

Terms & Conditions

Wishful Events are the organisers of The Healthy Body & Soul Festival and are referred to as the "Organiser".

Reference to "event" refers to an event festival conference or expo promoted by the Organiser. "Exhibitor or Client" refers to a party who has entered into a site application or agreement or contract for site or exhibiting space at an event.

The sending to the Organiser by the Exhibitor an application to exhibit by email or any other method of communication, or any payment relating to an Event or other activity organised by the Organiser, constitutes acceptance by the Exhibitor of the terms and conditions set out herein.

- **Appointment and services**

Appointment

The Client appoints the Organiser to provide the services in accordance with the offer incorporating these Standard Terms and Conditions.

Services

The services to be provided by the Organiser include, but are not limited to:

- creating, planning and supervising all aspects of the exhibition process including the provision of goods and services and the production of material, for the purpose of providing the Services.

- **Payment**

The Client must pay to the Organiser the fees specified on the website promoting the offer, incorporating these Standard Terms and Conditions, to be paid by the date(s) specified.

- **Warranties**

The parties warrant to each other that they are properly constituted and have full power and authority to enter into this agreement.

The Organiser warrants that it will provide the Services in a conscientious, expeditious and professional manner.

The Client warrants that he/she/they will make all payments in accordance with the fees schedule specified in the Letter of Offer incorporating these Standard Terms and Conditions.

The Client warrants that he/she/they is/are not an undischarged bankrupt(s).

- **Indemnity**

The Client will indemnify and hold the Organiser harmless from and against any and all claims, demands, actions, regulatory proceedings and/or causes of action, and all damages, liabilities, costs or expenses (including legal expenses) relating to or arising from any negligence or wilful misconduct by the Client, or his/her/their guests, invitees or any other person engaged by the Client directly to attend, perform or provide any services in relation to the exhibition.

- **Organiser's Rights and Responsibilities**

The Organiser will organise and conduct an event or other activity on behalf of the Exhibitor in accordance with the General Event Information related to an event or other activity documented by the Organiser on behalf of the Exhibitor or Sponsor.

The Organiser does not guarantee event visitor numbers or the level of commercial activity at an event.

Should an event or other activity be cancelled or abandoned, the limit of claim for damages and/or compensation by the Exhibitor shall be limited only to the amount of money paid by that Exhibitor or Sponsor to the Organiser for that particular event.

The Organiser reserves the right to cancel or postpone an event or other activity due to circumstances beyond the Organiser's control, such as a natural disaster, venue cancellation, or where a state of emergency has been declared. All payments made prior to an event or other activity which has resulted in a postponement of an event will be honoured at the re-scheduled event.

The Organiser reserves the right to make changes to the floor plan if required without prior consultation with the Exhibitor.

The Organiser does not guarantee exclusivity of products or services and cannot guarantee similar products or services will not be located adjacent to or near the Exhibitor in relation to site space at an event.

The Organiser will take every care to ensure that promotional materials provided by the Exhibitor are included in media organised by the Organiser as per agreement but will not be held liable for any loss should such advertising not be included.

Exhibitors indemnify the Organiser against all claims against the Organiser for breach of warranty, third-party intellectual property rights or any other liability that the Organiser may otherwise be exposed to relating to information or images about a product or service released to the Organiser on behalf of or by the Exhibitor, Advertiser or Sponsor.

The Organiser cannot be held liable for injury or death, property damage, economic loss or any other claims relating to an Exhibitor nor to an Event or other activity.

- **Confidentiality**

The parties represent and warrant that they will not either during the terms of this agreement or at any time thereafter except in the proper course of performing any of the duties and/or obligations under this agreement or as required by law, use or disclose to any person any confidential information and will use their best endeavours to prevent the unauthorised use or disclosure of the confidential information by third parties.

- **Intellectual Property**

The Client acknowledges that the Services may involve aspects of design unique to the Organiser. The Organiser will be the owner of all Intellectual Property Rights arising from the provision of the Services including but not limited to copyrights,

designs, design rights, trademarks, trade names, licenses, logotypes and service marks and any right to have confidential information kept confidential.

- **Termination Fees**

Termination on notice

Termination of contract by either party will be accepted in writing only. Cancellation without cause as listed below will attract the following penalties:

- a) Within 3 days of contract being accepted full refund.
- b) After 3 days, up to 1 month of scheduled event 50% of funds will be withheld, or payable if still outstanding.
- d) Within 1 month for the event no refunds will be issued and 100% of exhibiting fees will be withheld or deemed payable if not paid.
- e) Any outstanding amounts will be sent to debt collectors, with any further costs accrued payable by the exhibitor.

Termination for cause

Either party may, without prejudice to any other rights they may have at law or under this agreement immediately terminate this agreement by notice in writing to the other party on the occurrence of any of the following events:

- (a) if the other party commits an Act of Bankruptcy; or
- (b) if the other party fails to remedy or adequately redress any breach of this agreement within 21 days after being given notice in writing from the Client or Coordinator requiring the breach to be remedied or adequately redressed by the other party.

- **Notices**

Method of giving notices

A notice, consent, request or any other communication under this agreement must be in writing and must be left at the address of the addressee, or sent by prepaid post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by email.

Time of receipt

A notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a business day, otherwise on the next business day;
- (b) if sent by mail, on the fifth business day after posting.

- **Force majeure**

The Organiser will not be liable for any loss, damage or delay arising out of, or be in default of its obligations by reason of the inability to perform its obligations under this agreement for any reason beyond its control including, but not limited to poor attendance, power failure, strikes, labour disputes, war, shortage of materials or transportation, government regulation, fire or Acts of God.

- **General**

Trading conditions

All exhibitors must observe that they are only permitted to trade as the company that they have submitted on their registration forms. No company is allowed to display information for any other companies unless prior written consent is granted. The organiser reserves the right to remove any information or material, which is deemed not suitable.

Website Promotion and advertising

The Exhibitor grants Wishful Events a non-exclusive, non-transferable and royalty free license to use the exhibitor's brand names, logo(s) and trademark(s) on any material related to the website.

The Participant warrants that all information provided to Wishful Events for use in any material related to the website is accurate and free from errors. To the extent permissible by law, Wishful Events shall not be under any liability (contract, tort or otherwise) to the Participant in respect of any loss or damage (including, without limitation, consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect to the website or the act, failure or omission of Wishful Events.

The Participant shall indemnify Wishful Events from all claims, liabilities, losses (including fines and penalties), damages and reasonable costs arising from any claim, suit or action (including legal costs and expenses) arising from reliance on information provided by the Participant for use in connection with the website or for any breaches of third party intellectual property.

- **Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

- **No Liability**

The Organiser will not be liable for all loss, theft, damage or injury to persons or property, claims damages, costs and expenses arising out of any wilful or negligent act or omission of any person other than an employee servant or agent of the Organiser.

- **Law and jurisdiction**

Governing law

This agreement is governed by the law specified in the State of Victoria and the Commonwealth of Australia.

Submission to jurisdiction

The parties submit to the non-exclusive jurisdiction of the courts of State of Victoria and the Commonwealth of Australia governing this agreement and any courts, which may hear appeals from those courts in respect of any proceedings in connection with this agreement.