



March 2024

## **JAPAN EXPO TERMS AND CONDITIONS, RULES, AND REGULATIONS**

### **THE PARTIES AGREE AS FOLLOWS**

#### **1.0 Definitions**

The word “Company” means J Culture Sydney Pty Ltd.

The word “Exhibitions” means the Exhibition for which space is ordered and is to be read as including “Show and Fair”.

The word “Exhibitor” means the company or person ordering Space and includes their respective employees’ servants, agents and any company or person engaged by them in connection with the exhibition.

The word “Space” means the area of the Exhibition referred to on the front hereof as “Stand No.” allocated to the Exhibitor during the Exhibition.

The words “Venue Management” means the persons who are for the time being the owner, lease, licensee, manager, or operator of the venue where the Exhibition is being conducted.

#### **2.0 Interpretation**

The word “Persons” shall include corporations. Words importing the masculine gender shall include all genders as the case may require and vice versa. The headings of clauses have been inserted for guidance and do not and shall be deemed not to form part of this agreement. In the event of a Space being allocated to several Exhibitors each of such Exhibitors is jointly and severally liable for any monies payable hereunder. The Company shall have full power to interpret and to make or amend these Conditions, Rules and Regulations provided that such amendments and additions do not operate to diminish the rights reserved for the Exhibitor under this Agreement and shall not operate to increase the liabilities of the Company.

#### **3.0 What the Exhibitor Must Do**

3.1 In relation to the construction of exhibits and displays the Exhibitor shall ensure that:

3.1.1 displays and demonstrations are to be in keeping with the dignity and atmosphere of the Exhibition and the Company reserves the right to reject any display or demonstration and to take any necessary steps to stop any disturbance or nuisance during the Exhibition. The Company reserves the right in its absolute discretion to eject from the Exhibition any of the employees, servants, agents, or contractors of the Exhibitor who acts in breach of this provision.

3.1.2 the height of dividing walls and back wall of exhibit stands must be the exact height of 2.4m and all walls must be lined both sides unless backed on to another stand or wall. All plans for stands must be approved by the Company before they can be erected.

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3.1.3 the height, width, and weight of exhibits, displays and goods must be in accordance with Venue Management's rules and regulations in their lease to the Company.

3.2 The Exhibitor will be liable for any damage to walls or floors of the building in which his exhibit is housed, and shall not paint, attach to, or otherwise alter the floors or walls.

3.3 The Exhibitor shall pay all reasonable and proper charges for electrical installations and power consumed on the Space allotted to it. Exhibitors shall only use Electrical Contractors authorised by the Company. No electrical work may be carried out in the Exhibition by any person other than a person authorised by the Company.

3.4 All Exhibitors are to ensure that appropriate union labour is employed in the construction of exhibition stands and that all industrial stands and that all industrial awards and Health and Occupational Safety Legislation are complied with.

3.5 At all times comply with the regulations from time to time in force and issued by any government department or statutory authority including but not limited to, the relevant Department of Health, Liquor Administration Board, Fire Authority, Australian Securities Commission, Trade Practices Commission, Consumer Affairs Authority, Office of Fair Trading and Venue Management. The Exhibitor shall indemnify the Company in respect to any proceedings or actions brought against the Company by any person because of any breach by the Exhibitor of any statutory provision, regulation ordinance or by-law of any government department or duly constituted statutory authority. The Exhibitor shall not call upon the Company to adjudicate on any disputes as between Exhibitors or require the Company to do any act or refrain from doing any act in respect of or arising out of any breach by any Exhibitor of any of the statutory provisions, regulations ordinances or by laws referred to herein. This clause does not derogate any of the powers given to the Company as set out in Clause 3.1.1 hereof.

3.6 If the Exhibitor sells any products from its space it agrees to issue to any purchaser an official pass out slip and to secure the purchaser's consent to surrender such slip to the security guard at the exit gates as a condition of leaving with the goods. If the Exhibitor sells any goods it agrees to indemnify the Company against any claim or action by any purchasers arising out of any failure by the Exhibitor of the purchaser to comply with this paragraph.

3.7 In the event of any Exhibitor displaying foodstuffs, he shall comply with the relevant Health Acts and Regulations made thereunder. Written consent must be obtained from venue's Caterers.

3.8 Microphones, sound amplifiers and machine demonstrations will be permitted only where the level of sound causes no annoyance to other Exhibitors or visiting public. The Company shall be the sole judge as to whether there is any annoyance to other Exhibitors or the visiting public.

3.9 It is the obligation of the Exhibitor to ensure the cleanliness and tidiness of the Space occupied. The Company shall be the sole judge as to whether the stand or exhibit is in a clean and tidy condition.

#### **4.0 What the Exhibitor Must Not Do:**

The Exhibitor shall not:

4.1 conduct or permit to be conducted any lottery, raffle, guessing competition, game or chance or slideshow during the Exhibition without a permit where applicable.

4.2 remove any exhibits, displays, goods or tools of trade during the Exhibition without the approval of the Exhibition Director and unless an official pass out slip issued by the Exhibition Director has been

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obtained. 4.3 If the Exhibitor sells or distributes Liquor then he must obtain any and all necessary permits from the relevant licensing authority.

### **5.0 Entry Permits and Car Parking**

The Exhibitor will:

5.1 be given identity cards for themselves and their assistants to enter the Exhibition during the duration of Exhibition.

5.2 be charged for car passes where applicable.

### **6.0 What the Company Will Do**

The Company will:

6.1 carry out general cleaning of aisles and passages daily.

6.2 use its best endeavours to ensure the supply of the services mentioned herein.

### **7.0 Liability and Indemnity**

7.1 The Company shall not be liable for any loss or damage whatsoever to exhibits, displays or goods arising as a result of loss, damage, theft, fire, water, storms, strikes, riots, civil commotion or any other cause whatsoever or whether occasioned by direct interference, negligent act or omission and the Exhibitor agrees to indemnify the Company in respect of any claims being made against the Company in respect of such loss or damage.

7.2 The Company shall not be responsible for any damages claimed by any person or persons who may be injured whilst in any space or area of the Exhibition allotted or under the control of the Exhibitor or because of any omission or act of neglect or default of the Exhibitor. The Exhibitor agrees to indemnify the Company in the event of any action, claim suit or demand made against the Company such indemnity to include all costs incurred by the Company in defending such action, claim suit or demand, taking advice in relation thereto and being represented at any proceedings arising out of any accident including any inquiry or inquest.

7.3 The Company shall not be liable to the Exhibitor for any losses, damages or expenses arising out of total or partial failure of the supply of services referred to herein caused by strike, riots, civil commotion, lock out, accident, force majeure, blackouts, or any other cause beyond the control of the Company. In the event of a total or partial failure of any services as a result of any of the abovementioned causes the Exhibitor shall not be entitled to a refund of any monies paid by it nor shall it be relieved of any obligation to pay any amount due under this Agreement nor shall the Company be liable in any way for any expenditure or liability or losses including consequential loss incurred or sustained by the Exhibitor.

7.4 If the holding of the Exhibition is prevented or abandoned because of any of the occurrences referred to in Clause 7.3 the Exhibitor shall not be entitled to refund of any monies paid by it nor shall it be relieved of the obligation to pay any amount due under this Agreement nor shall the Company be liable in any way for any expenditure or liability or loss including consequential loss incurred or sustained by the Exhibitor.

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## **8.0 Exhibition Dates and Hours**

The Company:

8.1 shall determine when the Exhibition shall be opened to the Exhibitors and the public and their decision as to such hours shall be final and conclusive.

8.2 reserve the right always to postpone or amend the stated dates of the Exhibition to a date which is, in the opinion of the Company, most applicable for such an Exhibition, utilising this right only where circumstances necessitate such action, and without any liability to the Company and sponsors for any losses damages or expenses which the Exhibitor may incur as a result thereof.

## **9.0 General**

The parties expressly agree that all the terms of this Agreement are in the written document and neither has relied on any representation or warranty of the other in entering this Agreement.

## **10.0 Insurance**

The Exhibitor warrants and declares that is has obtained for the entire period of the exhibition a public liability policy with an acceptable Insurer; coverage of a minimum amount of \$20,000,000 for any one occurrence and shall supply to the company a Certificate of Currency signed by the Insurer as evidence of the existence of such coverage, noting thereon the interest of J Culture Sydney Pty. Ltd. as regard the Exhibition.

## **11.0 Default Provisions**

11.1 If the Exhibitor fails to comply in any substantial respect with the Terms, Conditions, Rules and Regulations of this Agreement, the Company shall have the right to sell the Space. The Exhibitor is to be liable for any loss suffered by the Company thereby and all monies paid by the Exhibitor hereunder shall be absolutely forfeited to the Company. If the Exhibitor fails to occupy the space within 1 day prior to the commencement of the Exhibition, the Company is authorised to occupy or cause the space to be occupied in such manner as it may deem best in the interests of the Exhibition without refund to the Exhibitor and without releasing the Exhibitor from any liability hereunder. Provided the Exhibitor has not breached any of the terms herein the Exhibitor shall at all times retain control of and be responsible for all Space allocated to it and shall not assign or sub-let the space.

11.2 The Company reserves the right in the interest of the Exhibition and without responsibility for any consequent loss or damage to amend or after the exact size or location of the space allocated to the exhibitor, and the Exhibitor undertakes to agree to any such amendment or alteration and to co-operate in the implementation of it.

11.3 If the Exhibitor cancel their space within fourteen (14) days of the starting JAAPN EXPO event date, then the following provisions apply:

11.3.1 all deposits paid to date will automatically be forfeited and no refunds will be made.

11.3.2 the space will made available for sale to another organisation.

11.3.3 In the event that the space is not sold, or is sold for a lesser sum, then the Exhibitor continues to be liable for the full amount of this Contract or the amount of any shortfall.

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11.4 In the event that the Exhibitor wishes to withdraw from this agreement in the period not less than one (1) months prior to the Exhibition the Company in its absolute discretion and not until a date after the close of the Exhibition:

11.4.1 refund up to (but no more than) 50% of the total amount paid to the date of cancellation provided that the Exhibitor is not in breach of any of the Terms therein.

11.4.2 release the Exhibitor from all obligations and liability to the Company arising out of the terms herein.

11.5 In the event of the Exhibitor infringing any of these Conditions, Rules, and Regulations then he will forfeit his space and all payments made by him hereunder. The question of whether there is any infringement as aforesaid shall be solely a matter for the Company.

## **12.0 Goods and Services Tax**

All prices are GST inclusive, unless otherwise stated.

### **Note: Insurance**

The Exhibitor is specifically referred to Clause 10.0 hereof in relation to insurance requirement.