

25 - 28 FEBRUARY 2012

# home & giving

F A I R

*sydney  
showgrounds*

**TERMS & CONDITIONS  
STAND BOOKING FORM**

**CASUAL EXHIBITOR ONLY**

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Proudly presented by

**AUSTRALIAN  
Gift & Homewares  
ASSOCIATION**

## TERMS & CONDITIONS and STAND BOOKING FORM 25 - 28 FEBRUARY 2012

### TERMS & CONDITIONS

- 1 All references to 'AGHA' in this floorplan booklet mean the Australian Gift & Homewares Association Ltd. All references to 'the Exhibitor' are to the AGHA member who has signed and returned a copy of this document to AGHA.
- 2 AGHA reserves the right (i) to amend, alter or relocate the space or the location of an Exhibitor's stand or alter the arrangement of all stand spaces and (ii) at its option to alter, extend or reduce the dates upon which the exhibition is held.
- 3 The Exhibitor must not assign or allow any other person to use any part or all of the said stand space.
- 4 Stand display, sampling and demonstrations are to be in keeping with the standard and atmosphere of the Fair. AGHA reserves the right to reject any display, sampling or demonstration and to take any necessary steps to stop any disturbance or nuisance during the Fair.
- 5 The Exhibitor warrants to AGHA that the display of any product, brand, mark, name or other material will not infringe the copyright or other intellectual property or contractual rights of any other person or corporation, or defame anyone, or constitute a breach of any statutory or common law obligation owed to any other party.
- 6 The Exhibitor must not visit another Exhibitor's stand, or take another Exhibitor's brochures or price lists, without permission. No photographs may be taken at the Fair without AGHA approval.
- 7 All stand displays **must be completed by 6pm** of the day prior to the Fair and no displays or parts thereof may be dismantled before the closure of the Fair. AGHA may impose a charge of \$50 per 30 minutes per company beyond the designated finishing time.
- 8 The Exhibitor will be liable for any damages to walls or floors of the building in which his/her exhibit is housed and shall not paint or otherwise alter the floor or walls.
- 9 **Payments must be made by the due dates as set out in the Stand Contract.** If the payment schedule is not met or there are any other outstanding amounts owed to AGHA, the Exhibitor will **not** be permitted to exhibit, may forfeit all monies previously paid and the space may be resold.
- 10 In the event the Exhibitor shall fail to occupy the said space, AGHA is authorised to occupy or cause the said space to be occupied in such manner as it may deem best for the interest of the Fair without releasing the Exhibitor from any financial liability hereunto.
- 11 AGHA shall not under any circumstances be liable or responsible in any way whatsoever for damage to exhibits by loss, damage, theft, fire, water, storms, strikes, riots or any other cause whatsoever and it shall be a precondition of this agreement that the Exhibitor must arrange its own insurance of the exhibit to cover loss or damage by any of the above mentioned means. The Exhibitor shall take out a Public Liability Policy with a reputable insurer. This must be for an amount not less than \$20,000,000 (twenty million dollars). A condition of the booking is that cover must be in place and a copy of same must be provided to AGHA prior to the Exhibitor obtaining access to the venue. This insurance must take effect from the first day of move-in to the final day of move-out.
- 12 The Exhibitor will not be entitled to any refund of the Stand Space Fee or any other money paid pursuant to this agreement or to any compensation or damages whatsoever by reason of cancellation of the Fair

because of industrial action, blackouts, force of nature, or the termination or cancellation, for any reason, of any contract or arrangement with any other party pursuant to which AGHA would otherwise have been entitled to conduct the Fair, or by reason of any other cause (other than a negligent act or omission of AGHA) provided that AGHA may, in its absolute discretion, refund any amounts it considers appropriate.

- 13 A Stand Contract is produced in duplicate and the Exhibitor must retain a copy and return the signed office copy to AGHA within 7 days to indicate acceptance of the space allocated. If it is not returned the space may be reallocated.**
- 14** Should any of these rules and conditions be infringed, the Exhibitor is liable to forfeit his/her allocated space, and any monies paid.
- 15** No credits will be considered unless AGHA's staff is advised prior to the start of the Fair.
- 16 If the Exhibitor is indebted or liable to AGHA on any account whatsoever, then AGHA reserves the right to apply any payments received by AGHA from the Exhibitor in or towards satisfaction of such other debts or liabilities.**
- 17** The allocation of stand space is subject to AGHA finalising contracts and arrangements with a third party or third parties pursuant to which AGHA will be entitled to conduct the Fair at the stated venue/s.
- 18** The following 'Important Information about Exhibiting' section and diagrams are included in the Terms and Conditions.

## IMPORTANT INFORMATION ABOUT EXHIBITING

## ADVERTISING INFORMATION

Advertising rates for the Home & Giving Catalogue will be released at a later date and will be made available to download from the Member Login of the AGHA website at [www.agha.com.au](http://www.agha.com.au)

## STAND ALLOCATION

Please go to the Member Login at [www.agha.com.au](http://www.agha.com.au) or [www.homeandgiving.com](http://www.homeandgiving.com) to view the February 2012 floorplan of the Sydney Showgrounds.

AGHA has a system for the allocation of its Trade Fairs including the option to sign up to a Multi-Fair or Multi-Year Agreement. Depending on the term and type of agreement that is signed, the price per square metre will vary. Please see 'Stand Charges' for more information on the pricing system. If you are interested in signing a Multi-Fair or Multi-Year Agreement with AGHA please refer to the Expression of Interest Form that is located in the Members Login at [www.agha.com.au](http://www.agha.com.au) or at [www.homeandgiving.com](http://www.homeandgiving.com).

AGHA's allocation procedures will be in accordance with AGHA's Key Exhibitor Program, its Trade Fair Allocation and Trade Fair Points Policies. These policies are available at the Member Login of AGHA's website [www.agha.com.au](http://www.agha.com.au).

To express your interest in exhibiting with AGHA as a 'Casual Exhibitor' in February 2012 please complete and return the **Stand Booking Form** at the rear of this document.

Please note, that stand allocation for Casual Exhibitors (those exhibitors who have chosen not to enter a Multi-Fair or Multi-Year Agreement with AGHA) will not commence until the stand allocation has been completed for Multi-Fair Exhibitors.

Stand Allocation is at AGHA's sole discretion. Please return your Stand Booking Form promptly as the date of return may impact on your stand allocation.

The Stand Booking Form is an indication only of the type of stand you are interested in – specifics will be discussed and agreed upon between the Exhibiting Member and AGHA. Additional notes of stand requests however can be made by contacting AGHA with an accompanying letter or a separate email to [info@homeandgiving.com](mailto:info@homeandgiving.com).

## CANCELLATION FEES

All cancellations or withdrawals must be made to the Trade Fair Team in writing by mail, fax or email.

Please note details below:

Fax: 02 9746 9955

Email: [info@homeandgiving.com](mailto:info@homeandgiving.com)

Mail: Locked Bag 103 SILVERWATER NEW 1811

\$110.00 of your \$605.00 Stand Booking Fee is NON REFUNDABLE which covers the administration fee. This fee also applies if withdrawing prior to being issued a Stand Contract.

After space has been allocated the following fees will apply:

- a. Exhibitors who have been issued a Stand Contract and cancel within the 7 day return date of the Stand Contract will be charged \$110.00 with a refund of \$495.00 of the Booking Fee of \$605.00.
- b. Exhibitors who cancel after the 7 day return period and prior to the Home & Giving Catalogue print deadline will forfeit the total Booking Fee of \$605.00
- c. Exhibitors who cancel after the Home & Giving Catalogue print deadline incur 100% of their total stand cost.

## FASCIA NAMES

It is the AGHA member who exhibits. All contracts and invoices related to your stand will be addressed to the ABN entity name that holds the membership with AGHA.

Your fascia name is the name that you will be exhibiting under and will be the name that appears in the Home & Giving Catalogue, on the Home & Giving website and on the fascia board on your stand at the Fair.

If the trading/business name that you wish to be known as is different to that of your ABN entity name that your AGHA membership is under then it must be linked to your ABN entity name.

All fascia names must either be the ABN entity name itself, or a trademark name, or any trading/business name that has been officially linked to the ABN entity name. Please type in your ABN through this website, [www.abr.business.gov.au](http://www.abr.business.gov.au), to check if the trading name is valid for use.

No fascia name changes or new allocations will be included in the Home & Giving Fair Catalogue after the print deadline. Those members allocated after this date will be listed on the Home & Giving Fair Website via the Interactive Planner and will be included in the Addendum.

## FLYERS

AGHA will provide all exhibiting companies with promotional flyers to send to their customers. The DL sized flyer contains important information on the Fair including - dates and times of the Fair; location information and map; information on registering to attend and provision for exhibitors to personalise them and/or include your stand number so that your visitors can find you. They are an extremely cost-effective way in which to invite your customers to the Fair and can only be requested in the marked section on the Stand Booking Form or Stand Request Form.

## INSURANCE

### Public Liability Insurance

You will not be permitted to exhibit without compulsory Public Liability Insurance coverage to the value of - \$20,000,000.00 (twenty million dollars).

AGHA has negotiated a great coverage package for exhibitors. For \$50.00\* you will be provided Public Liability Insurance through AGHA's insurance brokers for the duration of the Fair including move in and move out. This fee is compulsory and will be added to your stand costs unless you lodge with AGHA a Certificate of Currency covering you for Public Liability of \$20,000,000.00 valid until at least 29 February 2012. If you produce your Certificate of Currency prior to the second stand installment deadline date, \$50.00\* will be credited on your invoice subject to your policy being extended to cover your Company whilst exhibiting at any AGHA Trade Fair.

\*This price is subject to variations and an increase in AGHA's negotiated insurance premiums.

### General Insurance

Gift & Homewares Australia shall not under any circumstance be responsible or liable in any way for any loss or damage incurred by the Exhibitors as a consequence of theft, fire, water, storms, strikes, riots or any other cause whatsoever including, without limitation, the termination or cancellation for any reason of any contract or arrangement with any other party pursuant to which AGHA would otherwise have been entitled to conduct the Fair. It shall be a precondition of this agreement that the Exhibitor must arrange its own insurance to cover any such loss of damage.

## OUTSTANDING PAYMENTS

Members who have overdue debts owing to the Association will not be eligible to be allocated a stand until these amounts are settled in full. Members with outstanding amounts owing may also have their **booking cancelled** unless these are settled in full by the due dates. A copy of the AGHA Trade Fairs Payment Policy is available from AGHA on request.

## PILLARS AND UTILITY OUTLETS

As a condition of AGHA entering into a Stand Contract with you, you acknowledge that:

- a. Certain pillars, and utility outlets or other fixed structures may be located wholly or partially within the stand you have been allocated or may be located adjacent to that stand.

- b. You release AGHA from any claims you may have against AGHA arising in any way as a consequence of the location of any supporting pillars, any other structure or utility outlet in the exhibition building. This means that you will have no claim against AGHA for any compensation, or any other claim, arising as a consequence of the location of any supporting pillars or any other structure in the exhibition buildings; and
- c. The expressions “claim” or “claims” include all claims, causes of action, suits, proceedings, demands and costs.

## STAND CHARGES

AGHA Home & Giving Fair Exhibition Charges (effective July 2011)			
Contract Term	No. of fairs per year	Price*	Discount
<b>1 year - Casual Exhibitor</b>	<b>1 Fair</b>	<b>\$383m<sup>2</sup> (ex GST)</b>	
2 years	1 Fair	\$347m <sup>2</sup> (ex GST)	10%
3 years	1 Fair	\$333m <sup>2</sup> (ex GST)	15%
1 year	2 Fairs	\$347m <sup>2</sup> (ex GST)	10%
2 years	2 Fairs	\$314m <sup>2</sup> (ex GST)	19%
3 years	2 Fairs	\$280m <sup>2</sup> (ex GST)	27%

Space is charged per square metre at the rates shown in the above table according to the Contract Term you are signed to. \*Price includes shell scheme, fascia, a 10 amp power point and standard floor covering.

Additional costs are noted below:

- Administration Fee of \$110 including GST.
- Promotional Fee of \$275 including GST – includes listing in Home & Giving catalogue or the Home & Giving Fair Website, Flyers and additional marketing initiatives.

Lighting and fixtures are additional and costed individually to order. Any charges for advertisements in the Home & Giving catalogue are also additional.

## STAND INFORMATION

1. For Island, Corner or Peninsula stands any exterior walls adjoining an aisle way must be decorated to ensure they are in keeping with the standard and atmosphere of the Fair without causing any encroachment on the width of an adjoining aisle.
2. Peninsula stand must be a minimum of 24m<sup>2</sup> with a minimum depth of 4m.
3. Stand displays, furniture and sampling etc are not permitted to extend beyond the stand perimeter (i.e.fascia). Stand display height may exceed 2.4m however a written application must be approved by AGHA. Send requests and or plans to [info@homeandgiving.com](mailto:info@homeandgiving.com).
4. Your stand dimensions are external (i.e. please allow for a wall thickness of 2cm either side). Black shell scheme will be provided in all exhibition areas.
5. Permission must be obtained from AGHA prior to the Fair before any rigging may be erected. AGHA reserves the right to ask an exhibitor to modify or remove any rigging not agreed to by AGHA in writing.
6. If released the Howie stands CC10 – CC36 adjoining the glass wall of the Howie Pavilion are „space only, with NO shell scheme being provided. A fascia and a back wall of 1.2 metres can be provided if required.

In addition, these stands will not be permitted to have any walls, shelving, counters, consoles, tables, benches or other structure used to display product which exceed 1.2 metres in height (not including any product displayed upon them). This is to facilitate a „see through nature of these stands to enhance the visual impact for visitors upon arrival at the Fair.

7. Should there be a demand for additional space; the Badgery Pavilion will be made available for allocation.

# Stand Booking Form

Casual Exhibitors only  
Sydney Showgrounds

FEBRUARY 2012  
25 - 28 February

Please complete and send this form to [info@homeandgiving.com](mailto:info@homeandgiving.com) or fax to 02 9746 9955.

Booking Deadline - Friday 8 October 2011

Membership Number

Fascia Name

Only registered business names and trademarks owned by the member company are permitted

Contact Person

Phone

Mobile Phone

Allocation of Casual Exhibitors will commence once all Multi-Fair and Multi-Year Agreements are processed.

FLYERS: Please indicate the number of FREE promotional flyers you require. If none please still indicate.

## Stand Space Requirements (Please indicate below)

Preferred stand size: Length \_\_\_ m x \_\_\_ m or \_\_\_ Total SQM

Length \_\_\_ m x \_\_\_ m or \_\_\_ Total SQM

OR

\*We will endeavour to offer a stand as close to your preferred stand requirements as possible.

COMMENTS: Please indicate if you do/do not wish to be allocated near specific exhibitors and other comments that may assist with your allocation

## Payment Details:

Cheque

\$605 Booking Fee – Paid By:

EFT- Direct Deposit Date \_\_\_/\_\_\_/\_\_\_

Please make sure you include your company name in the description and send us the receipt.

AGHA account details are: **BSB 062 216 Account 10072350 Commonwealth Bank North Strathfield**

Charge my credit card  Mastercard  Visa  Amex

EXPIRY DATE

Please note: There are no credit card charges for amounts of \$605 or below

SIGNATURE

CARD HOLDERS NAME

No stand will be allocated unless the \$605 booking fee accompanies this form.

I understand that bookings are only accepted where accompanied by a \$605 booking fee which is neither refundable nor transferable and that acceptance of the booking fee does not guarantee allocation of a stand. If AGHA is unable to offer a space, it will refund the booking fee. If I withdraw the booking prior to a stand contract being issued to me, the booking fee less \$110 will be refunded. Any objection by me to the stand allocated must be notified to AGHA in writing within seven days of the stand contract being issued to me, in which event the booking fee less \$110 will be refunded. Otherwise, if I withdraw after a stand contract is issued to me, cancellation fees will apply. I have read and understood the whole of the arrangements and procedures set out in the Terms & Conditions and Stand Booking Form ("the document") including, but not limited to, the 'Terms and Conditions' and 'Important Information about Exhibiting' and I acknowledge and agree that if a stand contract is issued to me, I and my company are legally bound thereby. I understand that the expression "You" wherever used in the document includes me, my company, and its respective directors, office holders and principals and I warrant to AGHA that I have the authority to make this booking on the terms set out in the document on their behalf. I warrant that the information provided by me on this form is true and understand that it will be relied on by AGHA.

SIGNATURE

NAME

TITLE IN COMPANY