

# MEETINGS 2021 – EXHIBITOR TERMS & CONDITIONS

## 1. DEFINITIONS

In these Terms & Conditions the following words and expressions shall have the following meanings:

The term 'Exhibitor' shall include all employees and agents of any Company, Partnership, Firm or individual to whom space has been allocated for the purpose of exhibiting.

The term 'Exhibition' shall mean **MEETINGS 2021**.

The term 'Exhibition Venue' shall mean ASB Showgrounds.

The term 'Organisers' shall include all employees and agents of Business Events Industry Aotearoa (BEIA).

The term 'Landlord' shall mean the owners and management of the appointed Exhibition venue/s, its employees or agents.

The term 'Contract' shall mean the contract for space or shell scheme stand at the Exhibition entered into between the Organisers and the Exhibitor, which incorporates these Regulations.

The term 'Authorities' shall mean the Local Authority and the Fire Authority.

The term 'Exhibition Information Manual' shall mean the manual to be prepared by the Organisers and distributed to Exhibitors prior to the Exhibition, setting out practical aspects of their participation and of the Exhibition.

## 2. PARTICIPATION COST

The cost of floor space only does not include any stand-fitting unless specified. A walling package stand is inclusive of rear and side walls, as necessary, signage bearing the company name, power and lighting.

## 3. APPLICATION FOR SPACE

All Stand Co-ordinators must complete the online MEETINGS 2021 Exhibition Booking Form & Contract for Space to reserve space at the Exhibition. By acknowledging the Terms & Conditions, the Stand Coordinator accepts the conditions laid out in this document. The Stand Coordinator will receive a confirmation of space from the Organisers in writing, constituting establishment of the rental contract between the Organisers and Exhibitor. Exhibiting companies must

be current financial BEIA members at time of registration and exhibiting. All personnel working on an exhibition stand must be employed directly by a company that is a current BEIA member.

### Alteration of space allotted

The contract constitutes a licence to exhibit and not a tenancy. The Organisers reserve the right to deviate from the confirmed position, size and shape of space allotted to the Stand Co-ordinator. No alteration to the space allotted will be done in such a way as to impose on the Stand Co-ordinator any greater liability for rental than that undertaken in the Contract.

Exhibition space should be taken to promote products in accordance with the subject matter of the exhibition. The Organisers reserve the right to refuse any application or prohibit any exhibit, or part thereof without assigning any reason for such refusal.

### Sub-letting

The Exhibitor shall not assign the Contract, sub-let or part with his site or stand or any portion of it without prior consent, in writing, from the Organisers.

## 4. CONDITIONS OF PAYMENT

The participation cost shall be paid by the Exhibitor as follows:

Upon receipt of the GST Tax Invoice from Business Events Industry Aotearoa, the full invoice amount will be due for payment immediately. Outstanding invoices for stand costs must be paid in full prior to the exhibitor registering onsite at the MEETINGS exhibition.

**In no circumstances will the exhibitor be permitted to erect or occupy a stand or site if the rental has not been paid in full.** Should an Exhibitor be prevented from occupying his site for this reason, all participation costs paid shall be forfeited. The Organisers shall be entitled to utilise the site, which had been allotted to such Exhibitor in such manner as the Organisers shall think fit and to recover from the Exhibitor any expenditure incurred in so doing.

## 5. REDUCTION OF STAND SIZE/CANCELLATION

Without prejudice to the rights and remedies of the Organisers in respect of any breach of the Contract on the part of the Stand Co-ordinator, the Stand Co-ordinator may reduce his stand size or cancel his participation subject to the following conditions:

(a) The Stand Co-ordinator must give written notice to the Organisers setting

out the amount of space by which he/she wishes to reduce or stating his/her desire to withdraw.

(b) On receipt of the Stand Co-ordinator's notice, the Organisers will notify the Stand Co-ordinator of the proportion of Rental of the relinquished space payable, notwithstanding the reduction, or of the consideration payable for release from the Contract as follows:

**From 26<sup>th</sup> March 2021 an administration charge of \$350 plus GST will apply and after such date - no refund.**

(c) Any changes to the overall stand dimensions as a result of a request to reduce will be at the Organisers' discretion.

(d) After 4<sup>th</sup> May 2021 no refunds will be given for additional purchases such as MEETINGS Dinner, Welcome Function or Speaker showcase tickets and additional exhibitor personnel registrations.

(e) Notice of cancellation must be received in writing to the Exhibition Manager.

## 6. OCCUPATION & COMPLETION OF SITE

The Stand Co-ordinator and contractors must comply with the build-up and break-down times and conditions as set out in the Exhibitor Information Manual.

The exhibitor undertakes that his site or stand will be ready and all installed and arranged thereon for display and all arrangements in connection therewith completed by **0800 Hours on Wednesday 2<sup>nd</sup> June 2021**.

The exhibitor will not remove any of his exhibits prior to the closing of the exhibition at **1630 hours on Thursday 3<sup>rd</sup> June 2021**.

## 7. CONSTRUCTION & ERECTION OF SHELL SCHEME STANDS – Walling Package

Stand Fittings – All interior stand fittings must be contained within the shell scheme stand structure and must not exceed 2.4 metres in height. Stand numbering and company name signage provided.

### Space Only Stands – Design & Build Stand Design

Stand Co-ordinators are responsible for their own stand design and construction. A visual plan of the proposed stand installation, showing the ground plan, elevation and electrical must be submitted in duplicate to the Organisers for examination and approval by **Friday 30<sup>th</sup> April 2021**. All interior stand fittings must be contained within the stand area and should not extend into the aisle area. All stand plans will be subject to the approval of both the Organisers and the Landlord and must

Fully comply with the Landlord's regulations. The Organisers reserve the right to prevent work being carried out by or on behalf of any Stand Co-ordinator who has not submitted stand design drawings in accordance with this regulation.

**Stand Height** – The overall height of stand-fitting should not exceed 3m from the floor level.

**Stand Number** – Space only stands must ensure their stand number and company name is clearly displayed.

#### **All Stands**

The Organisers may, at the expense of the Exhibitor, remove or alter anything in or forming part of any stand, if, in their opinion, it is desirable to do so in the interests of the Exhibition. The Organisers reserve the right to affix numbers of directional signs on any stand in any position.

**Electrical Installations** – all electrical installations must be carried out by the contractor appointed by the Organisers for the area in which the stand is situated.

### **8. FIRE REGULATIONS AND SAFETY**

All exhibitors must fully comply with:

- a) the Landlord's and the Authorities' regulations in respect of Fire, Health & Safety and Emergency Access and Exits.
- b) All requirements under the Health and Safety at Work Act 2015.

### **9. EXEMPTIONS**

Applications for any consent by the Organisers must be in writing and must set out full details of the matters for which consent is sought. Exemptions from any Regulation may be granted at the Organisers' discretion. No exemption given by the Organisers will be effective unless it is in writing.

### **10. CONDUCT OF EXHIBITORS**

Every Exhibitor shall ensure that his stand is open to view and staffed by competent representatives during Exhibition hours. **At least 2 staff members must be in the stand area during the business appointment sessions.**

In the event of any Exhibitor failing to open his stand or uncover his Exhibits, the Organisers may do so or arrange for the stand and exhibits to be removed and the Exhibitor shall be liable for any charges that may be incurred. The Organisers will not be liable for any losses, including

consequential losses, sustained by the Exhibitor as a result of this action.

The Organisers reserve the right to stop any activity on the part of any Exhibitor that may cause annoyance to other Exhibitors or buyers. 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 within the Exhibition. Every Exhibitor, and all persons for whom he may be responsible, must conduct themselves in an appropriate manner. Any person failing to comply with his regulation may at the discretion of the Organisers, be removed from the Exhibition Venue and refused re-entry during the period of the Exhibition.

The exhibitors will comply with all requests and directions of the exhibitors which are consistent with these terms and conditions.

### **11. BADGES & PASSES**

The Organisers will issue official badges of admission and no other forms of entrance ticket will be valid. No Exhibitor will be admitted to the Exhibition without his Exhibitor Badge issued to him by the Organisers.

Industry trade passes are valid during industry opening hours only. People wearing these badges may not work on a stand.

The Organisers reserve the right, at their discretion, to withdraw any Badge issued to any attendee, if complaints have been received concerning his or her conduct.

### **12. DAMAGE TO THE EXHIBITION VENUE**

Nails, screws or other fixtures may not be driven into any part of the Exhibition Venue including the floors, nor should any part of the Venue be damaged or disfigured in any way. Should any such damage occur, the Exhibitor responsible will be invoiced for any reparation charges incurred.

### **13. INSURANCE**

Exhibitors must ensure that they are fully covered against all risks at the Exhibition. Particular attention is drawn to the need for the following:

*Third Party Claims* – the Exhibitor is responsible for all claims, actions or costs for personal injury and loss of damage of property caused by or arising from the erection and dismantling of the Exhibitor's stand. The Exhibitor will indemnify the Organiser in respect of each and every claim and all actions, proceedings, costs, claims and demands in respect thereof. The

Exhibitor must take out and maintain Public Liability Insurance providing a minimum indemnity of \$5m for the duration of the Exhibition including the construction and dismantling periods. BEIA will ask for a copy of this document.

*Stand Insurance* – All risks on loss or damage to Exhibitor's property, fixtures, fittings and all other property of a similar nature such as personal effects whilst in the Exhibition Venue must be fully covered by the Exhibitor. The Organisers shall not be responsible for loss of or damage to exhibits or other property in the custody of the Exhibitor, howsoever caused.

*Force Majeure* - Exhibitors must insure against costs and expenses which they may incur in the event of the Exhibition being abandoned, cancelled, postponed or curtailed in whole or in part for causes outside the Organisers' control (by reason of war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance). The Organisers may at their discretion repay the Rental paid by the Exhibitor or part thereof, but shall be under no obligation to do so. Neither shall the Organiser be liable to the Exhibitor in respect of any actions, claims, losses costs or expenses which may be brought about against or suffered or incurred by the Exhibitor as a result of the happening of any such event.

### **14. STAND CLEANING**

It is the responsibility of the Exhibitor to ensure that his stand is kept clean and tidy during the period of the Exhibition.

### **15. PHOTOGRAPHS**

Stands or articles may not be photographed, drawn, copied or reproduced without the written permission of the Organisers.

### **16. AUDIO VISUAL EQUIPMENT & PUBLIC PERFORMANCE**

The Exhibitor must fully comply with the Landlord's and the Authorities regulations in respect of audio visual equipment. There will be no public performances allowed within the exhibition halls during MEETINGS 2021. Any hospitality provided by exhibitors should be confined to within their stand area only and approved by BEIA. Sound levels must be restricted to a minimum so as not to offend exhibitors on nearby stands. In the event of complaints, the organisers reserve the right to suspend any entertainment formats for the remainder of the exhibition.

Entertainment must not take place during appointment sessions.

## **17. EXHIBITION APP & FLOOR PLAN**

An official exhibition floor plan and app shall be issued; the Organisers do not accept any responsibility for any omissions, misquotations or other errors, which may occur in the compilation of these materials.

## **18. ORGANISERS' RIGHT TO TERMINATE CONTRACT**

If any Exhibitor fails to observe or perform any of the provisions of the Contract, the Organisers shall have the right to terminate the Contract forthwith by notice in writing to such

an Exhibitor. In such event the exhibits of such Exhibitor shall be removed from the Exhibition premises at a time to be stated by the Organisers and thereafter such Exhibitor shall not be entitled to access thereto or to the Exhibition. The Organisers shall be entitled, if necessary, to remove and dispatch the said exhibits and property (at the expense of the Exhibitor) to the Exhibitor's address, as stated on the Contract. All Rental paid by the Exhibitor shall be forfeited to and retained by the Organisers and the Exhibitor shall indemnify the Organisers in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred.

## **19. ORGANISERS' RIGHT TO CANCEL EXHIBITION**

The Organisers shall have the right at all times to abandon, cancel or suspend the Exhibition in whole or in part in the event that there is likely to be insufficient exhibitor participation in and support for the Exhibition. In such circumstances, the decision of the Organiser shall be final. In the event of such an abandonment, suspension or cancellation the Exhibitor shall be entitled to receive repayment of all Rental paid, but the Organisers shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of the event.

## **FAILURE OF SERVICES**

The Organisers will use their best endeavours to ensure the supply of the services of the Landlords and of those mentioned in the Exhibitor's Manual, but they shall not incur any liability to the Exhibitor for any loss or damage, if such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of capital paid or due.

## **20. BANKRUPTCY OR LIQUIDATION**

Should an Exhibitor being an individual or firm become bankrupt, have a Receiving Order made against him or them or make any arrangement with his or their creditors, or being a limited liability company, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or have a Receiver appointed, the Contract with such Exhibitor shall terminate forthwith save that all Rental paid shall be forfeited and the balance of the Rental shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Organisers against the Exhibitor in respect of any antecedent breach.

## **21. RIGHTS OF THE ORGANISERS AND LANDLORD**

The Organisers and the Landlord and those authorised by them respectively have the right to enter the Exhibition Venue at any time to execute works, repairs and alterations and for other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused.

## **22. DISPUTES**

This contract shall be governed by New Zealand law and the parties must consent to the exclusive jurisdiction of the New Zealand courts in all matters regarding it.

## **23. ADDITIONAL HEALTH & SAFETY REQUIREMENTS**

There will be a Health & Safety Plan. The Organiser will provide a Health & Safety briefing in writing, prior to Pack In. The exhibitor will be required to comply with any requirements in this regard, and if deemed not to be complying, the Organiser reserves the right to ask the Exhibitor to exit the Exhibition.

## **24. GENERAL REQUIREMENTS**

### **Hosting of Hosted Buyers**

The exhibitor may not host any Hosted Buyers at any time during the event hours. In this clause "host any Hosted Buyers" includes hosting or engaging (by whatever means and whether at or outside any of the Venues) any buyers attending **MEETINGS 2021** for any length of time so that they miss or are late for any **MEETINGS 2021** event or appointment scheduled in the **MEETINGS 2021** Programme. If the exhibitor hosts any Hosted Buyers, the exhibitor will immediately be liable to pay to the organiser a service rebate of \$5,000 (plus GST) and may be excluded from attending future events organised by the organiser. The parties agree that the service rebate payable under this clause is a genuine pre-

estimate of the losses the organiser will suffer if the exhibitor hosts any buyers, and is not a penalty.