



# CAREERS EXPO 2023

## Terms and Conditions

### **NORTHERN BEACHES BUSINESS EDUCATION NETWORK INCORPORATED T/A Youth Up Front PTY LTD- EXHIBITOR TERMS AND CONDITIONS 2023**

These terms and conditions constitute a legal agreement between NORTHERN BEACHES BUSINESS EDUCATION NETWORK INCORPORATED t/as Youth Up Front Pty Ltd ABN 92 047 481 509 ("Organiser") and the person or organisation agreeing to exhibit ("Exhibitor") at the Northern Beaches Careers Expo (NBCE). By making a booking to exhibit at the NBCE, the Exhibitor agrees to the following terms and conditions.

#### **DEFINITIONS**

1. In these terms:

"Booking" means a booking to exhibit at the NBCE.

"Exhibitor" includes the Exhibitor's employees, agents and contractors.

"Fee" means the fee payable by the Exhibitor to the Organiser to exhibit at the NBCE.

"Final Booking Date" means **18 May, 2023**

"Final Cancellation Date" means **25 MAY 2023** (two (2) weeks before day of the NBCE).

"Force Majeure Event" means anything affecting a party outside of that party's reasonable control, including but not limited to fire, storm or other extreme weather event, flood, earthquake, pandemic, epidemic, war, invasion, terrorism, civil commotion, blockade or embargo, labour dispute, labour shortage, failure or delay in transportation or supply, or any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority.

"Organiser" includes the Organiser's employees, agents and contractors.

"NBCE" means **Northern Beaches Careers Expo**

#### **PARTICIPATION AND BOOKINGS**

2. Participation in the NBCE 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 booking and registration process.

Acceptance will be expressly confirmed in writing by the Organiser upon receipt of the fully completed booking form.

3. Bookings will close on the Final Booking Date unless sold out prior.

4. An Exhibitor's Booking cannot be transferred, shared with or on-sold to another organisation unless with expressed approval of the Organiser

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### STAFFING OF STAND

5. The Exhibitor agrees to staff and continuously keep the Exhibitor's stand open throughout the course of the NBCE advertised operating hours.

### PAYMENT OF FEES

6. On confirmation of the Booking, the Organiser will issue an invoice to the Exhibitor for the Fee. If the Exhibitor fails to make full payment of the Fee by 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 NBCE until all Fees owing to the Organiser have been fully paid.***

7. 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 NBCE. The location of the stand will be at the Organiser's sole discretion.

### CANCELLATION BY EXHIBITOR

8. An Exhibitor may cancel its Booking and receive a refund of 25% of the Fee paid, subject to providing written notice of the cancellation to the Organiser by no later than the Final Cancellation Date. No refunds will be provided for cancellations made by an Exhibitor after the Final Cancellation Date.

### CANCELLATION BY ORGANISER

9. Exhibitors acknowledge and agree that a large percentage of the costs of the NBCE have been outlaid by the Organiser at least 120 days before the commencement of the NBCE and may not be recoverable by or creditable to the Organiser in the event of cancellation of the NBCE for any unforeseen reason including a Force Majeure Event.

10. In the event of the cancellation of the NBCE by the Organiser for any unforeseen reason including a Force Majeure Event, the Organiser will provide:

a. 90 days prior to the event day, or less out from the NBCE, a percentage (%) credit to the Exhibitor equal to the percentage (%) amount the Organiser is credited by the NBCE venue and the Organiser's service providers;

b. between 120 days to 91 days out from the NBCE, the Exhibitor may select either:

i. a percentage (%) credit to the Exhibitor equal to the percentage (%) amount the Organiser is credited by the NBCE venue and the Organiser's service providers; or

ii. a 30% refund of the amount paid by the Exhibitor; or

iii. 100% credit applied to future event bookings

c. between 240 and 121 days out from the NBCE, the Exhibitor may select either:

i. a 70% refund of the amount paid by the Exhibitor;



ii. 100% credit applied to future event bookings

d. prior to 241 days out from the NBCE, a 100% refund of the amount paid by the Exhibitor.

**11.** For the avoidance of doubt, any refund provided by the Organiser under this clause will be calculated as a percentage of the amount actually paid by the Exhibitor at the time of cancellation (but excludes any amount paid by the Exhibitor that is covered by a credit note issued from any previous events).

### **CREDIT NOTES ISSUED IN 2020 DUE TO COVID-19**

**12.** Credit notes from our 2020 cancelled event can only be used towards meeting an Exhibitor's payment to us for the NBCE in 2021.

**13.** Credit notes cannot be refunded or redeemed for cash nor can the Credit Note be transferred to an event beyond 2021.

**14.** Bookings made for the NBCE using a Credit Note as well as payment for the outstanding balance of the Fee must be made by the date specified in the Credit Note.

**15.** Credit Notes are subject to all other terms and conditions set out in the Credit Note.

### **VIRTUAL ALTERNATIVES**

**16.** The Organiser reserves the right to adapt the location and format of the event without notification.

**17.** Under these circumstances, if the Exhibitor does not wish to participate, please refer to the cancellation by exhibitor details – see clause 8.

### **EXHIBITOR OBLIGATIONS AND CONDUCT DURING NBCE**

**18.** 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 or structures on their stand without prior consultation with and approval from the Organiser. This includes, but is not limited to, the installation of coffee machines, popcorn machines or other food preparation devices.

**19.** Exhibitors wishing to distribute any type of food or beverage item from their stand must seek approval from the Organiser and the venue at least eight (8) weeks prior to the NBCE. Costs will apply. The Organiser takes no responsibility for allergic reactions, sickness, injury or death resulting from any food or beverages distributed by Exhibitors to attendees.

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- 20.** Exhibitors must not bring into or use in the NBCE venue any flame, explosive, fuel, ammunition, firearm, chemical, acetylene gas, pressure tanks, volatile, explosive or dangerous oils, compounds, liquids of substances, inflatable items (including balloons, helium or otherwise), aerosol cans or any items deemed hazardous by the Organiser. This includes, but is not limited to, electric drills or cutting tools, knives or any other sharp implements. The Organiser reserves the right to take the appropriate action if any of these items are brought to or used in the NBCE 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 into the NBCE are not hazardous and should consult the Organiser if there is any doubt.
- 21.** The Exhibitor must ensure that its activities, furniture, promotional material and signage do not interfere with the good order and safety of the NBCE 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.
- 22.** The Exhibitor is responsible for the safety and security of its products and stand. Material on its stand must not be left unattended at any time during the NBCE 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.
- 23.** 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 NBCE venue. The Organiser reserves the right to take the appropriate action to enforce this requirement.
- 24.** No photography is permitted within the NBCE venue at any time without prior written approval from the Organiser.
- 25.** The Exhibitor must not pack up its stand partially or totally before closing time on the last day of the NBCE. The Exhibitor must not leave any goods or promotional material on its stand after 3pm on the last day of the NBCE.
- 26.** No stand sharing, sub-letting or co-branding of stands is permitted.
- 27.** The Exhibitor is only permitted to exhibit its own products or services at the NBCE.
- 28.** Trolleys are not permitted in the venue while the NBCE is open to the public. Goods must be hand carried to the Exhibitor's stand while the NBCE is open to the public. Restocking of goods using trolleys must be done before the NBCE opens each day or after closing.
- 29.** At bump in and bump out times advised by the Organiser, all Exhibitors must wear high visibility safety vests or utilise the support of event staff in the loading dock areas.
- 30.** It is the responsibility of the Exhibitor to leave the stand space clean and tidy during the NBCE 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.
- 31.** The Exhibitor must comply with all relevant occupational health and safety requirements and venue guidelines affecting its participation in the NBCE.



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**32.** The Organiser reserves the right to refuse admission to or eject the Exhibitor or its representatives from the NBCE due (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 NBCE.

**33.** Exhibitors shall comply with all State and Commonwealth legal requirements as well as any rules of the venue.

### **WEBINARS/PRESENTATIONS**

**34.**

- a.** The Exhibitor may request that the Organiser allocate a webinar and/or seminar at a particular time during the NBCE.
- b.** Fees may apply for the provision of webinars/presentations
- c.** The Exhibitor accepts that seminars are at all times subject to availability and will be allocated at the Organiser's discretion.

### **INSURANCE**

**35.** The Exhibitor shall affect public liability insurance of at least \$10 million for the Exhibitor's stand covering loss from public risk, fire and theft with the Organiser's interest under this clause noted on the policy, and the Exhibitor will produce the certificate of currency and the policy relating thereto on demand by the Organiser.

### **CHANGES TO NBCE**

**36.** The Organiser reserves the right to amend the dates or venue for holding the Expo, to close the Expo or vary its hours, or to vary or add to the format of the Expo (including holding an online event) as is necessary or required by law, and to the extent permitted by law will not be liable for any loss to the Exhibitor arising from such a change.

**37.** The Organiser reserves the right to determine, amend or alter the location of the Exhibitor's stand and the Exhibitor undertakes to agree to such.

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### **LIMITATION OF LIABILITY AND INDEMNITY**

**38.** To the extent permitted by law, the Exhibitor releases the Organiser from any claim or liability arising (whether directly or indirectly) out of or in connection with:

- a.** any loss or damage (including any consequential loss) to the Exhibitor arising out of the Exhibitor's participation in the NBCE; or
- b.** a Force Majeure Event.

**39.** The Exhibitor indemnifies and holds harmless the Organiser from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on an indemnity basis) incurred by the Organiser 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 attendance at the NBCE;
- c.** any damage, loss, injury or death to or of a person or property due to any act or omission of the Exhibitor;
- d.** any damage to the NBCE venue; or
- e.** any loss or damage the Organiser suffers due to any act or omission of the Exhibitor.

**40.** 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, to the extent permitted by law, the Organiser's liability will be limited to the remedies required of the Organiser under the applicable law or regulation.

### **CHANGES TO TERMS AND CONDITIONS**

**41.** The Organiser reserves the right to amend the terms and conditions from time to time but will not amend the terms and conditions that were signed by the Exhibitor at the time of their Booking unless agreed in writing by both parties.

**42.** If a provision (or part of it) of these terms and conditions is held to be unenforceable or invalid, then to the extent possible the provision will be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by the applicable law.

### **GOVERNING LAW**

**43.** These terms and conditions are governed by the laws of New South Wales, Australia. The parties hereby submit to the non-exclusive jurisdiction of the Courts of the state of New South Wales, Australia.