

HISTORY TEACHERS' ASSOCIATION OF VICTORIA (HTAV) TERMS AND CONDITIONS FOR EVENT EXHIBITORS

By registering to **attend an HTAV event as an exhibitor**, you agree to the following terms and conditions.

1. The Contract

The term "*Organiser*" refers to History Teachers' Association of Victoria (HTAV).

The term "*Exhibitor*" includes any person, firm, company or corporation and its employees and agents identified in the Booking Form or other written request for sponsorship, partnering, advertising and/or exhibition space.

2. The Booking

An official Conferences and Events Booking Form must be received by the Organiser to reserve space.

The Organiser reserves the right to refuse application or prohibit any Exhibitor from participation without assigning a reason for such refusal or prohibition.

3. Obligations and Rights of the Organiser

- 3.1 Nothing contained in the agreement will be deemed to constitute a joint venture or agency relationship between the Exhibitor and the Organiser.
- 3.2 The Exhibitor may not do anything that may be represented that they are a partner of the Organiser unless otherwise specified in a separate contract between the Organiser and the Exhibitor.
- 3.3 The Organiser will not sell or provide access to delegate or attendee data to the Exhibitor.
- 3.4 The decision of the Organiser is final and decisive on any question not covered in this contract.
- 3.5 The Organiser agrees to hold the exhibition but reserves the right to postpone the exhibition from the set dates and to hold the exhibition on other dates as near to the original dates as possible, utilising the right only when circumstances necessitate such action and without any liability to the Organiser.
- 3.6 The Organiser reserves the right in unforeseen circumstances to amend or alter the exact site of the location of the stand/table/space and the Exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the Organiser.
- 3.7 The Organiser reserves the right in unforeseen circumstances to amend or alter the exact inclusions offered to the Exhibitor and the Exhibitor undertakes to agree to any alteration to the inclusions offered by the Organiser.

- 3.8 The Organiser reserves the right to change the exhibition floor layout.
- 3.9 The Organiser may shorten or lengthen the duration of the exhibition and alter the hours during which the exhibition is open.
- 3.10 The Organiser reserves the right to specify the size and style of display areas.
- 3.11 The Organiser reserves the right to disapprove the content and presentation of the Exhibitor catalogues, acknowledgements, handbills, printed matter, any other information and display items with respect to the exhibition that conflicts with the Organisers' values, business activity and policies and use of others intellectual property.
- 3.12 The Organiser holds the right to use pictures, media and content from the Event for the purposes of advertising and public relations.
- 3.13 The Organiser may determine the hours during which the Exhibitor will have access to the exhibition venue for the purpose of setting up and dismantling.
- 3.14 The Organiser will specify conditions relating to the movement of goods and displays, prior, during and after the exhibition.
- 3.15 The Organiser reserves the right to refuse any person including exhibitor staff, representatives, visitors, contractors and/or agents' entry to the exhibition if they do not hold a purchased or complimentary ticket to the event or their attendance has been approved in writing by the Organiser prior to the event.
- 3.16 The Organiser agrees to provide the Exhibitor with an Exhibition Manual prior to the exhibition for the purpose of communicating the responsibilities of the Organiser and the Exhibitor.
- 3.17 Allocation of sponsorship packages and exhibitor bookings regardless of the preference indicated is at the discretion of the Organiser whose decision will be final.
- 3.18 The Organiser requirements regarding the artwork for logos and advertisements, specifications and delivery details for signage, arrangements for static display, delivery of satchel inserts, or other arrangements will be sent to the Exhibitor with relevant due dates.
- 3.19 Logos will be requested in .jpg format, high resolution 300dpi, 260px wide x 343px high. If logos in other formats are received, the Organiser is not responsible for the quality of the logos displayed in any of the promotional material.
- 3.20 Virtual flyers / virtual showbag inclusions will be requested as single sided page, A4 PDF. If more than one page is received, the Organiser is not responsible to upload more than one single sided, A4 sized PDF and will only upload the first page of a multi-page document received.
- 3.21 The Organiser agrees to promote the exhibition to maximise participation.

4. Obligations and Rights of the Exhibitor

- 4.1 The Exhibitor must use allocated space only for the display and promotion of goods and/or services and/or events within the scope of the exhibition.
- 4.2 The Exhibitor must comply with all directions/ requests issued by the Organiser including those outlined in the Exhibition Manual.
- 4.3 The Exhibitor must comply with all applicable laws, including laws in relation to occupational health and safety. The Exhibitor will therefore act with care to avoid damage to persons or property in the exhibition.
- 4.4 The Exhibitor acknowledges that neither the Organiser nor venue staff will assist the Exhibitor in setting or packing up, lifting, or moving their goods unless agreed in writing prior to the event.
- 4.5 The Exhibitor will not display an exhibit in such a manner as to obstruct or affect neighbouring exhibitors. This includes cables, chairs, boxes, blocking or projecting light, impeding, or projecting into aisles or neighbouring exhibition spaces.
- 4.6 Excessive noise that inconveniences other exhibitors or the conference must be avoided.
- 4.7 The Exhibitor is responsible for all items within their allocated exhibition space.
- 4.8 The Exhibitor agrees to adhere to all fire regulations and will refrain from using flammable or dangerous materials within the exhibition.
- 4.8 Upon the conclusion of the exhibition the Exhibitor will promptly remove all exhibits, tools, and other materials. If the Exhibitor fails or refuses to do so, the Exhibitor may incur additional cleaning costs.
- 4.9 The Exhibitor will not use nails, screws, pins, tape, any kind of sticky adhesive or other fixtures on any part of the premises including table, chairs, walls, and floor unless authorised by the Organiser. Any permanent damage will result in the Exhibitor being invoiced for all repairs.
- 4.10 The Exhibitor acknowledges that the Organiser will not be able to provide assistance in tracking lost deliveries. The Exhibitor agrees that the Organiser will not be liable for any goods rejected by the venue, lost or damaged prior to the delivery date specified or on return.
- 4.11 The Exhibitor agrees to conduct all business transactions within their allocated exhibition space unless otherwise approved by the Organiser.
- 4.12 The Exhibitor agrees not to use any logos owned by the Organiser or intellectual property including the material distributed at or after the Event which is considered the property of the Organiser and or the individual presenters and may not be used without permission of the Organiser and the presenter.
- 4.13 The Exhibitor is responsible for providing exhibitor requirement forms, dietary requirement forms, exhibitor passport prize, artwork, logos and text and any other requests required by the Organiser. If these are not received by the designated due

date and in the specified format, their use for their intended purpose cannot be guaranteed the Organiser is not responsible for any losses sustained as a result.

- 4.14 Should the Exhibitor agree to donate one or more Passport Prizes, the Exhibitor agrees to donate a prize that requires no further monies be spent by the recipient of the prize and include a secure label for their prize each day with the following written details:

name of organisation

value of the prize

a brief description of the prize.

- 4.15 The Exhibitor agrees not to attend Conference Sessions/Workshops or Keynote unless the relevant tickets are offered as part of the particular Sponsorship or Exhibition package. Should the Exhibitor wish to attend the Conference as a delegate, the appropriate registration must be purchased or agreed to in writing with the Organiser.
- 4.16 The Exhibitor agrees that all personnel and representatives attending the event on their behalf must register with the Organiser at least one week prior to the Event.
- 4.17 The Exhibitor and the servants, agents, contractors, and invitees of the Exhibitor are also to observe the rules, regulations and procedures as prescribed by the Venue.
- 4.18 The Exhibitor is not permitted to assign, sublet, or apportion the whole or any part of their package/ booked space unless prior consent in writing from the Organiser is provided.

5. Disclaimer of Liability

- 5.1 The Exhibitor is responsible for obtaining insurance including, but not restricted to, its personnel, material, and equipment for the duration of the Events including bump-in or bump-out of the Event venue, and including public liability, property damage, fire and theft.
- 5.2 All Exhibitors must have Public Liability Insurance for the period of the exhibition and must be able to produce this documentation at the request of the Organiser.
- 5.3 Exhibitors must insure, indemnify, and hold the Organiser harmless in respect of all damages, injuries, costs, claims, demands, expenses, and interest for which the Organiser may become liable.
- 5.4 Whilst the Organiser will endeavour to protect exhibition property whilst on display at the exhibition, the venue and the Organiser cannot accept liability for any loss or damage to property sustained or occasioned from any cause whatsoever.
- 5.5 The Organiser shall not be liable for any loss which the exhibitor may incur as a result of the intervention of any Authority, which prevents the use of the premises or any part thereof in any manner whatsoever.
- 5.6 The Organiser will not be liable and makes no guarantee of the number of visitors to the event/exhibition. Equally the Organiser will not be accountable for the level of

commercial activity generated.

6. Payment and Cancellation

- 6.1 Should a cancellation occur due to a pandemic (COVID-19 or otherwise) which results in restrictions, immediate lockdowns or closed borders that are put in place by the Government, the Exhibitor's Sponsorship or Exhibition arrangements will be transferred to virtual only, and the difference reimbursed.
- 6.2 In the event that the Conference or event is cancelled or delayed through no fault of the Organiser, including but not limited to fire, flood, labour disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slowdowns or disputes, or other similar events then the Sponsor/Exhibitor may be entitled to a refund at the discretion of the Organiser.
- 6.3 In the event that the Exhibitor fails to occupy their allocated exhibition space by the advertised opening time, the Organiser is authorised to occupy this space in any manner deemed to be in the best interest of the Exhibition. The Exhibitor contracted to this space will remain liable to all Terms and Conditions of Contract and will not be eligible for a refund.

Endorsed by the HTAV Board – 7 December 2022

Due for review 2024