



PERTH GARDEN & OUTDOOR LIVING FESTIVAL

PRESENTED BY *Kleenheat*

EXHIBITOR SITE APPLICATION

29 APRIL - 2 MAY 2021 | LANGLEY PARK

BRIAN.NEWNHAM@CSPORTS.COM.AU | 08 9436 0203



EXHIBITOR SITE APPLICATION

DIMENSIONS	SITE AND SERVICE FEE (EXCLUDES GST)		CORNER SITE (EXCLUDES GST)	
STANDARD				
3x3m	\$2250	<input type="radio"/>	\$2812.50	<input type="radio"/>
6x3m	\$3248	<input type="radio"/>	\$3897	<input type="radio"/>
9x3m	\$3970	<input type="radio"/>	\$4565	<input type="radio"/>
6x6m	\$4873	<input type="radio"/>	\$5630	<input type="radio"/>
10x6m	\$5775	<input type="radio"/>	\$6641	<input type="radio"/>
10x10m	\$6585	<input type="radio"/>	\$7572	<input type="radio"/>
10x15m	\$7207	<input type="radio"/>	N/A	
10x20m	\$9972	<input type="radio"/>	N/A	
NOT FOR PROFIT (CHARITY)				
3x3m (only)	\$440	<input type="radio"/>	N/A	
TOTAL SITE COST				



MARQUEE AND EQUIPMENT HIRE

- I definitely need a marquee and/or equipment. Booking details completed
- I am unsure at this stage. Please remind me Jan 2021
- I definitely will not require marquee and/or equipment
- I require marquee and/or equipment and have completed form below



MARQUEE HIRE:

This is an outdoor event and shelter is essential. You are welcome to supply your own marquee (or gazebo) no larger than 3x3m. Any larger is considered a building structure and must be hired through our approved and licenced supplier. If you are unable to supply your own, 3x3m, or wish to hire one larger, please fill details below. They are structurally sound and will be ready for you in time to set up your site. Please let us know if you would like a different sized marquee. Please note that structural poles or beams cannot be removed by anyone other than the licenced supplier for structural safety reasons.

MARQUEE SIZE	RATE (EXCLUDES GST)	SITE SIZE
3x3m	\$396	
6x3m	\$792	
6x6m	\$1224	
9x9m	\$2520	
9x12m	\$3780	

EQUIPMENT HIRE:

You are welcome to supply your own equipment but if you wish to hire the following, please complete.

ITEM	COST PER ITEM	QUANTITY
White Plastic Chair	\$3.50+GST	
1800mm (6ft) table	\$14.00+GST	
2400mm (8ft) table	\$16.50+GST	



EXHIBITOR CHECKLIST

All boxes must be ticked before returning

- I have read and agree to terms and conditions
- I agree to pay 25% non-refundable deposit (of site cost) within FIVE WORKING DAYS of submitting booking form and 50% of total site cost by 31st December 2020 or;
Have arranged alternative payment options with Corporate Sports Australia which I agree to adhere to
- I agree to pay 100% of site cost by Friday 26th February 2021
- I understand and agree that by not meeting payment deadlines means I forfeit my site location and will be relocated
- Can supply my own 3x3m marquee or have included a booking in this application
- Have or will provide Public Liability Insurance with correct interested parties
- Will apply for any special licenses/permits required through The Town of Victoria Park or other authorities by Friday 26th March 2021



PAYMENT OPTIONS

(Deposit required within seven days)

- Please charge my credit card using information below
- I wish to pay electronically and agree to adhere to deadlines
- I have arranged and discussed a payment plan/ direct debit

SITE COST (with or without ad) _____

MARQUEE COST _____

EQUIPMENT COST _____

TOTAL COST

PAYMENT DETAILS

*Surcharge Applies

NAME ON CARD: _____

CARD NUMBER: _____

EXPIRY: _____

BILLING NAME: _____

ABN: _____

(As will be advertised)

EXHIBITOR NAME: _____

PHONE: _____

CONTACT PERSON: _____

MOBILE: _____

ADDRESS: _____

BUSINESS TYPE: _____

EMAIL: _____

WHAT ARE YOU RETAILING: _____

WEBSITE: _____

PREFERRED THREE SITE LOCATIONS: _____

SUBMIT YOUR APPLICATION

Please mail, fax or email your completed Exhibitor Booking Form to:

Address:

Perth Garden Festival c/o CSA

Suite C2 118 Railway Street

West Perth WA 6005

Fax: (08) 9226 1244

Email: brian.newnham@csports.com.au

Website: www.perthgardenfestival.com.au

CONFIRMATION OF BOOKING

Once bookings have been received and accepted, exhibitors will receive a confirmation email confirming their space at the 2021 Perth Garden Festival as well as their invoice. Your site can only be confirmed once a full 50% deposit has been paid.

PAYMENT TERMS

The exhibitor agrees to pay 25% of the total site cost agreed upon as part of their deposit within FIVE WORKING DAYS of submitting application and total of 50% (further 25%) of total site cost agreed upon by 31st December 2020. The exhibitor agrees to pay the remaining 50% of total site cost agreed upon no later than Friday 26th February 2021.

BY COMPLETING & RETURNING THIS BOOKING FORM YOU AGREE TO THE ATTACHED TERMS & CONDITIONS

FULL NAME:

DATE:



CORPORATE SPORTS AUSTRALIA PTY LTD
PERTH GARDEN FESTIVAL
29TH APRIL—2ND MAY, 2021
EXHIBITOR SITE SALES - TERMS & CONDITIONS

This sales contract ("this contract") is between Corporate Sports Australia Pty Ltd. ACN 081 876 904 ("CSA" or "Event Organiser") and the party identified as the Exhibitor in the Exhibitor Booking Form ("Exhibitor") and is subject to the following terms and conditions. The attached Exhibitor Booking Form is incorporated by reference herein and both form part of this sales contract.

1. PAYMENT

The exhibitor agrees to pay 25% of the total site cost agreed upon as part of their deposit within FIVE WORKING DAYS of submitting application and total of 50% (further 25%) of total site cost agreed upon by 31st December 2020. The exhibitor agrees to pay the remaining 50% of total site cost agreed upon no later than Friday 26th February 2021.

2. CANCELLATION

(a) Without limiting CSA's right to claim payment under the contract or

any loss and damage arising as a result of the cancellation thereof, if the Exhibitor for any reason cancels this contract more than twelve (12) weeks before the event, the Exhibitor agrees that it must pay CSA, 50% of the Total Fee plus GST as a cancellation fee. If the Site Fee is Complimentary for the exhibitor and the exhibitor then decided to cancel, the exhibitor will be liable for cancellation fees in line with the gazette rate for the site. For example, if a Complimentary 3x3m site has been provided, cancellation will result in a cancellation fee of 50% of the Total Fee for a paid 3x3m site.

(b) If the Exhibitor for any reason, cancels this contract less than twelve (12) weeks before the event the Exhibitor must pay to CSA the Total Fee plus GST as a cancellation fee. If the site fee has been waived for the exhibitor and the exhibitor then decided to cancel, the exhibitor will be liable for cancellation fees in line with the gazette rate for the site. For example, if a Complimentary 3x3m site has been provided, cancellation will result in a cancellation fee of 100% of the Total Fee for a paid 3x3m site.

(c) Any amount which has at the time of the cancellation been paid by the Exhibitor in respect of the Total Fee due, will be forfeited to CSA and will be deducted from the amount which is due as the cancellation fee.

(d) Notice of cancellation by the Exhibitor shall not take effect until it is received in writing by CSA. If the notice is not received on a working day then the notice will only take effect on the next working day after it is received. This clause (d) is inserted solely for the benefit of CSA.

3. ALTERATION TO THE ADVERTISED PACKAGE

Every reasonable effort will be made to adhere to the advertised event, but the event may be altered or parts omitted or dates changed for any cause that CSA shall in its sole discretion consider to be reasonable. CSA is entitled without incurring any liability, to change the site and location of the facilities being purchased.

4. CANCELLATION OF DAYS OF THE EVENT

Without limiting any other provision hereof, CSA has no liability to make any refund to the client whatsoever if for any reason outside the control of CSA, a day of the event be partly or wholly cancelled for any reason including bad weather. CSA recommends that the Exhibitor consider obtaining appropriate insurance coverage through its own Broker. Should a facility or venue for the event, for any reason be destroyed or made unusable CSA is not obliged to make any refund.

5. DISCLAIMER AND INDEMNITY

The Exhibitor hereby waives and releases CSA from and indemnifies and holds CSA harmless against, any and all costs, damages, and expenses, which are incurred by the Exhibitor, its agents, employees and/ or guests and which arise in connection with this contract or the attendance at the event except to the extent that such costs, damages and expenses are caused or contributed by the negligent acts or omissions of CSA.

6. INSURANCE & DAMAGES

(a) Event Organisers shall NOT be responsible for insuring any of the goods of the exhibitor.

(b) The Exhibitor shall have or effect a Public Liability Insurance Policy which covers liability to the public for an amount of not less than \$10,000,000 in respect of personal injury to or death arising by accident to any person whomsoever and in respect of any injury loss or damage whatsoever arising by accident to property, real or personal, including property belonging to the Town of Victoria Park (venue owners), the Nursery and Garden Industry Western Australia and Event Organisers. Such insurance shall note the name of Events Organisers (Corporate Sports Australia), the Nursery and Garden Industry Western Australia and the Town of Victoria Park as interested parties. This cover is to include the full period of the Event including setting-up and dismantling

times and is to remain current until the buildings and grounds have been fully vacated by the Exhibitor. A Certificate of Currency that it is valid in WA, anywhere in Australia or worldwide there on must be submitted to Event Organiser's no later than 26th March 2020.

(c) Stolen, lost or damaged goods. While 24 hour security is provided on site, prior and throughout the event dates, CSA holds no responsibility for any products or personal items lost, stolen or damaged at all times before, during and after the event. This includes items passed on for parcel pickup, which is an 'all care, no responsibility' service.

(d) The Exhibitor is responsible for all personal injury or damage to property arising in connection with the Exhibitor's display area howsoever caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent, licensee or invitee of their or any act of omission of any such person or by any exhibit, machinery or other article or thing in the possession of or use of their or any servant or any agent, or their or (if erected by the Exhibitor or contractor of their workmen or agents) by the site-construction contractor.

(e) Responsibility for Personal Injury and Damage to Property (Employers Liability): Events Organiser shall be under no liability for personal injury to the Exhibitor or their servants or agents, invitees or licensees howsoever caused, nor for the loss of or damage to exhibits or other property of the Exhibitor, their servants, agents, invitees, or licensees howsoever caused. The Exhibitor is accordingly advised to take out all necessary insurances.

7. MISCELLANEOUS

(a) This agreement constitutes the sole and exclusive agreement between the parties. The Exhibitor acknowledges that no other warranties, representations written or verbal, have been made that are not reflected herein.

(b) This agreement is governed by and construed in accordance with the laws of Western Australia, and the Exhibitor agrees to submit to the exclusive jurisdiction of the Courts in that State. The Exhibitor hereby irrevocably waives any objection to the venue of any legal process selected by CSA.

(c) The Exhibitor agrees to pay all fees incurred by CSA in recovering any sum due under the Contract, (or resolving any dispute with the Exhibitor), on a full indemnity basis

(d) The Exhibitor agrees that any claim or dispute under or arising out of this contract shall be dealt with as a general procedure case as contemplated by the Magistrates Court (Civil Proceedings) Act 2004 WA ("the Act") and that if CSA is a successful party in the case, then the Exhibitor agrees to pay all of the costs incurred by CSA regardless of the value of the claim or the relief claimed, and as contemplated by s25(7) of the Act, the Exhibitor agrees to pay CSA's costs on either an indemnity basis or under the applicable costs determination whichever is the greater.

(e) The person who signs for the Exhibitor represents that he or she has authority to make this contract on behalf of the Exhibitor. If it is found that by reason of the persons lack of authority, the Exhibitor is not liable under this contract, then such person shall be deemed to have made this contract with CSA on his/her own behalf.

(f) The Exhibitor has no right to exclusivity at the event of any product due to the nature of the event being a trade show.

8. Event Conduct & Regulations

(a) The Exhibitor will comply in all respects with all requirements of all Government, Local Authority and Statutory Bodies during the term of the Event; specifically complying with and applying for;

I. Stallholders permit

II. Certificate of Structural Adequacy and Electrical Compliance Certification (authorized by a certified electrician), with the Town of Victoria Park

(b) The Exhibitor will comply in all respects with the directions or requirements of the Organiser or the Town of Victoria Park (venue owners) forthwith upon request and will generally comply with all reasonable directions or requirements of any representative of Event Organisers and conduct their exhibition in a proper and business like manner.

(c) The Exhibitor shall comply with the provisions of all Statutes and the Regulations thereof in so far as they apply. All certifications required to be obtained for a particular unit on display, structure or electrical equipment must be readily available for presentation during the Event.

(d) All plant, machinery and exhibits must comply with statutory requirements as to safety and particularly in the case of storage of petrol, explosives and other flammable materials.

(e) Exhibitors must fit all temporary electrical installations with an RCD (Residual Current Device earth leakage circuit breaker) at the point of connection to any electrical installation.

(f) The organiser reserves the right at any time to alter the size, shape or position of the site plan at their absolute discretion.

(g) All sites shall be in position, completed and occupied by the time stipulated by Event Organisers on the morning of the opening date.

(h) The exhibitor is at all times during the Event:

I. Required to keep their site open to view and properly staffed. No exhibit shall be removed during the period of the Event.

II. Responsible for the maintenance and cleaning of their site and display space.

III. Required to conduct any business only from their display space and to keep aisles adjoining their display free from obstruction or overhang.

IV. Prohibited from holding or allowing to be held a sale by auction, lottery, raffle, guessing competition, game of chance or sideshow without prior consent of Event Organisers.

V. Prohibited from sub-licensing, sharing, donating or parting with possession of their display space without prior written consent of Event Organisers.

(i) The contractual price (unless otherwise stated by Event Organisers) does not include the following: connections for electricity, water, gas, waste etc.; Town of Victoria Park license fees, advertising catalogue; loading and handling equipment and staff; statutory charges which may become payable on this agreement; telephone; dressing of site; insurances; cleaning of site. In the instance that a site is not repatriated or cleaned adequately at the conclusion of the event, the Exhibitor will be liable for a cleaning fee of \$500 + GST.

(j) No person shall enter the event site during move-in or move-out unless they are wearing enclosed footwear, a safety vest and similar compliant clothing.

(k) All vehicles (including golf carts, forklifts etc) at any time during the Event:

I. Must carry current conditional registration.

II. Visibly display Event vehicle passes.

III. Are under the direction of the Organiser and must be strictly adhered to.

IV. Must off-load immediately and exit via the designated gate.

V. Will not be permitted to enter the Event Site during opening hours or while visitors are in attendance.

(l) All assembled products such as ride on lawnmowers, lawnmowers etc. must be secured (locked and

chained) so they cannot be ridden in the area.

(m) The management and conduct of the Event shall be under the control of the Organiser and their decision shall be final and binding on an Exhibitor.

(n) Complimentary tickets may not be used as an incentive for commercial gain by any Exhibitor or third party with the express written consent of Event Organisers.

(o) Exhibitors are responsible for the daily cleaning of their site and must adhere to the following:

I. No items can be placed in front of an emergency gate.

II. Exhibitors shall observe and abide by the Rules and Regulations for fire protection as stipulated by DFES and as directed by officers of the WA Fire Service.

III. The opening/exit of marquees or similar temporary structures does not exceed a distance of 20 meters from the furthest public access point of the site or else an additional clear exit will be required at the opposite end or side of such site

IV. All marquees used at the event must be of a high standard and have an Engineering Certificate if over 3m x 3m. All matters relating to space, layout and all other details in relation to exhibits are the responsibility of the Organiser.

V. No excavation of grounds is permissible. Any damage to foliage, turf, electrical cabling or water supplies must be reported to Event Organisers immediately. Any costs incurred for repatriation and/or repair will be paid for by the Exhibitor.

VI. Required to lay black plastic or weed matting under any loose materials e.g. soil, mulch, wood chip, stone etc.

VII. Exhibitors must ensure no shrub, tree, undergrowth or foliage is damaged during the erection of displays or by vehicle movement. No material may be attached to trees.

VIII. At the conclusion of the event materials used on site such as sand, bark, mulch landscaping, shall be removed from the site or a cleaning fee shall be charged.

IX. No nightly removal and morning return shall be allowed except, where in the opinion of the Organiser; there is a necessity for movement due to afterhours access by cleaners etc.

(p) No person(s) shall be permitted to reside overnight within the precincts of the Event.

(q) No livestock may be brought on to McCallum Park without appropriate certification and the permission of the Organiser.

(r) The Organiser shall cause the Exhibitor's exhibit and site and all goods and chattels the property of the Exhibitor to be removed as soon as reasonably possible from the site allotted and the environs of the premises where the Event is to be conducted at the termination of the same or if required to vacate the site by the Organiser.

(s) Any damage caused by the Exhibitor to the site or elsewhere shall be made good by and at the expense of the Exhibitor.

(t) The appointed caterers have exclusive catering rights. No exhibitor will be permitted to sell, serve or advertise food products or drinks without the express permission of Event Organisers.

(u) Non-commercial/not-for-profit organisations that purchase a site at a reduced rate must show proof of this status. These discounted non-commercial/not-for-profit sites may not be used for retail purposes or for commercial gain and Event Organisers have the ability to shut down a site if retailing takes place.

(v) By signing this booking form The Exhibitor accepts these terms and conditions.