

TERMS AND CONDITIONS

These terms and conditions constitute an agreement between International College of Management, Sydney Pty Limited (ACN 003 144 045) ("Organiser") and the person or organisation agreeing to exhibit ("Exhibitor") at the Northern Beaches Tertiary Expo (the Expo). By participating in the Expo, the Exhibitor agrees to the following terms and conditions.

1. Participation in the Expo by the Exhibitor is subject to:
 - a. the acceptance of the Exhibitor by the Organiser at its complete discretion; and
 - b. the Exhibitor completing the registration process. Acceptance will be expressly confirmed in writing by the Organiser upon receipt of the fully completed booking form (the "Booking").
2. Bookings to exhibit will close on 27 March 2020 unless sold out prior.
3. An Exhibitor may cancel its Booking and receive a refund of 30% of the Fee paid subject to providing written notice of the cancellation to the Organiser by no later than 27 March 2020. No refunds will be provided for cancellations after this time.
4. On confirmation of the Booking, the Organiser will issue an invoice to the Exhibitor for the Booking (the "Fee"). If the Exhibitor fails to make full payment of the Fee within 14 days of the due date on the invoice, the Organiser reserves the right to make the stand space available to other exhibitors. The Exhibitor must not occupy stand space at the Expo until all monies owing to Organiser have been fully paid.
5. Following acceptance of the Booking and receipt of the Fee, the Organiser will issue the Exhibitor an allocated area to set up its stand at the Expo. The location will be at the Organiser's sole discretion.
6. Whilst in no way limiting anything in clause 29 herein, the Exhibitor indemnifies the Organiser for any loss or damage the Organiser suffers due to the acts or omissions of any third party or contractor engaged by the Exhibitor at the venue for any purpose during the Expo.
7. The Exhibitor must not cause any obstruction to other exhibitors or public space at the venue, or modify their stand and/or floor, or set up machinery on their stand without prior consultation and approval from the Organiser. This includes, but is not limited to, the installation of coffee machines, popcorn machines or other food preparation devices.
8. No inflatable items (including balloons, helium or otherwise), aerosol cans or any items deemed hazardous by the Organiser are permitted in the Expo venue. The Organiser reserves the right to take the appropriate action if any of these items are brought to the Expo venue including, but not limited to, the removal or destruction of the items. It is the Exhibitor's responsibility to ensure that any items it brings to the Expo are not hazardous and should consult the Organiser if there is any doubt.
9. The Exhibitor must ensure that its activities, furniture, promotional material and signage do not interfere with the good order and safety of the Expo or with any other exhibitor. Furniture and promotional material must be contained within the space allocated to the Exhibitor. Aisles and public spaces must be kept clear. The Organiser reserves the right to take the appropriate action to enforce this requirement including, but not limited to, the removal of any signage, furniture or promotional materials.
10. The Exhibitor must confine its activities to the space allotted to it by the Organiser. The Exhibitor is not permitted to distribute promotional material or promote its organisation anywhere other than from its own stand. This includes venue aisles and external areas of the Expo venue. It is the responsibility of the Exhibitor to ensure that they are compliant. The Organiser reserves the right to take the appropriate action to enforce this requirement.
11. The Exhibitor agrees to staff and continually keep its stand open throughout the course of the Expo.
12. The Exhibitor must not pack up its stand partially or totally before closing time.
13. No stand may be sublet or hired to any third party without the consent of the Organiser.
14. The Exhibitor is only permitted to exhibit its own products or services at the Expo.
15. Trolleys are not permitted in the venue whilst the Expo is open to the public. Goods must be hand carried to the Exhibitor's stand whilst the Expo

is open to the public.

16. The Exhibitor is responsible for safety and security of its products and stand. Material on its stand must not be left unattended at any time during the Expo or during bump in or bump out. Goods are left on the Exhibitor's stand and/or Exhibitor storage area at the Exhibitor's own risk.
17. It is the responsibility of the Exhibitor to leave the stand space clean and tidy during the exhibition and on bumping out. The Organiser reserves the right to charge an additional fee to the Exhibitor for the reasonable costs of any cleaning or removal of items left by the Exhibitor.
18. The Organisers reserve the right to amend the dates for holding The Expo. Organisers will not be responsible for any loss occasioned thereby. The Organisers also reserve the right to close The Expo or vary its hours.
19. The Organisers reserve the right to determine, amend or alter the location of the Exhibitor's stand and the Exhibitor undertakes to agree to such.
20. The Organiser reserves the right to refuse admission or eject the Exhibitor or its representatives from the Expo due to (but not limited to):
 - a. failure to comply with these terms and conditions; or
 - b. representing a security risk, nuisance or in any way interfering with the operation or integrity of the Expo.
21. Exhibitors shall comply with all State and Commonwealth regulations and legal requirements as well as any rules of the venue.
22. The Organiser reserves the right to amend these terms and conditions from time to time and the Exhibitor will be bound to the terms and conditions in force at the time it makes the Booking or attends the Expo.
23. These terms and conditions are governed by the laws of New South Wales. Any legal action arising from it shall be litigated in the appropriate court of that State.
24. The Exhibitor indemnifies and holds harmless the Organiser, its employees, agents, contractors and sub-contractors from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by the Organiser, its employees, agents, contractors and sub-contractors arising out of or in connection with (but not limited to):
 - a. any breach of these terms and conditions by the Exhibitor;
 - b. the Exhibitor's use and attendance at the Expo;
 - c. any injury or damage sustained due to any act or omission of the Exhibitor; or
 - d. any damage to the Expo venue or any goods located at the Venue
25. To the extent permitted by law neither the Organiser nor its employees, agents, contractors or sub-contractors will be liable to the Exhibitor for any loss or damage (including any consequential loss) arising out of the Exhibitor's participation in the Expo.
26. In the event that any additional provisions are implied into these terms and conditions by the Competition and Consumer Act 2010 or any other law or regulation in force throughout Australia from time to time including but not limited to guarantees, warranties, conditions and obligations on the Organiser, to the extent permitted by law the Organiser's liability will be limited to providing, at the Organiser's discretion, a replacement of the services provided to the Exhibitor (where possible) or payment of the cost of having the goods or services supplied again.

I accept the terms and conditions.

Signature

Date