

## CONSCIOUS LIVING FESTIVAL GENERAL CONDITIONS

This agreement is made on the date specified overleaf between “Conscious Living Co-Creations Pty Ltd ATF the PH T Trust” herein called the “Organiser” and the person or Company referred to as the Exhibitor overleaf and herein called the “Exhibitor”, whereas:

The Organiser proposes to promote and conduct an Exhibition described overleaf and whereas the Exhibitor has applied to the Organiser for space on the terms hereinafter contained.

Now this agreement witnesseth as follows:

The Exhibitor agrees to be bound by the Organiser's terms and conditions as stated below and understands that in the event of cancellation by the exhibitor any advance payments are non refundable. Now this agreement witnesseth as follows

1. In this agreement the word “Exhibitor” shall mean and include and Exhibitor and his, hers or its successors and permitted assignees.
2. The Exhibitor hereby agrees with the Organiser to take and occupy during the course of the Exhibition the space specified overleaf.
3. The Exhibitor hereby agrees that none of the rights and benefits granted to it hereunder shall be capable of assignment and that it will not, without the written consent of the Organiser first obtained, allow other persons or Company to occupy any parts of the space taken by the Exhibitor pursuant to this agreement.
4. The Exhibitor will pay to the Organiser the total amount in the manner set out overleaf. In the event of cancellation within 30 days prior to the Exhibition date the Exhibitor agrees to pay the full amount of the contracted space.
5. The Exhibitor agrees to be bound by the conditions set out in the “Conditions Applying to the Exhibition Order” which appear below.
6. The Organiser hereby agrees with the Exhibitor that subject to conditions set out in the “Conditions Applying to the Exhibition Order” it will make the space referred to overleaf or other space as decided by the Organiser available to the Exhibitor during the course of the Exhibition.

### **CONDITIONS APPLYING TO THE EXHIBITION ORDER**

1. The Exhibitor will be responsible for any damage to the walls or the floor of the building as may be occupied by the Exhibitor and will reinstate such damage to the satisfaction of the Organiser.
2. The Exhibitor will be responsible for any loss or damage to the display booth, partitions, electrical fittings, and spotlights provided for the Exhibitor and will reinstate such damage to the satisfaction of the Organiser.
3. Food Exhibitors must comply with all local “Health Rules and Regulations”. Failure to comply may result in the Exhibitor’s stand being closed, expenses incurred to be paid for by the exhibitor. All Food Exhibitors are responsible for the cleaning of their stands, food area and the kitchen area. Failure to do may result in additional charges.
4. The Exhibitor will comply with all rules and regulations of the authority having control over the building.
5. The Organiser may, in the event of circumstances which render it necessary, alter the location of the stand allocated to the Exhibitor and the Exhibitor will accept any re-allocation of space.
6. The Organiser may postpone or amend the time for the holding of the Exhibition to such time which in the opinion of the Organiser is more suitable for the Exhibition and will not be liable for any loss occasioned thereby provided that this right will be exercised only where circumstances arise to make it necessary.

7. The Organiser may cancel the allocation of space to any Exhibitor which in the opinion of the Organiser is creating a disturbance or nuisance or carrying on any activity contrary to law.
8. The Organiser may allocate to any person any space allocated to an Exhibitor which may be forfeited pursuant to the terms hereof.
9. The Organiser will not be liable for any damage claimed by any person or persons who may be injured during the course of the Exhibition, or any loss of property suffered during the course of the Exhibition, and an Exhibitor must produce a public liability certificate for the Organiser or other authority if requested.
10. Where there is more than one Exhibitor occupying space their liability shall be joint and several.
11. In the event of non-payment of any monies due pursuant to this agreement or in the event of the breach of any condition on the part of any Exhibitor to be observed, then all monies paid hereunder will be absolutely forfeited and the Exhibitor will have no right to occupy any space allocated and will not be released from any liability hereunder.
12. The Exhibitor shall not be entitled to any refund in the event of cancellation of the Exhibition because of industrial action, blackouts or any other cause.
13. The Organiser will provide guard service during the hours the Exhibition area is closed. However the Exhibitor is solely and fully responsible for its own Exhibition material and should ensure all its property against loss or damage for any cause whatsoever.
14. The Exhibitor without the generality of the foregoing will comply with all statutory requirements applicable to it during the course of the Exhibition.