



August 09

Wednesday 12

Thursday 13

Friday 14

Saturday 15

Sunday 16



Show Organiser



BIAWA

Trading Address:

2/799 Beaufort Street,
Mt Lawley, WA 6050

Postal:

PO Box 850,
Inglewood, WA 6932

Telephone:

(08)92719688

Fax:

(08)93713973

Email:

admin@biawa.asn.au

Web:

www.biawa.asn.au

Contacts

9271 9688



Show Details

Venue

Perth Convention and Exhibition Centre
21 Mounts Bay Road
Perth, Western Australia 6000

Show Hours

Wednesday 12 August	9:30 am – 7:00pm
Thursday 13 August	9:30 am – 7:00pm
Friday 14 August	9:30 am – 7:00pm
Saturday 15 August	9:30 am – 7:00pm
Sunday 16 August	9:30 am – 5:00pm

Move in/out

Move-in: Commences Saturday 8 August
Move-out: Sunday 16 / Monday 17 August

Major PR and Media Campaign

The Perth Boat and Leisure Show will be promoted through a strong network of mainstream and niche marketing media. Our media partners, The West Australian, Channel9, 96fm, and 6PR help to ensure that our marketing message saturates our target market. The revamped PBS website delivers exceptional results with 2000 unique visitors hits recorded each day in the lead up to the show in 2009. Many visitors to the site then clicked through links onto external websites.

Promoting Your Business

Significant resources are invested into developing an effective public relations campaign. We have enlisted the services of marketing professionals to help promote your product.

Please help us help you by providing details of any new products you will be launching at the show or any exceptional products/services you will have on offer that you believe deserve attention.

Official Show Program

The West Australian will once again be a media partner. This is an enormous plus for exhibitors as it has a print run of 300,000 and will also be available at show entries.



Information for Exhibitors

Who should Exhibit?

Despite the current economic climate in Perth there is still a demand for big boats and leisure products, therefore if you have something that falls into this category you should be at this show to ensure your product is on display.

With the increase in popularity of adventure sports, a growing component of the show is the ski/wakeboarding boat and accessories exhibitors.

Tourism is also an important component of the show with locals looking for a marine escape for their next holiday.

Therefore you should exhibit if your business includes:

Boating, Sailing, Fishing, Camping Gear, Chandlery, Accessories, Diving, Tourism, Surfing, Kite Surfing, Water Skiing, Wake Boarding Clothing, Electronics, Charter Clubs, Yacht Clubs, Fishing Clubs, Services, Watercraft, Safety, Equipment, Marinas & Boat Storage, Cycling, Rowing and any other leisure activity.

Space Allocations

With the newly designed floor plan, past exhibitors will not be able to make reference to previously held sites.

Exhibitors will not necessarily receive the same hall positions as the previous year. Consultation will occur if your stand preferences are not available.

Allocation of hall space will take place at the sole discretion of the BIAWA.

Priority for space allocation will be given to members who have previously exhibited each year, secondly BIA members who have not previously exhibited and lastly non-BIA members.

Application for space by email or facsimile will only be accepted if accompanied by proof of electronic funds transfer to our nominated bank account.

Important Information for Exhibitors at PBS.

Terms and Conditions

Applicants should carefully read the terms and conditions before applying for space in the show.

Exhibitors Facilities

An Exhibitor Lounge facility is available for exhibitor comfort.

No Plastic Bag Policy

In accordance with the BIAWA charter to care for the marine environment, the BIAWA has banned the use of plastic bags at the 2009 Perth Boat Show.

Please respect his ban and help preserve the environment.



Show Security

Whilst the BIAWA will exercise due care for the personal security of exhibitors' goods and sites, it takes no responsibility for loss/theft/damage on individual stands as per the Terms and Conditions. Security will be present at all times from the commencement of the move-in until finalization of the move-out.

Exhibitor Kit

After you have confirmed your booking you will receive an exhibitor confirmation kit containing contractors' contacts, move- in details, health and safety requirements and all additional forms that will ensure you get the maximum possible out of your participation in the show. Please take the time to study this kit as it will be invaluable to your show preparation.



How to Book Your Space

To reserve your exhibition site follow these 5 easy steps:

1. Choose the size and value of stand area you would like to have at the PBS.
2. Complete the application form and ensure you understand the Terms & Conditions of the show.
3. Post deposit with completed application form to the BIAWA office TODAY to secure space at the show. Perth Boat Show PO Box 850 Inglewood WA 6932. Alternatively, Complete the payment advice form and fax your application for space through to BIAWA office 089371 3973.
4. Do not hesitate to contact the BIAWA on 089271 688 if you have any questions.

2009 Pricing Structure

Please see page 6 for stand rate list and full pricing structure. This pricing policy also applies to BIA Members in Victoria, New South Wales, South Australia, Queensland, Tasmania, Northern Territory and New Zealand. To qualify for the discount status proof of membership indicating current financial status and duration of membership is required.

Terms of Payment

First Payment 25% of total space rental charge is to be enclosed with a completed application to exhibit form. Applications will only be processed with a deposit. Please use your first preference to determine the deposit value. Should you not receive your first choice adjustments will be made on the second payment to reflect the new charges for your site.

Second Payment 25% of total space rate to be paid by Friday 12th of June 2009

Final Payment 50% of total space rate to be paid by Friday 10th of July 2009

Public Liability

No one will be allowed to exhibit at PBS without prior sending a copy of a current Certificate of Currency for Public Liability to a minimum value of \$10,000,000. Your insurance provider will be able to provide you with this document.



Exhibitor Rates

Administration Fee

BIA Member \$150

Non Member \$250

Open Space Rates Floor space only – includes carpets

	BIA Member Rates (per sqm)		Non Member Rates (per sqm)	
Under 50	\$60	\$70	\$90	\$95
50 – 99	\$58	\$68	\$88	\$93
100 – 149	\$53	\$63	\$86	\$91
150 – 250	\$49	\$59	\$80	\$85
250+	\$44	\$54	\$75	\$80

Booth Space Includes walling, carpet, fascia signs & 1 standard spotlight & power connection

BIA Member Rates

3x3	6x3	9x3	6x6	3x2	9x6	4.5x3	4.5x2	9x2	6x2
\$1220	\$2320	\$3420	\$4520	\$855	\$6720	\$1770	\$1320	\$2320	\$1590

Non Member Rates

3x3	6x3	9x3	6x6	3x2	9x6	4.5x3	4.5x2	9x2	6x2
\$1400	\$2700	\$5020	\$5620	\$1060	\$7920	\$2010	\$1460	\$2790	\$1820

All prices are inclusive of GST.

Terms of Payment

First Payment - 25% of total space rental charge is to be enclosed with a completed application form. Applications will only be processed with a deposit. Please use your first preference to determine the deposit value. Should you not receive your first choice rate adjustments will be made on the second payment to reflect the new changes for your site.

Second Payment Final Payment - 25% of total space rate to be paid by Friday 12th of June 2009 50% of total space rate to be paid by 10th July 2009.



Application Form

Name of Company: _____

Boat Show Stand Name: _____

Contact Person: _____

Postal Address: _____

State: _____ Postcode: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

Current Financial Member of BIA

Non Member

BIAWA BIA

Space Requested

Booth Space

Open Space

Frontage X Depth = _____ m X _____ m = _____ sq/m

Total Site Cost \$ _____

Administration Fee *(as per exhibitor rate sheet)* \$ _____

Total Cost: \$ _____

Deposit Due *(as per payment plan below)* \$ _____

Payment

Amount

Due Date

Deposit

25%

On Application

Second

25%

12th June

Final

50%

10th July

Cheques to:

BIAWA

PO Box 850, Inglewood, WA 6932

Direct Deposit to:

BIAWA – Westpac Inglewood

BSB 036-041

A/C 213111



Payment Advice

Please Note:

This year we will be accepting faxed bookings where payment is made either by credit card or debit card and this completed form is faxed back with the booking form. Space bookings will be not confirmed until the credit card payment has been authorised or direct debit have been received in the bank account below.

For card and direct credit payments, please complete and return this form.

Company Name: _____

Contact Person: _____

Contact Phone: _____

Direct Credit Details

I have direct credited the amount of \$ _____ to your nominated bank account on _____/_____/2009.

Direct Credit To:

BIAWA – Westpac Inglewood
BSB 036-041
A/C 213111

Credit Card Details

Payment by (please tick box)

Bankcard MasterCard Visa

Card Holder's Name: _____

Card Number: _____

Expiry Date: _____



Terms and Conditions

Applicants should carefully read the Terms and Conditions before applying for space in the show.

Definitions

In the interpretation of these Terms and Conditions, unless the contrary intention appears:

BIAWA Means the Boating Industry Association of WA (Inc) and any persons appointed to act on their behalf.

Venue Means the Perth Convention Exhibition Centre (PCEC) and environs.

Venue Management Means the management of the venue (PCEC).

Contract Means the contract entered into between the BIAWA and the Exhibitor upon the Exhibitor's receipt of the BIAWA's acceptance of the Exhibitor's application for space, and includes these terms and conditions.

Contractor Means those persons contracted by the BIAWA or the PCEC, to undertake construction / services on their behalf.

Exhibitor Means a person, firm or company which has been granted space in the Show by the BIAWA and includes all employees, agents and sub-contractors of that person, firm or company.

Platform Means a structure raised above the floor, for persons (including visitors) to climb on.

Show or Event Means the Perth Boat and Leisure Show, Move-In and Move-Out periods inclusive.

Show / Event Site means that part of the PCEC within which the Show is held.

Space Means the area as designated and allocated to the Exhibitor for the purpose of display of products and services at the Show.

Site Fee Means the sum payable by an Exhibitor in return for the right to occupy the Space.

Centre rules and regulations

These Terms and Conditions include terms, conditions, rules and regulations imposed by the Venue Management on Exhibitors as at the date of publication of this document. The Exhibitor agrees to comply with any additional terms, conditions, rules and regulations applying to Exhibitors which may be imposed by the Venue Management from time to time.

Legal requirements

The Exhibitor and its invitees shall comply with all laws, industrial agreements, industrial awards, occupational health and safety, consumer protection practices and codes relating to the use or occupation of the Venue.

Scope of Exhibition / Event

All exhibits in the Show shall be marine, boating, diving, fishing or associated products and services.

The Exhibitor agrees to display only new current model/year boats and products. This includes boats displayed in photographic or written form. The BIAWA will determine the scope of the Show and the Exhibitor will not display any exhibit which the BIAWA in its discretion determines does not fall within the scope of the Show or for any other reason, including the weight of the exhibit, is unsuitable for the Show or which in the opinion of the Association is not in the best interests of the Show. The Exhibitor will not, for any reason, run any internal combustion engines during the opening hours of the show. If exhibitors require outside space to demonstrate please advise BIAWA, and where possible and appropriate, an allocation will be made outside at a cost to the exhibitor. The Exhibitor shall not display any motor vehicle, bike or other type of non-marine product without the prior written consent of the BIAWA. The BIAWA reserves the right to refuse display of such items.



Allocation of space

The Exhibitor shall accept the allocation of Space as confirmed by the BIAWA. Exhibitors have the right to contact the Show Manager within 7 days of the site confirmation to discuss other options should they be available, otherwise the allocation shall be considered final and binding. Priority for space will be given to

BIA members and the BIAWA reserves the right to refuse space to exhibitors deemed inappropriate to the interests of the event or the members at their discretion, or an exhibitor who has previously not upheld the terms and conditions of the show. The BIAWA also reserves the right to impose a bond on any exhibitor which it believes has not previously upheld the terms and conditions of the show.

Eligibility

Applications shall be accepted from all financial members of the BIAWA and other states BIAs providing that their products/services fit within the scope of the Show. Non-financial members or members with outstanding accounts will need to settle outstanding amounts or accounts prior to acceptance being granted.

Displays by Non Member Organisations

1. The BIAWA will have the right to grant or refuse permission of organisations which are not members of the BIAWA or another State Boating Industry Association to erect displays at the Show.
2. The determination of the size and location of the space allocated to such organization, and the occupation fee to be paid by them, will be at the discretion of the BIAWA.
3. Such organisation, and any persons connected with them, shall not offer any goods for sale in the space allocated to them unless they have obtained the written consent of the BIAWA at least 30 days prior to the opening of the Show.

Conduct of Exhibitors

1. Move-in and Move-out is strictly by schedule and entirely under the control of the Boat Show manager and/or appointed officers. The schedule is subject to alteration without prior notice. Exhibitors are required to abide by the directives and instructions of the BIAWA. Failure to comply may result in the exhibitor being ordered from the show site.
2. The Exhibitor shall ensure that any stand in the Show is open to view and staffed by competent representatives during the daily official opening hours of the Show.
3. If the Exhibitor fails to open its stand or uncover its exhibits during the daily official opening hours of the Show, the BIAWA may do so and the Exhibitor shall be liable for any costs thereby incurred by the BIAWA. The BIAWA will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of this action by the BIAWA.
4. The Exhibitor shall not exhibit its products or conduct its business from any other than their allocated space. No Exhibitor will tout business in the aisle or on another Exhibitor's space.
5. No organisation will exhibit utilizing catalogues only as a means of promoting their products. Catalogue distributors must have available for sale on their stand the majority amount of the items contained within the catalogue.
6. If the BIAWA in its discretion considers any practice of the Exhibitor is objectionable, likely to discredit the Show or the recreational boating industry or not in the best interests of the exhibition or likely to cause customer or other exhibitor dissatisfaction, the BIAWA will be entitled to order the Exhibitor forthwith to cease the practice and/or quit the Space. The BIAWA will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of this action by the BIAWA.
7. The Exhibitor shall not do or permit anything to be one which may cause any license or permit issued or in force in respect of the Centre or any part thereof to be or become liable to be forfeited, suspended or not renewed.
8. The Exhibitor shall maintain the Space in a clean and orderly state throughout the Show. The Exhibitor will remove all waste/rubbish at the conclusion of the show or be liable for the costs incurred as a result of the BIAWA contracting to remove it.
9. The Exhibitor shall not conduct or permit to be conducted any auction, lottery, raffle, guessing competition, game of chance, side show, or collection whether or not requiring the public to contribute financially, whether for charity or otherwise, at the Show without the prior written consent of the BIAWA.



10. The Exhibitor shall ensure that the aisles, passageways and gangways on or adjacent to their Space are kept completely free from obstruction during the Show.

11. The Exhibitor shall immediately give notice in writing to the BIAWA of any accident to or defects in the water pipes, gas pipes, lights or other electrical fittings in the Show. The Exhibitor shall not misuse, overload or interfere with any such pipes, lights or other electrical fittings.

12. The Exhibitor shall pay all charges for utility services as directed by the BIAWA.

13. The BIAWA reserves the right to affix a stand number to any part of the Space.

14. The exhibitor will only use those contractors declared by the BIAWA as appointed contractors for the Show unless written permission has been granted 28 days prior to the move in days for the show.

Payment

1. The Exhibitor shall pay the Site Fee and all other sums payable by the Exhibitor to the BIAWA in respect of the Show at the times and in the manner stipulated by the BIAWA.

- An initial deposit of 25% of the total Space Fee is due to be received by the BIAWA with the Space Application Form and a copy of proof of public liability insurance by Thursday 23 April 2009.

- Once the application is confirmed, a further payment of 25% of the total Space Fee must be received by the BIAWA by Friday 29 May 2009 or upon confirmation. Space Applications received after 16 May 2008 must be accompanied by an initial payment of 50% of the total Space Fee.

- A final payment of the total balance due inclusive of any outstanding site fees, services, passes and/or other fees or payments must be forwarded to the BIAWA by Friday 10th July 2009. Applications accepted from this date will be required to provide payment in full together with the application.

PLEASE NOTE: Payments not received by 10th July 2009 will incur a late payment fee of \$155.00

2. The Exhibitor will not be permitted access to the Space unless and until all outstanding sums of any nature owed by the Exhibitor to the BIAWA or other state BIA are fully paid. If the BIAWA inadvertently allows the Exhibitor access to the Space when any outstanding sum is unpaid, the BIAWA reserves the right to remove the Exhibitor's goods and exhibits from the Space at the Exhibitor's cost. The BIAWA will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of this action by the BIAWA.

3. If payment of any sum due by the Exhibitor to the BIAWA in respect of the Show is more than 7 calendar days in arrears, the BIAWA may at any time terminate the Contract by notice in writing to the Exhibitor. If the BIAWA does not terminate the Contract immediately after the expiration of the 7 day period, interest at a rate to be determined by the BIAWA will be payable on the sum due from the date on which the sum was due to be paid.

Damage / reparation bond

The BIAWA require all Exhibitors to take due care of and with their site and environs. Whilst general wear and tear is acceptable, the BIAWA reserves the right to pass on to the Exhibitors the cost associated with any damage including that done to carpet, walls, and structures inclusive of scrapes, holes etc.

Insurance

1. The Exhibitor must produce to the BIAWA a Certificate of Currency of Public Liability Insurance Policy with minimum coverage of ten million dollars (\$10,000,000) endorsed for the entire length of the Show including move-in and move-out inclusive. This Certificate must be provided with your Space Application.

2. Applications for space will not be processed without proof of insurance attached.

3. The Exhibitor shall be responsible for the security and insurance of all property brought by the Exhibitor onto the Show Site.

4. The exhibitor must hold adequate workers' compensation coverage for staff working on stands.



Alteration to the space / Display by the BIAWA

1. The BIAWA reserves the right at any time to make such alterations to the Space as it considers necessary in the best interests of the Show, including altering the size, shape or position of the Space. If the size of the Space is reduced, the Exhibitor will be entitled to such reduction of the Space Fee as the BIAWA in its discretion considers appropriate. Where a proposed alteration to the Space will increase the Space Fee payable by the Exhibitor, the alteration will not be made without the prior consent of the Exhibitor.
2. The BIAWA also reserves the right to alter an exhibitor's boundaries if those boundaries are deemed to be impeding on the display of surrounding exhibitors or not in the best interests of the presentation of the Show.

Increase of space and new space

1. If the Exhibitor wishes to increase the size of the Space or to be allocated new space in the Show, the Exhibitor shall apply to the BIAWA in writing. The BIAWA may in its discretion grant or refuse the increase in size of new space requested in the application.
2. If the BIAWA agrees to the increase in size of the Space or allocated new space, the Exhibitor shall immediately pay the corresponding increase in the Space Fee, or the fee payable for the new space, to the BIAWA by cash or by bank cheque.

Withdrawal of Exhibitor and reduction of space

1. If the Exhibitor wishes to withdraw from the Show or reduce the size of the Space, opening of the Show. The BIAWA may in its discretion agree to or refuse the Exhibitor's application.
2. If the BIAWA agrees to the Exhibitor's withdrawal, the Exhibitor will be liable forthwith to pay 50% of all sums which it would otherwise be liable to pay to the BIAWA in respect of the Show. If the BIAWA agrees to the reduction in size of the Space, the Exhibitor will be liable forthwith to pay all sums which it is liable to pay to the BIAWA in respect of the reduced Space.
3. The BIAWA will not agree to any application for withdrawal received by the BIAWA less than 7 weeks prior to the opening of the Show.

Sub letting

The Exhibitor shall not sub-let, share or part with possession of the Space or any part without the prior written consent of the BIAWA. Where such consent has been obtained, a site sharing fee will be payable in addition to the shared Space Fee in respect of the Space. In the event of a Space being jointly shared each of such Exhibitors shall be jointly and severally liable for the Space Fee and any other sums payable.

Removal of goods and Exhibits by the BIAWA

If the Exhibitor breaches any of these Terms and Conditions, any additional rule or regulation imposed by the Centre or any relevant legal requirement, or if the BIAWA considers it desirable in the best interests of the Show, the BIAWA will be entitled, at the cost of the Exhibitor, to remove all of the Exhibitor's goods and exhibitions from the Show.

Postponement, Abandonment or Cancellation

If, as a result of any cause beyond the reasonable control of the BIAWA, the holding of the Show is postponed or abandoned or the Show Site becomes wholly or partially unavailable for the holding of the Show, the BIAWA may in its discretion cancel the Show and return such proportion of the sums paid to it by the Exhibitor in respect of the Show as it shall determine. In any case, the BIAWA shall not be liable, and is hereby released from liability, for any damage, loss (including consequential loss) or expense incurred by the Exhibitor as a result of the postponement, abandonment or cancellation.

Termination

The BIAWA may give notice writing to the Exhibitor to terminate the Contract if:

- a) The Space Fee or any part thereof or any other sums payable by the Exhibitor to the BIAWA in respect of the Show are unpaid for a period of 7 days from the day on which the Space Fee or other sum was due to have been paid;
- b) The Exhibitor breaches or evinces an intention to breach any of the covenants, terms conditions expressed or implied in the Contract;
- c) A receiver or official manager is appointed to any property of the Exhibitor or any guarantor of its obligations under the Contract;



- d) Any order or resolution is made for the winding up of the Exhibitor or any guarantor of its obligations under the Contract (other than for the purpose of amalgamation or reconstruction);
- e) Any of the property of the Exhibitor is assigned;
- f) The Exhibitor is a person and he or she becomes bankrupt or has a sequestration order made against him or her;
- g) The BIAWA is of the opinion that there is a real possibility that damage may be caused to any of the Show Site, its facilities or its equipment as a result of the Exhibitor exercising any right under the Contract, or that such exercise may cause injury to patrons of the Show. Or that the manner in which the Exhibitor uses or proposes to use the Space is illegal or otherwise contrary to law or likely to injure the reputation of the BIAWA or the Centre. Upon such termination, the BIAWA will be entitled to remove all exhibits and property of the Exhibitor from the Show Site and to send the exhibits and property, at the risk and expense of the Exhibitor, to the address of the Exhibitor specified of the Space Application Form. All sums paid to the BIAWA in respect of the Show will be forfeited, without prejudice to any right or claim which the BIAWA may otherwise have.

Construction of stands

1. All stands and other construction work carried out by the Exhibitor or its BIAWA approved contractor shall comply with the Centre and any applicable statutes or statutory rules or regulations. The Exhibitor will be liable for any monetary penalty imposed for non-compliance with statutory rules or regulations.
2. All stands and other structures must be confined to the Space and no part of a stand or structure shall protrude into the passageways or other areas adjoining the Space. Exhibitors are not permitted to erect any overhead structure, sign, banner or the like over aisles, railings or walls without the absolute permission of the BIAWA.
3. Subject to these Terms and Conditions, the determination of the size of stands will be the responsibility of the Exhibitor but stands must be large enough to permit the Exhibitor clearly to display its exhibits.
4. The Exhibitor shall ensure that its stand and other structures are designed on a see through basis, with minimal storage area. With the exception of BIAWA supplied Shell Scheme, no dividers, curtains or boards exceeding 1metre will be permitted between stands, ensuring that no divider of any kind affects the visibility of any other Exhibitors.
5. Walk-through exhibits must provide access for fire fighting equipment.
6. The Exhibitor shall not erect a structure or wall which will affect the visibility of any other Exhibitor's stand or food kiosks, toilets or exits.
7. The Exhibitor may erect illumination signs or flashing lights in single or group form, provided that they are subdued in colour and receive the prior approval of the BIAWA and adjoining Exhibitors.
8. All materials used during the construction of stands and other structures shall be non combustible, inherently non-inflammable or flame-proof. Plastic material shall be self extinguishing and plywood, hardwood, pulp board or fibre board shall be rendered flame resistant by a process of impregnation acceptable to the Centre.
9. The BAWA will provide floor coverings. Exhibitors must not remove, alter, damage or cause damage to the floor coverings provided. The Exhibitor shall be liable for any damage to floor covering or paved areas caused by such actions.
10. The BIAWA reserves the right to remove any construction which is not aesthetically in keeping with the Show's image.

Fixings

The Exhibitor shall not tape, tack, staple or otherwise affix any object to any surface of the Show Site. Absolutely no core-drilling or fixing into the floor or walls of the Show Site is permitted. Any tape, tape residue, paint or stains left on the floor or walls of the Space will be removed at the Exhibitor's cost.



Signs and banners

The BIAWA contracts riggers to erect hanging banners and exhibitors are obliged to use this service. Exhibitors shall not attach signs, banners or similar materials to the ceiling, walls, windows, railings or other surfaces of the Show Site. The Exhibitor will be liable for the cost of removing signs or banners attached without the BIAWA's consent.

Health and safety

1. All displays and exhibits, including those with working, moving or otherwise dangerous parts, must be suitably guarded so as to eliminate any risk to any person, including staff, members of the public or the operator.
2. Any potential area where persons may suffer a fall from height are properly guarded, and Visitors are escorted at all times when onboard boat exhibits at height. Propellers must be removed or otherwise made safe.
3. Low level lights and trailer towbars must be suitably guarded and positioned so as to avoid persons walking into or touching them. Anchors and bow rollers must be at least 2.5m off the floor, removed, or firmly secured and not protruding over the stand boundary.
4. Plant displays must not have sharp branches or sharp leaves below 2.5m from under the floor.

Electrical installation

All electrical work required to be performed in the Show Site will be carried out by the BIAWA's official electrical contractors.

Fire regulations

1. The Exhibitor shall not store any inflammable liquids or fuels inside the Show Site.
2. The Exhibitor shall ensure that fire extinguishers and fire fighting equipment are at all times visible and accessible and are not removed from their correct location.
3. Exhibitors will ensure that safe levels are maintained in tanks.

Exhibitor noise Level

1. Sound levels caused by the Exhibitor's use of display equipment such as videos and televisions shall not be intrusive to other Exhibitors. The BIAWA reserves the right to terminate the use of such equipment on the basis of unacceptable sound levels.
2. Exhibitors shall not under any circumstances use individual public address systems in the Show Site without written permission from the BIAWA.

Recording and Photographs

1. The Exhibitor shall not, without the prior written consent of the BIAWA take or permit to be taken, any photographs during the Show.
2. The BIAWA reserves the right to appoint an official photographer to carry out any photographic work required by the Exhibitor. The Exhibitor shall not use its own photographer without prior written consent of the BIAWA.

Delivery and removal of goods and Exhibits

1. During the move-in and move-out periods, Exhibitors and their contractors will be given access to the Show Site via entrances designated and at times allocated by the BIAWA. During these periods all Exhibitors shall co-operate with Security and BIAWA and Venue Management and shall follow traffic and parking directions.
2. The BIAWA and the Centre accept no responsibility for the safety of vehicles and their contents whilst in the unloading areas.
3. Any damage caused by delivery vehicles entering the Centre on behalf of the Exhibitor shall be repaired at the cost of the Exhibitor.
4. The Exhibitor shall arrange for a representative to be present at the Show Site when deliveries of goods or exhibits arrive at the Centre. Delivered goods and exhibits shall at all times remain under the control of the Exhibitor.
5. All packing cases, packing material, boxes, cartons and such like shall be removed from the Show Site prior to the opening of the Show and shall not be stored so as to obstruct access to the Show Site. The Exhibitor shall be responsible for removal of all packing cases, boxes and rubbish at the end of the show.



6. If the Exhibitor wishes to gain Show site access outside the scheduled times, the Exhibitor shall notify the BIAWA in writing at least 24 hours prior to the proposed access. The BIAWA reserves the right to refuse any such application. (A security charge may apply)

Cranes

The Exhibitor shall be responsible for arranging any crane services and will negotiate with the BIAWA to arrange on site access.

Cleaning

1. The BIAWA will be responsible for the daily cleaning of the aisles, passageways and other common areas in the Show Site. The official cleaning contractor appointed by the BIAWA will be the only cleaning contractor permitted on the Show Site.
2. The Exhibitor will be responsible for the daily cleaning of the Space and shall place all daily rubbish required to be picked up by the BIAWA's cleaning contractors in the aisles adjacent to the Space at the end of the day.
3. The Exhibitor will be responsible for removing all boxes and rubbish at the end of the show.

Food, Drink and Tobacco

The Exhibitor shall not sell, distribute or give away any item of food, drink or tobacco on the Show Site without the prior written consent of the BIAWA.

Alcohol

1. Consumption of alcohol in Exhibitor's Spaces and aisles is strictly prohibited.
2. The sale of alcohol by the Exhibitor is strictly prohibited. If the Exhibitor wishes to distribute or give away samples of alcohol free of charge, it must obtain the prior written consent of the BIAWA at least 30 days prior to the opening of the Show and hold, and show evidence of the appropriate licences.

Security

1. Commencement of the move-in period to the expiration of the move-out period. Should the Exhibitor require extra security before or after these times it can be arranged through the BIAWA at a cost to the Exhibitor.
2. The Exhibitor shall comply with all requirements and directions of the BIAWA from time to time in respect of security and crowd control within the Show Site.

Dismantle and removal of goods and Exhibits

1. The Exhibitor shall not dismantle any part of its stand, goods or exhibits until the official closure of the Show at 5.00pm on Sunday 16 August 2009 unless written permission is obtained from BIAWA.
2. Removal of goods commence Sunday 16 August 2009 at 5.00pm. All goods and exhibits must be removed from the Show Site by Monday 17 August 2009 at 6.00 pm. Sites must be left clean and all rubbish must be removed.

Admission to show

1. After the opening of the Show, access for Exhibitors will be restricted to a designated entrance.
2. The BIAWA reserves the right to refuse to admit any person to the show site without giving any reason for its refusal.
3. The BIAWA reserves the right to determine the rates to be charged to the public for admission to the Show Site

Admission Passes

The BIAWA will on request issue the following access passes:

- Exhibitor Identification Passes - issued to Exhibitor's staff manning stands on a permanent basis.
- Guest tickets - available for purchase by Exhibitors and members of the BIAWA.
- Move In/Move Out Passes
- Vehicle Passes

Only access passes issued by the BIAWA will be valid. The BIAWA reserves the right to limit the number of passes issued according to the size of the Space.



Liability

1. The BIAWA, the Venue, and all their employees, agents and other representatives shall not be liable, and are hereby released from liability, for any damage, loss (including consequential loss), harm or injury to the person or property of the Exhibitor or any of the Exhibitor's employees, agents or other representatives, however caused, which may arise directly or indirectly, during or in connection with the show.

2. The BIAWA and all of its employees, agents and other representatives shall not be liable, and are hereby released from liability, in respect to the condition of the Space and Show Site, any stand, structure or building erected thereon find any action occurring therein.

3. The BIAWA shall not be liable, and is hereby released from liability, for any damage, loss (including consequential loss) or expense resulting directly or indirectly from a total or partial failure of the public utility services supplied to the Show Site caused by any factor beyond the reasonable control of the BIAWA.

Indemnity

The Exhibitor shall indemnify the BIAWA and its employees, agents and other representatives in respect of all actions, claims, demands, proceedings, suits, costs, damages, expenses and losses whatsoever (including but not limited to loss of profits, any comprises of actions, claims, demands, proceedings or suit and all legal costs on a solicitor's own client basis in respect thereof) which the BIAWA and its employees, agents and other representatives may suffer or incur by reasons for in relation to:

a) Any act, default or omission on the part of one or more of the Exhibitor, its employees, agents, invitees, licensee, patrons, contractors and sub-contractors;

b) Any act, default or omission on the part of any one or more of the employees, agents, invitees, licensees, contractors and sub-contractors of the BIAWA when acting under the direction, order or control of any one or more of the Exhibitor, its employees, agents, contractors or sub-contractors;

c) The Exhibitor withdrawing from the Show; or

d) Any accident, damage, death or injury suffered by any person or the property of any person in or using or entering or near the Centre and occasioned wholly or partly by any act, default or omission of any one or more of the Exhibitor, its employees, agents, invitees, licensees, patrons, contractors and sub-contractors.

Amendment of Terms and conditions

The BIAWA reserves the right at any time and from time to time to delete, vary or amend any of these Terms and Conditions. A certificate signed by the President or any other duly authorised officer of the

BIAWA confirming the Terms and Conditions in force at a particular time shall be conclusive evidence of the Terms and Conditions then in force.

Applicable Law

The Contract shall be governed by and construed in accordance with the laws of Western Australia and the parties agree to submit to the jurisdiction and courts of Western Australia.

Period of Limitation

It is hereby agreed and declared that the BIAWA shall not be liable to the Exhibitor in respect of any claim arising under the Contract or in connection with the Show unless such claim is made in writing to the BIAWA not later than 2 months after the last day of the month in which the closing date of the Show falls.

General Lien

All exhibits and other property of the Exhibitor brought onto the Space shall be subject to a general lien in favour of the BIAWA in respect of all sums payable by the Exhibitor to the BIAWA in respect of the Show.

Exclusion of oral representations

The Exhibitor hereby acknowledges that it has entered into the Contract without relying upon any oral representation by the BIAWA or by any person on behalf of the BIAWA and that the terms and conditions of the Contract are as conclusively set out in these Terms and Conditions.



Amendment to Contract

No variation, amendment, addition or alteration to the Contract or to these Terms and Conditions shall be binding upon the BIAWA unless in writing and signed by the President or other duly authorised officer of the BIAWA.

