does place the Association in breach of any term of any agreement or contract between the Association and any other party (including but not limited to the Venue Management in respect of the Venue).

In such an event, the Association or Venue Management Security may be called and the person or persons escorted from the Exhibition Site and will be barred from entry for the duration of the Exhibition. The Association will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of this action by the Association.

8.6 The Exhibitor must not conduct or permit to be conducted any auction, lottery, raffle, guessing competition, game of chance, side show or collection, whether for charity or otherwise, on the Licensed Premises without the prior written consent of the Association. Exhibitors granted permission by the Association must comply with appropriate State laws.

8.7 The Exhibitor must not do or permit to be done anything that may cause any licence or permit issued or in force in respect of the Venue or any part thereof to be or become liable to be forfeited, suspended or not renewed.

8.8 The Exhibitor must maintain the Licensed Premises in a clean and orderly state throughout the Exhibition.

8.9 The Exhibitor must ensure that the public aisles, passageways and gangways on or adjacent to the Licensed Premises are kept completely free from encroachment and/or obstruction from a stand or booth during the Exhibition. Material in the general public areas may be removed by the Association at the cost of the Exhibitor (this includes stickers or other promotional material). The Exhibitor will not obstruct in any manner or hinder access to emergency exits, fire hoses, fire extinguisher cabinets, building control access doors and panels.

Permitted encroachment to the public walkway on the Marina is outlined in clause 19.12.

8.10 The Exhibitor must immediately give notice to the Association of any accident to or defects in the Licensed Premises, including but not limited to the water pipes, gas pipes, lights or other electrical fittings on the Exhibition Site. The Exhibitor will not misuse, overload or interfere with any such pipes, lights or other electrical fittings.

8.11 The Exhibitor will pay all charges for utility services as directed by the Association or Venue Management.

8.12 The Association reserves the right to affix a hall number, stand number and exhibitor name to any part of the Licensed Premises.

8.13 The Exhibitor must not operate any outboard, other marine engine, mechanical or electronic device within the internal or external exhibition areas including the marina without the prior written consent of the Association. Should an application be approved, the Association reserves the right to require appropriate demonstration tanks, emissions and noise level controls, limits on demonstration times, compliance

with safety and Venue requirements.

If the Association at its discretion considers the demonstration causes inconvenience and or annoyance from emission levels or noise to other exhibitors or to visitors, the Association is entitled to order the Exhibitor forthwith to cease the practice. The Association will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of the Associations' action.

8.14 Exhibitors must not use a public address or audio system, nor permit any live performance at the exhibition, including spruiking, that causes inconvenience and/or annoyance and/or nuisance to other Exhibitors or to visitors, or may mask any emergency announcements. If Exhibitors wish to use any public address system or any audio, video or live performance on the Licensed Premises, Exhibitors must obtain permission from the Association (which may be granted or withheld at the Associations' discretion). Exhibitors must ensure that all equipment and displays are located within the Exhibitor's allocated space.

If the Association in its sole discretion considers that any conduct, the subject of this clause 8.14, causes inconvenience and/or annoyance and/or nuisance to other exhibitors or visitors, the Association is entitled to request the Exhibitor to forthwith cease the offending conduct. The Association will not be liable for any loss, including consequential loss, damage, cost or expense sustained by the Exhibitor as a result of the Associations' request.

8.15 Exhibitors are not permitted to distribute plastic bags for any purpose during the Exhibition, including those utilised for the distribution of pamphlets or promotional material.

8.16 Children under the age of 16 will not be permitted entry to the Exhibition Site during periods of move-in and move-out. Animals, with the exception of assistance animals such as guide dogs are also not permitted at any time. During such times the Exhibition Site is a construction zone and the safety of all personnel is of utmost importance.

8.17 The Association is not responsible or will not interfere with any disputes relating to copyright or the intellectual property of any Exhibitor, business or person.

8.18 Exhibitors will endeavour to keep all aisle ways free and only occupy them for the least amount of time during move-in and move-out.

8.19 Dangerous activities. To ensure a safe environment permission is required to carry out any potentially dangerous activities at the venue. Full details must be provided, including a risk assessment and complying with safety and emergency regulations.

9. PAYMENT

9.1 The BIA reserves the right to apply a $500 refundable bond, to be forfeited by exhibitors packing up their Licensed area in whole or part prior to the official closing time on each day of the event without written consent from the BIA and at any other time during the event where the stand is unmanned, and all other sums payable by the Exhibitor to the Association in respect of the Exhibition at the times and in the manner stipulated by the Association. The Association will disclose the required payment schedule specific to that Exhibition. If no schedule of payment is included, the following schedule of payments will apply:

The Association will disclose the required payment schedule specific to each Exhibition.

An initial payment of 50% of the Licence Fee must be paid to the Association within 7 days of receiving a tax invoice issued by the Association. This invoice will reflect the applicable venue space and the application to exhibit fee. If venue space is subsequently adjusted, the invoice will be updated accordingly.

The remaining 50% of the Licence Fee must be paid by the due date specified on the invoice or otherwise communicated in writing by the Association.

Any Application to Exhibit received after the due date must be accompanied by full payment of the Licence Fee.

The Association reserves the right to reject any application by an organisation that is in any way indebted to the Association. The Association has no obligation to accept an application.

9.2 The Exhibitor will not be permitted access to the Licensed Premises unless and until all outstanding sums of any nature owed by the Exhibitor to the Association are fully paid. If the Association inadvertently allows the Exhibitor access to the Licensed Premises when any outstanding sum is unpaid, the Association reserves the right to remove the Exhibitor's goods and exhibits from the Licensed Premises at the Exhibitor's cost. The Association will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of this action by the Association.

9.3 If payment of any sum due by the Exhibitor to the Association in respect of the Exhibition is in arrears the Association may at any time terminate the Contract by notice in writing to the Exhibitor.

9.4 At the time of production of this document, prices require the addition of a 10% Goods and Services Tax as indicated by the relevant authority. If at any time such authorities change the ruling or level of tax, the BIA reserves the right to alter the prices accordingly.

9.5 All prices quoted by the Association are in Australian Dollars and all amounts are payable in Australian Dollars.

10. MAXIMUM ALLOWABLE SPACE WITHIN ENCLOSED AREAS

The maximum floor space of a single Licensed Premise will not exceed 1000 square metres. No Exhibitor or group of Exhibitors with a single licensed area or multiple licensed areas will exceed 1000 square metres unless approved by the Association.

11. ALTERATION TO LICENSED PREMISES BY ASSOCIATION

The Association reserves the right at any time and from time to time to make such alterations to the Licensed Premises as it considers necessary in the best interests of the Exhibition, including altering the size, shape or position of the Licensed Premises. If the size of the Licensed Premises is reduced, the Exhibitor will be entitled to such reduction of the Licence Fee, as the Association at its discretion considers appropriate. Where a proposed alteration to the Licensed Premises will increase the Licence Fee payable by the Exhibitor, the alteration will not be made without the prior consent of the Exhibitor.

12. INCREASE OF LICENSED PREMISES AND NEW SPACE

12.1 If the Exhibitor wishes to increase the size of the Licensed Premises or to be allocated new space in the Exhibition, the Exhibitor may apply to the Association in writing. The Association may at its discretion grant or refuse the increase in size or new space requested in the application.

12.2 If the Association agrees to increase the size of the Licensed Premises or allocate new space, the Exhibitor will

immediately pay the corresponding increase in the Licence Fee, or the fee payable for the new space, to the Association.

13. WITHDRAWAL OF EXHIBITOR AND REDUCTION OF LICENSED PREMISES

13.1 If an Application to Exhibit is withdrawn prior to the applicant being contracted, the application fee will be withheld by the Association. The deposit will be refunded.

13.2 If the Association is unable to supply space for whatever reason, the full deposit including the application fee will be refunded.

13.3 Once contracted, if the Exhibitor wishes to withdraw from the Exhibition or reduce the size of the Licensed Premises, it may apply in writing to the Association for a cancellation of contract or reduction of Licenced Premises. The Association may at its discretion agree to or refuse the Exhibitor'sapplication.

13.3.1 If an Exhibitor seeks to cancel the contract pursuant to clause 13.3 and notifies the Association prior to the due date for payment of the balance of the Licence Fee pursuant to clause 9.1 (Payment Date), then the Association will refund the Licence Fee (less the non refundable application fee of $285 plus GST) subject to and conditional upon the proposed Licensed Premises being licensed by the Association to another exhibitor by the Payment Date. If not, the Exhibitor will not be entitled to a refund.

13.3.2 If the application to cancel the contract is received by the Association after the specified payment deadline, the Exhibitor will not be entitled to a refund of any fees.

13.3.3 If the Association agrees to the reduction in size of the Licensed Premises, the Exhibitor will be liable forthwith to pay all sums that it is liable to pay to the Association in respect of the reduced Licensed Premises.

14. CONSTRUCTION OF STANDS

14.1 The Exhibitor must submit to the Association detailed designs and specifications of the stand and any structures that it proposes constructing on the Licensed Premises at least 30 days prior to the opening day of the event. No construction may commence until the Association has approved the designs and specifications. The Exhibitor will make such amendments to the designs and specifications as are required by the Association and must submit such further designs and specifications as may be necessary. The decision of the Association in relation to the designs and specifications will be final and binding on the Exhibitor in all respects.

14.2 All stands and other construction work carried out by the Exhibitor or its contractors will comply with the requirements of the Venue's Work Health and Safety regulations and any applicable statutes or statutory rules or regulations. The Exhibitor will be liable for any monetary penalty imposed for noncompliance with statutory rules or regulations.

14.3 All stands and other structures must be confined to the Licensed Premises, and no part of a stand or structure will protrude into the passageways or other areas adjoining the Licensed Premises. No Exhibitor may conduct a demonstration or exhibit that results in extended delays to passing pedestrian traffic in aisle ways. Should any Exhibitor wish to generate audience through demonstrations, sufficient space must be allowed within the Exhibitors' stand for that purpose.

14.4 Subject to these Terms and Conditions, the determination of the size of stands will be the responsibility of the Exhibitor but stands must be large enough to permit the Exhibitor to display clearly its exhibits.

14.5 The Exhibitor must ensure that its stand is not built in a manner that implies that its display forms part of another Exhibitor's display. Any Exhibitor with a stand adjoining another exhibit without an aisle way separating the two exhibits will not build a structure or display above 2.4 metres without the prior consent of the Association.

14.5.1 Any Exhibitor with a stand adjoining another exhibit will not erect signage on the border adjoining their neighbours stand in such a way that the signage impedes the neighbouring exhibit.

14.6 The Exhibitor may raise a product on a platform turntable provided the Association receives certification by an approved Engineer and such a certificate must be presented to the Association prior to the opening of the Exhibition. The safety of any other structure which forms a display must be deemed to be safe and the Association may call for engineering approval without advanced notice.

14.7 Exhibitors must provide clear walk through access within the Licensed Premises and must not obstruct or hinder access to emergency exits, fire hoses, fire extinguisher cabinets, building control access doors and panels.

14.8 The Exhibitor may erect illuminated signs provided prior consent has been granted by the Association. Flashing lights are prohibited.

14.9 All materials used during the construction of stands and other structures must be non-combustible, inherently non-flammable or flameproof. Plastic material will be self-extinguishing and plywood, hardwood, pulp board or fibreboard must be rendered flame-resistant by a process of impregnation acceptable to the Venue Management.

14.10 The Exhibitor must construct with all due diligence any stand or other structure that has been approved by the Association. The Exhibitor will ensure that the construction complies with any requirements specified by the Association and is completed by the date stipulated by the Association.

14.11 Venue and Contractor Services. Some Venues and/or the Association may reserve the right to exclusively provide services and equipment to Exhibitors at a Venue for work health and safety requirements, including but not limited to: -

- Audio Visual Services
- Cleaning Services
- Carpet services and supply
- Electrical work on licensed site
- Loading Dock Services
- Halls - Lighting and Electrical
- Halls - Stand construction (excludes Custom Built stands)
- Halls - Rigging
- Marina - Marquees and temporary structures
- Marina - Lighting and Electrical

- Marina Handling Equipment
- Mechanical Handling Contractors and Equipment - operating cranes, forklift trucks and other handling equipment. Forklifts. Some Venues have an approval process and license requirements.
- Rigging Services. In relation to rigging some venues may exclusively provide all (top point) rigging services.
- In this instance Exhibitors must ensure contracted riggers includes this in the process as part pf the delivery service.
- Security Services
- Stand Construction (excludes Custom Built Stands)
- Telecommunications and data connection services

The Association and/or Venue Management reserves the right to nominate contractors to perform work on its behalf and to be the exclusive supplier of services to Exhibitors at a Venue. Exclusivity to provide services may occur where multiple suppliers will be deemed to conflict with venue safety or with Work, Health and Safety requirements. Exclusive providers of services and equipment will be notified to Exhibitors in advance and any limitations that apply to a particular venue.

Where an Exhibitor engages a Company or business to construct a Custom Built stand or provide other services on site, the Exhibitor must provide the following items for review by the Association at any time upon request: a current certificate of Public Liability Insurance; a Work Health and Safety Plan; evidence of Workers Compensation Insurance for all workers and disclosure of the names of all staff working onsite during the Exhibition.

14.12 Damages. The Exhibitor will be liable for any proven damage and must make good any damage caused to any part of the Exhibition Site or Venue caused by the Exhibitor, its employees, contractors, sub- contractors, service providers, or agents during the construction or deconstruction of the stand and any other structures or items. Cost of repair and replacement will be evaluated before submitting thecharges.

14.13 Power shortages, disruptions and irregularities, beyond the control of the Association or Venues, have been known to occur. It is recommended that equipment sensitive to supply fluctuations be protected with appropriate Surge Protection Equipment.

14.14 No pyrotechnics are permitted within the Licensed Premises or on the Marina or within the immediate surrounding areas. Use of amusement rides or devices as part of the Licensed Premises requires the permission of the Association and/or Venue Management.

14.15 Exhibitors must apply in advance to the Association for the following activities: open flames; lasers; smoke machines; flammable substances; snow machines; welding; cutting equipment; or any other such items.

14.16 Should rigging be permitted, exhibitors must utilise the Association's official rigging services to hang banners or other display material as approved by the Association. Any permitted rigging must be contained to the space immediately above the Exhibitor's Licensed Premises and must not be deemed to intrude on other Exhibitors by blocking the view or overshadowing another Exhibitor's display. Drapes and other material must be rigged below the level of air conditioning vents and must not, in any way, obstruct air flow.

14.17 The Exhibitor must not tape, tack, staple or otherwise affix any object to the surface of the Licensed Premises or the Exhibition Site. Absolutely no core drilling or fixing into the floor of the Exhibition Site is permitted. Any tape, tape residue, paint or stains left on the Exhibition Site will be removed at the Exhibitor's cost.

14.18 All aisle ways are deemed to be part of the Association's area and no display, stickers or promotional material may be placed in this area. Any promotional lighting or electronic messaging displayed on aisle ways that are deemed to be intrusive to neighbouring exhibitors will not be permitted. The Association reserves the right to deem any such item as their property and they will be removed at the Exhibitor's expense.

14.19 Should any Exhibitor employ the services of contractors to assist in the delivery of product, construction of stands or otherwise, it will be the responsibility of the Exhibitor to brief that contractor on all matters relating to the Exhibition. These contractors may be asked to wear Association approved identification at all times whilst on the Exhibition Site. This responsibility includes advising your contractors regarding move-in or move-out times and any other rules that may affect their activities. These contractors must comply with the Association's Work Health and Safety Policy. These contractors must not be left unsupervised within the Exhibition Site without a representative of the Exhibitor present. The Association reserves the right to dismiss or exclude any contractor or Exhibitor's staff member from the Exhibition Site without reason. Any act, omission or breach by a contractor engaged by or acting on behalf of an Exhibitor will be deemed to be an act, omission or breach by the Exhibitor for the purposes of the Contract.

14.20 Trailer Boat Displays. Exhibitors with trailer boats will ensure that boats and trailers are positioned entirely within the Licensed Premises and trailer tow bar couplings are appropriately covered.

14.21 All other potential hazards such as: anchors, bow sprits, outboard motors, accessory displays and equipment must not be displayed in such a way that may cause injury or harm to any individual. The following should be considered in set up of your licensed area: -

14.20.1 Install covers or protectors for trailer tow bar coupling.

14.20.2 Carefully position propellers and trim tabs with protective barriers, high visual material, plants and the like where appropriate.

14.20.3 Ensure trailers are fully supported and stable with brakes on or wheels chocked.

14.20.4 Protect carpeted and concrete areas.

14.20.5 Provide appropriate guardrails on raised platforms to access boat displays.

14.20.6 When two or more steps (risers) are provided to access a raised platform a handrail to at least one side of the steps is required.

14.20.7 Where applicable portable/removable fuel tanks containing fuel must be removed.

14.20.8 Boats with fitted fuel tanks should have minimal fuel in tanks (not including fuel that may be present in fuel line and engine).

14.20.9 All LPG Bottles must be removed.

14.22 All personnel within the Exhibition Site must wear high visibility clothing or vest during move-in and move-out.

14.23 Drones (unmanned aerial vehicles). The use of drones requires prior written permission from the Association and/or Venue Management. Special conditions may be applicable.

15. SIGNS AND BANNERS

The Exhibitor must not attach signs, banners or similar materials to the ceiling, walls, windows, pontoon, Marina infrastructure, railings or other surfaces of the Exhibition Site without the prior written consent of the Association and the Venue Management. The Exhibitor will be liable for the cost of removing signs or banners attached without the Association's consent. All signs and banners must be contained within the Exhibitor's Licensed Area. This ruling also applies to any external areas. The Association in advance of the Exhibition must approve hanging banners or displays greater than two metres high by four metres wide. Freestanding signs must be appropriately weighted.

16. FLOOR LOADINGS

Different Venues have varying floor loading limitations. Where known these will be advised in advance of move-in. If floor loading limitations are not advised exhibitors must ensure that floor loading limitations are not exceeded and the use of large handling equipment may not be possible.

17. CONTRACTS FOR SERVICES

17.1 Electrical Installation. The Association reserves the right to carry out all electrical work on the Licensed Premises. No person will be allowed to carry out any connection electrical work to the main switchboard or other power boards other than the official contractors. Exhibitors must make arrangements direct with the Association and its official electrical contractor.

17.1.1 In no circumstances will Exhibitors interfere with any electrical installation, except to connect apparatus to authorised power points. If Exhibitors do, or permit another to do so, the Association may at its discretion, have the Exhibitors electrical supply disconnected.

17.1.2 Exhibitors must not suspend, or attempt to suspend, any electrical wiring or light fittings from any overhead structure. All light fittings must be properly incorporated in the design and construction of the Licensed Premises, and all floor level lighting properly protected so as to offer no risk to people or property.

17.1.3 Exhibitors must ensure that all electrical equipment and appliances used within the Licensed Premises are in safe working order and have been tested and tagged by an authorised person or our official electrical contractor in accordance with Australian Standards 3760 and Work Health and Safety legislation. This includes but is not limited to TVs, videos, extension leads, fans, projectors, fridges, kettles and the like. Electrical equipment not tested cannot be used at the venue. Electrical testing can be carried out by the Associations' official electrical contractor at the Exhibitor's cost.

17.1.4 Double adaptors are not permitted to be used by law.

17.1.5 In the event that the electrical system on the Licensed Premises is found not to conform to safety legislation, electrical supply will be withdrawn. The cost of tracing and repairing faults caused by defective equipment will be charged to the Exhibitor.

17.1.6 The use of portable generators for the supply of electricity is prohibited. No form of electric heating will be permitted on the Licensed Premises other than internal heating systems in vessels on theMarina.

18. DELIVERY AND REMOVAL OF GOODS AND EXHIBITS

18.1 During the move-in and move-out periods, Exhibitors and their contractors will be given access to the Exhibition Site. During these periods, all Exhibitors must co-operate with the Association, its appointed Security Officers, WHS representatives and Venue Management, and will follow traffic and parking directions issued by parking personnel.

18.2 A timed parking limit will apply for all vehicles on the loading dock. The driveway and access ramps leading to the Exhibition Site are deemed restricted areas.

18.3 The Association and the Venue accept no responsibility for the safety of vehicles and their contents while parked in the loading dock or any other area.

18.4 The Exhibitor must arrange for a representative to be present at the Exhibition Site when deliveries of goods and exhibits are made. The Association or Venue will not accept delivery of goods or exhibits on behalf of the Exhibitor. Delivered goods and exhibits will at all times remain the responsibility of the Exhibitor.

18.5 Any delivery vehicles traversing surfaced areas, paths, grassed areas or hardstand must be fitted so as to prevent damage to the surfaces traversed. Any damage caused by any vehicles entering the Exhibition Site on behalf of the Exhibitor will be repaired at the cost of the Exhibitor. Excessive dislodgment of laid carpet tiles in any part of the halls during move-in will also be charged to the Exhibitor responsible.

18.6 All packing cases must be removed from the Exhibition Site prior to the opening of the Exhibition and may not be stored so as to obstruct access to the Exhibition Site.

18.7 If the Exhibitor wishes to gain access to the Exhibition Site outside scheduled access times, the Exhibitor can do so only by prior arrangement with the BIA. The Association reserves the right to refuse any such application.

18.8 Items transported to the Exhibition Site by any contractor listed by the Association, on behalf of an Exhibitor, will be done so at the sole risk of the Exhibitor.

19. MARINA EXHIBITORS (in addition to any other rules and regulations in this document)

19.1 Exhibitors allocated space on the Marina will comply with the move-in and move-out schedules. Any Exhibitor who does not move-in vessels in compliance with the schedule may lose their allocated space. The Association will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of this action by the Association.

19.2 Marina Exhibitors must strictly adhere to the maximum clearance heights relating to any bridge, walkways or other structure situated at or in the vicinity of the Exhibition for the purpose of participating at any Event or Exhibition conducted by the Association, including but not limited to the Pyrmont Bridge (Darling Harbour, Sydney). Marina Exhibitors will comply with the Terms and Conditions, including times imposed by the Association, with respect to vessel or vehicle access to the Marina or Marina precinct.

19.3 Marina Exhibitors must:

19.3.1 Provide safe and stable means of boarding their exhibits, including handrails if appropriate.

19.3.2 Marina Exhibitors must staff each vessel during show operating hours and provide a reasonable level of accompanied access to show visitors.

19.3.3 Ensure that boarding planks and gangways do not encroach on to the Marinawalkways.

19.3.4 Ensure that none of their exhibits emit fumes, smoke or noise that may annoy other Exhibitors or the general public.

19.3.5 Ensure vessels meet relevant Maritime Regulations. No waste or other matter may be discharged into the waterways, and must not do anything which may contaminate or pollute the Venue or its surrounding environment or any adjoining property.

19.4 Any loss or damage to an Exhibitor's exhibits or equipment in the Marina area is the sole responsibility of the Exhibitor.

19.5 If an Exhibitor wishes to place advertising material (or coverings for pontoons) on the Marina walkways, the Exhibitor must obtain the prior written consent of the Association prior to theExhibition.

19.6 A vessel not exhibiting in the Exhibition will not moor to the Marina or to any moored exhibit without the prior written consent of the Association.

19.7 All Marina Exhibitors must comply with the rules and regulations of the local waterways authority including, but not limited to Property NSW and comply with their instructions and the Associations official security personnel.

19.8 Each Exhibitor must have sufficient ropes and fenders for each vessel and ensure that each vessel also complies with the relevant local Authorities safety compliance requirements, including the provision of firefighting equipment and lifejackets.

19.9 All vessels exhibited on the Marina must be seaworthy and engines must be connected and in full working order.

19.10 Delivery of goods and vehicle access to the marina precinct must be approved by theAssociation.

19.11 Exhibitors that have additional marine exhibit components located on the Marina must seek written approval from the Association. Such marine exhibits include, but are not limited to: engines; marquees; pot plants; signposts; clothing stalls; furniture; office structures; and or any other item that is not part of the Association's approved contractor equipment. Items such as flag poles will require approval from an engineer prior to show opening.

19.12 No Exhibitor items may encroach the Marina walkway without approval. Should an Exhibitor desire such an encroachment, all details of the encroachment must be supplied to the Association for approval six weeks prior to move-in.

19.13 Private functions are not permitted on the Marina without the prior approval of the Association. Application for any such event must be lodged three weeks prior to the Event on the appropriate BIA form. The Association reserves the right to refuse or modify applications for private functions.

19.14 Once vessels are moored to the Marina, no vessel can be moved during the Exhibition without the consent of the Association, except in the case of an accident or emergency.

19.15 The Marina is supplied to the specification and layout of the Association. Changes to elements such as flag poles and cleat positions are possible, but at the expense of the Exhibitor and with the approval of the Association.

19.16 Power to vessels is optional and at a cost to the Exhibitor. Power to each vessel is not guaranteed and will be available depending on power supply availability.

19.17 All marina pontoons, hospitality structures or display areas (other than vessels registered within the state in which the Exhibition takes place) that form part of the marina display will be provided by the Association and will comply with the Association's engineering requirements and layout.

19.18 Marina Exhibitors may include hospitality vessels in survey within the state in which the Exhibition takes place with the prior approval of the Association. The Exhibitor will pay a fee as determined by the Association. Costs associated with the mooring, fixing or connecting to the existing infrastructure will be at the Exhibitors expense. Notice of such vessels must be included with the application for space.

19.19 Hospitality Pontoons or other custom infrastructure that exceeds 100 M^2 in size that are not in survey within NSW must be approved by the Association in writing. Applicants must:

(a) Notify the Association 12 weeks prior to opening.

(b) Provide the Association with technical drawings and engineering certificates demonstrating that the infrastructure meets the Standards Australia Guidelines for Design of Marinas AS-3962-2020.

(c) Accept that the Association appointed Engineer will be required to approve the structure prior to the show opening, and any work required to bring the structure to the Engineers acceptable standard will be at the Exhibitor's cost.

(d) Ensure that all livery and signage pertains only to the licensed Exhibitor.

(e) Have the infrastructure accepted by the Association as being suitable for the show.

(f) Meet all costs for the mobilisation of the infrastructure from a designated mustering point to the licensed premises within the marina.

(g) Meet all costs associated with the mooring of the infrastructure. Fixing or connecting to the existing walkways will be at the Exhibitors expense.

(h) Pay a fee per M^2 as determined by the Association for the footprint of the custom infrastructure within the licensed premises.

(i) Pay all costs associated with the infrastructure in addition to the costs of the licensed premises.

(j) Pay all costs associated with the dislocation of the infrastructure from the existing walkways and its removal from the site, if not removed by the Exhibitor at the allotted time.

(k) Ensure that any custom infrastructure is at the same deck level as the existing show walkway.

19.20 At some events a Marina Boat Test Drive is offered. Upon the allocation of pontoon space for a particular event to conduct Boat Tests, the Exhibitor should ensure all boat

driver licence requirements, vessel compliance with local Authority regulations, safety requirements including lifejackets and fire extinguishers are observed. Licensed area allocated subject to conditions set out in Clause 29 Insurance and acknowledgement that the Associations Public Liability coverage ceases to operate once a vessel departs the marina pontoon. It is the Exhibitor's responsibility to ensure an additional insurance cover for this activity is in effect and maintained.

20. EXHIBITOR SERVICES

The Venue Management may be able to supply a variety of services including communications, food and beverage, water and compressed air services to Exhibitors. Exhibitors requiring any of these services must make arrangements directly with the Venue.

Where a venue retains food and beverage rights, no food or beverage can be bought into the venue and distributed by any exhibitor.

21. FOOD, DRINK AND TOBACCO

The Exhibitor must not sell any item of food, drink or tobacco on the Exhibition Site and will not distribute or give away samples of food, drink or tobacco on the Exhibition Site without the prior written consent of the Association. Where consent is given, the Exhibitor must ensure that they comply with the Venue Management regulations and all relevant requirements of food or other regulatory authorities.

All exhibitors must acknowledge and comply with the non-smoking policy of respective Venues.

All food policies of the Exhibition site must be observed.

22. ALCOHOL

The sale of alcohol by the Exhibitor is strictly prohibited. If the Exhibitor wishes to distribute or give away samples of alcohol free of charge, it must obtain the prior written consent of the Association at least 30 days prior to the opening of the Exhibition. If entertaining, ensure that it, and its Representatives, use and/or serve (as applicable) alcohol responsibly in accordance with relevant legislation.

All alcohol policies of the Exhibition site must be observed

23. ADMISSION TO EXHIBITION

23.1 After the opening of the Exhibition, access for Exhibitors may be restricted to a designated Exhibitors' entrance.

23.2 The Association reserves the right to refuse to admit any person to the Exhibition Site without giving cause or reason.

23.3 The Association reserves the right to determine the rates to be charged to the public for admission to the Exhibition Site.

23.4 The Association reserves the right to request proof of identification of any Exhibitor, Exhibitor staff or contractor.

23.5 Access to the Exhibition Site may be restricted with access limited to nominated transport types. In these instances, Exhibitors must ensure that all staff, contractors and other people aligned to the Exhibitor adhere to the rules.

24. ADMISSION PASSES

The Association will on request issue the following admission passes:

- **Exhibitor Pass** – issued to Exhibitor staff working on stands on a permanent basis.
- **Daily Exhibitor Passes** – available for purchase and issued to Exhibitor staff working on stands on a daily basis.
- **Move-in/Move-out Passes** – may be issued for use by delivery staff and contractors during move-in and move-out periods.
- **VIP Guest Tickets** – available for purchase by Exhibitors and members of the Association.
- **Public entry and exhibitor guest terms and conditions of entry** are set out below.
- **Media Passes**
- Boating Industry Association Ltd ACCESS Cards
- Boat Show Team

Only admission passes issued by the Association or its appointed ticketing contractor will be valid.

The Association reserves the right to limit the number of passes issued according to the size of the Licensed Premises.

The Association reserves the right to withhold or confiscate passes from Exhibitors who breach the ticket allocation procedures or fraudulently use the issued passes.

Public and Exhibitor Guests Terms and Conditions of entry:

- The Organiser / Venue reserve the right to refuse admission.
- For ticketed events, tickets must be scanned or collected by show staff at any entrance gate. The ticket holder must have their hand stamped for re-entry into the show. No one will be allowed re-entry without a hand stamp.
- No alcohol to be taken inside the Show.
- No smoking permitted inside the Show.
- No animals permitted except service animals (including but not limited to: Guide Dogs and Police Dogs).
- For events with an on-water component, prams and wheelchairs are allowed at your own risk. Some events may prohibit prams. Wheelchairs must be assisted on and off the marina ramps. Prams must be supervised at all times.
- For shows with an on-water component, visitors are advised to wear appropriate footwear.
- Whether visual or audible, any items that may be deemed to be a protest against any Exhibitor, Brand, Person or Organisation will not be admitted.
- Any items, signs, slogans or material which may cause injury or nuisance to visitors, exhibitors or any other persons are prohibited. This includes (without limitation):glass (including bottles) or cans, items defined by the law as weapons, explosives, chemical or incendiary devices, firearms or ammunition, prohibited or illegal drugs, gas bottles or stoves, fireworks or flares, laser lights, helium balloons.
- The following items are not permitted; bicycles, scooters, skateboards and rollerblades/skates, large containers (including eskies), chairs or stools, unauthorised advertising materials or flyers, offensive or race-related clothing, or

other items deemed inappropriate by the Organiser.

- In the interests of responsible service of alcohol, people who are deemed to be intoxicated will not be admitted or served.
- Any item that may be deemed by the Organiser to be offensive or affect the nature and stature of the Event will be denied entry.
- The Show Organiser reserves the right to expel any person from the show for unruly behaviour.
- Photography permitted only for personal use. No commercial photography permitted, and all images taken of the event remain copyright to the Show Organiser.
- Visitors are advised that they may be photographed during the event for promotional purposes. The Organiser reserves the right to use all images. Should you wish not to be photographed, please advise the organiser prior to entry.
- These conditions can be executed on behalf of the show owner by any authorised parties such as security firms or appointed show management companies.

25. DISMANTLING AND REMOVAL OF GOODS AND EXHIBITS BY EXHIBITORS

25.1 The Exhibitor will not dismantle or remove any part of its stand, goods or exhibits during the Exhibition.

25.2 All goods and exhibits must be removed from the Licensed Premises by the time indicated by the Association.

26. CLEANING

26.1 The Association will be responsible for the daily cleaning of the aisles, passageways and other common areas in the Exhibition Site and Marina.

26.2 The Exhibitor will be responsible for the daily cleaning of the Licensed Premises and must place all rubbish required to be collected (after closing time) in the aisles or pontoons adjacent to their Licensed Premises.

26.3 Exhibitor's contracted boat cleaners can enter the Marina after hours by prior arrangement with the Association. Exhibitors must collect appropriate access passes. Cleaning of boats or equipment that would result in any cleaning product or other chemical agents entering the bay is prohibited. Access to water on the Marina is limited and not guaranteed. We recommend vessels utilise holding tanks to assist with cleaning requirements.

27. SECURITY

27.1 The Association and/or Venue Management will provide security for the Exhibition Site from the commencement of the move-in period to the expiration of the move-out period.

27.2 The Exhibitor will comply with all requirements and directions of the Venue Management (or the official security provider) from time to time in respect of security and crowd control at a Venue and emergency evacuation from the Venue.

27.3 Safety of Exhibitor exhibits and other property and persons remains the responsibility of the Exhibitor and the Association accepts no liability or responsibility for any theft, losses or damage to Exhibitor space, stand, exhibits or other property belonging to the Exhibitor or in the Exhibitors possession, care or control at any time including move-in and move-out.

27.4 Exhibitors must immediately report any criminal activity, known or suspected, or suspicious packages, or any loss, theft or damage to Exhibitor licensed area or property, either to a security officer, a BIA staff member or to the Police.

27.5 The Exhibition security guards or staff of the appointed ticketing provider will take charge at all times, at all gates where access is permitted. Exhibitors must ensure that their passes are carried at all times. All pass holders must carry a photo ID to allow validation of pass holders. Under no circumstances are passes transferable.

27.6 The Association reserves the right to expel, prohibit or restrict entry to any person whose presence at the Exhibition is deemed not to be in the best interests of visitors, the Exhibition or the boating industry.

28. LIABILITY

28.1 The Association, the Venue, and all of their employees, consultants, agents and other representatives will not be liable, and are hereby released from liability, for any damage, loss (including consequential loss), harm or injury to the person or property of the Exhibitor or any of the Exhibitor's employees, agents or other representatives, however caused, which may arise directly or indirectly during or in connection with the Exhibition.

28.2 The Association and all of its employees, agents and other representatives will not be liable, and are hereby released from liability, in respect of the condition of the Licensed Premises and the Exhibition Site, any stand, structure or building erected thereon and any action occurring therein.

28.3.1 The Association will not be liable, and is hereby released from liability, and further performance of its duties, for any damage, loss (including consequential loss) or expense suffered or incurred by the Exhibitor resulting directly or indirectly from an event of Force Majeure.

28.3.2 Definition of Force Majeure. An event of Force Majeure includes:

(a) war (whether declared or undeclared), revolution, act of public enemies or acts of terrorism;

(b) riot, blockade, insurrection or civil commotion:

(c) strike, lockout, stoppage, ban or limitation on work, restraint of labour, or other industrial dispute;

(d) act of God;

(e) epidemic, disease or public health alert, directive or order;

(f) fire, flood, earthquake, storm or cyclone;

(g) malicious damage, smoke or explosion;

(h) sabotage, bomb threat or other threat of violence;

(i) act or restraint of any governmental or semi-governmental or other public or statutory authority;

(j) judgements, rulings, decisions or enforcement actions of any court or tribunal having jurisdiction;

(k) breakdown of any facility or machinery, or unavailability of essential equipment including marina pontoons, supplies or services;

(l) cessation of or interruption of electricity supply;

(m) pandemic (including, but not limited to the Coronavirus (COVID-19) pandemic) and any

governmental or public health alert, directive or order (including any restrictions in the nature of a lockdown imposed by any government authority which detrimentally affects the Exhibition or the Venue); and

(n) any other cause or event not necessarily within the control of the Association and/or Venue Management, which may affect in whole or part the hiring and/or obligations and/or liabilities of either party to this Terms and Conditions for Exhibitions and Events.

28.3.3 However, any event which (but for this clause) would be an event of Force Majeure, which happens or is brought about (directly or indirectly) as a result of any act or omission by the Association or Venue Management or the Exhibitor, will not be taken as an event of Force Majeure for the purposes of clauses 28.3.1 or28.3.2.

28.4 Save as otherwise provided for in this Contract, the Association or any of its officers, employees, agents or other representatives will in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profit suffered or incurred by the Exhibitor.

28.5 If an event of Force Majeure as set out in clause 28.3.2(m) occurs then the Association agrees to refund all or part of the Licence Fee to the Exhibitor as follows:

(a) if the Exhibitor is a member of the Association, then:

(i) the Licence Fee shall be refunded in full to the Exhibitor if the event of Force Majeure results in the cancellation of the Exhibition prior to the commencement date (opening) of the Exhibition;

(ii) an amount equivalent to 75% of the Licence Fee will be refunded to the Exhibitor if the event of Force Majeure results in the cancellation of the Exhibition after the commencement date (opening) of the Exhibition and prior to the commencement of the scheduled second day of the Exhibition;

(iii) an amount equivalent to 50% of the Licence Fee will be refunded to the Exhibitor if the event of Force Majeure results in the cancellation of the Exhibition after the scheduled second day of the Exhibition and prior to the commencement of the scheduled third day of the Exhibition;

(iv) an amount equivalent to 25% of the Licence Fee will be refunded to the Exhibitor if the event of Force Majeure results in the cancellation of the Exhibition after the scheduled third day of the Exhibition and prior to the commencement of the scheduled fourth day of the Exhibition,

(b) in the event the Exhibitor is not a member of the Association, then:

(i) an amount equivalent to 75% of the Licence Fee will be refunded to the Exhibitor if the event of Force Majeure results in the cancellation of the Exhibition prior to the commencement date (opening) of the Exhibition;

(ii) an amount equivalent to 50% of the Licence Fee will be refunded to the Exhibitor if the event of Force Majeure results in the cancellation of the Exhibition after the commencement date (opening) of the Exhibition and prior to the commencement of the scheduled second day of the Exhibition;

(iii) an amount equivalent to 25% of the Licence Fee will be refunded to the Exhibitor if the event of Force Majeure results in the cancellation of the Exhibition after the scheduled second day of the Exhibition and prior to the commencement of the scheduled third day of the Exhibition;

(iv) an amount equivalent to 10% of the Licence Fee will be refunded to the Exhibitor if the event of Force Majeure results in the cancellation of the Exhibition after the scheduled third day of the Exhibition and prior to the commencement of the scheduled fourth day of the Exhibition.

28.6 The Exhibitor accepts the Exhibition Site on an *as is* basis including, without limitation, with respect to compliance with laws concerning accessibility, environmental conditions, health and safety, sanitation, structural condition and design. The Exhibitor acknowledges and agrees that it has been afforded the opportunity to inspect the Exhibition Site and that it has satisfied itself that the Exhibition Site is suitable for the Exhibitor's use and that the Exhibitor is not relying upon any statement, promise or representation made by the Association concerning such suitability.

28.7 The Exhibitor waives any claim concerning the condition or suitability of the Exhibition Site, including with respect to the Exhibitor's intended or actual use of the Exhibition Site and unconditionally accepts the Exhibition Site without any warranty of any type or nature, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose or that the Exhibition Site shall be free or protected from any matter being an event of Force Majeure.

29. INSURANCE

29.1 The Association will take out and maintain for the duration of the Event including move-in and move-out times a Public Liability Insurance Policy.

29.2 The Exhibitor will have Public Liability Insurance cover for a minimum of $20 million. The Exhibitor will ensure that a valid Certificate of Currency, nominating the Boating Industry Association Ltd as an interested party is provided to the Association by the Association's due date prior to the commencement of the Exhibition. If the Certificate of Currency is not received nor the appropriate fee for inclusion in the Association's policy, the Association will deem that such insurance is in place and all responsibility for such insurance will be borne by the Exhibitor.

29.3 The Association will not be required to take out any insurance in respect of any of the property of the Exhibitor and it is the Exhibitor's responsibility to insure all property brought by the Exhibitor onto the Exhibition Site or whilst in transit is fully insured.

29.4 The Exhibitor must comply with all applicable legislative requirements in relation to Workers Compensation Insurance.

29.5 The Exhibitor must not, without the prior written consent of the Association, do or permit to be done anything in relation to the Exhibition Site or the Exhibition whereby any insurance effected by the Venue or the Association may be rendered void, voidable or in any way unenforceable against the insurer

or whereby the premium payable on the insurance may be liable to increase. The Exhibitor will pay to the Association on demand all amounts payable by way of costs or increased insurance premiums on any policy of insurance so affected.

30. INDEMNITY

The Exhibitor must indemnify the Association and its employees, agents and other representatives in respect of all actions, claims, demands, proceedings, suits, costs, damages, expenses and losses whatsoever (including but not limited to loss of profits, any compromises of actions, claims, demands, proceedings or suits and all legal costs on a solicitor-own client basis in respect thereof) which the Association and its employees, agents and other representatives may suffer or incur by reason of or in relation to:

(a) any act, default or omission on the part of any one or more of the Exhibitor(s), its employees, agents, invitees, licensees, patrons, contractors and sub-contractors;

(b) any act, default or omission on the part of any one or more of the employees, agents, invitees, licensees, contractors and sub-contractors of the Association when acting under the direction, order or control of any one or more of the Exhibitor(s), its employees, agents, contractors or sub-contractors;

(c) the Exhibitor withdrawing from the Exhibition; or

(d) any accident, damage, death or injury suffered by any person or the property of any person in or using or entering or near the Venue and occasioned wholly or partly by any act, default or omission of any one or more of the Exhibitor(s), its employees, agents, invitees, licensees, patrons, contractors and sub- contractors.

31. POSTPONEMENT, ABANDONMENT OR CANCELLATION

If, as a result of any cause beyond the reasonable control of the Association, the holding of the Exhibition is postponed or abandoned or the Exhibition Site becomes wholly or partially unavailable for the holding of the Exhibition, the Association may in its discretion cancel the Exhibition and subject to clause 28.5, return such proportion of the sums paid to it by the Exhibitor in respect of the Exhibition as it may determine. In any such case, the Association will not be liable, and is hereby released from liability, for any damage, loss (including consequential loss) or expense incurred by the Exhibitor as a result of the postponement, abandonment or cancellation.

32. TERMINATION

The Association may by notice in writing to the Exhibitor terminate the Contract if:

(a) the Licence Fee or any part thereof or any other sums payable by the Exhibitor to the Association in respect of the Exhibition are unpaid from the day on which the Licence Fee or other sum was due to have been paid;

(b) the Exhibitor breaches or evinces an intention to breach any of the covenants, terms or conditions expressed or implied in the Contract;

(c) a receiver or official manager is appointed to any property of the Exhibitor or any guarantor of its obligations under the Contract;

(d) any order or resolution is made for the winding up of the Exhibitor or any guarantor of its obligations under the Contract (other than for the purpose of amalgamation or reconstruction);

(e) any of the property of the Exhibitor is assigned;

(f) the Exhibitor is a person and he or she becomes bankrupt or has a sequestration order made against him or her;

(g) or any reason the relevant Government body ceases to own or occupy the Venue; or

(h) the Association is of the opinion that there is a real possibility that damage may be caused to any of the Exhibition Site, its facilities or its equipment as a result of the Exhibitor exercising any right under the Contract, or that such exercise may cause injury to patrons of the Exhibition or that the manner in which the Exhibitor uses or proposes to use the Licensed Premises is illegal or otherwise contrary to law or likely to injure the reputation of the Association or the Venue.

Upon such termination, the Association will be entitled to remove all exhibits and property of the Exhibitor from the Licensed Premises and to send the exhibits and property, at the risk and expense of the Exhibitor, to the address of the Exhibitor specified on its Application to Exhibit. All sums paid by the Exhibitor to the Association in respect of the Exhibition will be forfeited, without prejudice to any right or claim that the Association may otherwise have.

33. FIRE REGULATIONS

33.1 The installation of any fuel-burning appliance with liquid or solid fuel must conform to the Uniform Building Regulations.

33.2 The installation of any LPG appliances for demonstrations will comply with the Liquefied Petroleum Gas Act 1957. Exhibitors using LPG containers must provide a carbon dioxide fire extinguisher for each appliance.

33.3 The Exhibitor will not store any inflammable liquids or fuels inside the Exhibition Site.

33.4 The Exhibitor will ensure that fire extinguishers and firefighting equipment are at all times visible and accessible and are not removed from their correct location.

33.5 Event Management may issue Safety Guidelines as part of pre-event planning for publication to Exhibitors.

34. DANGEROUS AND NOXIOUS SUBSTANCES

34.1 The Exhibitor must not, without the prior written approval of the Venue Management, bring onto the Exhibition Site substances which, in the opinion of the Venue Management, are of a dangerous, inflammable, explosive or objectionable nature.

34.2 Toxic materials or fluids are not permitted on the Exhibition Site. The Venue has no provision for the disposal of toxic hazardous liquid substances such as paints, solvents, oil etc.

35. BALLOONS AND STICKERS

Helium balloons are not permitted within the Exhibition Site. If the Exhibitor brings balloons onto the Exhibition Site, it will be responsible for removing them and will be required to meet all costs associated with this. Exhibitors are not permitted to distribute any type of balloons or stickers from the Marina.

36. ANIMALS

No animals except assistance animals such as guide dogs are permitted within the Exhibition Site without the prior written approval of the Association or Venue Management. The Exhibitor will take full responsibility for any approved animals.

37. EXHIBITOR NOISE LEVELS

37.1 Sound levels caused by the Exhibitor's use of display

equipment such as videos and televisions, or demonstration of product, must not be intrusive to other Exhibitors. The Association reserves the right to terminate the use of such equipment on the basis of unacceptable sound levels.

37.2 Exhibitors must not under any circumstances use individual public address systems on the Exhibition Site.

38. RECORDINGS AND PHOTOGRAPHS

38.1 The Exhibitor must not, without the prior written consent of the Association, take or permit to be taken any photographic film, video, sound or television recording during the Exhibition.

38.2 The Association reserves the photographic rights to and in the Exhibition. The Exhibitor must not use its own photographer without the prior written consent of the Association and the Association reserves the right to appoint an official photographer to carry out any photographic work required by the Exhibitor.

38.3 The Association reserves the right to take photos and video images of the Exhibition, Exhibitors and visitors to be used for promotional and/or marketing purposes.

39. RADIO TRANSMISSIONS

If the Exhibitor proposes to use any kind of radio transmitting equipment, including without limitation two- way speech communication, it must submit details of the equipment to the Association prior to the opening of the Exhibition, advising the frequency and power of the signal and providing a copy of the Exhibitor's Transmitting Licence. The equipment will not be used until the written approval of the Association has been obtained.

40. CANVASSING, SOLICITATION AND DISTRIBUTION.

The Exhibitor, other persons, businesses or organisations must not display or distribute pamphlets, catalogues, leaflets, photographs, decorations or other printed or electronically created material outside the Licensed Premises or on vehicles and any common areas of the venue. Please note in NSW for example it is an offence under the Protection of Environment Operations Act 1997 (NSW) to distribute advertising material in any way, other than as described by the Act.

41. SUB-LETTING

The Exhibitor must not sub-let, share or part with possession of the Licensed Premises or any part thereof without the prior written consent of the Association. Where such consent has been obtained, a site sharing fee will be payable in addition to the shared Licence Fee in respect of the Licensed Premises. Sub-letting in this use includes renting, sharing, donating or in any way allowing another company, organisation, club or person to display or advertise in an Exhibitor Licensed Premise. Non-exhibiting companies, organisations, clubs or persons will not be allowed to place stickers, placards, brochures, magazines, catalogues or the like, or other signs anywhere in the Exhibition. Any Exhibitor who has individuals receiving payment separately for goods and services sold from the Licensed Premises will be deemed to be sub-letting.

Should any Exhibitor be found to be sub-letting or site sharing, the Association reserves the right to charge the contracted Exhibitor the difference between the paid Licence Fee and the full list price for the Licensed Premises. Should the Exhibitor already have paid the full list price for the stand, the BIA reserves the right to charge a premium as it deems appropriate.

42. AMENDMENT OF TERMS AND CONDITIONS

The Association reserves the right at any time and from time to time to delete, vary or amend any of these Terms and Conditions by notice in writing issued by the Association.

43. APPLICABLE LAW

The Contract will be governed by and construed in accordance with the laws of New South Wales and the parties agree to submit to the jurisdiction and courts of New South Wales.

44. PERIOD OF LIMITATION

44.1 It is hereby agreed and declared that the Association will not be liable to the Exhibitor in respect of any claim arising under the Contract or in connection with the Exhibition unless such claim is made in writing to the Association not later than 30 days after the closing date of the Exhibition.

44.2 The Association will be discharged from all liability in respect of this Contract and the Exhibition unless suit is brought and notice thereof given to the Association within 6 months of the closing date of the exhibition.

45. GENERAL LIEN

All exhibits and other property of the Exhibitor brought onto the Licensed Premises will be subject to a general lien in favour of the Association in respect of all sums payable by the Exhibitor to the Association in respect of the Exhibition.

46. EXCLUSION OF ORAL REPRESENTATIONS

The Exhibitor hereby acknowledges that it has entered into the Contract without relying upon any oral representation by the Association or by any person on behalf of the Association and that the Terms and Conditions of the Contract are as conclusively set out in these Terms and Conditions.

47. AMENDMENT OF CONTRACT

No variation, amendment, addition or alteration to the Contract or to these Terms and Conditions will be binding upon the Association unless in writing and signed by the Secretary or other duly authorised officer of the Association.

48. ASSOCIATION'S AGENT

The Association may appoint an agent in writing to exercise any of its rights or comply with any of its obligations under this Agreement. The Exhibitor acknowledges and agrees that any direction or request given, or requirement of, the Association's agent under will be deemed to be a direction, request or requirement of the Association.

Ends/…