



TASMANIAN FASHION FESTIVAL 2024 EXHIBITORS TERMS & CONDITIONS

1. INTERPRETATION

(a) In this Contract, including any schedule or annexure hereto, unless the contrary intention appears:

“Exhibitor” means the Company, person, association, or other legal entity wishing to take part in the exhibition and named on the front page hereof as the Exhibitor, and where the context permits, includes the Exhibitors employees, agents and contractors.

“Exhibit” means the products and/or services displayed by the Exhibitor named on the front page hereof.

“Event” means the Tasmanian Fashion Festival, named on the front page hereof, to be held at the venue and on the dates detailed on the front page hereof or otherwise notified by the Organiser to the Exhibitor in accordance with the terms herein.

“Future Obligations” means any acts, matter, or thing, which a party to this Contract will be liable to do (in the future) pursuant to a term of this Contract.

“Organiser” means Tasmanian Fashion Festival Incorporated and includes its successors and assigns and where the context so permits the Organiser’s agents, contractors, and employees.

“Exhibitors Site” means floor space allocated to the Exhibitor by the Organiser in the position agreed between the Exhibitor and Organiser and described in the Booking Proposal

“Runway” refers to the fashion shows, that will operate for Exhibitors to showcase clothing, footwear, and accessories.

“Backstage Area” means the area behind the main stage, including the change rooms, where preparation for the Runway will take place and where models will be changing.

“Venue” means the site at which the exhibition is to be held and noted on the front page hereof or otherwise notified by the Organiser to the Exhibitor in accordance with the terms herein.

in or under this Contract or in or under any such other agreement all of which shall continue in full force and effect.

2. MAKING OF THE CONTRACT

The completion, execution and returning by the Exhibitor of this Contract shall be deemed to be a commitment by the Exhibitor to the Organiser to be an Exhibitor at the event upon the terms and conditions contained herein. Upon acceptance the Organiser agrees to provide, and the Exhibitor agrees to take, and participate in, the requested, Exhibitors Site, or Runway upon the terms and conditions contained herein.

3. PAYMENT

The Exhibitor shall pay to the Organiser, such amounts on or before such dates as shall be specified in Booking Confirmation on the front page of this agreement. If the Exhibitor cancels its booking in breach of this agreement the Organiser will be entitled to retain or recover 10% of the booking fee, as administration fees.

Payments can be made directly to the Organiser as specified in Booking Confirmation on the front page of this agreement.

4. ASSIGNMENT, SUBLETTING AND OTHER DEALINGS

The Exhibitor may assign or sublet any part of the Exhibitors Booth or Exhibitors Site providing they have received the consent of the Organiser in writing. Such consent shall be at the sole and absolute discretion of the Organiser. Any such consent, if given, shall be on condition that the Exhibitor as assignor continues to be bound by the Terms and Conditions of this Contract and the assignee also agrees to be bound by the Exhibitor's obligations under this contract.

5. CHANGES TO THE EXHIBITION

(a) The Exhibitor acknowledges that having regard to the period between the date of entering this Contract and the proposed date of the Event it is possible that circumstances may arise which make it necessary or desirable in the reasonable view of the Organiser to effect changes to the Event. Without limiting the generality of such changes, the Organiser shall have the right by notice in writing to the Exhibitor to change the dates of the Event (including into a new year) and/or the place of the venue for the Event to another venue (provided it is in the same city or town.) The Organiser shall only exercise its rights under this Clause where it reasonably believes that circumstances necessitate such action. In the event of any such action by the Organiser under this Clause the Organiser shall refund to the Exhibitor all money paid by the Exhibitor to the Organiser for the Exhibition Site, and/or Runway, there shall be no consequent liability to the Organiser and the Organiser shall have no liability for any further amounts expended or expenses incurred by the Exhibitor and the Exhibitor shall have no claim against the Organiser for damages of whatever kind or nature, whether they be a direct or indirect result of the change

(b) The Organiser shall be entitled to cancel this agreement by notice in writing to the Exhibitor if the Organiser considers that it is not in the best interests of either the Organiser or the Exhibitors to hold the Event if in the reasonable opinion of the Organiser the Exhibition should be cancelled due to any act of terror, or other event which is beyond the control of the Organiser. In either such event the Organiser shall refund to the Exhibitor all money paid by the Exhibitor to the Organiser for the Exhibition Site, and/or Runway, but the Exhibitor shall not have any other entitlement or be entitled to make any other claim. against the Organiser in relation to such cancellation.

6. EXHIBITION HOURS

The Organiser shall determine and notify The Exhibitor in writing 30 days prior to the Event:

(a) The hours during which the Exhibitor shall have access to the Venue for the purpose of setting up and dismantling their Stand and Exhibit; and

(b) The hours during which the Exhibition is open to visitors; and

The Exhibitor shall keep the Exhibition Site, staffed for duration of The Event (which shall be the same as in (b) above unless otherwise notified).

7. DISPLAYS SUBJECT TO APPROVAL OF ORGANISER

(a) The Exhibitors displays, and demonstrations are to be in keeping with the character, dignity and atmosphere of the Event and the Organiser reserves the absolute right to reject any display or demonstration and without limiting the generality of the foregoing to take any necessary steps to stop any disturbance or nuisance during the Exhibition.

(b) The Exhibitor shall not exhibit any product, service, or other matter, which is not agreed to in the Booking Proposal on the front page hereof. If the Exhibitor breaches this condition the Organiser shall be entitled to remove the Exhibitor and the Exhibit from the Event and any cost associated therewith shall be paid by the Exhibitor to the Organiser

8. STAND SIZE ETC

The Exhibitor shall setup the Exhibition Site at their discretion and at their own cost and free from adjoining Exhibitors. All personnel involved in display and construction work are the responsibility of the Exhibitor and should be covered by Workers Compensation Insurance.

9. CLEANING

The Exhibitor shall be responsible to always ensure the cleanliness and tidiness of their Exhibition Site during the Event. If the Exhibitor fails to do so, the Organiser, may without notice to the Exhibitor, employ others to clean up and remove the

Exhibitor's rubbish and the cost thereof shall be recoverable by the Organiser as a debt due by the Exhibitor to the Organiser. The Organiser shall otherwise carry out general cleaning throughout the Event.

10. ENTRY

Exhibitors will be given entry tickets for themselves and one other personnel to enter the Event for the duration of the Event. The Exhibition Site cannot be removed during the Event without permission in writing from the Organiser.

11. RETURN PROPERTY IN ORIGINAL CONDITION

Upon completion of the Event, it shall be the responsibility of the Exhibitor to remove all exhibits, tools and all other materials from the Exhibition Site, Backstage Area and the Venue. The Exhibitor shall leave the furniture allocated to them at the Event in the same condition as it was prior to the Exhibitor installing any displays or carrying out any other work. The Exhibitor will be liable for any damages to the Exhibition Site, Backstage Area, walls or floors of the building in which their exhibit is housed and shall not paint or otherwise alter the Venue to accommodate their Exhibit. If the Exhibitor has not removed all exhibits, tools, and other material from the venue as aforesaid, then the Organiser may (without being obliged and without prejudice to any other right of the Organiser) remove and dispose of same, in such a manner, as the Organiser in its absolute discretion shall decide (including dumping). The Exhibitor shall be liable for any costs associated with the removal, storage and/or disposal of such goods

12. STATUTORY REQUIREMENTS

The Exhibitor shall comply with all laws, rules, regulations and requirements of the owner or operator of the Venue and of any Statute or any government or semi-government authority or department concerning, relating to, or affecting the Exhibitor's participation in the Event.

13. ORGANISER TO PROVIDE SERVICES

The Exhibitor acknowledges that prior to entering into this agreement, the Exhibitor has been provided with a schedule of charges for services, structures and space which can be made available to the Exhibitor.

The Organiser will provide to the Exhibitor, access to the venue from 12pm on the day prior to the Festival Day Event to setup their Exhibition and will be provided to the Exhibitor access to the venue until 6pm on the day of the Event to pack up their Exhibit.

INSURANCE

(a) The Organiser has full Public Liability cover for this Event.

(c) The Exhibitor shall take out a worker's compensation insurance policy in respect of its employees with a reputable insurer in accordance with the Tasmanian Workers Compensation Act and the Organiser shall be entitled but not obliged to inspect such Policy prior to the Exhibitor obtaining access to the venue. In the event of a claim against the Organiser under any Statute relating to Workers Compensation or Occupational Health & Safety, the Exhibitor shall indemnify the Organiser against such claims.

14. ENTIRE CONTRACT

The parties agree and the Exhibitor warrants that this supersedes all previous Contracts in respect of its subject matter and embodies the entire express agreement between the parties and that the Exhibitor is not relying upon any representations to the Exhibitor or the Exhibitor's representative by the Organiser and acknowledges that the Organiser has relied upon these warranties prior to entering into this agreement with the Exhibitor. The parties agree that any collateral agreement or agreements between them in relation to the Event are hereby negated and of no force or effect, unless

(a) in writing.

(b) signed by the party against whom it is sought to be enforced; and

(c) expressed to be collateral to this agreement.

19. EXHIBITOR'S WARRANTY

The Exhibitor warrants that all the exhibitor details shown in this Contract are true and correct and that the Exhibitor has made all and any relevant inquiries as to the conduct of the Event and that the Exhibitor has satisfied themselves in that regard.

15. DIRECTOR'S GUARANTEE AND INDEMNITY

Where an Exhibitor is a Proprietary Company, the Director or Directors of such company by affixing their signatures to this Contract shall (and where more than one jointly and severally) guarantee the performance by the Exhibitor of its obligations under the Contract and to that extent, the Directors by affixing their signatures shall also (and where more than one, jointly and severally) provide all of the releases and indemnities to the Organiser for and by themselves personally which are given by the Company hereunder. Where a director's signature is affixed to this agreement on behalf of the Company the signature of the director shall be deemed to be also for themselves personally pursuant to this Guarantee and Indemnity. This clause shall not apply to any Exhibitor which a company listed on the Australian Stock exchange.

16. VENUE RENTAL AGREEMENT

The parties acknowledge that this Contract is subject to the provisions of the Venue Rental agreement between the Organiser and Venue.

17. CANCELLATION BY EXHIBITOR

If the Exhibitor cancels its booking the Organiser will be entitled to retain or recover 10% of the booking fee as administration fee.

The Exhibitor accepts that the Organiser will attempt to fully book the Event because of its own business interest (exercising its sole discretion and business judgment) and the Exhibitor acknowledges that it accepts this to be the case.

18. EXHIBITOR'S ACKNOWLEDGEMENT

The Exhibitor acknowledges that a sufficient period of time elapsed between the time during which it was in possession of this agreement prior to execution of the agreement by the Exhibitor and that it has read this agreement and any parts of this agreement which it has not understood the Exhibitor has either obtained legal advice in relation to that part or decided in an informed manner for commercial reasons not to obtain such advice and this acknowledgement shall be taken into account by any Court of competent jurisdiction if such Court is called upon to enforce any of the provisions of this agreement.