

3–6 July 2010

home & giving

F A I R

*sydney
showground*

**TERMS & CONDITIONS
STAND BOOKING FORM**

CASUAL & OCCASIONAL EXHIBITORS ONLY



TERMS & CONDITIONS AND STAND BOOKING FORM

3 – 6 July 2010

TERMS & CONDITIONS

- 1** All references to 'GHA' in this floorplan booklet mean the Australian Gift & Homewares Association Ltd trading as 'Gift & Homewares Australia'. All references to 'the Exhibitor' are to the GHA member who has signed and returned a copy of this document to GHA.
- 2** GHA reserves the right (i) to amend, alter or relocate the space or the location of an Exhibitor's stand or alter the arrangement of all stand spaces and (ii) at its option to alter, extend or reduce the dates upon which the exhibition is held.
- 3** The Exhibitor must not assign or allow any other person to use any part or all of the said stand space.
- 4** Stand display, sampling and demonstrations are to be in keeping with the standard and atmosphere of the Fair. GHA reserves the right to reject any display, sampling or demonstration and to take any necessary steps to stop any disturbance or nuisance during the Fair.
- 5** The Exhibitor warrants to GHA that the display of any product, brand, mark, name or other material will not infringe the copyright or other intellectual property or contractual rights of any other person or corporation, or defame anyone, or constitute a breach of any statutory or common law obligation owed to any other party.
- 6** The Exhibitor must not visit another Exhibitor's stand, or take another Exhibitor's brochures or price lists, without permission. No photographs may be taken at the Fair without GHA approval.
- 7** All stand displays **must be completed by 6pm** on the day prior to the fair and no displays or parts thereof may be dismantled before the closure of the Fair. GHA may impose a charge of \$50 per 30 minutes per company beyond the designated finishing time.
- 8** The Exhibitor will be liable for any damages to walls or floors of the building in which his/her exhibit is housed and shall not paint or otherwise alter the floor or walls.
- 9** **Payments must be made by the due dates as set out in the Stand Contract.** If the payment schedule is not met or there are any other outstanding amounts owed to GHA, the Exhibitor will **not** be permitted to exhibit, may forfeit all monies previously paid and the space may be resold.
- 10** In the event the Exhibitor shall fail to occupy the said space, GHA is authorised to occupy or cause the said space to be occupied in such manner as it may deem best for the interest of the Fair without releasing the Exhibitor from any financial liability hereunto.
- 11** GHA shall not under any circumstances be liable or responsible in any way whatsoever for damage to exhibits by loss, damage, theft, fire, water, storms, strikes, riots or any other cause whatsoever and it shall be a precondition of this agreement that the Exhibitor must arrange its own insurance of the exhibit to cover loss or damage by any of the above mentioned means. The Exhibitor shall take out a Public Liability Policy with a reputable insurer. This must be for an amount not less than \$20,000,000 (twenty million dollars). A condition of the booking is that cover must be in place and a copy of same must be provided to GHA prior to the Exhibitor obtaining access to the venue. This insurance must take effect from the first day of move-in to the final day of move-out.
- 12** The Exhibitor will not be entitled to any refund of the Stand Space Fee or any other money paid pursuant to this agreement or to any compensation or damages whatsoever by reason of cancellation of the Fair because of industrial action, blackouts, force of nature, or the termination or cancellation, for any reason, of any contract or arrangement with any other party pursuant to which GHA would otherwise have been entitled to conduct the Fair, or by reason of any other cause (other than a negligent act or omission of GHA) provided that GHA may, in its absolute discretion, refund any amounts it considers appropriate.
- 13** **A Stand Contract is produced in duplicate and the Exhibitor must retain a copy and return the signed office copy to GHA within 7 days to indicate acceptance of the space allocated. If it is not returned the space may be reallocated.**
- 14** Should any of these rules and conditions be infringed, the Exhibitor is liable to forfeit his/her allocated space, and any monies paid.
- 15** No credits will be considered unless GHA's staff are advised prior to the start of the Fair.
- 16** **If the Exhibitor is indebted or liable to GHA on any account whatsoever, then GHA reserves the right to apply any payments received by GHA from the Exhibitor in or towards satisfaction of such other debts or liabilities.**
- 17** The allocation of stand space is subject to GHA finalising contracts and arrangements with a third party or third parties pursuant to which GHA will be entitled to conduct the Fair at the stated venue/s.
- 18** The following 'Important Information about Exhibiting' section and diagrams are included in the Terms and Conditions.

IMPORTANT INFORMATION ABOUT EXHIBITING

ADVERTISING INFORMATION

Advertising rates for the Home & Giving Catalogue will be released at a later date and will be made available to download from the [Member Login](#) of the GHA website at <http://www.agha.com.au>

STAND ALLOCATION

NEW ALLOCATION!

Please go to the [Members Login](#) at www.agha.com.au to view the July 2010 floorplan of the Sydney Showgrounds.

GHA has a system for the allocation of its Trade Fairs including the option to sign up to a Multi-Fair, Multi-Year Agreement. This agreement (subject to its terms and conditions) will enable our Exhibiting Members to maintain a stand position for up to three (3) consecutive years for that corresponding Fair each year. Depending on the term and type of agreement that is signed, the price per square metre will vary. Please see page 4 'Stand Charges' for more information on the new pricing system. If you are interested in signing a Multi-Fair Agreement with GHA please refer to the Expression of Interest Form – Multi-Fair Agreement that is located in the [Member Login](#) at www.agha.com.au or at www.homeandgiving.com

GHA's allocation procedures will be in accordance with GHA's Key Exhibitor Program, its Trade Fair Allocation and Trade Fair Points Policies. These policies are available at the [Member Login](#) of GHA's website www.agha.com.au

To express your interest in exhibiting with GHA as a 'Casual and Occasional Exhibitor' in July 2010 please complete and return the **Stand Booking Form** at the rear of this document. Once GHA has received your Stand Booking Form you will then be contacted so as we can commence the process of your stand allocation. Please note, that stand allocation for Casual and Occasional Exhibitors (those exhibitors who have chosen not to enter a Multi-Fair Agreement with GHA) will not commence until the stand allocation has been completed for Multi-fair Exhibitors. We anticipate that this will commence in early November 2009.

Stand Allocation is at GHA's sole discretion. Please return your Stand Booking form promptly as the date of return may impact on your stand allocation.

The Stand Booking Form is an indication only of the type of stand you are interested in – specifics will be discussed and agreed upon between the Exhibiting Member and GHA. Additional notes of stand requests however can be made by contacting GHA with an accompanying letter or a separate email to info@homeandgiving.com.

CANCELLATION FEES

All cancellations or withdrawals must be made to the Exhibitions Department in writing by mail, fax or email.

Please note details below:

Fax: 02 9746 9955

Email: info@homeandgiving.com

Mail: Locked Bag 103 SILVERWATER NEW 1811

\$110.00 of your \$605.00 Stand Booking Fee is NON REFUNDABLE which covers the administration fee. This fee also applies if withdrawing prior to being issued a Stand Contract.

After space has been allocated the following fees will apply:

- a. Exhibitors who have been issued a Stand Contract and cancel within the 7 day return date of the Stand Contract will be charged \$110.00 with a refund of \$495.00 of the Booking Fee of \$605.00.
- b. Exhibitors who cancel after the 7 day return period and prior to the Home & Giving Catalogue print deadline of 28 February 2010 will forfeit the total Booking Fee of \$605.00
- c. Exhibitors who cancel after the Home & Giving Catalogue print deadline of 28 February 2010 incur 100% of their total stand cost.

FASCIA NAMES

It is the GHA member who exhibits. All contracts and invoices related to your stand will be addressed to the ABN entity name that holds the membership with GHA.

Your fascia name is the name that you will be exhibiting under and will be the name that appears in the Home & Giving Catalogue, on the Home & Giving website and on the fascia board on your stand at the Fair.

If the trading/business name that you wish to be known as is different to that of your ABN entity name that your GHA membership is under then it must be linked to your ABN entity name.

All fascia names must either be the ABN entity name itself, or a trademark name, or any trading/business name that has been officially linked to the ABN entity name. Please type in your ABN through this website, <http://www.abr.business.gov.au/>, to check if the trading name is valid for use.

No fascia name changes or new allocations will be included in the Home & Giving Fair Catalogue after 28 February 2010. Those members allocated after this date will be listed on the Home & Giving Fair Website via the Interactive Planner.

FLYERS

At no extra charge to your stand costs GHA will provide all exhibiting companies with promotional flyers to send to their customers. The DL sized flyer contains important information on the Fair including - Dates and Times of the Fair; Location information and map; Information on registering to attend and provision for exhibitors to personalise them and/or include your stand number so that your visitors can find you. They are an extremely cost - effective way in which to invite your customers to the Fair and can only be requested in the marked section on the Stand Booking Form.

INSURANCE

Public Liability Insurance

You will not be permitted to exhibit without compulsory Public Liability Insurance coverage to the value of - \$20,000,000.00 (twenty million dollars).

GHA has negotiated a great coverage package for exhibitors. For \$50* you will be provided Public Liability Insurance through GHA's insurance brokers for the duration of the Fair including move in and move out. This fee is compulsory and will be added to your stand costs unless you lodge with GHA a Certificate of Currency covering you for Public Liability of \$20,000,000 valid until at least 7 July 2010. If you produce your Certificate of Currency prior to the second stand installment deadline date of 21 May 2010, \$50* will be credited on your invoice subject to your policy being extended to cover your Company whilst exhibiting at any GHA Trade Fair.

*This price is subject to variations and an increase in GHA's negotiated insurance premiums.

General Insurance

Gift & Homewares Australia shall not under any circumstance be responsible or liable in any way for any loss or damage incurred by the Exhibitors as a consequence of theft, fire, water, storms, strikes, riots or any other cause whatsoever including, without limitation, the termination or cancellation for any reason of any contract or arrangement with any other party pursuant to which GHA would otherwise have been entitled to conduct the Fair. It shall be a precondition of this agreement that the Exhibitor must arrange its own insurance to cover any such loss of damage.

OUTSTANDING PAYMENTS

Members who have overdue debts owing to the Association will not be eligible to be allocated a stand until these amounts are settled in full. Members with outstanding amounts owing may also have their **booking cancelled** unless these are settled in full by the due dates. A copy of the GHA Trade Fairs Payment Policy is available from GHA on request.

PILLARS AND UTILITY OUTLETS

As a condition of GHA entering into a Stand Contract with you, you acknowledge that:

- a. Certain pillars, and utility outlets or other fixed structures may be located wholly or partially within the stand you have been allocated or may be located adjacent to that stand.
- b. You release GHA from any claims you may have against GHA arising in any way as a consequence of the location of any supporting pillars, any other structure or utility outlet in the exhibition building. This means that you will have no claim against GHA for any compensation, or any other claim, arising as a consequence of the location of any supporting pillars or any other structure in the exhibition buildings; and
- c. The expressions “claim” or “claims” include all claims, causes of action, suits, proceedings, demands and costs.

STAND CHARGES

GHA Home & Giving Fair Exhibition Charges (effective July 2010)			
Contract Term (Years)	Number of Fairs per Year	Price*	Discount
Casual or Occasional Exhibitor	1 Fair	\$372m² (ex GST)	
1	2 or 3 Fairs	\$337m ² (ex GST)	10%
2	2 or 3 Fairs	\$305m ² (ex GST)	19%
3	2 or 3 Fairs	\$272m ² (ex GST)	27%

Space is charged per square metre at the rates shown in the above table according to the Contract Term you are signed to. Price includes shell scheme, fascia, a compulsory 10 amp power point and standard floor covering.

Additional costs are noted below:

- Administration Fee of \$110 including GST.

- Promotional Fee of \$275 including GST – includes listing in Home & Giving catalogue or the Home & Giving Fair Website, Flyers and additional marketing initiatives.

Lighting and fixtures are additional and costed individually to order. Any charges for advertisements in the Home & Giving catalogue are also additional.

STAND INFORMATION

1. For Island, Corner or Peninsula stands any exterior walls adjoining an aisle way must be decorated to ensure they are in keeping with the standard and atmosphere of the Fair without causing any encroachment on the width of an adjoining aisle.
2. Peninsula stand must be a minimum of 24m² with a minimum depth of 4m.
3. Stand displays, furniture and sampling etc are not permitted to extend beyond the stand perimeter (i.e. fascia). Stand display height may exceed 2.4m however a written application must be approved by GHA. Send requests and or plans to info@homeandgiving.com
4. Your stand dimensions are external (i.e. please allow for a wall thickness of 2cm either side). Black shell scheme will be provided in all exhibition areas.
5. Permission must be obtained from GHA prior to the Fair before any rigging may be erected. GHA reserves the right to ask an exhibitor to modify or remove any rigging not agreed to by GHA in writing.



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Casual and Occasional Exhibitors Stand Booking Form

Home & Giving Fair July 2010
 Sydney Showground, Sydney Olympic Park
 3-6 July 2010



Only GHA full members may complete this booking form

Company Name	
Stand Fascia Name <i>(NB only registered business names and trademarks owned by the member company are permitted). This name will also be reproduced in Home & Giving catalogue or the Home & Giving Fair Website, Flyers and additional marketing initiatives.</i>	
Contact Person	
Phone	Fax
Email	
Mobile Phone	

**INITIAL BOOKING DEADLINE
 FRIDAY 9 OCTOBER 2009**
 Bookings received after this date will be allocated in sequence of date received

Number of FREE promotional flyers required. If none please indicate. See page 3 for full details.	
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Particulars of Stand Space Requirements:

Allocation Requirements (Preferred Size)*

Length _____ Depth _____ Total Sqm from _____ to _____

Allocation Requirements (Preferred Stand Number)*

1 _____ 2 _____ 3 _____ 4 _____

**If your stand requests are not available you will be offered other options as close to your request as possible.
 Please Note: Allocation of Casual and Occasional Exhibitors will commence once all Multi-Fair Agreements are processed, which will be approximately four weeks from the booking deadline.*

GHA must hold a copy of your public liability certificate of currency (minimum \$20 million) valid until at least Wednesday 7 July 2010 or you will be charged \$50.00 on your stand contract. No stand will be allocated unless the \$605 booking fee accompanies this form.

Payment Details: \$605 Booking Fee – Paid By: Cheque Direct Deposit – Direct Deposit Date ____/____/____

If paying by DIRECT DEPOSIT please make sure you include your company name in the description and fax us the receipt. GHA account details are:
 BSB 062 216 Account 10072350 Commonwealth Bank North Strathfield or; **Charge my credit card** Mastercard Visa Amex

CREDIT CARD NUMBER

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EXPIRY DATE

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PLEASE NOTE THAT CREDIT CARD CHARGES WILL NOW APPLY FOR AMOUNTS OVER \$520. FOR VISA AND MASTERCARD 1% AND FOR AMEX 3%.

SIGNATURE **CARD HOLDERS NAME**

I understand that bookings are only accepted where accompanied by a \$605 booking fee which is neither refundable nor transferable and that acceptance of the booking fee does not guarantee allocation of a stand. If GHA is unable to offer a space, it will refund the booking fee. If I withdraw the booking prior to a stand contract being issued to me, the booking fee less \$110 will be refunded. Any objection by me to the stand allocated must be notified to GHA in writing within seven days of the stand contract being issued to me, in which event the booking fee less \$110 will be refunded. Otherwise, if I withdraw after a stand contract is issued to me, cancellation fees will apply. I have read and understood the whole of the arrangements and procedures set out in the Terms & Conditions and Stand Booking Form ("the document") including, but not limited to, the 'Terms and Conditions' and 'Important Information about Exhibiting' and I acknowledge and agree that if a stand contract is issued to me, I and my company are legally bound thereby. I understand that the expression "You" wherever used in the document includes me, my company, and its respective directors, office holders and principals and I warrant to GHA that I have the authority to make this booking on the terms set out in the document on their behalf. I warrant that the information provided by me on this form is true and understand that it will be relied on by GHA.

SIGNATURE **NAME AND TITLE IN COMPANY**