



Terms and Conditions, Regulations 2012 Melbourne Summer Boat Show

Definitions

SHOW : The Melbourne Summer Boat Show for the period comprising 3 to 5 February 2012 inclusive. (previously named Melbourne International Boat & Lifestyle Festival)

EXHIBITOR: The Person, Company, Organisation, Association or other entity taking Space and Exhibiting products and services at the Show.

THE BIA: BIA Promotions Pty Ltd ABN 76 006 783 473

DISPLAY: The actual exhibit as set up or constructed by the Exhibitor

SPACE: The area as designated and allocated to the Exhibitor for the purpose of display and demonstration of products and services at the Show.

LOCATION/PRECINCT: The Docklands Precinct – NewQuay, NewQuay Marina, Waterfront City & any additional areas that may be used in the Dockland Precinct during the duration of the Show

PRECINCT MANAGEMENT: Precinct Management refers to all of the parties involved in the Management of the Dockland precinct, including Government department and Developers (City of Melbourne, MAB, ING, Vic Urban, Parks Victoria, Transport Safety Victoria)

1. The Exhibitor named in the Invitation to Exhibit ("the Exhibitor") and the BIA agree to the use of Space by the Exhibitor at the Show on the following terms and conditions.

Payments

2. The Exhibitor shall pay the fee specified in the Invitation to Exhibit ("the Fee") by:

- i) An initial payment of 50% with the signed Invitation to Exhibit form;
- ii) Final payment due by 6 January 2012

3. The fee for Space shall be paid in accordance with the Terms & Conditions. Any Application for Exhibitor Space received after 6 December 2012 must be accompanied by 100% of the fee for Space.

4. All fees for Space and all other sums payable by the Exhibitor to the BIA in respect of the Show must be fully paid before occupying or constructing any Display. The BIA reserves the right to remove the Exhibitor's Display from the Space at the Exhibitor's cost should the Exhibitor gain access to the Space with any fees outstanding.

5. The Exhibitor shall comply with the regulations of the BIA contained in the Invitation to Exhibit; Brochure or as amended from time to time and notified to the Exhibitor in writing by the BIA. The regulations shall be binding on the Exhibitor to the extent not inconsistent with these terms and conditions, Government regulation (including fire authority regulations) or the requirements of the manager of the location or other venue.

6. The Exhibitor shall comply with the requirements of the manager of the location or other venue of the Show as notified by the BIA from time to time.

7. The Exhibitor shall comply with the directions of any Government regulation or authority from time to time.

8. The Exhibitor acknowledges and agrees that it receives a non-exclusive right to occupy a Space at the Show which constitutes a contractual licence and not a lease. The Exhibitor acknowledges that execution of these terms and conditions and payment of the deposit of 50% of the Fee or any further payment installment will not entitle the Exhibitor to an allocation of Space unless and until the BIA confirms its acceptance of the application and provides details of the allocation of Space.

9. The BIA is not required to accept the application of any person including any member or non-member of the Boating Industry Association. Acceptance of payment of the deposit will not constitute acceptance of the application in the absence of notification of allocation.

10. The Exhibitor also acknowledges that the allocation of a particular site is at the absolute discretion of the BIA and that the BIA reserves the right to change this allocation at any time prior to or during the Show.

11. The Exhibitor agrees that in the event that the BIA does change the allocation of Space or in the unlikely event that the BIA changes the venue from the location to another location then the Exhibitor shall continue to be bound by these terms and conditions.

12. The Exhibitor acknowledges that the reputation of the BIA and Show is dependent on the business standards and ethics of Exhibitors generally and that if the BIA has reasonable grounds to believe that these standards are not being met by the Exhibitor, the BIA may terminate this agreement without right of refund to the Exhibitor. The BIA has the first right of refusal of any exhibitors product that do not meet BIA standards

13. The BIA may terminate this agreement without need for prior written notice if:

i) the Exhibitor commits an act of bankruptcy or commences winding-up or there are reasonable grounds for doubting the solvency of the Exhibitor including any cheque payable to the BIA being referred to drawer; or

ii) the Exhibitor is in breach of these terms & conditions including these regulations.

iii) These terms & conditions may only be amended by written agreement of the BIA.

14. Unless otherwise provided in the regulations:

i) the Exhibitor is not entitled to any refund of monies paid; and

ii) subject to clause 15 below, the liability of the BIA to the Exhibitor for any reason (including negligence) shall not exceed money paid by the Exhibitor to the BIA.

15. The Exhibitor releases and holds harmless and indemnifies the BIA and its officers and employees from and against any liability howsoever arising (including negligence and excluding fraud) and including consequential or special damages or economic loss and whether suffered by the Exhibitor or any other person arising from or as a result of these terms and conditions or the allocation and use of Space at the Show. The BIA will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of such action.

16. If payment of any sum due by the Exhibitor in respect of the Show is more than seven (7) days in arrears, the BIA reserves the right to terminate or amend the contract and sell the Space, or any part of the Space, to another party or parties. Any payments made at this stage will be forfeited and no refund will be made.

17. The exhibitor shall be responsible for the payment of and shall pay when due or otherwise demanded by the BIA all Government fees and duties and all taxes (including those in the nature of sales tax, goods and services tax or value added tax) arising as a result of or in connection with the provision of space or other services to the exhibitor.

Scope of Show

18. All Displays in the Show must consist of marine, boating, fishing or diving products and services unless the prior written consent of the BIA is granted. It is a requirement that the exhibitor agrees to display only new/unused boats and products.

19. The BIA reserves the absolute right to determine the scope of the Show and to grant sponsorship rights and displays.

20. The Exhibitor shall not exhibit in its Display any product or service which the BIA in its discretion determines does not fall within the scope of the Show, or for any other reason is unsuitable for the Show.

21. It is a requirement that companies offering tangible products for sale, must have good representation of those products on display. All vessels/product not meeting Australian standards must identify these products as not meeting these standards.

Allocation of Space

22. The BIA reserves the absolute right to allocate Space in the best interests of the Show, including the maximum, minimum and general dimensions of the Space.

23. The BIA reserves the absolute right to refuse to allocate Space to any Applicant for Space which, in the opinion of the BIA, does not propose to mount a Display compatible with the aims, objectives and scope of the Show.

24. If an Application for Space is rejected, the initial payment of the fee for Space will be refunded.

25. The BIA reserves the right to accept or refuse an Application for Space from any Applicant who is not a member of the Boating Industry Association. The dimensions and location of Space allocated to such Applicants and the fee for Space to be paid is at the discretion of the BIA.

26. In most instances space will be allocated first to BIA members who have previously exhibited at the Summer Boat Show, BIA members, followed by non BIA members.

27. The BIA reserves the right at any time to make such alterations to the Space as it considers necessary, including altering the dimensions or location of the Space.

28. The Exhibitor shall not sub-let, share or part with possession of the Space without the written consent of the BIA. Where such consent has been obtained, a site sharing fee will be payable in addition to the fee for Space.

29. Sub-letting in this use includes renting, sharing, donating or in any way allowing another company, organisation, club, person or any other entity to display, demonstrate or advertise in an Exhibitor's Space or display. Any company, organisation, club, person or any other entity who is not an

Exhibitor are not permitted to place stickers, placards, brochures, magazines, catalogues or any advertising material anywhere in the Show.

Construction and Operation of Displays

30. The Exhibitor is obliged to ensure the cleanliness and tidiness of the Space occupied to a level acceptable to the BIA.

31. Sale, distribution or giving away of samples of food, drink or tobacco is permitted only with the express written permission of the Precinct Management and their appointed caterer and shall be subject to any terms and conditions as laid down by them through the BIA. Liquor must not be sold, distributed or consumed on any Display unless the appropriate permit has been granted.

32. The Exhibitor may not remove goods, displays or tools of trade during the Show without the express written consent of the BIA.

33. Audio amplification and mechanical displays are only permitted where the level of sound does not cause annoyance or disturbance to other Exhibitors or the public. The BIA is the sole judge as to whether sound levels are causing annoyance. The BIA reserves the right to terminate the use of such equipment if sound levels are unacceptable.

34. Exhibitors may only use Electrical Contractors nominated by the BIA. Electrical work may only be carried out by persons authorised by the BIA.

35. Electric service to all Displays is turned off every night one hour after the official public closing time of the Show. It is the Exhibitor's responsibility to take precautions to protect all perishables and computer links and such like in their display which may be affected by the disconnection of electric power service.

36. All Displays and other construction work carried out by the Exhibitor or its contractor, including but not limited to, the physical dimensions, materials used, access to Fire Equipment or Fire Escapes, of any Display or goods must be in accordance with the rules and regulations and requirements of the BIA, the Precinct Management and any applicable statutes or statutory rules or regulations. The Exhibitor is liable for any monetary or other penalty imposed for non-compliance with statutory rules or regulations.

37. The Exhibitor will be liable for payment of any fines or penalties incurred by the BIA that are caused by the action of, or infringement of regulations by, persons or companies engaged by the exhibitor.

38. Materials used in construction and/or decoration of the Display must not be readily ignitable or be capable of emitting toxic fumes should ignition occur. The use of crepe paper, corrugated cardboard, straw, untreated hessian or PVC sheeting (except on floors as a protective membrane) is strictly prohibited.

39. The installation of any fuel burning appliance is prohibited unless permission is granted in writing from the Precinct Management.

40. The Exhibitor shall ensure that fire extinguishers and fire fighting equipment, where required, are at all times visible and accessible and are not removed from their correct location.

41. The Exhibitor shall not bring any substances onto the Location which, in the opinion of the BIA or Precinct Management, are of a dangerous, inflammable, explosive or objectionable nature. Batteries must be disconnected unless permission is granted in writing from the Precinct Management.

42. All Displays must be confined to the Space and no part of a Display shall protrude beyond the boundaries of the Space. Exhibitors are not permitted to erect any overhead structure, signs, banner or the like outside allocated space.

43. It is a compulsory requirement that all boats and vessels on trailers displayed are fitted with a tow ball guard in line with Occupational Health and Safety Standards.

44. The Exhibitor must move or alter any part of their display that breaches any rule, regulation or condition of this agreement, or that the BIA deems to be prejudicial to the conduct of the Show or to other Exhibitors.

45. It is a requirement that exhibitors install suitable guards at the front trailers reduce the incidence of potential injury to Show patrons.

Marina Exhibitors (in addition to any other rules and regulations in this document)

46. Exhibitors allocated space on the Marina will comply with the move-in and move-out schedules. Any Exhibitor who does not move in vessels in compliance with the schedule may lose their allocated space.

47. Exhibitors will not be permitted to provide their own pontoons to be joined to existing marina infrastructure, all additional requirements of pontoon will be ordered through the BIA unless otherwise prearranged with the Association and the appropriate written consent is provided.

48. Marina Exhibitors must:

- i) Provide safe and stable means of boarding their exhibits, including handrails if appropriate.
- ii) Staff each vessel during show operating hours and provide a reasonable level of accompanied access to show visitors.

iii) Ensure that boarding planks and gangways do not encroach onto Marina walkways.

iv) Ensure that none of their exhibits emit fumes, smoke or noise that may annoy other Exhibitors or the general public.

49. Any loss or damage to an Exhibitor's exhibits or equipment in the Marina area is the sole responsibility of the Exhibitor.

50. If an Exhibitor wishes to place advertising material (or coverings for pontoons) on the Marina walkways, the Exhibitor must obtain the prior written consent of the Association six weeks prior to the Exhibition.

51. A vessel not exhibiting in the Exhibition will not moor to the Marina or to any moored exhibit without the prior written consent of the Association.

52. Each Exhibitor must have sufficient ropes and fenders for each vessel and ensure that each vessel also complies with **all Victorian State laws**.

53. All vessels exhibited on the Marina must be seaworthy and engines must be connected and in full working order.

54. Private functions are not permitted on the Marina without the prior approval of the Association. Application for any such event must be lodged two weeks prior to the Event.

55. Once vessels are moored to the Marina no vessel can be moved without the consent of the Association.

56. The Marina is supplied to the specification and layout of the Association. Changes to elements such as flag poles and cleat positions are possible, but at the expense of the Exhibitor and with the approval of the Association.

57. Power to each vessel is not guaranteed and will be available depending on power availability.

58. Any brokerage/secondhand/used vessels on display must be presented in excellent condition. All owners' personal effects must be removed. The vessel clearly display the replacement cost for an equivalent new model, as well as the sale price. The BIA reserves the right to request vessels that do not meet the required standard to be removed from the Show.

Advertising

59. The Exhibitor acknowledges that all intellectual property and other rights, title and interest in the Show and all associated names, logos or marks of the Show or the BIA are the property of the BIA.

60. Any advertising conducted by the Exhibitor at the Show must meet reasonable standards as to noise, decorum and presentation as may be determined by officers of the BIA in their absolute discretion and must not be offensive in any way.

61. The Exhibitor agrees to conduct advertising relating to the Show in a manner which will enhance the reputation of the Show and if an officer of the BIA provides written notice to the effect that any advertising conducted prior to or at the Show does not enhance the reputation of the Show then the Exhibitor will immediately cease that advertising.

Conduct of Exhibitor

62. The Exhibitor is required to maintain the dignity and atmosphere of the Show in its displays and demonstrations, agrees not to advertise, display or act in a manner which in the opinion of the BIA is either sexually or racially discriminatory or demeaning or goes beyond generally accepted standards of conduct. The Exhibitor must take steps to rectify any breach of the above on instruction of the BIA.

63. The BIA reserves the right to reject any Display or demonstration and to take necessary steps to stop any disturbance or nuisance during the Show.

64. The Exhibitor is not permitted to conduct or permit to suffer to conduct any lottery, raffle, guessing competition, game of chance or sideshow during the Show without the express written consent of the BIA.

65. The Exhibitor shall ensure that the Display is open to view and staffed by competent representatives during the entire time the show is open to the public. If the Exhibitor fails to open its Display or uncover its exhibits during the official opening hours of the Show, the BIA may do so and the Exhibitor is liable for any costs thereby incurred by the BIA. The BIA will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of such action by the BIA.

66. The Exhibitor shall not exhibit its products or conduct its business from any area other than its allocated Space.

67. If the BIA in its discretion considers any practice of the Exhibitor to be objectionable, likely to discredit the show or the recreational boating industry or likely to cause customer dissatisfaction, the BIA reserves the right to order the Exhibitor to cease the practice and/or quit the Space. The BIA will not be



liable for any loss, including consequential loss, sustained by the Exhibitor as a result of such action by the BIA.

68. The Exhibitor shall not do or permit to be done anything which may cause any licence or permit issued or in force in respect of the Location or any part thereof to be or become liable to be forfeited, suspended or not renewed.

69. The Exhibitor shall immediately notify the BIA of any accident to or defects in the water pipes, lights or electrical supply in the precinct. The Exhibitor shall not misuse, overload or interfere with any such pipes, lights or other electrical fittings.

Delivery and Removal of Goods and Displays

70. Exhibitors and their contractors will be given access to the precinct for move in and move out via designated entry points at pre determined times allocated by the BIA. Exhibitors shall cooperate with Precinct Management and the BIA and their staff or agents and follow traffic, parking, entry and exit directions as issued by them.

71. The BIA and Precinct Management accept no responsibility for the safety of vehicles and their contents during the Show.

72. Any damage caused by delivery vehicles entering the precinct on behalf of the Exhibitor shall be repaired at the cost of the Exhibitor.

73. All packing cases, packing material, boxes cartons and such like shall be removed from the precinct as soon as move in/move out is complete.

74. The Exhibitor shall not dismantle or remove any part of its Display at any time during the days the Show is open to the public without written approval from the BIA.

75. All Displays, goods and exhibits must be removed from the precinct by 12 noon 6 February 2012.

Liabilities and Indemnities

76. The BIA, the Precinct Management, and all of their employees, agents and other representatives shall not be liable, and are hereby released from liability, for any damage, loss (including consequential loss), harm or injury to the person or property of the Exhibitor or any of the Exhibitor's employees, agents and other representatives, however caused, which may arise directly or indirectly during or in connection with the Show, and in particular arising from:

- i) the condition of the Space and the precinct/location, any Display or structure erected thereon and any action occurring therein.
- ii) total or partial failure of the public utility services supplied to the location caused by any factor beyond the reasonable control of the BIA.
- iii) the Show being affected by industrial disputes, blackouts, riots or any other cause.

77. The Exhibitor must produce to the BIA a Certificate of Currency of Public Liability Insurance Policy with coverage of Ten Million Dollars (\$10,000,000) endorsed for the show. This Certificate must be produced prior to, the final payment for Space.

78. The Exhibitor shall comply with all applicable legislative requirements in relation to worker's compensation insurance

79. The Exhibitor shall not do or permit to be done anything in relation to the location or Show whereby any insurance effected by the Precinct Management or the BIA may be rendered void, voidable or in any way unenforceable against the insurer or whereby the premium payable on the insurance may be liable to increase. The Exhibitor shall pay to the BIA on demand all amounts payable by way of costs or increased insurance premiums on any policy of insurance so affected.

80. The Exhibitor shall indemnify the BIA and its employees, agents and other representatives in respect of all actions, claims, demands, proceedings, suits, costs, damages, expenses and losses whatsoever (including but not limited to loss of profits, any compromises of actions, claims, demands, proceedings or suits and all legal costs on a solicitor-own client basis in respect thereof) which the BIA and its employees, agents and other representatives may suffer or incur by reason of or in relation to:

- i) any act, default or omission on the part of any one or more of the Exhibitor, its employees, agents, invitees, licensees, patrons, contractors and sub-contractors;
- ii) any act, default or omission on the part of any one or more of the employees, agents, invitees, licensees, patrons, contractors and sub-contractors of the BIA when acting under the direction, order or control of any one or more of the Exhibitor, its employees, agents, contractors and sub-contractors;
- iii) the Exhibitor withdrawing from the Show; or
- iv) any accident, damage, death or injury suffered by any person or the property of any person in or using or entering or near the precinct and occasioned wholly or partly by any act, default or omission of any one or more of the Exhibitor, its employees, agents, invitees, licensees, patrons, contractors and sub-contractors.

General

81. The BIA reserves the absolute discretion to refuse admission and to exclude or eject any person from the Marina including all Exhibitors or any of their employees, agents or associates.

82. The BIA shall determine the hours the show is open to the public and reserves the right to determine the rates to be charged to the public for admission to the Show.

83. The BIA will on request issue the following admission passes:

Exhibitor Identification Badges – issued to Exhibitor's staff manning the stands on a permanent basis. **Daily Exhibitor Marina Passes** – available for purchase and issued to Exhibitor's staff manning a Marina stands on a daily basis. **Move In/Out Passes** – for use by delivery staff or contractors during move-in/-out periods TBC. **VIP Guest Tickets** – available for purchase by Exhibitors and members of the Association.

Only admission passes issued by the BIA will be valid. The BIA reserves the right to limit the number of passes issued according to the size of the licenced area. The BIA reserves the right to withhold or confiscate passes from Exhibitors who breach the ticket allocation procedures or fraudulently use issued passes.

84. The BIA reserves the right at all times to postpone or amend the stated dates for the Show to a date or dates that are, in the opinion of the BIA most applicable for such a Show, utilising this right only where circumstances necessitate such an action, and without liability to the BIA and its sponsors.

85. In the event of a Space being jointly allocated to two or more Exhibitors each of such Exhibitors is jointly and severally liable for any monies payable hereunder.

86. Exhibitors will be granted access to the Marina one (1) hour prior to the admission of patrons on each day the show is open to the public.

87. The Exhibitor shall comply with all lawful and reasonable directions issued by the BIA's appointed security guards.

88. The BIA may terminate the contract if:

- i) the Exhibitor breaches or evidences an intention to breach any of the covenants, regulations, terms & conditions expressed or implied in the Contract;
- ii) a receiver or official manager is appointed to any property of the Exhibitor or any guarantor of its obligations under the Contract;
- iii) any order or resolution is made for the winding up of the Exhibitor or any guarantor of its obligations under the Contract (other than for the purpose of amalgamation or reconstruction);
- iv) any of the property of the Exhibitor is assigned;
- v) the Exhibitor is a person and he or she becomes bankrupt or has a sequestration order made against him or her;
- vi) the BIA is of the opinion that there is a real possibility that damage may be caused to any of the Location, its facilities or its equipment as a result of the Exhibitor exercising any right under the Contract, or that such exercise may cause injury to patrons of the Show or that the manner in which the Exhibitor uses or proposes to use the Space is illegal or otherwise contrary to law or likely to injure the reputation of the BIA, the location or Precinct Management.

Upon such termination, the BIA will be entitled to remove all Display, goods or property of the Exhibitor from the Space and to send all Display, goods or property, at the risk and expense of the Exhibitor, to the address of the Exhibitor specified in the Contract. All sums paid by the Exhibitor to the BIA in respect of the Show will be forfeited without prejudice to any right or claim which the BIA may otherwise have.

89. The BIA has the full power to interpret and to make or amend these Rules, Regulations, Terms and Conditions provided that such amendments and additions do not diminish the rights reserved for the Exhibitor under this agreement and shall not operate to increase the liabilities of the BIA.

Brokerage Boats

90. One on-water brokerage boat will be accepted for each two new on-water boats exhibited.

91. Brokerage boats must be in 'as new/Bristol/pristine' condition (no exceptions – a panel of exhibitors or the Events committee will be appointed to adjudicate.

92. Brokerage Boats can be used to fill in a current model range (unless the importer/dealer/agent is not exhibiting). A brokerage boat cannot be identical to a new boat on display.

93. Only the authorized importer/dealer/agent can display a brokerage boat from their own range. Exhibitors are not to compete against the official importer/dealer/agent. In the event that the official importer/dealer/agent declines to exhibit, any exhibitor can display brokerage products subject to these terms and conditions.

94. Brokerage boats must not be more than 3 years old (A HIN number must be supplied to the organizers).

95. Brokerage boats must be clearly marked as 'Brokerage Boat for Sale', must display the brokerage price, and must display the new boat price so as not to distort new boat market pricing.

96. If a brokerage boat is sold before the show, the exhibitor will need to pay for the berth less 25% in the event that they do not have a replacement boat. In that case, if the berth is sold to another exhibitor by the BIAV, the full amount will be refunded to the original exhibitor.