

# EXHIBITION & DISPLAY TERMS & CONDITIONS



This Agreement is between you, the “Exhibitor” and Direct Exhibition Solutions Pty Ltd T/A “Livebrands”. This Agreement states the terms and conditions of Livebrands “Goods” and services and is in addition to any executed Quote/s the Exhibitor may have with Livebrands.

## 1. RESPONSIBILITIES OF THE EXHIBITOR

- 1.1. All Goods and materials offered by Livebrands are on hire, unless otherwise stated in the Quote;
- 1.2. The period of hire shall be for the duration of the relevant exhibition/event including the bump-in and bump-out period;
- 1.3. The Exhibitor shall not on-sell Livebrands Goods without the prior consent of Livebrands;
- 1.4. The Exhibitor shall use the Goods in accordance with Livebrands and the manufacturer’s instructions;
- 1.5. The Exhibitor shall refrain from modifying, amending or changing the Goods after handover onsite in any way. Amendments may result in additional costs, including make-good costs, being incurred by the Exhibitor;
- 1.6. The Exhibitor is responsible for the well being of the Goods throughout the hire period onsite or in the Exhibitor’s possession;
- 1.7. The Exhibitor assumes the entire risk of damage or loss or any part thereof of the Goods during the hire period (reasonable wear and tear of Goods is excepted but is at the discretion of Livebrands). Livebrands recommends the Exhibitor extend their insurance policy to include exhibition/event activities;
- 1.8. The Exhibitor agrees to indemnify Livebrands against any liability, actions, claims, damages, cost and demands suffered or incurred by the Exhibitor as a result of any third party claim(s) arising from the use of the Goods;
- 1.9. Where possible, Goods must be ordered within a reasonable turn around delivery period (eg 1 month) of the exhibition/event;
- 1.10. The Exhibitor shall allow Livebrands access at any time to inspect the Goods and to enter any premises where Goods are presumed to be for any purpose incidental to, or arising out of this Agreement.

## 2. RESPONSIBILITIES OF LIVEBRANDS

- 2.1. Livebrands shall endeavour to deliver the Goods as per the executed Exhibitor Quote and approved concept design and install the Goods on the relevant exhibition/event bump-in date;
- 2.2. Livebrands shall not be responsible for delays, delivery failures or damage caused by accidents, strikes, transport failures or adverse weather conditions;
- 2.3. Livebrands shall repair the Goods or replace the relevant item at no cost to the Exhibitor at the earliest possible occasion should the repair/fault be relevant to the Goods build or AV malfunction. Repairs to Goods modified or amended onsite by the Exhibitor, or late additional items ordered may incur travel, labour and material costs following the exhibition/event;
- 2.4. Unless otherwise stated, Livebrands will manage the manufacturing, delivery, install, connection of services and removal of the Goods to the Exhibitors assigned exhibition space/retail location;
- 2.5. Livebrands will provide copies of current \$10 million Public Liability Insurance, Workers Compensation and general Business Insurance to Exhibitors on request;
- 2.6. Livebrands will ensure all staff and contractors working in the factory and onsite adhere to Livebrands OH&S Policies.

## 3. LIVEBRANDS STORAGE

Whilst Livebrands takes every measure to ensure that Exhibitor Goods being stored annually or temporary by Livebrands are kept safe and secure, we do not accept responsibility for any theft and/or damage to the Goods beyond our reasonable control and recommend you extend your insurance to cover these items. This includes, but is not limited to;

- 3.1. Act of God, explosion, flood, tempest, fire or accident;
- 3.2. War or threat of sabotage, insurrection, civil disturbance or requisition.

## 4. ARTWORK, DESIGN & SIGNAGE

- 4.1. Artwork for signage and branding must be received (as per supplied specifications) or approved with at

least 10 (ten) working days prior to bump-in date.

Approval after this time may result in VIP courier and other costs;

- 4.2. Livebrands take no responsibility for the print quality of Exhibitor supplied logos or artwork which may result in pixilation, blurry images and or incorrect spelling. Artwork specifications will be provided to the Exhibitor and must be adhered to if Exhibitor is supplying artwork;
- 4.3. Livebrands takes no responsibility for ‘approved’ artwork errors found post printing or onsite. The Exhibitor will bear the artwork design, courier and reprint costs to make good these errors;
- 4.4. All signage remains the property of the Exhibitor following the exhibition/event;
- 4.5. Signage can be recycled, stored (at a small cost) for future use or collected by the Exhibitor following the exhibition/event;
- 4.6. While all due care will be taken, Livebrands takes no responsibility for damage to signage caused during install, dismantle or transport or general wear and tear during exhibitions/events;
- 4.7. Livebrands is not responsible for the loss and/or damage to banners and overhead signage being transported to and from exhibitions/events by third party rigging companies. Third party company terms and conditions available on request;
- 4.8. The Exhibitor may not infringe any copyright laws in relation to images, pictures, drawings and logos;
- 4.9. Concept designs and build plans produced by Livebrands are Copyright and must not be forward on, reproduced or used in anyway without written approval from Livebrands.

## 5. ONSITE STORAGE

- 5.1. Goods (including empty pallets, crates and boxes) that require storage at the exhibition venue during the event dates will incur ‘onsite storage’ costs. The volume of items will be estimated and costs included in the Exhibitor Quote however, additional costs may be passed onto the Exhibitor following the event should the estimated volume increase onsite;
- 5.2. Whilst Livebrands will take care to wrap, label and store items at allocated onsite storage locations, Livebrands take no responsibility for loss, damage or missing items;
- 5.3. Livebrands takes no responsibility for Exhibitor stock delivery, storage and replenishment during the event or collection following the close of the event.

## 6. VARIATIONS & ADDITIONS AFTER DESIGN APPROVAL OR ONSITE

- 6.1. Livebrands reserves the right to charge for any changes and additions requested after design approval or whilst onsite;
- 6.2. Late fees, freight and other costs may also apply to onsite requests.

## 7. CANCELLATION BY EXHIBITOR

- 7.1. Livebrands will permit Exhibitors to cancel their executed Quote at anytime however, all costs pertaining to that job incurred by Livebrands at cancellation date must be paid immediately upon invoice to the Exhibitor. Costs may include, but is not limited to, stand design and build plans, materials ordered, labour/hours worked to date etc.
- 7.2. In the event an exhibition is cancelled, the Exhibitor is also responsible for all costs pertaining to that job, as per clause 7.1 above.

## 8. WARRANTIES AND LIABILITIES

- 8.1. Livebrands warrants to the Exhibitor that the Goods:
  - 8.1.1. will be of satisfactory quality and in good working order;
  - 8.1.2. will be free from defects in design, materials and workmanship;
  - 8.1.3. will correspond with the order and/or any applicable specification to the extent that current reproductive techniques reasonably permit;
- 8.2. Nothing in these Terms & Conditions shall operate or attempt to operate to exclude or restrict either party’s liability for:
  - 8.3.1 death or personal injury resulting from such party’s negligence, which liability shall be unlimited;
  - 8.3.2. fraud, which liability shall be unlimited; or
  - 8.3.3. fines imposed by any regulator or any Court costs.

- 8.3. Neither Livebrands nor the Exhibitor shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract, if the delay or failure was beyond that party’s reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party’s reasonable control:

- 8.4.1 Act of God, explosion, flood, tempest, fire or accident;
- 8.4.2 War or threat of sabotage, insurrection, civil disturbance or requisition;
- 8.4.3. Acts, restrictions, by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary of local authority;
- 8.4.4. Failure by carrier or delivery company to deliver by a specified day or time.

## 9. BUMP-OUT

- 9.1. All Livebrands Goods must be available for dismantle following the close of the exhibition/event or within the advised bump-out times or additional labour hours may be charged;
- 9.2. No responsibility is taken for any Exhibitor stock, items or supplies left on the exhibition stand during the bump-out period.

## 10. COSTINGS AND TERMS OF PAYMENT

- 10.1. Upon execution of the Acceptance of Quote, the Exhibitor agrees to pay Livebrands 50% deposit immediately and the remaining 50% prior to the bump-in date. No works will commence onsite until all monies have been received;
- 10.2. Should the Quote be executed within 2 weeks of the bump-in date, the full 100% will be invoiced and must be paid in full within 7 days or prior to bump-in commencing, which ever is first;
- 10.3. The Exhibitor Quote details all costs under relevant sub headings. Livebrands reserves the right to review the pricing should supplier costs increase during the job period. This is especially relevant for interstate freight, fuel levy and material costs;
- 10.4. Custom built stands are ‘temporary’ structures designed to be installed at 1 - 2 exhibitions/events with minimal refresh or maintenance costs (note vinyl signage should be replaced for each event). After several uses, the stand may begin to show greater signs of wear and tear and may need more significant maintenance including full re paint or replacement of graphics. These refresh and maintenance costs are the responsibility of the Exhibitor and will be pre quoted prior to works commencing;
- 10.5. The Exhibitor agrees to pay Livebrands for any breakages and damages to the Goods beyond general wear and tear;
- 10.6. The Exhibitor agrees to pay Livebrands for any expenses or loss of income as a result of breach by the Exhibitor.
- 10.7. In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.
- 10.8. Overdue accounts will be subject to interest at the rate of 13% p.a., calculated for the period the account is due until the date it is paid.

## 1. TERMINATION OF AGREEMENT

Livebrands may, notwithstanding the specified agreement of the hire or any waiver of any previous default forthwith, terminate the Agreement and repossess the Goods in any of the following event:

- 1.1. If the Exhibitor fails to pay any invoices on or before the due dates;
- 1.2. If the Exhibitor shall do or permit any act to be performed whereby Livebrands rights on any of the Goods may be prejudiced;
- 1.3. If the Exhibitor shall come or be made insolvent or bankrupt or make any arrangements or composition with his creditors or in the case of the Exhibitor being a company should an order be made or a resolution passed to the winding up of said company;
- 1.4. If the Exhibitor commits any breach to the Agreement.

BY EXECUTING THE ‘ACCEPTANCE OF QUOTE’ SPECIFIC TO THE JOB, THE EXHIBITOR AGREES TO THE TERMS AND CONDITIONS OF LIVEBRANDS