

Terms and Conditions

Maintenance Engineering Society of New Zealand agrees to licence the stand space to the Exhibitor and provide the designated services to the Exhibitor and the Exhibitor agrees to take such licence and purchase such services on the terms and conditions set out in this agreement.

Definitions

1. In these conditions:

"Exhibition" means the exhibition or event specified in the Particulars.

"Exhibitor" means the person specified as such in the Particulars and includes all employees, agents, invitees and contractors of the Exhibitor.

"Organiser" means Maintenance Engineering Society of NZ or its assignee or agents

"Space" means the space allocated by the Organiser to the Exhibitor for the Exhibition designated in the Particulars.

"Services" means the services (if any) to be provided by the Organiser to the Exhibitor, details of which are set out in the Particulars.

"Particulars" means the details set out Sponsorship Booking Form of the Exhibition Prospectus.

Payment

2. The Exhibitor shall pay to the Organiser the agreement price for the Space and the amount payable for the Services specified in the Particulars, together with goods and services tax in respect thereof, in the manner and at the times specified in the Particulars. Such obligations are essential terms of this licence.

3. Unless the Organiser otherwise notifies the Exhibitor in writing, the payments to be made by the Exhibitor to the Organiser do not include insurance, cleaning charges, electricity supply, car parking, loading and handling of equipment, plumbing and water supply, telephone connection, dressing of stand or advertising catalogues and handbills, all of which shall be the responsibility of the Exhibitor.

Default

4. If the Exhibitor fails to pay any sum on the due date for payment thereof, the Organiser may, without prejudice to its other remedies, forthwith or at any time thereafter, at its option, exercise all or any of the following remedies, namely:

(a) Cancel this agreement, in which case:

(i) all moneys paid by the Exhibitor to the Organiser shall be forfeited to the Organiser as liquidated damages;

(ii) the unpaid balance of the agreement price for the Space and (at the Organiser's option) all or part of the amounts payable in respect of the Services shall forthwith become immediately due and payable and the Organiser may sue for payment thereof;

(iii) the Exhibitor shall vacate the Space, and (subject to clause 7) remove all stands, exhibits and other property from the Space and restore the Space to its original condition, failing which the Organiser may, but shall not be obliged to, remove all such improvements and deliver them to the Exhibitor's address stated in the Particulars, the cost of such removal and delivery being a debt payable upon demand by the Exhibitor to the Organiser

(b) Declare the unpaid balance of the agreement price for the Space and (at the Organiser's option) all or any part of the amounts payable in respect of Services to be forthwith due and payable and the Organiser may sue for payment thereof.

(c) Sue the Exhibitor for payment of the unpaid amount.

Withdrawal and Refund

5. If, after having been accepted, into the Exhibition, an Exhibitor elects to withdraw from the Exhibition, then they must notify the Organiser in writing immediately and apply for a refund.

(a) The Organiser at its own discretion, having taken into account the date notification for withdrawal is received, will invoice the Exhibitor a portion of the agreement price and upon receipt payment for this invoice the Organiser will cancel the license for stand space, provided:

(i) The notification is received not less than 4 months prior to the date of the Exhibition then a cancellation fee of 30% (thirty percent) of the agreement price together with goods and services tax in respect thereof will be invoiced.

(ii) The notification is received not less than 2 months prior to the date of the Exhibition then then a cancellation fee of 70% (seventy percent) of the agreement price together with goods and services tax in respect thereof will be invoiced.

(iii) The notification is received less than 2 months prior to the date of the Exhibition then full payment of the agreement price together with goods and services tax in respect will be invoiced.

(b) The Organiser at its own discretion, having taken into account the date notification for withdrawal is received, may provide a refund of any price paid by the Exhibitor and may cancel the license for stand space, provided:

(i) The notification is received not less than 4 months prior to the date of the Exhibition then 70% (seventy percent of the price paid) will be refunded.

(ii) The notification is received not less than 2 months prior to the date of the Exhibition then 30% (thirty percent of the price paid) will be refunded.

(iii) The notification is received less than 2 months prior to the date of the Exhibition then no refund will be made.

6. If the Exhibitor fails to comply with any other obligation imposed on it under this agreement, the Organiser may, at its option, cancel this agreement, in which case the provisions of clause 4 (a)(i) and (iii) shall apply.

7. If the Exhibitor fails for any reason to pay any sum on the due date for payment to the Organiser, the Exhibitor shall, at the option of the Organiser, pay to the Organiser interest at the rate of 10% per annum calculated on a daily basis on the amount so unpaid from the due date until payment in full is made, but without prejudice to any other rights, powers or remedies of the Organiser in respect of such failure.

8. All property of the Exhibitor situated on the Space or located on the Exhibition site is subject to a general lien in favour of the Organiser for all sums due from the Exhibitor to the Organiser under this agreement and the Organiser may exercise its rights under such lien in lieu of requiring the Exhibitor to remove property under clause 4(a)(iii).

9. In addition to the provisions of clause 4, the Organiser may, if the Exhibitor fails to pay any sum on the due date for payment thereof, apply any amount received by the Organiser from the Exhibitor under

any other agreement in or towards payment of the outstanding amount under this agreement. Further, if under any other agreement between the Organiser and the Exhibitor, the Organiser exercises the right to apply money paid by the Exhibitor to the Organiser under this agreement in or towards payment of moneys outstanding under that other agreement the relevant moneys shall be deemed not to have been paid by the Exhibitor under this agreement.

Use of space

10. This agreement constitutes a licence to use the space and exhibit goods and does not constitute a lease or a tenancy.

11. The Organiser may alter the size, shape or position of the Space in such manner and at such time as the Organiser considers to be in the best interests of the Exhibition as a whole and may at its discretion reduce or refund any payment made or owing by the Exhibitor if the Space is reduced from the area shown in the Particulars.

12. The Exhibitor shall not without the prior written consent of the Organiser:

(a) construct a display stand of a height exceeding two metres (other than in respect of those supplied by the official stand contractor as part of the overall shell scheme);

(b) display any exhibit or product (including demonstration equipment or machinery) from the stand which does not, in the opinion of the Organiser, fall within the subject matter of the Exhibition;

(c) paint or otherwise mark or damage any panels, floors or walls of the Exhibition premises;

(d) bring or allow to be brought onto the Exhibition site any dangerous goods;

(e) hold or allow to be held on the Exhibition site any option, lottery, raffle, sales competition, sales promotion scheme, game of chance or side-show;

(f) sublicense, assign, share or part with possession of the Space or any part thereof;

(g) operate any machinery or equipment or operate the Space in such a manner as, in the Organiser's opinion, may cause a nuisance or annoyance to other exhibitors or any persons attending the Exhibition;

(h) do any act which, in the opinion of the Organiser, may bring discredit upon the Exhibition;

(i) distribute any handbill, advertisement or other printed matter in connection with the Exhibition.

13. The Exhibitor shall:

(a) comply with all laws and the requirements of all lawful authorities in relation to the erection and operation of a stand in, and the use of, the Space;

(b) keep the stand open to view and properly staffed by competent representatives during the Exhibition;

(c) keep the display space properly maintained and clean;

(d) conduct its business only from the Space;

(e) keep passageways adjacent to the Space free from obstruction;

(f) comply with all rules prescribed by the Organiser in relation to the operation of the Exhibition or by the owner/lessor of the Exhibition site in relation to its use for the Exhibition;

(g) ensure that the Space is ready with all exhibits for display and completed by such time as is notified by the Organiser to the Exhibitor;

(h) ensure that passes supplied for the exclusive use of the Exhibitor are not used by unauthorised persons or are otherwise misused.

14. The Exhibitor acknowledges that the owner/lessor of the Exhibition site may require that any water, electricity or gas supply, installation and connections in respect of the Exhibition, if required by the Exhibitor, be carried out by a nominated contractor and the cost thereof shall be borne by the Exhibitor.

15. The Organiser has the right to approve the design and operation of the stand and exhibits to be supplied by the Exhibitor. Any stand or exhibit erected without such approval shall be removed or altered by the Exhibitor as required by the Organiser or, the Organiser may remove or alter the stand or exhibit. The Exhibitor shall pay any costs incurred by the Organiser in relation thereto. The Organiser shall not be liable to the Exhibitor for any loss or damage suffered by the Exhibitor arising from the exercise by the Organiser of its rights under this clause.

Miscellaneous

16. The Organiser may, in its absolute discretion, refuse admission to the Exhibition by any person.

17. The Organiser has the exclusive right to distribute photographs and other promotional material in respect of the Exhibition and may produce an official catalogue for the Exhibition, listing exhibitors and exhibits, but shall have no responsibility to the Exhibitor or any other person for any omission, mis-description or other error in such material.

18. The Organiser gives no warranty as to the type or extent of promotion of the Exhibition nor anticipated attendance numbers.

19. If the holding of the Exhibition or the supply of any Services by the Organiser is prevented, postponed or abandoned for any reason or the Exhibition site becomes unavailable for the holding of the Exhibition, the Organiser may by written notice to the Exhibitor terminate this contract, in which event:

(a) the Organiser at its discretion shall either refund to the Exhibitor any moneys paid by the Exhibitor or shall hold or transfer any moneys paid by the Exhibitor to a similar show within the next twelve months;

(b) the Organiser shall not be liable to the Exhibitor either in agreement, tort or otherwise in respect of any cost, expense or loss suffered by the Exhibitor as a result of such event.

20. The Organiser shall be under no liability for any loss or damage to any property of the Exhibitor or any other person, whether or not caused in whole or in part by any act or omission of the Organiser, its servants, agents or contractors. The Exhibitor is advised to take out all necessary insurance cover.

21. The Exhibitor authorises:

(a) the Organiser or any third party to collect, use and disclose to any other person any personal information for credit enquiry or debt collection purposes;

(b) the Organiser and its related companies to use any personal information collected for the purposes of marketing their products and services.