

TERMS & CONDITIONS

This Agreement sets out the terms and conditions of trading at the Australian Rowing Championships 2023 granted by Rowing Australia Ltd (RA) to the Exhibitor.

IMPORTANT

- i. Please read these terms and conditions carefully.
- ii. By submitting your booking form you acknowledge and agree that you are submitting a proposal to RA, and that RA may accept or decline that proposal. If RA does accept that proposal by providing the Booking Confirmation, then the relationship between you (the Exhibitor) and RA shall be governed by this ARC 2023 Exhibitor Agreement, including the Terms and Conditions.
- iii. By submitting your booking form you acknowledge and agree that you have read, fully understand and will be bound by and observe this ARC 2023 Exhibitor Agreement, including these Terms and Conditions.
- iv. All bookings made with RA for the ARC Event are made subject to these terms and conditions and the person making the booking will be deemed to have accepted these Terms and Conditions on behalf of all persons representing or in connection to the Exhibitor for the booking, and at the Event

INTERPRETATION

1. Definitions

The following definitions apply in this ARC 2023 Exhibitor Agreement, including these Terms and Conditions, unless the context otherwise requires.

“Agreement” means this legal agreement between the Exhibitor and RA, including its terms and conditions and its schedules and annexures, including the Booking Confirmation;

“Booking Confirmation” means the confirmed details of the booking for the Exhibitor, as confirmed by RA to the Exhibitor, and which forms part of these Terms and Conditions;

“Business” means the sale of approved products as described in the Booking Confirmation and conducted by the Exhibitor from the Exhibitor Site;

“Event” means the Australian Rowing Championships (ARC) 2023 to be held at the Champion Lakes Regatta Centre;

“Event Management” means the event owner, RA;

“Exhibitor” means you, the exhibitor that has submitted the ARC 2023 Booking Form for the 2023 Event, whose company details are entered on the booking form, and as detailed in the Booking Confirmation;

“Exhibitor Site” means the site at the Event designated to the Exhibitor by RA in its sole discretion;

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1. Definitions cont.

“**Fee**” means the fee or fees set out in the Booking Confirmation

“**Intellectual Property**” includes but is not limited to business names, copyright, moral rights, patents, Exhibitor marks, copyrights, processes, confidential know-how, registered designs and similar industrial, commercial and intellectual property;

“**RA**” means Rowing Australia Ltd;

“**Venue Induction**” means the online induction form that must be completed by the Exhibitor prior to arrival at the Event to be supplied by RA within 4 weeks prior to bump in.

“**Site Instructions**” means the 2023 Australian Rowing Championships Site Instructions as attached to these Terms and Conditions at Annexure A;

“**Term**” means the period of this Agreement, which commence at the time that RA provides the Booking Confirmation to the Exhibitor, and which continues until 6:00pm Monday 3 April 2023;

“**Trading Hours**” mean the hours for conduct of the Business, which shall be from 7:00am until 5:00pm from Monday 27 March until Sunday 2 April 2023, inclusive, unless otherwise specified by RA.

“**Venue Owner**” means the owner of the venue for the Event, the Champion Lakes Regatta Centre, Perth (CLRC)

2. Agreement - General

(1) Subject to payment of the Fee, RA grants to the Exhibitor permission to conduct the Business from the allocated Exhibitor Site.

(2) The Exhibitor must pay the Fee in full prior to the commencement of the Event. The Agreement is for the Term, unless terminated earlier under Clause 2.4 or 2.5 of this Agreement. If there is failure to pay the Fee in full the exhibitor forfeits their space at ARC 2023.

(3) The Exhibitors booking is not confirmed and/or secured until all monies are paid in accordance to the payment schedule outlined on the booking form.

(4) RA may terminate this Agreement at any time without notice and with the following monetary penalty if;

- a) The Exhibitor is in breach of this Agreement, Event Management reserves the right to keep all monies paid.
- b) The Exhibitor is likely to become, in RA's sole opinion, insolvent then RA reserves the right to keep all monies paid.

(5) In the case of the agreement being terminated by the Exhibitor;

- a) and the site is re allocated by RA, Event Management will keep 30% of the Fees and will refund all other monies paid;
- b) And RA does not reallocate the site, the Event Management reserves the right to keep all monies paid.

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2. Agreement – General cont.

(6) It is the responsibility of the Exhibitor to ensure that the marquee and all other products and materials contained within the allocated Exhibitor Site are secured, including securely closing and lacing all access points to the marquee and the placement of anchor bars around the base of the access to the marquee. The Exhibitor is responsible for the safety and security of all personnel (including spectators, participants and patrons) within the Exhibitor Site.

(7) The Exhibitor will be supplied with power and lighting as specified in Booking Confirmation. No other lighting or power usage will be permitted without the prior written approval of Event Management.

(8) The Exhibitor will be provided with the official access parking pass for a vehicle to the island for drop off and collection only during the event. The exhibitor will also be provided with an official parking pass to park in the 'P1' Parking area on the Northern Bank during the event.

(9) It is the responsibility of the Exhibitor to obey all directions given by the Event Management and obtain further information or seek any clarifications relevant to this Agreement.

(10) The Exhibitor acknowledges that RA does not offer exclusivity on any products unless the Exhibitor is in a sponsorship or contractual arrangement with the Event which specifies such exclusivity

(11) The Exhibitor will comply with the ARC and Champion Lakes Regatta Centre Venue terms and conditions as attached to this Agreement at Annexure A

- a) The Exhibitor warrants that it and each of its officers, agents and personnel has read, understood and agree to comply with the Site Instructions to ensure a safe working environment for all those on site at the 2023 Australian Rowing Championships.
- b) The Exhibitor warrants that it and each of its officers, agents and personnel will have read, understood and agreed to comply with the CLRC Venue Induction prior to bump in to ensure a safe working environment for all those on site at the 2023 Australian Rowing Championships.

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3. Terms and Conditions

The Exhibitor agrees:

(1) To set up the Business in the Exhibitor Site;

(2) Not to use, or permit the use of the Exhibitor Site for any purpose other than carrying on the Business;

(3) To sell only the products listed as approved for sale as specified in the Exhibitor Term Sheet unless written approval is obtained. The Exhibitor acknowledges and agrees that sale of non-approved items may result in the closure of the entire Exhibitor Site, and that RA has the authority to close the Exhibitor Site and to retain all monies paid by the Exhibitor in such circumstances;

(4) Not to invite the public to make donations or purchase raffle tickets from the Exhibitor Site;

(5) Not to brand any item with the name, logo, imagery or associated Intellectual Property of the event including without limitation 'Nationals 2023', '2023 Nationals', 'Perth 2023', 'ARC 2023', 'Australian Rowing Championships 2023', and any associated terms;

(6) To ensure that the Exhibitor Site is maintained in good condition and in a good state of repair at all times during the Event;

(7) To make good any damage to the Exhibitor Site or the venue when the damage is caused directly or indirectly by the Exhibitor or the Exhibitor's occupation of the Exhibitor Site;

(8) To ensure that any products brought on site are stored in such a manner that they do not attract vermin and pests;

(9) To ensure that the Exhibitor Site is maintained in a clean, tidy and professional condition for the duration of the Event;

(10) To comply with environmental best practice and ensure that all rubbish and waste is disposed of in the receptacles provided;

(11) To ensure that all boxes are flattened and placed in the appropriate receptacles provided;

(12) To ensure that courtesy is maintained by all those parties involved in the running and operation of the Business during the Term;

(13) To ensure the Business is open during the Trading Hours as specified in this Agreement;

(14) To observe and comply with the requirements of all statutes, ordinances, regulations, notices, orders, terms, conditions, licensing and directions that are applicable to the Business;

(15) To comply with current Work Health Regulations and WH&S recommendations under WA Work Cover Legislation including all electrical leads and appliances being tagged and tested;

(16) Not to make false or misleading representations concerning the place of origin of goods;

(17) To observe and comply with all requirements of all relevant authorities and laws in relation to fire safety;

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3. Terms and Conditions cont.

(18) Not to allow any livestock or any dog, cat or other animal, whether domestic or exotic, to be brought onto or kept at the Exhibitor Site

(19) Not to transfer, sublet or assign the Exhibitor Site without the prior written consent of the Event Management;

(20) That the Event Management may at any time in consultation with the Exhibitor and without incurring any liability allocate an alternative Exhibitor Site to the Exhibitor;

(21) To comply with the bump-in and bump-out dates as specified at Annexure A

(22) To provide access at all times to Event Management for onsite audits for the purpose of checking compliance with this Agreement;

(23) To not store goods, palettes, cartons or rubbish outside the Exhibitor Site. All equipment and goods associated with the Exhibitor Site must be housed within the structure, and no items, including promotional material, can be left outside the allocated Exhibitor Site. Any equipment or goods found outside the designated Exhibitor Site may be confiscated by Event Management;

(24) To always wear neat casual dress or the Exhibitor's approved corporate uniform;

(25) To only display the one exterior or front fascia sign provided;

(26) Not to display any other external signage or decoration without the prior written consent of the Event Management. Interior signage (at the Exhibitor's own cost) may be positioned within the Exhibitor Site or marquee;

(27) To ensure that the Exhibitor Site is clear of obstructions and trip hazards;

(28) To keep the Exhibitor Site clean and in good repair, order and condition at all times to ensure that at the expiry of the Term the Exhibitor Site and surrounds are in the same repair order and condition as immediately prior to the commencement of the Event;

(29) To onsite inspections by the Event Management at the completion of the Exhibitors bump out, to ensure that it is in the same condition as prior to the move in date and if the Event Management deems that additional cleaning is required the cost of such cleaning shall be paid by the Exhibitor;

(30) To Event Management entering the Exhibitor Site to exercise its rights or meet its obligations to carry out repairs, maintenance alterations, or other works to the space;

(31) To permitting Event Management to photograph or film the Exhibitor Site. Any such photographs and/or footage will be owned by Event Management to be used entirely at its discretion;

(32) To behave honestly, reliably and with integrity at all times;

(33) Not to promote or solicit its own views on the Event policies and procedures, business enterprise, Event Management, political agendas or religious beliefs;

(34) Not to speak to any media source, without prior approval from Event Management;

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3. Terms and Conditions cont.

(35) To treat everyone with respect and courtesy and without harassment or discrimination;

(36) To comply with any lawful and reasonable directions given by Event Management;

(37) At all times behave in a way that upholds the values, integrity and reputation of Event Management and the Event.

(38) Not to smoke in any public area. Exhibitors are required to use the dedicated smoking areas when smoking.

(39) It is the responsibility of the Exhibitor to obey all directions given by the Event Management and obtain further information or seek any clarifications relevant to this Agreement.

(40) The Exhibitor acknowledges that RA does not offer exclusivity on any products unless the Exhibitor is in a sponsorship or contractual arrangement with the Event

(41) The Exhibitor warrants that it and each of its personnel has read, understood and agree to comply with the Site Instructions to ensure a safe working environment for all those on site at the Event

(42) The Exhibitor warrants that it and each of its personnel has read, understood and agree to comply with the CLRC Venue Induction to ensure a safe working environment for all those on site at the Event

4. Insurance

(1) The Exhibitor must effect and maintain with a reputable insurer during the Term:

- a) public liability insurance for the sum of no less than \$20 million dollars per incident and present a current Certificate of Currency to RA prior to the bump-in period;
- b) workers' compensation insurance as required by law and present a current Certificate of Currency to RA prior to the bump-in period;
- c) products liability as required, and present a current Certificate of Currency to RA prior to the bump-in period; and
- d) any other type of insurance the Venue Owner or RA may reasonably so direct from time to time.

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5. Liability

(1) The Exhibitor indemnifies RA, its officers, employees, agents and contractors against all claims, damages, costs, losses, liabilities and expenses (on a solicitor and own client basis and whether incurred by or awarded against RA, its officers, employees, contractors or agents) arising out of or in connection with:

- a) any breach of this Agreement by the Exhibitor, including any breach of warranty and any breach in respect of which RA exercises a right to terminate this Agreement; or
- b) Any wrongful, unlawful or negligent act or omission of the Exhibitor, its officers, employees, agents or contractors.

(2) This indemnity is a continuing obligation, separate and independent from the other obligations of the Exhibitor. It is not necessary for RA to incur expense or make payment before enforcing this indemnity

6. Event Management

(1) Event Management will not be responsible for any loss or damage by Exhibitors, their equipment or vehicles, or to property owned by other Exhibitors, contractors, or the ARC,

(2) Event Management will not guarantee attendances and will not be liable for any loss of profit or custom incurred by the Exhibitor or for the refund of any site fees if the event does not proceed for any or all of the hours programmed for any reason

(3) Event Management will not be responsible for providing equipment for Exhibitor other than that stated in the Booking Confirmation

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ANNEXURE A

2023 SITE INSTRUCTIONS AND BUMP IN /OUT INFORMATION

Rowing Australia Contact	Cassia Petridis, Event Operations, 0452 272 977
Bump In	From 9am Sunday 26 March 2023
Bump Out	From 5pm Sunday 3 April 2023
Access Hours	7am - 6pm
Location	Champion Lakes Regatta Centre, Henley Drive, WA
Notes For Arrival	Please ensure WHS and induction form are completed.
Event Dates	Monday 27 March - Sunday 2 April 2023

Site Instructions

Prior to conducting any work within the Australian Rowing Championships (ARC) event site (CLRC) between the periods specified above, including construction, maintenance and deliveries, all personnel working or entering the site are required to read, understand and agree to the following instructions:

1) At least one member of the management team or a representative will be on site daily during the above dates.

2) Ambulance Service Australia will provide first aid services from 8am – 4pm Monday March 20 – Saturday March 26 and then throughout the event. First Aid will be located in the medical building on the island just near the finish tower. All incidents and accidents must be reported immediately to the Site Manager or Site Office.

4) On arrival at the CLRC, you will be required to report to the Site Office to sign in and receive any necessary instructions. The Site Office is located in the RowingWA Maintenance Shed.

5) The site is to be considered a construction zone during the bump-in and bump-out dates. During these periods, be aware that trucks, forklifts and other vehicles may be moving around the site and the speed limit during this time is **20kmh**. Hi-vis vests must be worn during bump-in and bump-out.

6) Hazard lights must also be used when driving off designated roadways within the CLRC site. Be aware that there could be multiple contractors, workers, traders and suppliers on site at any given time.

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Site Instructions Continued.

6) Work is only permitted between 7am and 6pm unless authorised by Event and/or Venue Management.

7) Please drive only on the sealed surfaces. **DO NOT DRIVE ON THE GRASS or WET AREAS** unless otherwise permitted by Event and/or Venue Management. The cost to remedy any damage caused to CLRC infrastructure, flora and grass will be the responsibility of the person or organisation responsible for causing the damage. Any incident must be reported immediately to Event and/or Venue Management.

8) No person is permitted to tamper with any power or water supply on site. Please ask for assistance from Event and/or Venue Management if power and/or water are required.

9) Children should not be brought into the event site while it is a construction zone.

10) No person is permitted to consume alcohol or any prohibited substance while working on site at event site. If, in the opinion of Event and/or Venue Management, you or members of your organisation are intoxicated, or behaving in a manner deemed inappropriate, Event and/or Venue Management have the right to refuse entry or have the person removed from the site.

11) Deliveries to sites can take place from the first day of your approved set-up. Please direct deliveries and/or couriers to the ARC Site Office in the RowingWA Maintenance Shed, Champion Lakes Regatta Centre, Henley Drive Champion Lakes.

12) Not all areas are accessible by delivery vans and trucks. If arrangements have been made for the delivery of heavy goods then prior arrangements to confirm access and drop off points must be organised with Event and/or Venue Management.

13) Please observe all Work Health and Safety standards and Worksafe WA guidelines including, but not limited to;

- a) The use of hi-vis safety apparel, covered footwear and other personal protective equipment
- b) Only operate equipment or machinery if you are authorised and properly trained/licensed to do so
- c) All electrical leads or appliances used on site must be tested with current tagging
- d) Gas cylinders must have a current date stamp, be secured in an upright position and located away from ignition sources in well ventilated areas.
- e) WA Workcover inspectors may visit the site and can stop work for non compliance.
- f) Due diligence and 'duty of care' requires everyone involved to be committed to carry out their legal duties, assess the risks and hazards within the site on an on-going basis and take all reasonable precautions with respect to those risks to prevent harm.

14) General rubbish bins and recycling bins are provided around the site during the event. It is the responsibility of all those working on site to dispose of all rubbish responsibly or to remove it from the event site and dispose appropriately.

15) During event hours, and until authorised by Event and/or Venue Management, vehicles are strictly prohibited from entering the event site.

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