

# EXHIBITION ORDER FORM

Exhibitor Name ..... Organiser  
Full Address ..... Oz Flight Sim Expo  
Country ..... Post / Zip Code ..... Australian Business Number 49 415 619 415  
Telephone ..... Facsimile ..... 27 Burwood Road Everton Park QLD 4053  
Email ..... Telephone +61 7 3355 9159  
Contact Person ..... Email [rossco@ozflightsimexpo.com](mailto:rossco@ozflightsimexpo.com)  
Title .....

**Please return the completed form to the Email address supplied above.**

Please Note: All correspondence will be sent to the contact person nominated above at the EMAIL address supplied.

Attention is directed to the **Agreement Terms** and the **General Conditions of Exhibition**

The abovenamed Exhibitor hereby applies to exhibit at the Australasian Aerospace & Simulation Expo. Please select participation level below

**Commercial Vendor – Organisation**     **Recognised Non profit club or association: \$50 Participation Fee applies**

**INDOOR EXHIBITION** FRI 19SEPT Bump-in and Trade night; SAT 20SEPT & SUN 21SEPT.

Colin Meagher Pavillion 3m x 3m Booth     Colin Meagher Pavillion 6m x 3m Booth

**Please note that Colin Meagher 6m x 3m Booths are subject to availability**

**BOOTH NUMBER**

**INFOLEAD TRACKER & MANAGEMENT APPLICATION**  
\$205 for 2 days – includes scanner and equipment plus access to InfoLead Management Application.   

## EXHIBITOR REQUIREMENTS

Power 10amp     Power 15amp     Power 3 phase    Audio Visual Equipment     Data Projector     TV/Monitor Other: \_\_\_\_\_

## AGREEMENT TERMS

1. The Exhibitor hereby acknowledges and agrees that, if this Exhibition Order is accepted by Oz Flight Sim Expo (hereinafter called the "Organiser"), and upon such acceptance, a binding agreement will arise between the Exhibitor and the Organiser on the terms and conditions set out herein.

2. The Organiser will invoice the Exhibitor for the full amount of the exhibition charges which the Exhibitor agrees to pay forthwith.

3. The Exhibitor agrees that the Exhibitor will be bound by the General Conditions of Exhibition published by the Organiser in respect of the 2008 Australasian Aerospace & Simulation Exposition. The Exhibitor and its employees, servants, agents and/or contractors will be bound by the General Conditions of Exhibition and Regulations, including all amendments to such regulations made by the Organiser, and all other directions and Instructions that maybe issued by the Organiser and/or its officials.

The said General Conditions of Exhibition are included in this Exhibition Order form, on the Expo website and Forum

4. The Exhibitor hereby agrees to indemnify the Organiser (and its members, officials, servants and agents) against all loss or damage which they or any of them may sustain as a result of any non-compliance by the Exhibitor or by the Exhibitor's employees, servants, agents or contractors with the "General Conditions of Exhibition", and any other instruction or direction that may be issued by the Organiser or its officials.

## CANCELLATION POLICY

In the event of an Exhibitor's withdrawal from the Exposition, all payments made by the withdrawing Exhibitor shall be forfeited and, although the Organiser may endeavour to rebook any exhibition space ordered by the withdrawing Exhibitor, any such re-booking will not entitle the withdrawing Exhibitor to a refund of payment made, or a release from, any sums for which the withdrawing Exhibitor has become liable.

Signed for on behalf of the Exhibitor who is a person duly authorized by the Exhibitor for this purpose.

Signature

\_\_\_\_\_

Name of Signatory:

\_\_\_\_\_

Position:

\_\_\_\_\_

Date:

\_\_\_\_\_

Telephone:

# GENERAL CONDITIONS OF EXHIBITION

## 1. ORGANISER

In these General Conditions of Exhibition, the term "Organiser" refers to the Oz Flight Sim Expo (ABN 49 415 619 415)

## 2. EXPOSITION

In these General Conditions of Exhibition, the term "Exposition" refers to the 2008 Australian Simulation Exposition. The Exposition is presented, produced, managed, staged and conducted by the Organiser.

## 3. ACCEPTANCE OF EXHIBITION ORDER

The Organiser reserves the right to decline any Exhibition Order. Within a reasonable period of time from receipt by the Organiser of the Exhibition Order Form signed by or on behalf of the Exhibitor, the Organiser will notify the Exhibitor in writing as to whether or not such Exhibition Order is accepted by the Organiser. Until such written notification to the Exhibitor by the Organiser of the Organiser's acceptance of the Exhibition Order, no binding legal commitment shall be deemed to arise on the part of the Organiser.

## 4. PRICES

All prices are in Australian dollars (A\$) and include Goods and Services Tax (GST).

The Organiser reserves the right to vary prices at any time prior to the opening of the Exposition if there is any significant increase in costs in connection with conducting the Exposition.

## 5. PAYMENT TERMS

Upon receipt of the Exhibition Order Form, the Organiser will invoice the Exhibitor for the full amount of the fees applicable. Payment is due within 7 days of the invoice issue date. This is to secure the venue and booth structures, and will confirm the Exhibitor's participation in the Expo.

## 6. ALLOCATION OF SPACE

Exhibition space will be allocated by the Organiser to meet considerations of the exhibition layout. The Organiser, where possible and without any obligation, will endeavour to allocate exhibition space and positioning in accordance with priority of receipt of Exhibition Order Forms. Exhibitors will be notified of their exhibition space allocation following the closing date for receipt of Exhibition Order Forms. The Organiser reserves the right, at the discretion of the Organiser, to vary exhibition space allocations and positions at any time.

## 7. PROHIBITION ON ASSIGNMENT

No part of any space allocated to any Exhibitor may be transferred, assigned, sub-let or shared with any other Exhibitor or any other person or corporation or entity without the prior written consent of the Organiser.

## 8. PRESENTATION OF EXHIBITS

Exhibitors are required to maintain and staff their exhibits and stands throughout the complete period of the Exposition (19-21 September 2008 inclusive).

## 9. VARIATION

The Organiser reserves the right to make any alterations that may be considered reasonably necessary to the nature, method of construction, positions or size of exhibition stands, hospitality structures or facilities and to make other variations considered reasonably necessary by the Organiser in connection with the Exposition.

## 10. LIABILITIES, RELEASES AND INDEMNITIES

To the extent permitted by law: -

- (a) Unless otherwise herein provided, Exhibitors, their contractors and their respective Personnel participate in the Exposition at their own risk;
- (b) No liability will be accepted by the Organiser, for loss or damage to any exhibit, equipment or other property of Exhibitors, their contractors or their respective Personnel at any time;
- (c) No liability will be incurred or accepted by the Organiser to the Exhibitor, its contractors or their respective Personnel (and the Organiser and its Personnel will be released, discharged and indemnified by the Exhibitor from and against all liability by the Organiser or its Personnel to the Exhibitor, its contractors and their respective Personnel) in respect of direct or indirect damage, loss or injury to person or property, howsoever caused, arising from: -
  - (i) acts or omissions of any person, corporation or entity other than unlawful or negligent acts or omissions directly and personally committed by the Organiser or its Personnel,
  - (ii) theft, malicious damage, terrorism or other unlawful acts,
  - (iii) fire, storm, tempest, wind, flood or other weather related occurrence,
  - (iv) acts or omissions by visitors, patrons, attendees, invitees, Exhibitors, Exhibitors' Personnel, contractors, suppliers, licensees, or other Participants involved with, in or at the Exposition; or
  - (v) acts or omissions of trespassers upon the venue for the Exposition;
- (d) Except where the damage, loss or injury to property or person is:-
  - (i) directly caused by unlawful or negligent act or omission directly and personally committed by the Organiser (or its Personnel), or
  - (ii) a direct consequence of a breach by the Organiser of these General Conditions of Exhibition, the Exhibitor will indemnify, release and hold harmless the Organiser (and its Personnel) against and from all claims for direct or indirect damage, loss or injury to property (including the Exhibitor's own and that of third parties) or persons, caused by, arising out of or related to the participation by the Exhibitor, its contractors or their respective Personnel in or at the Exposition
- (e) No liability will be incurred or accepted by any of the Related Bodies Corporate of the Organiser or their respective Personnel to the Exhibitor, its contractors or their respective Personnel (and each Related Body Corporate of the Organiser and the Personnel of each said Related Body Corporate will be released, discharged and indemnified by the Exhibitor from and against all liability by the Related Body Corporate or its Personnel to the Exhibitor, its contractors and their respective Personnel) in respect of direct or indirect damage, loss or injury to personal property, howsoever caused, arising from:-
  - (i) acts or omissions of any person, corporation or entity other than acts or omissions directly or personally committed by that Related Body Corporate of the Organiser or the Personnel of such Related Body Corporate;
  - (ii) theft, malicious damage, terrorism or other unlawful acts,
  - (iii) fire, storm, tempest, wind, flood or other weather related occurrence,
  - (iv) acts or omissions by visitors, patrons, attendees, invitees, Exhibitors, Exhibitors' Personnel, Displayers, Displayers' Personnel, contractors, suppliers, licensees, performers or other Participants involved with, in or at the Exposition; or
  - (v) acts or omissions of trespassers upon the venue for the Exposition
- (g) The Exhibitor will indemnify and hold harmless the Organiser, the Organiser's Related Bodies Corporate and their respective Personnel against and from all direct or indirect damage, loss or injury to property (including the Exhibitor's own and that of third parties) or persons (and all claims in relation to such damage, loss or injury) caused by the Exhibitor, its contractors or their respective Personnel or, without limiting the generality of the foregoing, caused by or arising from:-
  - (i) breach by the Exhibitor of any provision of the Exhibition Order or these General Conditions of Exhibition, or
  - (ii) non-compliance by the Exhibitor, its contractors or their respective Personnel with the provisions of any Exhibition Regulations promulgated by the Organiser in respect of the Exposition, or
  - (iii) any unlawful, negligent or wrongful act or omission of the Exhibitor, its contractors or their respective Personnel.