

EXHIBITION APPLICATION FORM

Return completed form to the Congress Organisers by fax +61 3 9682 0288
Mail: c/o ICMS Pty Ltd, 84 Queensbridge Street, Southbank VIC 3006 Australia

COMPANY DETAILS

Company Name:

Contact Name:

Position:

Address:

City: _____

State: _____ **Postcode/Zip:** _____

Country: _____

Email: _____

Phone: _____ **Fax:** _____

EXHIBITION

We confirm the following exhibition items. All prices quoted are in Australian Dollars. Costs are inclusive of the Australian Goods and Services Tax (GST).

Exhibition Type	Value	Total Exhibition Size	Total Value
Space Only per m ² (Sponsor > \$5,000 discount rate)	\$ 440.00		\$
Space Only per m ²	\$ 660.00		\$
Exhibition Total Amount			\$

Stand Number Preference	1 st	2 nd	3 rd	4 th

I/We are authorised to sign documents on behalf of the Organisation and I/we acknowledge that I/we have read the guidelines, policies, rules and regulations governing the sponsorship attached to this form and agree to be bound by them and comply with them in full. I/We acknowledge that the organiser retains the sole discretion to accept or reject this application.

Name: _____ Signature: _____

Date of application: _____

PAYMENT DETAILS

All payments must be made in Australian Dollars only. Payment in any other currency will NOT be accepted. Payments can be made via cheque, direct transfer or credit card. Please contact the Congress Secretariat for all payment details and conditions. Full payment is required within 30 days from the date of the Tax Invoice. A Tax Invoice will be issued upon receipt of application.

EXHIBITION REGULATIONS

1. If the Exhibitors fail to comply in any substantial respect with the terms of this agreement the Organisers shall have the right to sell the space and the Exhibitor shall be liable for any loss suffered by the organisers thereby, and all monies paid by the Exhibitor hereunder shall be absolutely forfeited to the Organisers. If the Exhibitor fails to occupy the said space by the advertised opening of the show, the Organisers are authorised to occupy or cause the said space to be occupied in such manner as it may deem best for the interest of the Exhibition without refund to the said Exhibitor and without releasing the Exhibitor from any liability hereunder.

2. No exhibitor shall erect any sign, stand, wall or obstruction, which in the opinion of the Organisers interferes with an adjoining Exhibitor.

3. All exhibitors shall be producers, importers or representatives for goods and/or services displayed. No Exhibitor shall display on his stand any advertisement for goods manufactured and/or sold, or services provided by a non-exhibitor unless written permission has been obtained from the Organisers.

4. Dismantling the Exhibits. Exhibits must not be removed and displays not be dismantled either partially or totally, before the closing time on the last day of the Exhibition. All exhibits and display material must be removed as soon as possible and by the time indicated

5. Exhibitors shall comply with the rules and regulations stipulated by the Organisers, the venue management, the Health Department and the Metropolitan Fire Brigade and with all relevant State and Commonwealth Acts.

6. The Exhibitor will not damage any walls or floors or ceiling of the exhibition area in which his stand is located - by nails, screws, oil, paint, or any other cause whatsoever and the Exhibitor shall be liable for, and make good at its own expense, any such damage.

7. Exhibitors have seven (7) days in which to make their final payment when it falls due. After this time, if the final payment has not been received, the stand will be available for sale to another firm. All deposits paid to this stage will automatically be forfeited and no refund will be made. No Exhibitor shall occupy his stand space in the Exhibition until all monies owing to the Organisers by the Exhibitor are paid in full.

8. Exhibitors' Liabilities. The Exhibitor agrees and acknowledges that the Organiser shall not be liable for and hereby agrees to release and indemnify the Organiser its servants, employees, directors, subcontractors and agents from and against all liability, actions, suits, proceedings, damages, claims, demands, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, any claim for costs, personal or property loss or damage, interest, contribution, indemnity, expenses and any compensation costs and disbursements paid by the Organisers to compromise or settle any such claims), which may be taken or made against or incurred or become payable by the Organisers its servants, employees, directors, subcontractors and agents or any other person or entity arising out of or in connection with the Exhibition howsoever caused whether or not such loss or damage is caused or contributed to either directly or indirectly as a result of any negligent or intentional acts, defaults, or omissions on the part of the Organiser, its servants, employees, directors, subcontractors and agents. Notwithstanding the indemnity hereby given, the Exhibitor undertakes to arrange appropriate third party liability insurance.

9. Insurance Liability. Neither the Organisers nor the venue owners will be responsible for the safety of any Exhibitor or any other person, any exhibit or property of any Exhibitor or other person or for the loss or damage of, or destruction to same, by theft or fire or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor for any reason whatsoever including but without prejudice to the generality of the foregoing any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lock-outs, civil disturbances, explosion, Inevitable accident, force major, or any other cause not within the control of the Organisers or for any loss or damage occasioned, if by reason of happenings of any such event the opening of the Exhibition is prevented or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor agrees and undertakes to insure in their full replacement value the contents of his stand and all associated equipment and materials.

10. The Exhibitor is responsible for the safety of his products, display and stand. During move-out period, material should not be left unattended at any time.

11. It is the responsibility of the Exhibitor to leave his stand space clean and tidy during the Exhibition and after moving out.

12. The Organisers reserve the right to postpone the holding of the Exhibition from the set dates, and to hold the Exhibition on other dates as near to the original dates as practicable, utilising the right only where

circumstances necessitate such action and without any liability to the Organisers.

13. If due to any unforeseen circumstances it is found necessary to close the Exhibition on any day or days or to vary the hours the Exhibition is open the Organisers reserve the right to do so, at their sole discretion.

14. The Organisers may from time to time add to or vary the foregoing rules and regulations and do anything at their sole discretion they deem desirable for the proper conduct of the Exhibition, provided that such amendments or additions do not operate to diminish the rights reserved to the Exhibitor under this agreement and shall not operate to increase the liabilities of the Organisers.

15. Cancellation of Space: In exceptional circumstances the Organisers will be prepared to consider cancellation of their Contract with Exhibitors, but only if the following conditions are complied with:

- (a) That the request for cancellation is submitted in writing;
- (b) That the Organisers are able to re-let the cancelled space in its entirety;
- (c) That the reason given for the request of the cancellations is, in the opinion of the Organisers, well founded;
- (d) That the Exhibitor agrees that the Organisers shall retain 10 percent of the contract price if the cancellation is accepted more than twelve months before the Exhibition, 50 percent of the contract price if the cancellation is accepted after that time but greater than three months before the opening of the Exhibition and 100 percent of the contract price if the cancellation is accepted within three months of the opening of the Exhibition.

16. The Organisers reserve the right in unforeseen circumstances to amend or alter the exact site of the location of the stand and the Exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the Organisers.

17. Conduct of Exhibitors and Representatives.

Annoyance: The Organisers reserve the right to stop any activity on the part of any exhibitor that may cause annoyance to other Exhibitors or visitors. Business must be conducted only from the Exhibitor's own stand and under no circumstances may this be carried out from a gangway or elsewhere in the Exhibition.

Microphones: The use of microphones and announcements (amplified or otherwise) is permitted, but the volume must not be such as to cause annoyance to other Exhibitors. The Organisers reserve the right to prohibit their use if in the Organisers' opinion any annoyance is being caused.

Gangways: Any encroachment upon gangways or passages shall be deemed to be a breach of contract and articles or goods found therein during the period of the Exhibition may be removed by the Organisers or their agents and the Organisers shall not be responsible for any loss thereto occasioned by such removal.

Publicity Material: Any publicity material shall be displayed and/or given away only from within the Exhibitor's own stand. Sponsorship activities shall only occur within the area of the Exhibitor's own stands - roving masseurs, wandering dancers etc. will not be allowed.

Competing Events: The Exhibitor shall not arrange competing events against any of the official Meeting events without prior written approval by the Meeting organiser and the convenor. All requests must be submitted no later than three months prior to the commencement of the meeting.

Timing: Exhibitors shall ensure that events arranged by them before and after Meeting will not overlap with Meeting activities - Breakfast Meetings must finish 15 minutes prior to the commencement of the program, and evening functions not commence until 30 minutes after the end of the program.

18. The Organisers shall not be responsible for any damages claimed by any person or persons who may be injured whilst in the area allotted to the Exhibitor and the Exhibitor agrees to indemnify the Organisers in the event of any claim made against the Organisers.

19. **Right of Rejection.** Exhibits are admitted to the Exhibition, and shall remain there, solely on strict compliance with these Rules and Regulations. The Organisers reserve the right to prohibit in whole or in part and reject any Exhibitor or his representative in the case of failure to comply with the Rules and Regulations. There shall be no return of payment if the Organisers deem such rejection or prohibition necessary.

20. No stand or area within a stand may be sublet in any manner without consent of the Organisers.

21. If there is any inconsistency between the provisions of these Regulations and the provisions of the Sponsorship Prospectus, these Regulations shall prevail.

22. **Law of the Contract.** The Contract is governed in all respects by the law of the State of Victoria and any legal action arising under the Contract shall be litigated only in the appropriate Court having jurisdiction in that State.

WCPCS 2009 – Congress Office

ICMS Pty Ltd, 84 Queensbridge Street, Southbank VIC 3006, Australia

Telephone: +61 3 9682 0244 Facsimile: +61 3 9682 0288 Email: pccs2009@icms.com.au