



## **Terms and Conditions for Exhibitors at:**

### **2024 MPA Skills & Galvins Plumbing Supplies WA Plumbing Expo**

These Terms and Conditions ("**Exhibitor Agreement**") are entered into by and between the exhibitor ("**Exhibitor**") and MPA Skills ("**MPA Skills**"), governing the participation of the Exhibitor in the 2024 WA Plumbing Expo (the "**Expo**"). By completing the registration process and participating in the Expo, the Exhibitor agrees to be bound by these terms and conditions.

#### **1. Booth Assignment:**

- 1.1. Booth assignments will be allocated by MPA Skills at its sole discretion.
- 1.2. The Exhibitor acknowledges that booth assignments are final and non-negotiable.

#### **2. Payment:**

- 2.1. The Exhibitor agrees to pay the full amount of the booth fee as outlined in the invoice provided by MPA Skills.
- 2.2. Payment must be made in advance according to the terms specified.
- 2.3. Failure to make payment may result in the cancellation of the Exhibitor's participation in the Expo.

#### **3. Cancellation and Refund:**

- 3.1. In the event of cancellation by the Exhibitor, refunds will be provided according to the following schedule:
  - 3.1.1. Cancellation on or before 31<sup>st</sup> March 2024: 90% refund
  - 3.1.2. Cancellation on or after 1<sup>st</sup> April 2024: no refund
  - 3.1.3. If the invoice has not been paid by COB 1<sup>st</sup> April 2024, but confirmation has been sent, the above cancellation policy still applies.

#### **4. Exhibitor Responsibilities:**

- 4.1. The Exhibitor is responsible for the setup and dismantling of their display within their designated booth during the bump in and bump out times specified in the Exhibitor Manual.
- 4.2. The Exhibitor agrees to staff their booth for the duration of the Expo during Expo hours.
- 4.3. The Exhibitor indemnifies MPA Skills and the venue against any damage to Exhibitor property or equipment left at the venue during the Expo, including during bump in and bump out.
- 4.4. The Exhibitor is responsible for any damages caused to the venue or equipment provided by MPA Skills.

#### **5. Exhibit Display:**

- 5.1. The Exhibitor agrees to display only products and services that are relevant to the theme of the Expo.

- 5.2. The Exhibitor's booth display must comply with all safety regulations and standards set forth by the venue and MPA Skills.
- 5.3. The Exhibitor agrees to restore, at its own expense, the venue premises and booth to the same condition as prior to any alterations undertaken or caused by the Exhibitor.
- 5.4. The Exhibitor agrees not to affix nails, hooks, tacks, screws or adhesive fastenings, or any other attachment which may cause damage, to the booth, venue premises or any other structure provided to the Exhibitor by MPA Skills without MPA Skills express permission to do so.

**6. Supplementary Services:**

- 6.1. The Exhibitor agrees to exclusively engage the venue's nominated agent to attach, connect or obtain rigging, water, waste, telecommunications, or electrical services to any part of the venue premises in addition to the standard booth set up provided by MPA Skills.
- 6.2. The Exhibitor agrees to abide by the venue rules & regulations specified in the Exhibitor Manual.
- 6.3. The Exhibitor is responsible for all costs associated with all supplementary connections beyond the standard set up provided for each booth by MPA Skills.
- 6.4. Any additional surcharges imposed by the venue relating to an individual Exhibitor's property, attendance or actions will be the responsibility of that Exhibitor, not MPA Skills.

**7. Food & Beverage Services:**

- 7.1. The Exhibitor acknowledges that all food & beverage services at the venue will be provided by MPA Skills or the venue.
- 7.2. The Exhibitor agrees to seek authorisation from MPA Skills in advance before distributing or selling any food or beverage products from their booth.

**8. Insurance:**

- 8.1. The Exhibitor is responsible for obtaining any necessary insurance coverage for their participation in the Expo, including but not limited to:
  - 8.1.1. Public Liability Insurance with a minimum \$10 million coverage for any one claim against personal injury or damage to property.
  - 8.1.2. Liability insurance covering their booth and products.
  - 8.1.3. Workers Compensation insurance for all Exhibitor staff attending the venue on behalf of the Exhibitor.

**9. Risk:**

- 9.1. The Exhibitor acknowledges that it uses the venue and facilities at its own risk.
- 9.2. All Exhibitor's property and equipment brought into the premises by the Exhibitor shall be at the Exhibitors risk, and MPA Skills is not responsible for any damage or loss whatsoever to this property and equipment.

**10. Promotional Materials and Advertising:**

- 10.1. The Exhibitor will seek authorisation from MPA Skills before distributing, publishing or broadcasting any advertising or promotional material relating to the Expo.
- 10.2. The Exhibitor agrees not to distribute any promotional materials outside of their designated booth area without prior approval from MPA Skills.
- 10.3. The Exhibitor shall not record or broadcast the Expo publicly without express permission from MPA Skills.

**11. Conduct:**

- 11.1. The Exhibitor agrees to always conduct themselves in a professional manner during the Expo.

11.2. Any behaviour deemed inappropriate or disruptive by MPA Skills may result in the immediate removal of the Exhibitor from the Expo without refund.

**12. Intellectual Property:**

12.1. The Exhibitor warrants that they have the necessary rights to use any trademarks, logos, or other intellectual property displayed at their booth.

12.2. The Exhibitor agrees to indemnify and hold harmless MPA Skills against any claims of infringement.

**13. Force Majeure:**

13.1. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement, including but not limited to the failure to provide booth space or hold the Expo, if such failure or delay is due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, civil unrest, governmental restrictions, natural disasters, epidemics, pandemics, strikes, or labour disputes ("Force Majeure Event").

13.2. In the event of a Force Majeure Event, the affected party shall promptly notify the other party in writing and shall use reasonable efforts to resume performance as soon as practicable. The party affected by the Force Majeure Event shall be excused from performance of its obligations under this Agreement for the duration of the Force Majeure Event and for a reasonable time thereafter.

13.3. If the Expo is cancelled or postponed due to a Force Majeure Event, MPA Skills shall not be liable to the Exhibitor for any damages, losses, or expenses incurred because of such cancellation or postponement. The Exhibitor's booth fees paid for the Expo affected by the Force Majeure Event shall be credited towards a future Expo organized by MPA Skills, subject to availability and agreement by both parties.

13.4. This clause shall not excuse the Exhibitor from the obligation to make payment for booth fees or other charges due under this Agreement unless expressly agreed upon by MPA Skills.

13.5. This clause shall be without prejudice to any other rights or remedies available to the parties under this Agreement or at law.

**14. Governing Law:**

14.1. This Agreement shall be governed by and construed in accordance with the laws of Western Australia.

14.2. Any disputes arising out of or in connection with this Agreement shall be resolved exclusively by the courts of Western Australia.

**15. Amendment:**

15.1. These Terms and Conditions may be amended or modified by MPA Skills at any time.

15.2. Any such amendments or modifications shall be communicated to the Exhibitor in writing.

By participating in the Expo, the Exhibitor acknowledges that they have read, understood, and agreed to abide by these Terms and Conditions.