

## Exhibitor Agreement

Between The Design and Technology Teachers Association of Western Australia and the exhibitor identified in the exhibitor application form submitted.

### **OPERATIONAL CLAUSES:**

#### **1 Clarifications**

##### 1.1 Definitions

Agreement	This document and any additional documents referenced herein, comprising the terms and conditions for participation in the Event, including but not limited to the Exhibition Prospectus and the Exhibitor Application.
Confidential Information	Information relating to the subject matter of this Agreement, encompassing details about the parties, their employees, agents, customers, suppliers, financial information, business plans, transactions, products, services, and Intellectual Property. This includes information received at any time, regardless of labelling, that is considered confidential, secret, or proprietary.
Event	The conference or event specified in the Exhibition Prospectus and the Exhibitor Application, where you intend to showcase your products or services.
Exhibition	Your designated area or presence at the Event, such as an exhibition stand, booth, or stall, where you display your products or services.
Exhibition Fee	The amount of money you are required to pay under this Agreement, as specified in the Exhibition Prospectus.
Exhibition Materials	All items and materials that you or your contractors bring onto the Venue premises for the purpose of the Exhibition. This includes, but is not limited to, structural materials, tools, equipment, products, promotional items, displays, banners, advertisements, images, videos, interactive presentations, and sound or image broadcasts.
Exhibition Prospectus	The official document inviting sponsors and exhibitors to participate in the Event, to which you responded by submitting your Exhibitor Application.
Exhibitor Application	The form titled "Exhibitor Application" that you completed and submitted to us, which is annexed to this Agreement.
Exhibitor Entitlements	The benefits and rights granted to you in exchange for payment of the Exhibition Fee, as specified in the Exhibition Prospectus.
Insolvency Event	Any event indicating financial insolvency, including bankruptcy, liquidation, receivership, voluntary administration, compromise with creditors, or inability to pay debts.
Intellectual Property	All forms of intellectual property worldwide, including patents, trademarks (registered or unregistered), copyright, designs, circuit layouts, plant variety rights, and applications for any of these, as well as trade secrets and know-how.
Venue	The location specified in the Exhibition Prospectus and the Exhibitor Application where the Event will be held.
Venue Rules	All regulations applicable to your Exhibition and Exhibition Materials, as well as the conduct and attire of exhibitors and attendees, including directions from Venue-operator staff or authorized contractors.

## 1.2 Explanation

The following guidelines are used to interpret this Agreement, unless the context indicates otherwise:

- (a) Titles and headings are provided for convenience only and do not impact interpretation.
- (b) When referring to:
  - (i) a party in this Agreement or any other document, it includes a successor, permitted substitute, or permitted assign of that party;
  - (ii) a person, it includes any entity or group of people, regardless of incorporation or legal identity, and any executor, administrator, or successor in law;
  - (iii) conduct, it includes any action, representation, statement, or promise, regardless of format;
  - (iv) anything (including rights, obligations, or concepts), it includes all its parts; and
  - (v) a period of time, it refers to a calendar period, unless otherwise stated;
- (c) Singular words include the plural, and vice versa;
- (d) Words indicating a specific gender include all genders;
- (e) Defined words have the same meaning when used in different forms;
- (f) Examples given do not limit the scope of the thing being described;
- (g) Listing items after "including" or similar terms does not limit what else might be included unless expressly stated otherwise;
- (h) References to dollars or \$ are in Australian currency, unless specified otherwise;
- (i) Interpretation of any covenant, clause, or word in this Agreement is not restricted by other covenants, clauses, or words, or their placement in the document; and
- (j) This Agreement constitutes the entire agreement between the parties on the subject matter and supersedes any discussions or correspondence unless included in this document.

## **2 Parties**

You acknowledge and agree that in entering this Agreement with the DATTA WA, all obligations, rights, and remedies under this Agreement are considered obligations, rights, and remedies of the DATTA WA.

Email – [officemanager@datta.wa.edu.au](mailto:officemanager@datta.wa.edu.au)

Address – 50 Urawa Road, Duncraig WA 6023

Web – [www.datta.wa.edu.au](http://www.datta.wa.edu.au)

### **3 Exhibition Information and Application**

#### 3.1 Acceptance of Your Application

This Agreement comes into effect when the DATTA WA accept your application to exhibit. The DATTA WA reserves the right to reject your application for any reason, including lack of Venue space or reaching the limit for exhibitors in a particular category.

### **3 Confirmation and Representation**

You confirm that:

- (a) You have read the Exhibition information thoroughly;
- (b) Your application is accurate and complete;
- (c) You are not aware of any facts or circumstances that would breach this Agreement or allow termination; and
- (d) The DATTA WA may reject your application for any reason.

### **4 Exhibitor Benefits**

#### 4.1 Entitlements

You will receive the agreed-upon benefits:

- (a) upon compliance with this Agreement;
- (b) as outlined in the Exhibition information and your application;
- (c) upon meeting any specified milestones; and
- (d) in accordance with Venue Rules.

#### 4.2 Non-exclusivity

Unless stated otherwise, this Agreement and its benefits are not exclusive to you, and DATTA WA may engage other exhibitors, including competitors, for the Event.

### **5 Venue Requirements (Edith Cowan University Mount Lawley)**

#### 5.1 Compliance

You agree to comply with the Venue Rules:

- (a) as a condition of receiving benefits;
- (b) by familiarizing yourself, your staff, and contractors with the rules;
- (c) by ensuring compliance by your employees and contractors;
- (d) by following directions from Venue staff or authorized contractors; and
- (e) by promptly reporting any breaches to us.

## **6 Exclusion of Event Outcome Guarantees**

### 6.1 No Assurances on Event Outcome

You acknowledge and agree that the DATTA WA does not provide any binding warranty, promise, representation, or prediction regarding:

- (a) the quantity and variety of businesses, products, or services to be exhibited or promoted at the Event;
- (b) the number of attendees, their seniority, or the nature of their represented businesses; and/or
- (c) the number or value of sales leads you may generate from your Exhibition.

Any predictions or information provided by the DATTA WA regarding the Event or based on previous events are provided in good faith but are not binding. You confirm that you have not relied on such predictions, statistics, or information to decide whether to enter this Agreement.

### 6.2 No Assurances on Event Schedule or Venue

You acknowledge and agree that the Event may change as outlined in clause 12, the DATTA WA cannot guarantee or promise that:

- (a) the Event will take place on the proposed dates or at the specified venue, or at all; and/or
- (b) the Event schedule will proceed as advertised, or that speakers, entertainers, or other participants will be as advertised.

## **7 Exhibition Fees**

### 7.1 Payment of Fees

You are required to pay the Exhibition Fees and any applicable GST as specified in the Exhibition Prospectus.

### 7.2 Payment Schedule

You must pay the Exhibition Fees and GST in full:

- (a) within 14 days of receiving a tax invoice from the DATTA WA or us; or
- (b) before bringing any Exhibition Materials or property to the Venue,  
whichever is earlier.

### 7.3 Suspension of Benefits for Non-Payment

Failure to comply with this Agreement, including failure to pay the Exhibition Fee by the specified date, may result in:

(a) suspension of the Exhibitor Entitlements; and/or

(b) denial of access to the Venue for you, your contractors, and your Exhibition Materials, until full compliance is achieved. This is not our exclusive remedy, and the DATTA WA may pursue other remedies available under this Agreement or the law.

## **8 Goods and Services Tax (GST)**

### 8.1 GST Payment Responsibility

Exhibition Fees and other payments under this Agreement, as outlined in the Exhibition Prospectus and the Exhibitor Application, do not include GST unless stated otherwise. You are responsible for paying the GST in addition to the Exhibition Fees and other payments required.

### 8.2 Variation in GST Rate

Exhibition Fees and other payments are based on the prevailing GST rate at the time of publication. If the GST rate changes before payment, you must pay the revised GST amount, and the DATTA WA may issue a new invoice to reflect this change.

## **9 Warranties**

### 9.1 Mutual Warranties

Each party warrants that:

(a) entering into and performing this Agreement will not breach any agreement, duty, or obligation; and

(b) there has been no Insolvency Event or threat of one.

## 9.2 Exhibitor Warranties

You warrant that:

- (a) You have reviewed the Venue Rules and your Exhibition complies with them;
- (b) if you or your contractors construct the Exhibition, they are sufficiently skilled, licensed, and qualified;
- (c) Your Exhibition complies with all laws, codes, and guidelines;
- (d) Your Exhibition and materials meet certain quality, safety, and non-infringement standards;
- (e) Your Exhibition is not misleading, offensive, or inappropriate;
- (f) Your Exhibition does not damage the reputation of the Event, the DATTA WA, or the Venue; and
- (g) Your Exhibition does not infringe on any rights.
- (h) All Exhibited powered equipment has been tagged at Exhibitors expense if in use and deemed safe for operation in line with requirements for the Venue.

## **10 Exhibition Material Details**

### 10.1 Information Provision Requirement

You must promptly provide details of all Exhibition Materials and relevant information when requested. Failure to comply may result in delayed or denied Exhibitor Entitlements.

## **11 Event Cancellation and Exhibitor Participation**

### 11.1 Cancellation Acknowledgement

You acknowledge that the Event may be cancelled for various reasons beyond our control.

### 11.2 No Liability for Event Cancellation

Subject to clause 11.4, the DATTA WA are not liable for any losses, damages, liabilities, or claims resulting directly or indirectly from Event cancellation.

### 11.3 Postponed or Rescheduled Events

If the Event is rescheduled, clause 12 applies. Otherwise, material changes will be communicated through the Event Website.

### 11.4 Consequences of Event Cancellation

- (a) You will be notified promptly;
- (b) all Exhibition Fees will be refunded in full.

### 11.5 Exhibitor Participation Cancellation

You may cancel your participation at any time by written notice to the DATTA WA, subject to a cancellation fee outlined in the Exhibition Prospectus.

## **12 Variation of Event**

### 12.1 Event Changes

You acknowledge and agree that the Event may be subject to changes by the DATTA WA and/or the Host at any time and from time to time, without liability to You, including but not limited to changes in:

- (a) the venue or the location of the Event or components of the Event within the venue;
- (b) the date(s) of the Event;
- (c) programme content, its order or session times;
- (d) the speakers, and other presenters;
- (e) the social program and any venue for dinners and other social events.

If the Event is postponed or moved to a different primary venue, reasonable efforts will be made to notify You, and clause 12.2 applies. In all other cases, details of significant changes will be posted on the Event Website.

### 12.2 Effects of Postponement or Venue Change

Upon receiving a variation notification, you have the following options:

- (a) Within 14 days, notify us in writing that you cannot or do not wish to participate in the Event as varied. In this case, subject to proof of purchase, you are entitled to a refund of monies actually received. The DATTA WA will be liable for any losses you incur due to such postponement, including transportation or accommodation costs.
- (b) Notify the DATTA WA that you wish to participate in the Event at its new date(s) and/or venue. In this case, the monies paid by you will be retained.

Note: If the DATTA WA do not receive your notice under option (a) within 14 days of the variation Notification, you are deemed to have accepted the variation of the Event at its new date(s) and/or venue, and the monies you have paid will be retained as payment for your participation.

## **13 Potential Liability to Third Parties for Your Breach**

### 13.1 Recoverable Losses

You acknowledge that your negligence or breach of this Agreement or Venue Rules may cause us to breach contractual obligations or other duties to the Venue operator or third parties. Any loss or liability the DATTA WA incur due to such negligence or breach by you is a recoverable loss.

## **14 Termination of Agreement**

### 14.1 Termination for Cause

Either party may terminate this Agreement with immediate effect if:

- (a) the other party is subject to an Insolvency Event;
- (b) the other party breaches a term or warranty which is capable of rectification but is not rectified within a reasonable period after notice; or
- (c) the other party breaches a term or warranty which is not capable of rectification.

### 14.2 Termination by the DATTA WA for Non-Payment

The DATTA WA may terminate this Agreement if you fail to pay monies by the due date.

### 14.3 Termination for Disrepute

The DATTA WA may terminate this Agreement if you materially damage our reputation.

### 14.4 Sole Termination Rights

The termination rights in this clause are the only rights of termination under this Agreement. Common-law rights and remedies are preserved.

### 14.5 Consequences of Termination

Upon termination:

- (a) all Exhibitor Entitlements cease;
- (b) you must pay all Exhibition Fees due up to the termination date;
- (c) you must cease referring to yourself as an exhibitor at the Event;
- (d) each party must cease using the other party's Intellectual Property;
- (e) termination is without prejudice to any accrued rights and remedies; and
- (f) all surviving rights and obligations continue.



## **15 Intellectual Property**

### **15.1 No Transfer of IP**

This Agreement does not transfer any Intellectual Property rights. Each party's rights to use the other party's Intellectual Property are contractual.

### **15.2 License of Your Intellectual Property to Us**

(a) You grant us a non-exclusive, worldwide, fee-free license to use your Intellectual Property for Event-related purposes.

(b) The license is non-transferable, except through permitted assignment or novation.

## **16 Confidential Information**

### **16.1 Non-disclosure**

Neither party may disclose Confidential Information to a third party.

### **16.2 Exceptions**

Confidential Information may be disclosed if legally compelled, disclosed to a professional adviser, or with written consent.

## **17 Announcements and Publications**

### **17.1 Announcements**

The DATTA WA may make announcements or publish materials referring to you for Event promotion. You may not make announcements or publish materials referring to us, the DATTA WA, or the Event without our prior written approval.

## **18 Health and Safety**

### **18.1 Exhibitor Responsibility**

You are responsible for ensuring that your Exhibition and related activities do not pose any risk of injury or illness. If your work includes construction or building works, you are considered the "principal contractor" and must fulfill related duties under health and safety laws.

## **19. Indemnity and Release**

### **19.1 Indemnity and Release**

You must indemnify and release the DATTA WA from all claims, actions, demands, losses, liabilities, costs, or expenses sustained by the DATTA WA, including claims from the Venue operator, Event attendees, and third parties, arising from:

- (a) Your breach of this Agreement;
- (b) Your negligence or other tort;
- (c) Your breach of the Venue Rules;
- (d) Your breach of any legal duty or obligation;
- (e) the transportation, construction, installation, display, or removal of the Exhibition or Exhibition Materials;
- (f) the presence, use, or display of the Exhibition or Exhibition Materials;

This indemnity covers:

- (g) claims, actions, and demands of any cause of action;
- (h) claims, actions, and demands for various types of loss, including personal injury, property damage, economic loss, and legal costs;
- (i) legal costs and disbursements on a full-indemnity basis.

This indemnity is not the sole remedy for the matters in this clause. The DATTA WA may pursue other remedies under this Agreement or the law.

## **20. Insurance**

### **20.1 Exhibitor's Insurance Requirements**

You must hold the following insurance policies with reputable insurers for the duration of this Agreement and for six years after the Event's closure:

- (a) public liability and products liability insurance for at least \$20,000,000.00;
- (b) where applicable, insurance for installation and construction works for at least \$20,000,000.00;
- (c) if requested, insurance for breach of this Agreement;
- (d) workers' compensation insurance;
- (e) any other insurance specified in the Venue Rules.

You must provide Us with certificates of currency and other evidence of insurance before accessing the Venue and commencing the Exhibition's installation or construction.

## **21. Limitation of Liability**

### **21.1 Limitation of Liability**

- (a) The total aggregate liability of the DATTA WA and contractors, for breach of this Agreement, negligence, or any other cause of action, will not exceed the total Exhibition Fees.
- (b) "Liability" includes liability in contract, tort, or equity, for any loss, damage, or expense, whether wilful, negligent, or otherwise.
- (c) If liability arises under statute, the DATTA WA's and our liability is limited to re-supplying the services or Exhibitor Entitlements or the cost thereof.

## **22. Notices**

### **22.1 Method of Giving Notice**

All Notice under this Agreement must be in writing and delivered by hand, ordinary or registered mail, or email. Notices to the DATTA WA must be sent to the address specified in this Agreement. Notices to you must be sent to the addresses specified by you in the Exhibitor Application.

### **22.2 Effective Date of Notice**

Notices are effective:

- (a) upon hand delivery;
- (b) three days after posting by mail;
- (c) on the day of transmission by email, unless not fully transmitted by 5 pm, in which case it is effective on the next business day;
- (d) on the first business day after any other day.

A "business day" is a day other than Saturday, Sunday, or a public holiday at the recipient's address.

## **23. Further Assurances**

### **23.1 Obligation to Fulfill Agreement**

Each party must take all necessary steps and execute all required documents to give effect to this Agreement and the transactions contemplated by it.

**EXECUTED AS AN AGREEMENT:**

Signed for an on behalf of **Design and Technology Teachers' Association Inc Western Australia**  
by its authorised officer:

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Signed for an on behalf of (Business Name) \_\_\_\_\_

By its authorised officer:

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date