

Brisbane Boat Show 2011 - Terms & Conditions

Definitions. In the interpretation of this Contract and of any Rules and Regulations made pursuant to the provisions hereof and unless the contrary intention appears:

Association shall mean Marine Queensland and any person or persons appointed by it to act on its behalf.

BCEC shall mean Brisbane Convention & Exhibition Centre

Centre shall mean BCEC, South Bank.

Exhibition shall mean the Brisbane Boat Show conducted by the Association at the BCEC.

Exhibitor shall mean and include the Exhibitor granted space by the Association and all employees and/or agents of such Exhibitor.

Exhibition Site shall mean the exhibition site in which the Exhibitor has been granted space by the Association.

Interpretation in the interpretation of this Contract:

(a) Statute where the context admits includes Orders in Council, proclamations, regulations, rules, by-laws and ordinances made under any statute.

(b) References to statutes include references to those statutes as amended from time to time.

(c) Headings and notes have been included for ease of reference and guidance and this contract shall be construed without reference to them.

(d) Singular number shall be deemed to include the plural and plural the singular and reference to one gender shall be deemed to include a reference to each other gender.

Installation period shall mean the period stipulated by the Association during which entry by the Exhibitor or his permitted contractor to the exhibition site will be permitted for the purpose of preparing for the exhibition.

Licence Fee shall mean all monies payable in respect of the occupation of the Licensed Premises by the Exhibitor.

Licensed Premises shall mean and include the stand or site allocated to the Exhibitor by the Association on or from which the Exhibitor shall be permitted to display his exhibit during the exhibition.

Removal period shall mean the period stipulated by the Association during which entry by the Exhibitor or its permitted contractor to the exhibition site will be permitted for the purpose of removing exhibits and dismantling stands.

1. Legal Requirements

The Exhibitor hereby covenants and agrees with the Association that the Exhibitor and its invitees shall comply with and observe:

(a) All legislation and the requirements of any competent authority relating to the use or occupancy of the Licensed Premises by the Exhibitor. The Exhibitor shall indemnify and keep indemnified the Association against the consequences of any failure or breach in respect thereof.

(b) The rules and regulations published or to be published by the Association of the purposes of the exhibition which form part of this contract for the use and occupation of the Licensed Premises.

(c) The Association shall be entitled at any time and from time to time to delete, vary or amend any of its rules and regulations produced for the purposes of the exhibition and a certificate signed by the Secretary or any duly authorised officer for the time being of the Association as to the rules and regulations in force from time to time shall be conclusive evidence that such rules and regulations are for the time being in force.

2. Removal of Goods and Exhibits by Association

If the Exhibitor breaches any of these Terms and Conditions, any additional rule or regulation imposed by the BCEC or any relevant legal requirement, or if the Association considers it desirable in the interests of the Exhibition, the Association will be entitled, at the cost of the Exhibitor, to remove all of the Exhibitor's goods and exhibits from the Exhibition Site.

3. Scope of the Exhibition

3.1 All exhibits in the Exhibition must be marine, boating or associated products and services. The Association will determine the scope of the exhibition and the Exhibitor shall not display on the Licensed Premises any exhibit which the Association in its discretion determines does not fall within the scope of the Exhibition or is for any other reason, unsuitable for the Exhibition or which, in the opinion of the Association is not in the best interests of the Exhibition.

3.2 The Exhibitor shall not display any motor vehicle, bike or other type of non-marine product without the prior written consent of the Association.

3.3 The Exhibitor agrees to display only new, unused current –model-year boats and products unless permitted with prior consent of the Association.

4. Children

Children under 16 years of age are not permitted on site during move in and move out as the site is classed as a construction zone. Please ensure that you have organized child minding as children are not permitted on site during move in or move out. NO responsibility will be taken for any injuries to children on site at anytime. Any children found on site during move in or move out will be asked to leave.

5. Bikes, Scooters, Skateboards, Rollerblades are NOT allowed anytime during move in and move out and anytime of the show.

6. Illegal or Immoral Use

The BCEC shall not be used for any illegal or immoral purpose and the Association reserves the right to remove any goods or materials, which, in its opinion or the opinion of the BCEC, may be offensive or obscene. The BCEC shall not be used for the purposes of betting or gambling.

7. Receipts

Security will not allow customers to exit with goods if they do not have a receipt/s. Exhibitors shall ensure their customers are issued with a receipt for all purchases.

8. Alteration to the Licensed Premises

8.1 The Association reserves the right at any time and from time to time to make such alterations to the Licensed Premises as may be necessary in the best interests of the Exhibition and to alter size, shape or position of the Licensed Premises allocated to the Exhibitor. If as a result of such alteration the Licensed Premises shall be reduced and appropriate allowance will be made to the Exhibitor by adjustment of the Licence Fee at the absolute discretion of the Association.

8.2 No alteration to the Licensed Premises will be made in such a way as to impose on the Exhibitor any greater liability for the Licence Fee other than that undertaken in the contract without the prior consent of the Exhibitor being first obtained.

9. Payment

9.1 The Exhibitor hereby covenants with the Association to pay the Licence Fee and all monies payable by the Exhibitor to the Association in respect of the exhibition at the time and in the manner stipulated by the Association.

9.2 The Association reserves the right to reject any application by an organisation that is in any way indebted to the Association in respect of previous shows or exhibitions staged by the Association at which they have exhibited. The Association has no obligation to accept an application.

10. The Licence Fee shall be paid as follows:

10.1 An initial payment of 30% of the total space rental must be forwarded to the Association with the Space Application Form.

10.2 A second payment of 30% of the total space rental must be forwarded to the Association by 16 June 2011.

10.3 A final payment of 40%, including any other charges, must be forwarded to the Association by 21 July 2011. Applications received after 21 July 2011 must include full payment of total space.

10.4 In the event of any payment being 7 days in arrears, the Contract with the Exhibitor may, at any time thereafter, be cancelled by notice in writing by the Association to the Exhibitor. In this event, all monies previously paid shall be forfeited to the Association, and the Exhibitor shall have no right or claim under the Contract, but such cancellation shall not prejudice any existing rights or claims by the Association against the Exhibitor. All payments shall be made to the Association and forwarded to the Association.

11. Increase of Licensed Premises and New Space

In the event of any Exhibitor requiring the Association to increase or allocate new space after 21 July 2011, all monies due shall be paid in full by means of cash payment, bank cheque or direct deposit.

12. Withdrawal of Exhibitor

12.1 If requested by the Exhibitor to do so prior to 16 June 2011, the Association may release the Exhibitor from part or all of its obligations under this Contract and the Exhibitor will be liable to pay 25% of all monies due under this Contract.

12.2 If requested by the Exhibitor to do so between 16 June & 21 July 2011, the Association may release the Exhibitor from part or all of its obligations under this Contract and the Exhibitor will be liable to pay 50% of all monies due under this Contract.

12.3 For any withdrawal requests made by the Exhibitor after 21 July 2011, the Association may release the Exhibitor from part or all of its obligations under this Contract and the Exhibitor will be liable to pay all monies due to the Association under this Contract forthwith.

12.4 No refund will be given on the application fee.

13. Outstanding Occupation Fee

No Exhibitor will be allowed access to the Exhibition Site unless all monies owing to the Association, of whatever nature, are fully and completely paid.

If such access is inadvertently allowed, the Association reserves the absolute right to remove any of the goods or vessels of the Exhibitor.

14. Construction of Stands

14.1 On or before such date as the Association determines the Exhibitor shall submit to the Association for approval detailed designs, drawings and specifications in duplicate for the fitting out of the Licensed Premises. If the Association does not approve of the designs, drawings and specifications then the Exhibitor shall make such amendments thereto and/or shall prepare and submit such further designs, drawings and specifications as may be necessary.

14.2 The decision of the Association in respect of designs, drawings and specifications or any other matter relating thereto shall in all respect be final and binding on the Exhibitor.

14.3 All structures must be confined within the Licensed Premises.

14.4 Subject to the conditions contained in this clause and any requirements of the BCEC, the Exhibitor will be permitted to employ a contractor of its

choice, except in the area where a booth has been allocated. An Exhibitor who employs a contractor for the construction of a stand or other related services must provide the association with the following items prior to that contractor entering the BCEC. These items include a public liability insurance certificate of currency and an Occupational Health and Safety Plan.

14.5 All work in connection with the construction, assembly erection, installation, display decoration and dismantling of stands shall be carried out in accordance with this Contract and the terms and conditions specified by the Association from time to time.

14.6 All materials used during construction of stands and other structures must be non-combustible, inherently non-flammable or flameproof.

14.7 The Association may at the expense of the Exhibitor remove or alter anything in, on, or forming part of any stand or exhibit if in the Association's opinion it is desirable to do so in the interests of the Exhibition.

14.8 During the installation period the Exhibitor will proceed with all due diligence with the construction and preparation of its stand and exhibits for the purpose of the Exhibition and will complete the same by such date as may be stipulated by the Association.

14.9 Subject to any requirements of the BCEC, all exhibits shall be delivered and placed in position on the Licensed Premises during the installation period and no later than the day and time specified by the Association.

14.10 All exhibits must be removed from the Licensed Premises no later than the day and time specified by the Association.

14.11 The Association will indicate the requirements in respect of floor loadings and in no circumstances shall these requirements be exceeded by the Exhibitor.

14.12 Height of dividing walls and back walls must be the exact height of 2.4m and all walls must be lined both sides particularly when facing another stand unless backed onto a wall.

14.13 No walls, office or point of sale construction shall be erected so as to obstruct view of other displays. All plans are to be submitted to the Association before they can be erected. Should approval not be sought and it is the opinion of the Association that the erection does not comply with policy then the cost for moving or alterations will be borne by the Exhibitor.

14.14 The exhibitor must not tape, tack, staple or otherwise affix any object to the surface of the Licensed Premises or the Exhibition site. Absolutely no core drilling or fixing into the floor of the Exhibition site is permitted. Any tape, tape residue, paint or stains left on the floor of the Exhibition site will be removed at the Exhibitors cost.

14.15 All aisle ways are deemed to be part of the Association's area and no display, stickers or promotional material may be placed in this area. The Association reserves the right to deem any such item as their property and they will be removed at the Exhibitors expense, whilst deeming their placement as the Exhibitors responsibility and any incidence as a result of their placement will be deemed to be caused by the actions of the exhibitor.

15. Admission to Exhibition

Access for Exhibitors will be restricted to the designated entrances as per the current Floorplan. The Association reserves the absolute right to refuse any person admission to the Exhibition Site without assigning any reason.

Without limiting the generality of the foregoing:-

(a) The Association will on request supply each Exhibitor with such number of entry passes as the Association decides from time to time is reasonable for the use of the staff of the Exhibitor.

(b) No form of admission pass or ticket will be valid except that issued by the Association which may issue to each Exhibitor such number of complimentary passes for distribution to visitors as the Association may determine in its absolute discretion.

(d) The Association reserves the absolute right to determine the rates to be charged to the public for admission to the Exhibition Site.

(e) During the installation and removal period only authorised employees and/or agents of the Exhibitor will be permitted to enter the exhibition site.

16. Sub-Letting

16.1 The Exhibitor shall not sub-let, share or part with possession of the Licensed Premises or any part thereof without the prior written consent of the Association. Where such consent has been obtained, a site sharing fee will be payable in addition to the shared Licence Fee in respect of the Licensed Premises.

16.2 Sub-letting in this use includes renting, sharing, donating or in any way allowing another company, organisation, club or person to display or advertise in an Exhibitor's Licensed Premises. Non-exhibiting companies, organisations, clubs or persons will not be allowed to place stickers, placards, brochures, magazines, catalogues or the like, or other signs anywhere in the Show.

17. Termination

17.1 The Association may by notice in writing to the Exhibitor terminate the Contract if:

(a) the Licence Fee or any part thereof or any other sums payable by the Exhibitor to the Association in respect of the Exhibition are unpaid for a period of more than 7 days from the day on which the Licence Fee or other sum was due to have been paid;

(b) the Exhibitor breaches or evinces an intention to break any of the covenants, terms or 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 of 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 Exhibitor fails to present or conduct its exhibits in a manner contrary to the manner it was first presented to the Association in the Exhibitor's application;

(h) the Association is of the opinion that there is a real possibility that damage may be caused to any of the Exhibition 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 Exhibition or that the manner in which the exhibitor uses or proposes to use the Licensed Premises is illegal or otherwise contrary to law or likely to injure the reputation of the Association or the BCEC.

17.2 Upon such termination, the Association will be entitled to remove all exhibits and property of the Exhibitor from the Licensed Premises and to send the exhibits and property, at the risk and expense of the Exhibitor, to the address of the Exhibitor specified on its Space Application Form. All sums paid by the Exhibitor to the Association in respect of the Exhibition will be forfeited, without prejudice to any right or claim which the Association may otherwise have.

18. Contract

This Contract shall be deemed to have been made in the State of Queensland and shall be construed in accordance with the laws thereof.

19. Period of Limitation

It is hereby agreed and declared that the Association shall not be liable to the Exhibitor in respect of any claim howsoever arising under this contract or in respect of the exhibition unless such claim is made in writing to the Association not later than 14 days after the last day of the month in which the final day on which the Exhibition is open to the public falls.

20. General Lien

All exhibits and other property of the Exhibitor shall be subject to a general lien in favour of the Association in respect of all monies payable by the Exhibitor to the Association pursuant to the provisions hereof.

21. Exclusion of Verbal Arrangements

The Exhibitor hereby acknowledges that it has entered into this Contract without relying upon any representation by the Association or by any person on behalf of the Association and that no variation, amendment, addition or alteration to the Contract shall be binding on the Association unless in writing signed by the Secretary or other duly authorised officer of the Association.

22. Delivery of Exhibits

22.1 During the move-in and move-out period, Exhibitors and their contractors will be given access to the Exhibition Site. During these periods, all Exhibitors shall co-operate with the BCEC Management and shall follow traffic and parking directions issued by the traffic marshals.

22.2 The Association and the BCEC accept no responsibility for the safety of vehicles and their contents while parked in the unloading area.

22.3 The Exhibitor shall arrange for a representative to be present at the Exhibition Site when deliveries of goods and exhibits are affected. The Association will not accept delivery of goods or exhibits on behalf of the Exhibitor. Delivered goods and exhibits shall at all times remain under the control of the Exhibitor.

22.4 Any damage caused by delivery vehicles entering the Exhibition Site on behalf of the Exhibitor shall be repaired at the cost of the Exhibitor.

22.5 All packing cases shall be removed from the Exhibition Site prior to the opening of the Exhibition and shall not be stored so as to obstruct access to the Exhibition Site.

22.6 If the Exhibitor wishes to gain access to the Exhibition Site outside scheduled access times, the Exhibitor shall notify the Association in writing at least 24 hours prior to the proposed access. The Association reserves the right to refuse any such application.

23. Dismantling and Removal of Goods and Exhibits by Exhibitor

The Exhibitor shall not dismantle or remove any part of its stand, goods or exhibits without obtaining a goods pass out ticket from the Association's office at the Exhibition site. All goods and exhibits must be removed from the Licensed Premises by 6pm Monday 29 August 2011.

24. Conduct of Exhibitor

24.1 The Exhibitor shall ensure that its stand is open to view and staffed by competent representatives during the daily official hours when the exhibition is open to the public for the whole period of the exhibition.

24.2 If an Exhibitor fails to open its stand or uncover its exhibits the Association may do so and the Exhibitor shall be liable for any charges that may be incurred thereby. The Association shall not be liable for any losses including consequential losses sustained by the Exhibitor as a result of this action.

24.3 The Exhibitor must conduct business only from the Licensed Premises.

24.4 The Exhibitor shall not sell food, drink or tobacco (unless authorised to do so) from the Licensed Premises without the prior written consent of the Association.

24.5 The Exhibitor shall not hold any auction nor permit any sale by auction on the Licensed Premises or any other part of the Exhibition Site.

24.6 If in the opinion of the Association the business of any Exhibitor is being conducted upon the Licensed Premises in a manner as to make it likely that persons doing business with the Exhibitor may be dissatisfied or that discredit may be brought upon the Exhibition or the pleasure boating industry the Association may terminate the Exhibitor's right to use the Licensed Premises.

24.7 The Association shall not be liable for any loss including consequential loss sustained by the Exhibitor arising out of such termination.

24.8 The Exhibitor shall maintain the Licensed Premises in a clean state through the period of the Exhibition.

24.9 The Exhibitor shall ensure that the aiseways and passageways in front of the Licensed Premises are kept completely free from obstruction during the whole of the time that the exhibition site is open.

24.10 The Exhibitor shall provide at its own expense its own facia which shall be clearly displayed on the Licensed Premises - the only exemption being the area organised and provided by the Association.

24.11 The Association reserves the right to affix stand numbers on any part of the Licensed Premises.

24.12 The Exhibitor shall forthwith upon the happening thereof give to the Association notice in writing of any accident to or defects in the water or gas pipes lights or other electrical fittings used in connection with the water gas electricity or other services.

24.13 The Exhibitor shall pay all charges for telephone, gas, electricity and other utility services to the Licensed Premises as directed by the Association.

24.14 The Exhibitor shall not conduct or permit to be conducted any auction, lottery, raffle, guessing competition, game of chance, side show or collection, whether for charity or otherwise, on the Licensed Premises without the prior written consent of the Association.

24.15 The Exhibitor shall not run any outboard or other engine or mechanical devices within the Exhibition halls.

24.16 The Exhibitor acknowledges and agrees that one of the major purposes of the Exhibition is to introduce and engage members of the public to the range of products and services of those firms involved in the pleasure boating industry. Accordingly, the exhibitor must have a good representation of its products on display and if any catalogues or other reference material is offered to members of the public at the Exhibitor's stand, the products to which those catalogues refer must be available for sale at premises within Australia.

5. Indemnity

The Exhibitor shall indemnify the Association 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 compromises of actions, claims, demands, proceedings or suits and all legal costs on a solicitor-own client basis in respect thereof) which the Association and its employees, agents and other representatives may suffer or incur by reason of or in relation to:

- (a) any act, default or omission on the part of any one or more of the Exhibitor, its employees, agents, invitees, licensees, 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 Association 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 Exhibition; 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 venue 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.

26. Insurance

The Association will take out and maintain for the duration of the Exhibition a Public Risk Insurance Policy covering the entire Exhibition Site.

27. Public Liability Insurance

27.1 Exhibitors are reminded that Public Liability Insurance is an absolute necessity.

The Exhibitor will have proof of current Public Liability Insurance minimum \$10,000,000.00 cover.

PLEASE NOTE: Your current certificate of insurance must include the following insertion:

Noted - Interested party;

- Marine Queensland (Brisbane Boat Show)
- Brisbane Convention & Exhibition Centre

The Association will not take out any insurance in respect of any of the property of the Exhibitor and it is the Exhibitor's responsibility to insure all property brought by the Exhibitor onto the Exhibition Site.

27.2 The Exhibitor shall comply with all applicable legislative requirements in relation to workers' compensation insurance.

28. Liability

28.1 The Association, the BCEC, and all of 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 Exhibition.

28.2 The Association and all of its employees, agents and other representatives shall not be liable, and are hereby released from liability, in respect of the condition of the Licensed Premises and the Exhibition Site, any stand, structure or building erected thereon and any action occurring therein.

28.3 The Association 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 Exhibition Site caused by any factor beyond the reasonable control of the Association.

29. Failure of Services

The Association will use its best endeavours to ensure the supply of public utility services but it shall not incur any liability to the Exhibitor for losses damages or expenses or otherwise if through strike lock-out accident force majeure or any other cause beyond the control of the Association any of such services shall whole or partially fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of monies due or paid under this Contract.

30. Printed Matter

Handbills, advertisements, decorations, photographs and printed matter shall be subject to the prior approval of the Association and may be shown, displayed or distributed only from the Licensed Premises.

31. Site Cleaning

31.1 The Association shall be responsible for the general cleaning of the aisles and passageways daily in the Exhibition Site.

31.2 The Association may appoint official cleaning contractors who in such event will be the only cleaning contractors permitted onto the Exhibition Site.

31.3 The Exhibitor must ensure that the Licensed Premises are cleaned each day prior to the opening of the exhibition and during the exhibition.

32. Security

32.1 The Association will provide 24hour security for the Exhibition Site from commencement of move-in period to the expiration of move-out period.

32.2 The Exhibitor shall comply with all requirements and direction of Security from time to time in respect of security and crowd control within the emergency evacuation from the Exhibition Site.

32.3 The safety and security of Exhibitor's exhibits and other property and persons remains the Exhibitors responsibility and the Association accepts no liability or responsibility for any theft, losses or damage to the Exhibitors space, stand, exhibits or other property belonging to the Exhibitor or in the Exhibitors possession, care or control.

32.4 The show security will take charge at all times, at all gates where access is permitted. Exhibitors must ensure that their passes are carried at all times. All pass holders must carry a photo ID to allow validation of pass holders. Passes are not transferable.

32.5 The Association reserves the right to expel, or prohibit or restrict entry to any person whose presence at the show is (in our discretion) not in the Exhibitors interests or the interests of visitors, the show or the boating industry.

33. Postponement or Abandonment

If the holding of the Exhibition is prevented, postponed or abandoned by reason of fire, storm, lightning, national emergency, labour dispute, strike, lock-out, civil disturbance, explosion, accident or any other cause not within the control of the Association or the Exhibition Site becomes wholly or partially unavailable for the holding of the Exhibition the Association may in its absolute discretion cancel the exhibition and return such part (if any) of the Licence Fee paid by the Exhibitor as it shall determine. In any such case the Association shall not be liable in any way whatsoever for any expenditure or liability or loss including consequential loss incurred by the Exhibitor.

34. Exhibitor Noise Level Restriction

The use of display equipment such as videos and televisions etc may be permitted however sound levels from such equipment must not be intrusive to other Exhibitors. The Association reserves the right to terminate the use of such equipment at its absolute discretion. The Exhibitor shall not use a public address system of whatsoever nature on the Licensed Premises or any other part of the Exhibition Site in any circumstances.

35. Photographic Rights

The Association reserves the photographic rights to and in the Exhibition. The Association may appoint official photographers to carry out any photographic work required by the Exhibitor. An Exhibitor wishing to use his own photographers or film unit must make prior written application to the Association to do so.

36. Liquor Control, Regulations

36.1 The Liquor Control Regulations state that liquor must not be consumed on any stand within the Exhibition unless a liquor permit to consume liquor has been paid for and the said certificate is placed in a prominent position on your stand.

36.2 No alcohol is to be consumed by Exhibitors on the Licensed Premises. The only areas where liquor can be consumed without a permit are the bars

and dining room controlled by the Liquor Licence Operator designed by the Association, where applicable.

37. Food, Drink and Tobacco

37.1 The Exhibitor must not sell any item of food, drink or tobacco on the Exhibition Site and will not distribute or give away samples of food, drink or tobacco on the Exhibition Site without the prior written consent of Marine Queensland or the BCEC Management.

37.2 Where consent is given, the Exhibitor must ensure that:

- (a) liquid samples are in portions no larger than 100ml (non-alcoholic beverages) and 50ml (alcoholic beverages); and
- (b) samples of solid foods are no larger than bite size, may easily be picked up (eg. with toothpicks) and are protected from contamination (eg. on trays fitted with plastic covers).
- (c) all eating and drinking utensils must be disposable and must not be re-used and the Exhibitor must provide receptacles for the collection of rubbish from samples.
- (d) the BCEC is a non smoking venue and smoking is not permitted within the BCEC grounds.

38. Fire Regulations

38.1 The installation of any fuel burning appliance with liquid or solid fuel shall conform to the Uniform Building Guidelines.

38.2 The installation of any LPG appliances for demonstrations shall comply with the Queensland Act and Regulations, Australian Standard 1596 LP Gas – Storage and Handling, and AG 601 Gas Installation Code and be used and positioned only with the written approval of the BCEC and the Queensland Fire and Rescue Authority.

38.3 A 4kg CO₂ or 4kg Dry Chemical fire extinguisher is to be provided for each appliance using LP Gas by the Exhibitor.

38.4 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.

38.5 No craft or trailer can be exhibited without a minimum of 1 metre clearance between each unit.

38.6 Flammable materials such as any of the following must be treated for fire retardation with an index greater than 6. Proof of treatment may be required. Crepe Paper, Corrugated Cardboard, Styrene, Hessian, Straw/Hay/ Leaves

39. Fire Precautions

39.1 It may be necessary for you to contact the Manager, Community Safety Department, Queensland Fire & Rescue Authority, PO Box 000, New Farm 4005, relative to the construction of your showstands, passageway and fire exists. Phone 3362 9932 Fax 3362 9929.

39.2 All emergency exit doors must be unlocked and unobstructed. All roller shutters must be locked in the open position at all times the buildings are occupied.

39.3 Each pavilion is equipped with appropriate fire fighting equipment, which must not be built over or obscured by display stands, or other material. Fire hoses and other fire fighting equipment provided and maintained in pavilions by the Association must not be interfered with or handled except in the case of fire.

39.4 At least one fire extinguisher of a type approved by the appropriate fire authority must be maintained on each exhibitor's stand.

39.5 As our buildings are fitted with smoke detectors it is the hirer's responsibility to advise the BCEC if they are using machines, which may set off these detectors. In the event that the Association is not advised and the Fire Services attend then the charge for this service will be billed to the hirer.

40. Maintenance of Exhibition Premises

No attachment, fitting, fixture or defacement can be made to the flooring, ceilings, internal BCEC or external BCEC walls of the building. If any adhesive tapes, glue etc. are used on walls, all residue/staining must be removed. Any damage to paintwork must be repaired, at the expense of the Exhibitor. (This could result in complete walls requiring repainting).

41. Signs and Banners

The Exhibitor shall not attach signs, banners or similar materials to the ceiling, walls, windows, railing or other surfaces of the Exhibition Site without the prior written consent of the Association. The Exhibitor will be liable for the cost of removing signs or banners attached without the Association's consent. All signs and banners must be contained within the Licensed Premises.

42. Water Supply Connection

Exhibitors requiring water supply or drainage connections should contact the BCEC Floor Manager or the Association to make arrangements for such connection. No connections may be made without such authority and all charges and costs relating to such connections shall be borne by the exhibitor.

43. Electrical

43.1 Marine Queensland reserves the right to carry out all electrical work on the Exhibition Site. No person will be allowed to carry out any connection electrical work to the main switch board other than the official electrical contractors.

43.2 In no circumstances must Exhibitors interfere with any electrical installation, except to connect apparatus to authorised power points. If Exhibitors do, or permit another to do so, the Association may at our discretion, have the Exhibitors electrical supply immediately disconnected.

43.3 Exhibitors will be provided with adequate lighting to illuminate the overall Exhibition Site. The cost of this service and power usage during the show has been

included in space rental charges. This service may not be sufficient to satisfactorily light individual stands and exhibitors may need additional and/or special lighting.

43.4 Please ensure all lights are turned off when not required.

43.5 All temporary electrical installations must be fitted with an RCD residual current device (earth leakage circuit breaker) at the point of connection to the various installations.

43.6 All specified electrical equipment, tools, appliances, lights and leads used during bump-in, bump-out or during the event, on the BCEC site, must be tested and tagged in accordance with the Queensland Workplace Health & Safety Regulations 1997 part 16- Class 2 Electrical Work (assembly, fabrication and installation).

43.7 All organisers, licenses, exhibitors and contractors must comply with the following:

- (a) no double adapters to be used at all
- (b) no piggy back plugs to be used on extension leads
- (c) all specified electrical equipment is not used to perform Class 2 work unless it is:
 1. inspected, tested, and tagged by a competent person
 - I. if the equipment is double insulated - at least every year
Or
 - II. if the equipment is not double installed - at least every 6 months
 2. connected to
 - I. a type 1 or 2 residual current device at a switchboard where a final circuit of electrical wiring at the workplace originated
Or
 - II. a type 1 or 2 portable residual current device

Any electrical equipment found to be untagged MUST be tested and tagged or removed from the BCEC site immediately.

PLEASE ENSURE YOUR CONTRACTORS ARE GIVEN A COPY OF THIS BCEC REQUIREMENT.

44. Fixtures & Fittings

The Conditions relative to fixtures and fittings to the BCEC buildings must be adhered to in every detail. These are listed as follows:

- (a) suspending or attaching fixtures, wire or fittings of any description to the associations buildings, steel structures or stanchions is strictly prohibited. Calico and foam signs without frames may be able to be erected but subject to BCEC approval.
- (b) excavation. Driving pegs etc BCEC approval and guidance must be obtained prior to any disturbance of ground, as there are numerous underground services within the showgrounds.
- (c) floors of the BCEC buildings cannot be damaged in any way whatsoever. Fixtures and fittings cannot be attached to the floor.
- (d) this association undertakes to rent the space and buildings thereupon in their present condition. All subsequent plumbing, carpentry and electrical requirements will be the responsibility of the licensee.
- (e) adhesive tapes glue, etc. If used, all residue or staining must be removed and any damage to paintwork must be repaired. (This could result in complete walls requiring repainting).
- (f) at any time during the currency of the your booking BCEC officials shall have the right to enter for the purpose of undertaking periodical inspections. This does not reduce obligation of the licensee to personally ensure compliance with all requirements of the association as set out in these conditions.

45. Workplace Health and Safety

45.1 Exhibitors have to comply with the provisions of the Workplace Health and Safety Act 1995 and all other relevant legislation and with the directions and requirements of the Show's Workplace Health and Safety Consultant.

45.2 A stepladder is required to erect any stand display material that is out of reach and that a chair is not designed to be a safe working platform.

46. Space Allocation Exhibition Halls

Space allocation will only commence on the receipt of applicable deposit (including administration fee) and fully completed Application Form with at least three options indicated. Please note, this rule applies to application forms with the appropriate deposit attached. Applications received by facsimile or by mail without deposit cheques cannot be processed.

47. Corner Shell Scheme Stands

All corner shell scheme stands attract a 10% corner surcharge.

48. Concourse Open Space & Shell Booth Space

The following points are considered prior to concourse stand allocation:

- 48.1 Priority is given to products not directly related to marine activities.
- 48.2 Space inside the main hall is not available.
- 48.3 Concourse stand size is limited to a maximum of 100m² per exhibitor.
- 48.4 The weight and size of the product to be displayed must be submitted prior to allocation.

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