



TERMS AND CONDITIONS

The below mentioned terms and conditions constitute an agreement between **KODI PAW-A-THON ABN: 64 215 521 122** ("The Organiser") and the individual or organisation agreeing to exhibit ("The Exhibitor") at the **Kodi Paw-a-Thon Fun Run Festival ("Paw-a-Thon")**. By participating at the Paw-a-Thon, the Exhibitor agrees to the following terms and conditions.

1. The Summit is to be held on 31 October 2021 at the Alexandra Gardens, Melbourne (The Venue).
2. Terms and conditions must be strictly adhered to. Amendments may be made by the Organiser, in which case, the Exhibitor will be notified in writing.
3. Participation of the Exhibitor is subjected to the below conditions:
 - a) Acceptance of the Exhibitor Contract
 - b) Acceptance is confirmed through completing the booking form.
4. The Exhibitor must pay the Organiser the amount set out in the Payment Details of the Online Booking Form.
5. If credit card detailed are provided for payment specified in the Booking Contract, the Exhibitor authorises Organiser to use debit the above-mentioned card along with any merchant fees reasonably incurred on or after the dates specified for payment.
6. If the Exhibitor fails to make full payment of the Fee within seven days of the invoice, the Exhibitor will automatically forfeit their floor space and Organiser have the right to reserve the stand space to other exhibitors along with any monies already paid.
7. Following acceptance of the Booking Form, the Organiser will issue with a letter of confirmation for Paw-a-Thon. The location will be at the Organiser's sole discretion.
8. If an Exhibitor decides to cancel, the Exhibitor may do so by notifying, in writing, to the Organiser. In the event of cancellation, a service fee of 50% of total fees applies for cancellations prior to 15 August 2021. No refunds will be made for cancellations after this date and full payment will be required.
9. The Organiser may, at its discretion, return part of its payments by the Exhibitor, if Organiser's supply of services is prevented, postponed or abandoned by reason of any cause not within the control of Organiser.
10. Exhibitor must only use the assigned Exhibitor space for display, promotion of sale of goods and services relating to the subject matter of the Exhibition.
11. The Exhibitor shall only occupy the floor space confirmed as per the Exhibitor confirmation email. The Exhibitor must ensure that its promotion and activities do not interfere with the order, safety and space at Paw-a-Thon or other exhibitors.



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12. No stand may be assigned, sublet or hired to any third party without the consent of the Organiser. The exhibitor shall not allow any other person other than the Exhibitor's staff or personnel, to occupy the premises without prior consent of the Organiser.
13. The Exhibitor is only permitted to exhibit its own products or services at Paw-a-Thon unless agreed otherwise.
14. The Exhibitor is responsible for safety and security of its products and stand. The Organiser bears no responsibility for the Exhibitor's goods/ equipment/stock or your legal liability.
15. The Exhibitor shall keep the stall clean and tidy during the bump in, operation hours and on bumping out. The Organiser reserves the right to charge an additional fee to the Exhibitor for the reasonable charges incurred for cleaning or removal of any rubbish or other items left by the Exhibitor.
16. The Exhibitor is responsible in ensuring that they do not bring any items deemed hazardous to the Venue. The Exhibitor authorises the Organiser to take appropriate actions, including but not limited to, removal or destruction of hazardous material.
17. The Organiser reserve the right to amend the dates for holding of Paw-a-Thon. Organiser's will not be responsible for any loss occasioned thereby. The Organiser's also reserve the right to close Paw-a-Thon or vary its hours.
18. The Organiser, under its full discretion, have the right to determine, amend or alter the Exhibitor's location.
19. To the extent of law, the Organiser or its employees, agents, contractors and sub-contractors shall not be liable to the Exhibitor for its loss or damage, including any consequential loss arising out of Exhibitor's participation of the event.
20. The Exhibitor and its personnel shall comply with all rules and regulations of the venue, State and Commonwealth regulations and other regulatory government body and must discharge and indemnify the Organiser its employees, agents, contractors from any loss or liability caused by the breach of:
 - a) Terms and conditions by the Exhibitor
 - b) The Exhibitor's use and attendance at the Summit
 - c) Any injury or damage sustained due to any act or omission of the Exhibitor; or
 - d) Damage to the exhibits or accessories by loss, damage, theft, fire, water, storms, riots or other cause whatsoever.
21. The Exhibitor acknowledges that they will be liable for any damages caused to the walls, stalls, floors or fitting of the venue
22. The Exhibitor must hold public liability insurance of at least \$10 million. Evidence of certificate of currency is to be provided no later than two weeks before the event.