

**CLIA AUSTRALASIA**  
**Exhibitor and Sponsorship Terms & Conditions**

By accepting an exhibitor or sponsorship package at a CLIA Australasia event, Sponsors and Exhibitors are agreeing to these CLIA Australasia Exhibitor and Sponsorship Terms & Conditions.

**Sponsors and Exhibitors are advised to read the contents of these terms and conditions carefully - If you have any queries or require any additional information please contact: Marita Nasic at [mnsic@cruising.org](mailto:mnsic@cruising.org)**

**1. Definitions.** In these 'Terms and Conditions' the term "CLIA Australasia" shall mean International Cruise Council Australasia t/a Cruise Lines International Association (CLIA) Australasia. The terms 'Exhibitor' and "Sponsor" shall mean any company, partnership, firm, organisation or individual with whom CLIA Australasia has agreed a stand, exhibit, advertising and/or sponsorship package, and shall include their employees, contractors, suppliers and agents. The term 'Event' shall mean any event run by CLIA Australasia. The term 'Organisers' shall mean CLIA Australasia and its employees, or any person designated by CLIA Australasia to represent them. The term 'Venue' shall mean any exhibition hall, conference facility, hotel or other such building and anywhere within the precincts of such location under the control of the Organisers for the purposes and duration of the Event. The term 'Contract' shall mean the agreement which is formed by the acceptance of the booking in accordance with paragraph 5.

**2. Venue.** The Organisers retain the right to change the Venue without prior notification including if they deem it to be in the interests of the Event, or for reasons beyond their control.

**3. Duration.** The time and duration of the Event shall be at the discretion of the Organisers. In any event the Organisers shall notify the Exhibitor or Sponsor of the opening and closing times no later than 7 days prior to the date of the Exhibition.

**4. Exhibition Space and Price.** The Organisers reserve the right to change the location of stands at any stage if in their opinion this becomes necessary in the best interest of the Event or for reasons outside their control. The exhibitor is responsible for providing extra furniture and any other requirements, not included in the package agreed with the organiser. Space will be allocated on a 'first come, first served' basis.

**5. Booking Applications.** Stands, exhibits, advertising and/or sponsorship package bookings must be made by email to the Organisers. On confirmation of the package by the Organisers an invoice will be raised in the name of the Exhibitor or Sponsor. On notification of acceptance by the Organisers and payment of the invoice in full a binding contract arises.

**6. Payment.** Payment in full (including GST when applicable) must be made within 14 days of receipt of the Organiser's invoice. Where 30 days from the date of the Organisers invoice would equate to a date within four weeks of the date of the Exhibition payment for the full amount of the booking will be due immediately. In the event of an application not being accepted by the Organisers, any payments received will be returned to the Exhibitor or Sponsor.

**7. Cancellation of Stand Space / Sponsorship.** If an Exhibitor or Sponsor cancels stand space or sponsorship after an application has been accepted by the Organisers, they must immediately inform the Organisers in writing and shall become liable for 100% cancellation charges. No refunds will be offered.

**8. Bankruptcy or Liquidation.** In the event of an Exhibitor or Sponsor becoming insolvent, or entering into liquidation (other than voluntary liquidation for the purposes of amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets, or if it makes an assignment for the benefit of, or composition with its creditors generally or being an individual is the subject of a bankruptcy petition or bankruptcy order this Contract with the Exhibitor or Sponsor shall terminate forthwith, the allotment of stand space shall be cancelled with refunds to be payable in accordance with clause 7. If payment has not been made the whole of the cost payable under the Contract shall become due and payable forthwith, less any refund that may be available under clause 7, and such termination shall be without prejudice to any claim of the Organisers against the Exhibitor in respect of any antecedent breach.

**9. Insurance & Liability.** The Exhibitor or Sponsor agrees and acknowledges that it is responsible for safeguarding its possessions, materials and property during an Exhibition. The Exhibitor or Sponsor shall be responsible and liable for

any loss (including consequential losses), damage or claims arising out of injury to members of the public or damage to any persons' property, materials or possessions by reason of the works, acts or omissions of the Exhibitor or Sponsor, its employees, servants or agents and for any loss or damage (including without limitation consequential losses) caused to the Venue, any shell stands and/or fittings supplied within the cost of participation and to any third parties howsoever arising as a result of the acts or omissions (or failure to act) of the Exhibitor or Sponsor his employees, sub-contractors or agents. The Organisers expressly decline any responsibility for the safety of possessions, materials or property of the Exhibitor or Sponsor or their employees, contractors, suppliers and agents or any other person, for loss, damage, destruction by theft, fire or any other cause, save and except any death or personal injury caused by the Organiser's negligence.

This is whether by reason of any defect at the Venue caused by fire, storm, lightning, explosion, national emergency, war, labour disputes, strikes, lock-outs, civil disturbance, inevitable accident, force majeure or for any other cause not within the control of the Organisers whether of the same kind or not. The Organisers expressly do not take responsibility for any consequence of cancellation, postponement or abandonment of the Exhibition and all Exhibitors are advised to adequately insure against all their liabilities. The Exhibitor agrees and undertakes to secure his own insurance to cover all other liabilities and risks including personal, public and product liability claims. Notwithstanding the provision of this clause the Organisers liability to the Exhibitor or Sponsor shall be limited to the fees paid to the Organiser by the Exhibitor or Sponsor, save in respect of death or personal injury caused by the Organiser's negligence when the Organisers liability shall not be limited)

**10. Risk Assessment.** The Organisers reserve the right to require an Exhibitor or Sponsor to complete and submit an accurate risk assessment form where necessary and/or where demanded by the Venue owners or other recognised authorities. Failure to comply with this provision is a repudiatory breach of the contract which may result in the cancellation of this Contract without any entitlement to a refund of fees paid.

**11. Postponement or Abandonment.** The Organisers expressly exclude any liability in respect of any actions, claims, losses (including without limitation consequential losses), damages, costs or expenses whatsoever which may be brought, suffered or incurred by the Exhibitor or Sponsor or its employees, sub-contractors or agents as a result of the prevention, postpone or cancellation of an Exhibition or the Venue becoming wholly or partially unavailable for the running of the Exhibition, save that the Organisers will repay and money received from the Exhibitor or Sponsor (in accordance with paragraph 4) if the Organiser cancels the event. The Organisers shall be under no liability to the Exhibitor or Sponsor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor or Sponsor as the result of the happening of any such events as described in this paragraph. If, at the sole discretion of the Organisers, rearrangement or postponement of the period of the Exhibition, or by substitution of another hall or building or by any other reasonable manner the Exhibition can be carried out, this Contract shall be binding upon the parties, except as to size and position of stands, as to which any modifications, substitutions or rearrangement they consider necessary shall be determined by the Organisers. If the event is postponed by more than 48 hours the Organisers shall offer a refund of fees paid.

**12. Occupation of Stand Space.** The Exhibitor or Sponsor, its employees, agents and contractors, may enter the Venue for the purposes of stand dressing before the Exhibition at a time to be advised. Exhibitors or Sponsors requiring additional time must seek prior written agreement from the Organisers. In the event of an Exhibitor or Sponsor failing to take possession of his allocated stand space within one hour prior to the Exhibition beginning the Organisers will have the right to re-allocate the stand space and all monies paid shall be forfeited. Removal of exhibits and dismantling of stands and displays may not commence until the closing time advised, unless prior approval has been received in writing from the Organisers.

**13. Display Installation.** No Exhibitor or Sponsor will be permitted to install exhibits or displays in such a manner as, in the sole opinion of the Organisers, obstructs the light or impedes the view along open spaces or gangways. Gangways must be kept clear and free for passage and must not be littered or obstructed in any way. All electrical installations must be carried out by a contractor appointed by the Organisers or the venue in accordance with paragraph 16. No stand fitting, display or exhibit may exceed the height as defined by the shell scheme unless prior approval has been received in writing from the Organisers. An Exhibitor or Sponsor may not, unless by express permission of the Organisers, display directly or indirectly, advertise or give credits to any products or services other than his own or his named principal's.

**14. Damage to Exhibition Hall.** No nails, screws, bolts or other fixtures may be driven into any part of the Venue,

including floors. Nor may any part of the Venue be damaged or disfigured in any way. Should any such damage or disfigurement occur, the Exhibitor or Sponsor responsible shall be directly liable for any reparation charges incurred by the Venue owners.

**15. Exhibition Subject** – The Organisers reserve the right to cancel exhibition space and sponsorship for any company found to be exhibiting products or services that are in direct competition with CLIA members, prior to or during the event, or which denigrate any CLIA Member, CLIA Marketing Affiliate, or CLIA Executive Partner.

**16. Advertising Matter.** Exhibitors or Sponsors must not canvas or distribute advertising or promotional matter in any part of the Venue, except in the immediate vicinity of their own stands. Furthermore an Exhibitor or Sponsor must undertake to withdraw any advertising matter at the Exhibition to which the Organisers may reasonably object on the grounds of legality, decency or honesty, or which denigrate any CLIA Member, CLIA Marketing Affiliate, or CLIA Executive Partner, nor may any audio-visual system be used that would in the opinion of the Organisers cause annoyance or disturbance to others.

**17. Electrical Installation.** Any non-standard electrical installations must be approved in advance by the Organiser. All electrical installations are provided must be carried out by a contractor appointed by the Organisers or the venue and any additional costs incurred will be for the account of the Exhibitor or Sponsor.

**18. Stand Cleaning.** The Exhibitor or Sponsor is responsible for ensuring that its stand is maintained in a clean and orderly state. No storage space is available in the Hall and the Exhibitor or Sponsor must ensure that all packing materials and empty cartons are removed from the premises before the opening of the Exhibition.

**19. Dangerous Materials and Exhibits.** The Exhibitor or Sponsor must conform to the regulations and conditions concerning explosive and dangerous materials, combustible or otherwise, as laid down by the local authorities and other statutory bodies. Any materials/exhibits not approved by the authorities or the Organisers must be removed from the Venue.

**20. Fire Precautions.** All inflammable materials shall effectively comply with any statutory or local regulations or requirements to which the Exhibition may be subject. No packing material or empty cartons must stored on stands. Fire points must be kept clear at all times. The Exhibitor or Sponsor must comply with any reasonable instructions given by the local authorities, the fire officer and/or the Organisers to avoid risk of fire.

**21. Security.** Security will be provided at the absolute discretion of the Organisers but they cannot accept liability for any loss or damage that may occur. Conference badges must be worn at all times by the Exhibitor or Sponsor and their staff whilst in the Venue and in all other areas within the full control of the Organisers for the duration of the Event.

**22. Smoking.** Smoking is not permitted in the Venue or any other area under the control of the Organisers.

**23. General Conditions.** The Organisers will be responsible at all times for the control of the exhibition area. The Exhibitor is responsible for their materials, equipment and other possessions as well as for the supervision of their promotional activities and their employees, contractors, suppliers and agents. The Organisers' decision must be accepted as final where the requirements for the correct conduct of the Exhibition make an immediate decision imperative. The Exhibitor or Sponsor must comply with any requirements imposed on the Organisers by the local authority or any other competent authority.

**24. Variations.** These Terms and Conditions may only be varied by the written agreement of both parties, with such variation needing to be signed by a duly authorised signatory of each party.

**25. Assessment.** The Exhibitor or Sponsor may not assign the benefit and/or the burden of this Contract or any rights under it without the prior written consent of the Organisers, such consent may be refused by the Organisers at their absolute and exclusive discretion. For the avoidance of doubt, should the Exhibitor or Sponsor sub-contract any part of this Contract, such sub-contracting shall not in any way reduce or exclude the liability of the Exhibitor or Sponsor under this Contract.

**26. Waiver.** Failure or neglect by the Organisers to enforce at any time any of the provisions hereof shall not be construed nor shall it be deemed to be a waiver of their rights hereunder nor in any way affect the validity of the whole or any part of the Contract nor prejudice the Organisers' rights to take subsequent action.

**27. Confidentiality.** The Exhibitor or Sponsor undertakes not to disclose to any third party, other than to its professional advisers or as required by law or as agreed by the Organisers, any confidential information relating to the business or affairs of the Organisers.

**28. Enforceability.** If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

**29. Indemnity.** The Exhibitor or Sponsor hereby indemnifies the Organisers against any loss, damages or expenses incurred or suffered by the Organisers (including consequential loss which shall include but not be limited to loss of profit, loss of anticipated savings and other economic loss) as a direct result of an act or omission on the part of the Exhibitor or Sponsor in relation to the Contract.

**30. Data Protection.** Both the Exhibitor or Sponsor and the Organisers shall ensure that any personal data as defined by Australian Data Protection legislations, is processed and stored in accordance with the legislations. In particular, the Exhibitor or Sponsor undertakes that any data provided by the Organisers or generated in connection with the Event will only be used for the specific purposes outlined and that it will obtain similar undertakings in regard to any such data passed to sub-contractors.

**31. Third Parties.** The parties agree that no third party shall be entitled to enforce any rights under the Contract. Nothing in the Contract shall be deemed to constitute a partnership between the parties.

**32. Notices.** Any notices to be served on either of the Exhibitor or Sponsor, or the Organiser by the other shall be sent by pre paid recorded delivery post, facsimile or electronic mail to the address of the other, and shall be deemed to be received by the addressee within 72 hours of posting or 24 hours if sent by facsimile or on sending it by electronic mail to the correct facsimile number or electronic mail address provided that no message is received by the sender in the case of electronic mail that such message was not delivered.

**33. Law.** Each Contract concluded under these Terms and Conditions shall be governed by and construed in accordance with Australian Law and the parties agree to submit to the exclusive jurisdiction of the Australian Courts.

**34. CLIA Event Safety & Responsibility Policy.** CLIA is committed to providing a safe, productive, and welcoming environment for all event participants and CLIA staff. All Exhibitors or Sponsors are expected to abide by CLIA's Event Safety & Responsibility Policy. This Policy applies to all CLIA event-related activities, including those sponsored by organizations other than CLIA but held in conjunction with CLIA events, in public or private facilities. CLIA's Event Safety & Responsibility Policy is available at [www.cruising.org.au](http://www.cruising.org.au). If you experience harassment or hear of any incidents of unacceptable behaviour, CLIA asks that you inform a CLIA staff member or contact CLIA at 02-9964 9600 or email [info-aus@cruising.org](mailto:info-aus@cruising.org) so that we can take the appropriate action. CLIA reserves the right to take any action deemed necessary and appropriate, including immediate removal from the event without warning or refund, in response to any incident of unacceptable behaviour, and CLIA reserves the right to prohibit attendance at any future event.