

TERMS AND CONDITIONS

1 TERMS AND DEFINITIONS USED IN ALL COMMUNICATIONS

- 1.1 **Client** – Any person or business accessing any service.
- 1.2 **DAC** – Developing Australian Communities Pty Ltd (ABN 68 646 184 947).
- 1.3 **Exhibitor** – A paid and confirmed business or individual that is attending in person or virtually to show talk about their work and has paid and been confirmed at any of the events delivered by DAC.
- 1.4 **Exhibit Staff** – The individuals that the Exhibitor has engaged to be present and manage/staff the exhibit space they have purchased. This includes paid staff or volunteers.
- 1.5 **Expo** – Exhibition event for service providers to attend and showcase their own service option through a paid or donated exhibition space.
- 1.6 **NDIS** – National Disability Insurance Scheme.
- 1.7 **Organiser** means DAC.
- 1.8 **Participant** – An individual (child or adult) with a current NDIS plan approved to access Services funded by NDIS.
- 1.9 **Service Provider** – Any business that delivers services to people funded by the National Disability Insurance Scheme (NDIS).
- 1.10 **Sponsor** - A paid and confirmed business that is sponsoring an event and has paid and been confirmed by DAC.
- 1.11 **Virtual Event** – An event or service that is delivered via electronic media instead of face to face.

2 INTERPRETATION

These terms and conditions are governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

In the interpretation of these terms and conditions:

- (b) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (c) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders, and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- (d) Grammatical forms of defined words or phrases have corresponding meanings;
- (e) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Brisbane;
- (f) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

3 EVENT TERMS AND CONDITIONS

- 3.1 DAC are delivering the Expo which includes the venue, allocated and assigned exhibition spaces, advertising for the event and facilitation of the event, each day. The Organiser is not responsible for any other service. The event facilities are managed by the owners of the physical space and as such, all responsibility for the physical location is not the responsibility of the Organiser.
- 3.2 Each potential exhibitor will need to be assessed by the Organiser on a case by case basis.
- 3.3 The Organiser has the complete discretion whether to accept a potential exhibitor.
- 3.4 The Exhibitor must provide the Organiser with timely, accurate and reliable contact information including but not limited to designated venue contact persons, contact number and/or email addresses.
- 3.5 All the Exhibitor's resources and any activity they undertake must occur within the boundaries of their assigned exhibition space.
- 3.6 Exhibitors must not approach people in the audience or in the crowd outside of the assigned exhibition space. This will only occur through the approved concierge staff.
- 3.7 At all times, all Exhibitors and their staff must carry their security and registration documents.
- 3.8 The Organiser reserves the right to alter the positioning and allocations of any Exhibitor space.
- 3.9 The Organiser does not warrant that the event hosted by the Organiser is appropriate for the Exhibitor. It is the Exhibitor's responsibility to determine if the event is suitable for its intended purpose.
- 3.10 The Organiser reserves the right to take photos and/or video images during the event and use these images without the expressed permission in any way as part of its advertising, promotion, social media or in any publication.
- 3.11 If you do not wish your image to be used, you must notify the Organiser prior to the event in writing.
- 3.12 It is a condition that all registered and attending service providers be listed by name and with logo on the event website prior to the event to allow attendees to know who will be exhibiting.
- 3.13 Exhibitors are required to leave their site, rubbish free and in the same state as they were provided prior to set up. Exhibitors are solely responsible for any damage to their site and space including financial responsibility for any repairs or replacements that may need to occur.
- 3.14 All advertising and content submitted to the Organiser produced for each event will be subject to approval by the Organiser prior to publication.
- 3.15 The event set up (Bump In) and dismantling (Bump Out) will be planned and the Exhibitors will be provided with the scheduled time the day, prior to the event. No set up or dismantling of exhibition space is to occur after 10.00am on the first day of the event or before 4:00pm on the second day when the event closes.
- 3.16 During Bump In and Bump Out times, all Exhibitors and their staff must wear high visual vests.
- 3.17 All Exhibitors must be at their exhibit for the full two days of the event.
- 3.18 If you need to leave your exhibition space unattended due to an emergency, you must inform event staff immediately.
- 3.19 The Exhibitors must not sell food or drink at the event. The venue will provide food and drink purchasing options.
- 3.20 The Exhibitor must exercise all due care, skill and attention in relation to the Expo.

3.21 The Exhibitor must comply with all legal requirements as may from time to time apply in relation to the Expo.

4 INSURANCE

4.1 All Exhibitors must have their own Public Liability Insurance of at least \$10,000,000 which must be appropriate for the event and the Expo.

4.2 The Exhibitor must provide the Organiser with current certificates of insurance in order to finalise their booking and/or upon request. The Organiser has the right to reject the insurance on the grounds it does not meet the obligations or because the insurer is not acceptable to the Organiser.

5 SAFETY AND SECURITY

5.1 Exhibitors are solely responsible for all safety, equipment, management and delivery of any service and all persons involved in their exhibition space. It will be the responsibility of all Exhibitors to ensure that all resources, banners and any other items brought to the Expo by them or people they engage are safe.

5.2 Exhibitors are solely responsible for ensuring their electronic devices have safety tagging. If this is found not to be present, the Organiser reserves the right to request it is removed from the premises.

5.3 Exhibitors will be solely responsible for the behaviour of their staff and anyone that they invite to be a part of their exhibition space.

5.4 At all times, Exhibitor spaces must have the Exhibitor staff present to ensure that safety and security is maintained. The Organiser will have staff on the day if you need something brought to you, such as coffee.

5.5 At all times, all Exhibitors must follow any reasonable direction from the Organiser, staff members or exhibition site security during the event. Failure to follow reasonable requests and display of any behaviour that is deemed by the Organiser staff to be inappropriate, breaching community standards or criminal in nature may result in referral to the exhibition site security and police.

5.6 The exhibition site and the Organiser will provide security staff on the day of the exhibition.

5.7 Exhibitor staff must complete any safety tasks, training or introduction topics as required by the venue.

6 CANCELLATIONS, REFUNDS AND UNFORESEEN EVENTS

6.1 If the Organiser cancels the event, the Organiser will provide a full refund to Exhibitors.

6.2 If COVID 19 restrictions are enacted by the Government or other unforeseen events occur, and the event has to be postponed, a second date will be provided and the event will go ahead at that time.

6.3 If Exhibitor does not want to participate in the postponed event, then the Exhibitor has the following choice:

- (a) 50% refund or credit from invoices already paid towards the Organiser's workshop; or
- (b) attend another event run by the Organiser.
- (c) No refunds will be provided for future events in the case of transfers or credit being applied.

6.4 If payment is not received by the due date of the tax invoice, the Organiser reserves the right to reallocate that space to another Exhibitor.

- 6.5 All Exhibitors and Sponsors are confirmed when full payment is received.
- 6.6 Our venues have limited spacing and many of our events sell out. For this reason, we have the absolute discretion whether to allow cancellations and full refunds.
- 6.7 Notwithstanding clause 6.6, if an Exhibitor cannot attend the event, then there will be no refund unless written notice is provided to DAC at least 90 days prior to the event. If an Exhibitor cancels their booking in writing at least 90 days prior to the event and it is approved by DAC, a 30% administrative fee will be retained.
- (a) Transfers and credit for future workshops are excluded from this clause in all circumstances.
- 6.8 If an Exhibitor cannot attend the event, and provides written notice to DAC within 90 days prior to the event, it must outline the reasons for the cancellation.
- 6.9 DAC has the absolute discretion to provide Exhibitors with a partial refund only in extenuating circumstances.
- 6.10 If a Sponsor wishes to withdraw the sponsorship, it will not be entitled to any refund because DAC would have already incurred fees and expenses in relation to the Sponsor.
- 6.11 In the event of a dispute or issue raised there will be a cap on liability equal to or up to the amount paid by the exhibiting service provider already paid.
- 6.12 Sponsorship has the potential to impact the Developing Australian Communities brand positively and negatively. All sponsors, their principles, and behaviours must be in line with NDIS policies, guidelines, and legislation. If any brand damage is caused by a sponsor not following NDIS legislation which results in brand damage to Developing Australian Communities, then Developing Australian Communities reserves the right to remove a sponsor from the expo including all digital and physical media.
- 6.13 If any Sponsor engages in behaviour or is involved in any incident or event that could potentially bring disrepute or result in a negative impact on their reputation and by association the event's reputation and good standing, we reserve the right to cease the agreement. No refund will be provided should this occur.

7 PAYMENT & INSTALLMENT PAYMENT PLAN TERMS

- 7.1 Invoices are to be paid in full on the same day as the event registration is made. Payments can be made via Paypal or through third party instalment plan organisations. Electronic Fund Transfers are acceptable only upon request.
- 7.2 If an invoice is issued, payment must be made in full within 7 days from the issue of the invoice.
- 7.3 If payment exceeds 7 days or more, the invoice will be put on pause.
- 7.4 Invoices are cancelled at the end of the 28th day. Exhibitors will have to re-register to attend the event if there are places remaining.
- 7.5 If a third party is used to provide an instalment payment, you will be held liable to their payment terms and conditions.
- 7.6 Payment must be made in full no less than 14 days prior to the event commencement date.
- 7.7 Term 6.4 will be applied if allocated payment dates in line with the payment schedule are not adhered to.

- 7.8 If payment falls into arrears, services between our two organisations; exhibitor and organiser will cease.
- 7.9 If an exhibitor or sponsor is on a payment plan and there is a default payment where the terms of the payment plan are not adhered to, Developing Australian Communities reserves the right to remove the Sponsor from the expo and all promotions associated with it.
- 7.10 A late payment fee of \$500 may be applied to late payments for any exhibitor or sponsor on a payment plan.

8 Virtual Expo

- 8.1 There is a 7-day cooling off period for Virtual Expo exhibitor and sponsor package purchases.
- 8.2 After the 7-day cooling-off period, no refunds are offered for Virtual Expo purchases.
- 8.3 All content and intellectual property created by a virtual expo exhibitor or sponsor belongs to and is owned by the exhibitor or sponsor. If exhibitors create content in conjunction with Developing Australian Communities, that content is the ownership of Developing Australian Communities.
- 8.4 Developing Australian Communities reserves the promotional rights to use any content provided by exhibitors, visitors or sponsors that is added into the virtual expo for promotional purposes both inside and outside the Vfairs virtual expo platform.

9 CHANGES TO THE TERMS AND CONDITIONS

Please be aware that we may modify these Terms and Conditions, policies and conditions at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our Website. Please review the Website from time to time to review our Terms and Conditions.

10 PROMOTIONS AND COMPETITIONS

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms and Conditions, those terms and conditions will prevail.

11 LIMITED LIABILITY

- 11.1 The Organiser does not accept any responsibility for any loss or damage caused by a circumstance outside the scope of the Organiser's services and control.
- 11.2 The Organiser relies on the timely, true and accurate information provided by the Exhibitor. Therefore, the Organiser does not accept liability for any loss or damage caused as a result of inaccurate, false or untimely information provided by the Exhibitor.
- 11.3 The Exhibitor hereby releases, discharges and indemnifies the Organiser, its officers, employees and agents from all claims and demands of any kind whatsoever and from any liability including, without limitation which may arise in respect of any accident, damage, destruction, debt or injury save where such liability arises from any wilful or negligent act or omission of the Organiser, its employees or agents.

- 11.4 The Organiser accepts no responsibility for any damage, loss or theft of any item brought to the site by Exhibitors. The venue has security and will be responsible for any break and enter or inappropriate access to exhibition spaces when the event is closed over night and prior to opening in the morning.
- 11.5 Exhibitors will be solely responsible for any liability, injury or matter arising if they are displaying equipment or resources that will involve contact or demonstrations with any member of the public or other exhibit staff. Exhibitors are totally liable and must accept full responsibility for ensuring the safety of any equipment they bring or display.
- 11.6 The Organiser shall not be liable for any indirect, incidental, consequential or lost profit damages of any kind.