

# SPACE BOOKING CONTRACT



## ASIA-PACIFIC'S INTERNATIONAL MINING EXHIBITION

SYDNEY OLYMPIC PARK, HOMEBUSH, SYDNEY, NSW, AUSTRALIA

4-7 September 2007

[www.aimex.reedexhibitions.com.au](http://www.aimex.reedexhibitions.com.au)

Contact Reed Exhibitions-Australia

A division of Reed Business Information P/L (inc. in NSW) ABN 47 000 146 921

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### COMPANY INFORMATION (please print)

COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_ SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

KEY CONTACT: \_\_\_\_\_ POSITION: \_\_\_\_\_

PRODUCTS: \_\_\_\_\_ ABN: \_\_\_\_\_

### SPACE REQUIREMENTS

Preferred Stand Number(s): \_\_\_\_\_

Space Size: \_\_\_\_\_m x \_\_\_\_\_m

Totalling: \_\_\_\_\_square metres

### DISPLAY OPTIONS

(All rates and prices quoted include GST)

| RATES                       | PER SQUARE METRE |          |          |          |             |
|-----------------------------|------------------|----------|----------|----------|-------------|
|                             | Up to 36         | 37-54    | 55-108   | 109-199  | 200 & above |
| Inside Space Only           | \$412.30         | \$399.65 | \$355.75 | \$334.95 | \$311.85    |
| Inside Space & Shell Scheme | \$489.30         | \$476.65 | \$432.75 | N/A      | N/A         |
| Outside Space Only          | \$158.80         | \$158.80 | \$158.80 | \$158.80 | \$158.80    |
| Outside Corporate           | \$235.80         | \$235.80 | \$235.80 | \$235.80 | \$235.80    |

#### A: Inside Space Only includes:

- Floor space
- Company name and contact details in Exhibition Directory

#### B: Inside Space & Shell Scheme includes:

- Floor space
- Company name and contact details in Exhibition Directory
- Aluminium frame stand construction
- 2.4m, Velcro-compatible wall panels
- Fascia signage to front (and sides where applicable)
- Spot lights - 2 per 9 sq m of space
- Carpet tiles to floor

#### C: Outside Space Only includes:

- Exhibition space
- Company name and contact details in Exhibition Directory

#### D: Outside Corporate Package

Includes:

- Exhibition Space
- Hoecker Structure
- Lighting
- Floor with carpet tiles
- Signage
- Velcro walling

#### E: Public Liability Insurance

\$165 is automatically charged to all exhibitors for \$10,000,000 public liability insurance coverage. This will be credited upon receipt of a hard copy of your valid certificate of currency prior to the exhibition.

#### F: Marketing Fee

Your \$660 marketing fee gives you maximum exposure at AIMEX 2007. Included is a 100 word listing, quarter page colour advertisement in the exhibition directory, Hyperlink to your web site from [www.aimex.reedexhibitions.com.au](http://www.aimex.reedexhibitions.com.au), on-line directory listing and inclusion in the brand index. This charge is automatically added to your total participation cost.

#### G: Walk-on Package

Rate: \$1221

Includes:

- 1 x brochure rack  or 1 x cabinet  (please tick)
- 2 x chairs • 1 x table • 2 x plants
- 1 x power point & electrical consumption
- Stand tracker
- 1 x box of Velcro dots
- Stand cleaning

#### H: Exhibition Directory Advertising

Book your advertisement now and save 10% off the rates below:

### EXHIBITION DIRECTORY ADVERTISING

Circle your choice

| SIZE   | COLOURS | FULL PRICE |
|--|---------|------------|
| Full Page<br>run of book                         | 4       | \$2640     |
|  | 2       | \$2244     |
|  | Mono    | \$1980     |
| 1/2 page<br>run of book                          | 4       | \$2057     |
|  | 2       | \$1441     |
|  | Mono    | \$1309     |
| 1/4 page<br>run of book                          | 4       | \$1199     |
|  | 2       | \$792      |
|  | Mono    | \$726      |
| Enhanced Listing = logo + tint + total 200 words |         | \$440      |
| Other special options available on request.      |         |            |

### TOTAL BOOKING COSTS

A: Inside Space Only \_\_\_\_\_m<sup>2</sup> = \$ \_\_\_\_\_

B: Inside Space & Shell Scheme \_\_\_\_\_m<sup>2</sup> = \$ \_\_\_\_\_

C: Outside Space Only \_\_\_\_\_m<sup>2</sup> at \$158.80 = \$ \_\_\_\_\_

D: Outside Corporate Package \_\_\_\_\_m<sup>2</sup> at \$235.80 = \$ \_\_\_\_\_

E: Public Liability Insurance \_\_\_\_\_\$165.00 = \$165.00

F: Marketing Fee \_\_\_\_\_\$660.00 = \$660.00

G: Walk-on-Package \_\_\_\_\_\$1221.00 = \$ \_\_\_\_\_

H: Exhibition Directory Advertising \_\_\_\_\_ = \$ \_\_\_\_\_

**Total Cost inclusive of GST \$** \_\_\_\_\_

All prices are in Australian Dollars

### PAYMENT DATES

On receipt of your signed contract a tax invoice for a 30% non refundable deposit will be forwarded to you for payment. Further tax invoices for remaining payments of 35% due 31/3/2007 and the final 35% due 1/7/2007 will be forwarded to you.

1ST INSTALMENT: 30% of the total space and stand rental costs within 14 days of the time of booking

2ND INSTALMENT: 35% on or before 31 March 2007

3RD & FINAL INSTALMENT: 35% on or before 1 July 2007

### RESPONSE DETAILS

Should this application be accepted and space allocated, I/We agree to comply with the attached terms and conditions, all of which I/we acknowledge have been read and understood.

Authorised Signatory: \_\_\_\_\_

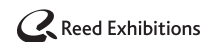
Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Please ensure that your cheque/draft is payable to and posted to: Reed Exhibitions Australia. Locked Bag 7888, Chatswood DC NSW 2067. This contract must be received within 14 days of any provisional reservation. Payment of the deposit must be made within 14 days of invoicing.

# TERMS & CONDITIONS



## THE CONTRACT

- In this Contract, Reed Business Information Pty Limited (ABN 47 000 146 921) trading as Reed Exhibitions - Australia is 'we', 'us' and 'our'. The person applying in writing (the Application) for an exhibition space (the Space) is 'you' and 'your'.
- This Contract replaces all previous representations and agreements. It can only be amended in writing that we sign.

## OUR RIGHTS AND RESPONSIBILITIES

- We will:
  - organise and hold the Exhibition
  - promote the Exhibition
  - make reasonable efforts to offer you the Space specified in your Application
  - help visitors to move between Exhibition venues.
- We do not guarantee Exhibition visitor numbers or any level of commercial activity. We can cancel the Exhibition by writing to you before it starts. If so, we will refund your fees within 30 days.
- We may change the Exhibition including, but not limited to:
  - changing your Space and reducing your fee in proportion to any reduction in size
  - changing the date
  - changing how long it runs for
  - changing visitor opening hours
  - moving the venue to another place in the same city
  - extending the venue in a separate area from the main venue
  - using multiple venues.
- We can ask you to:
  - obey the relevant laws
  - prevent any damage
  - maximise the Exhibition's commercial success.We can do this verbally, in writing and in the Exhibitor Manual that we will give you. Our directions include, but are not limited to:
  - refusing to allow, or stopping displays, demonstrations or other uses of your Space
  - specifying display area wall heights and coverings
  - approving or disapproving the content and presentation of your materials
  - deciding times you can set up and dismantle displays
  - deciding how you, your employees, contractors or agents use Exhibition entry cards
  - setting conditions for moving goods and displays before, during and after the Exhibition
  - setting restrictions on taking photographs
  - specifying how you can use microphones, sound amplifiers, films, videos, DVDs, and demonstrate machines
  - making health and safety requirements.
- We may assign any of our rights under this Contract.

## YOUR RIGHTS AND RESPONSIBILITIES

- You are not a tenant of the Space. You can share it, but you cannot transfer it to another person.
- You must:
  - use your Space only to display and promote goods and/or services in keeping with the Exhibition
  - make the most of your Space's promotional and commercial opportunities
  - follow our directions as soon as possible and pay any associated costs
  - follow relevant laws, meet OH&S and venue guidelines, and avoid damaging a person or property
  - keep your Space clean and tidy, and immediately remove all your materials when the Exhibition ends. If you do not, we will charge you a fee to do so.
- You must not assign your rights for any part of your Space to another person without our written consent. Both you and the person to whom you assign your Space must agree to this Contract.

## PRICE AND PAYMENT

- You must pay us fee instalments as we specify in the Application and the Contract. If you breach the Contract and cancel it, you are liable to pay us liquidated damages in line with Clause 16.
- Unless we specify otherwise, you will have to pay us other costs, as well as your fee, for:
  - services and connections including, but not limited to, electricity, water, gas, waste, compressed air, Internet access, and telephone
  - loading and handling equipment, and staff
  - duties and taxes including GST
  - advertising and promotional material
  - insurance
  - display stands, dressing, and display items
  - cleaning.
- Under the *Payment Systems (Regulation) Act 1998* and the *Payment Systems (Regulation) Regulations 2003* we may charge you a fee if you pay by credit card and if we do, we will include this information on our tax invoices.

## OUR REMEDIES

- If you breach the Contract, we may remedy it by:
  - reallocating your Space or refusing you access to it
  - remedying your breach without advising you and requiring you to pay for the cost of our actions

- asserting and maintaining a lien over your goods and materials. This means that we will hold these until you pay the money you owe us
  - ending the Contract without further notice if you do not respond to our request to fix the breach within 7 days
  - removing you from the Exhibition and your Space and ending the Contract if you break any law.
- If you default on this Contract by not paying your fees by the due date, we will charge you a late payment fee of 2.5% each month on all outstanding money. This fee also indemnifies us against legal expenses and/or debt recovery costs.
  - If you end the Contract by breaching it-which includes reducing your Space-we can claim liquidated damages for any money you paid or still owe us by the Contract's end date. This includes the next fee instalment you are due to pay. If the Contract included a multi-exhibition discount, you must repay us the amount of the discount we gave you and you will lose your discounted rate on all remaining shows.

## RISK AND INSURANCE COVER

- You agree that the Exhibition site can be hazardous. You will take due care to prevent injury and property damage. We are not responsible for any damage caused by your acts or omissions. You must use our incident report form to tell us in writing about any site incident and give us supporting evidence. You must give us proof of current public liability insurance for \$10 million with an insurer that we approve of. Your insurance cover must begin least 14 days before the Exhibition starts. If you do not have public liability insurance, we can arrange it for you.
- If you want to share all or part of your Space with another person (Co-exhibitor) we need their details within 14 days after you sign the Contract. We will charge you a separate public liability insurance fee for each Co-exhibitor if you do not give us a separate certificate of currency for them.

## WARRANTIES AND LIABILITIES

- As allowed by law, or except where this Contract states, we:
  - do not make any representations or warranties about you or your Space
  - are not liable for any person's injury or death, property damage, economic loss, or any indirect, special or consequential damages to do with the Exhibition
  - exclude all conditions and warranties implied by custom, general law or statute
  - limit our liability under any implied condition or warranty, at our option, to re-supply an affected service or pay for it to be re-supplied.
- You indemnify us from and against any claims, damages, losses and costs we may incur because of:
  - any breach of the Contract that you make
  - any of your displays or demonstrations
  - any of your acts or omissions to do with the Exhibition, including any negligence and wrongdoings.
- Except where the law otherwise requires, in a claim for damages by one party against another, including a third party claim, the recoverable damages claim must reflect just and equitable responsibility for the damage.
- You agree not to sell or intend to sell goods at the Exhibition that misrepresent or infringe intellectual property rights. You indemnify us from and against any and all claims, damages, losses and costs we may incur if you breach this agreement.

## ADVERTISING

Clauses 23 to 39 outline our Publication Material terms and conditions. Material is any form of publication advertising you give us or that we create for you. Publication is any publication that we own or control, including exhibitor listings, trade guides, signage, posters, and websites.

## Giving us Material

- When you give us Material you warrant that:
  - you own it or have the right to use and publish it
  - it does not breach any law or any other person's rights
  - you can legally represent the individual, entity, product or service in the Material
  - you agree to these terms and conditions and will pay our rates.
- You must give us all Material by the deadline that we set.
- If we do not receive your Material by the deadline, we will consider that you have cancelled the advertising. We may charge you a cancellation fee of up to the full cost of the advertising.
- If we accept Material after the deadline you cannot cancel it, or stop us from publishing it.
- If you give us Material by the deadline and you want to cancel your advertising, you must tell us in writing. We can refuse to cancel it. If we do cancel it, you must pay us for any costs we incurred accepting the Material, including preparing it for the Publication. You must also repay us any advertising discount that we gave you, which is the difference between our published rate and the rate that we charged you.
- If you cancel your advertising after the deadline, we may charge you a cancellation fee of up to the full cost of the advertising.
- All Material you give us must meet our requirements. If it does not, we may change it to make it suitable for

the Publication or ask you to re-supply it. If we do this, you must pay us at trade house rates plus 25%.

- We are not liable for any loss or damage to the Material. We are also not responsible for returning Material to you.

## Our pricing

- Our prices are listed in our rate card. We may change our rates and these terms and conditions without notifying you.
- You must pay the full amount in Australian dollars by the due date on our invoice.
- If you do not pay us by the due date, we may take your Material out of the Publication. We may recover your debt, including interest, legal costs, bank costs and all expenses we incur, and any debt collection fees.

## Publishing Material

- We may:
  - refuse to publish Material
  - remove existing Material from a Publication without telling you
  - choose where to place Material in a Publication.

## Liability

- This Contract is not cancelled by printer's error, casual displacement, omission, inability or failure to publish the Material.
- We will take every care to include the Material in the Publication, but we are not liable for any loss if it is not included.
- If we cannot publish the Material, we are only liable to refund you the maximum amount you paid us to publish it.
- As far as possible, these terms and conditions nullify all other legal warranties including those under trade practice laws in Australia.
- You indemnify us for all claims against us and any loss or damage to us from publishing the Material because of:
  - you breaching your warranty in Clause 23
  - any allegation that we have breached third-party intellectual property rights
  - any other liability we may be exposed to.

## GENERAL ISSUES

- All Contract references to time mean as soon as possible, unless we state otherwise.
- We are not liable for any expenditure, liability or loss, including consequential loss, nor will we be in default for any delay, failure or interruption because of:
  - acts of God, civil or military authority, public enemy, terrorism
  - epidemics, war, accidents, fires, explosions, earthquakes, floods, the elements
  - strikes, labour disputes, shortages
  - failure of electrical power, lifts, transportation, postage, air conditioning
  - the availability of appropriate premises
  - insufficient exhibitor numbers
  - visitor non-attendance
  - any prevailing commercial circumstances or causes beyond our control.
- After this Contract ends, clauses 9 to 22 remain valid for:
  - your responsibilities
  - price and payment
  - our remedies
  - risk and insurance cover
  - warranties and liabilities.
- Any part of this Contract that is not legal or enforceable may be removed, but all other terms and conditions will stay in force.
- NSW laws and the jurisdiction of NSW courts govern this Contract.
- You agree to give us your consent under privacy laws to:
  - use your personal information for internal purposes, including accounts processing, exhibitor analyses, event invitations
  - give your personal information to exhibition contractors and our members worldwide to develop our exhibition businesses and services.
- Please write to us if you do not wish us to use your personal information in this way. Our privacy policy is in the exhibition manual or at [www.reedexhibitions.com.au/site/privacy](http://www.reedexhibitions.com.au/site/privacy).

Accepted by .....

Date .....

Company .....

Reed Exhibitions - Australia  
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