

## Exhibition/Trader Site Prices

Please Note: Some discounts are available for sites PAID IN FULL before 01 October 2012

- STANDARD INDOOR SITE  
\$650
- CORNER INDOOR SITE  
\$700
- STANDARD + CORNER INDOOR SITE  
\$1350
- CORNER + CORNER INDOOR SITE  
\$1400
- STANDARD OUTDOOR SITE  
\$150
- MANUFACTURERS SITE  
\$11 per square metre
- FOOD VENDOR SITE  
\$500 (Outdoor)
- FOOD VENDOR SITE  
\$700 (Piazza)

## Important Information

Traders Area Set Up  
Saturday 13th & Sunday 14th April 2013  
8am—6pm (or by prior arrangement)

Traders Area Tear Down  
Monday 22nd April 2013  
8am—6pm (or by prior arrangement)

**Please Note:** There will be NO PUBLIC ACCESS to the site allowed during the 2013 AGM Event. A Public festival will be conducted by the Fraser Coast Regional Council at the end of the Grand Parade in Queens Park, Maryborough on Saturday 20th April 2013.

Traders wishing to trade with the public at the parade festival are encouraged to contact:  
**Tom McIntosh (Events Site Supervisor)**  
☎ 1300 79 49 29  
Email: [events@frasercoast.qld.gov.au](mailto:events@frasercoast.qld.gov.au)



# ULYSSES CLUB INC.

## 2013 AGM EVENT FRASER COAST

### April 15 - 21



# EXHIBITOR / TRADER TERMS AND CONDITIONS

## 1. Interpretation

### 1.1 Definitions

**Applicant** means a person or organisation wishing to exhibit at or participate in the Event  
**Application Form** means the form supplied to potential Exhibitor//Traders which includes the Exhibitor/Trader Terms and Conditions in respect of the Event.

**Ulysses Club Inc.** means the Event Organiser and Event Manager, Ulysses Club Inc.

**Event** means 'Ulysses Club Inc. 2013 AGM Event' to be held at the Showgrounds, Maryborough, Qld – April 15-21, 2013.

**Exhibitor/Trader** means any Applicant granted a right to participate in the Event in accordance with Clause 4.

**Exhibitor/Trader Fee** means the fee required to be paid by the Applicant for a Trader Site at the Event, as set out on the Application Form, but does not include the cost of any goods or services not specified as standard items in respect of a Trader Site in the Application Form, or the cost of insurance.

**Trader Site** means the exhibition space at the Event allotted to the Applicant in accordance with Clause 4.

**Personnel** of a party means that party's employees, agents, directors, officers, contractors and consultants or any of them.

**Site** means the lands, places and buildings located at the Showgrounds Maryborough, Qld.

### 1.2 Representatives of Ulysses Club Inc.

Ulysses Club Inc. may in its absolute discretion appoint a third party or parties to exercise any of its rights and/or perform any of its obligations under this Agreement, and shall notify the Exhibitor/Trader of such appointment. The Exhibitor/Trader shall comply with all directions and requirements (pursuant to and in accordance with this Agreement) of such named representative(s) as if it were a direction or requirement of Ulysses Club Inc.

## 2. Submission of Application Form

The Applicant shall complete all details required on the Application Form and submit it to Ulysses Club Inc. or its Personnel as specified. The Applicant shall include details of all items and requirements not specified as standard in the Application Form. The Applicant acknowledges that costs and fees in addition to the Exhibitor/Trader Fee may be payable by it for additional special requirements over and above the standard items and services as set out in the Application Form.

## 3. Acceptance of Application and Allotment of Trader Site

3.1 Acceptance of Applications shall be notified in writing by Ulysses Club Inc. and shall be at the sole discretion of Ulysses Club Inc. Ulysses Club Inc. may impose such conditions on acceptance as it sees fit, including without limitation, alteration or removal of any aspect of the proposed exhibit.

3.2 A binding agreement between Ulysses Club Inc. and the Exhibitor/Trader for use of the Trader Site at the Event comes into effect on the date of notice of acceptance of the Applicant's Application Form. The Agreement consists of these Terms and Conditions, as varied by Ulysses Club Inc. from time to time, and any other terms, conditions, rights, benefits and obligations expressly provided in the aforementioned notice of acceptance (Agreement). Ulysses Club Inc. reserves the right to alter or add to these Terms and Conditions at any time without notice.

3.3 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with its subject matter.

3.4 Upon acceptance of the Application by Ulysses Club Inc., Ulysses Club Inc. will, at its sole discretion, allot a Trader Site to the Applicant. Ulysses Club Inc. reserves the right at any time in its absolute discretion to alter the size, shape or position of the Trader Site allotted to the Applicant. Ulysses Club Inc. also reserves the right to refuse any person admission to the Event in its absolute discretion.

## 4. Right to Exhibit

4.1 Upon notification of acceptance of the application and payment by the Applicant of the Exhibitor/Trader Fee in accordance with Clause 5, Ulysses Club Inc. will grant the Applicant the right to conduct the exhibit in the Trader Site in accordance with the Agreement, and will provide the benefits set out in the Application Form (as varied by the notice of acceptance or otherwise in accordance with Clause 3). The Applicant will not be permitted to enter or occupy the allotted Trader Site unless and until the Exhibitor/Trader Fee has been paid in full. The Exhibitor/Trader shall procure, as its sole expense, all necessary permits required for its participation at the Event.

## 5. Exhibitor/Trader Fees and cancellation

5.1 The Applicant shall pay the Exhibitor/Trader Fee upon submission of the Application Form with the cost of any additional goods and services provided pursuant to this Agreement (the cost of which is not included in the Exhibitor/Trader Fee) requested on the Application Form.

5.2 If you wish to cancel your booking, notification of your withdrawal from the event must be made in writing to Ulysses Club Inc., 2013 AGM Event PO Box 2013, Maryborough, Qld 4650. If the Exhibitor/Trader wishes to cancel this agreement before March 15, 2013, all monies paid by the Exhibitor/Trader will be refunded, less a \$110 administration fee. After March 15, 2013 the event organisers are not obliged to refund your fee.

## 6. Approval of Ulysses Club Inc.

The design and content of all exhibits in the Trader Site (including any signage, products, machinery, merchandise, advertising material and/or other equipment) is subject to the prior approval of Ulysses Club Inc. in its absolute discretion. If requested, the Exhibitor/Trader shall submit the design, layout and contents of its proposed exhibits to Ulysses Club Inc. by March 15, 2013 to obtain such approval.

## 7. Construction, operation, dismantling and removal of property

The Exhibitor/Trader shall be responsible for the construction, operation, dismantling and total removal of all products, equipment, and other property in respect of the Trader Site, including all costs associated therewith. The Exhibitor/Trader will be allowed access to their allocated Trader Site, and the Event Site after 6.00am on Saturday April 13, 2013 to prepare the Trader Site, and must remove all products, equipment and other property from the Trader Site, and Event Site by no later than 5.00pm on Monday April 22, 2013. Special arrangements can be made for Exhibitor/Trader's requests to vacate the site earlier.

## 8. Reinstate Site

The Exhibitor/Trader shall be responsible for the condition of the Trader Site and upon the close of the Event shall clear and reinstate the Trader Site to the condition thereof at the commencement of the Event to the satisfaction of Ulysses Club Inc. In the event that the Trader Site is not cleared and reinstated as said, the Exhibitor/Trader shall reimburse Ulysses Club Inc. for any costs incurred by it in clearing and reinstating the Trader Site.

## 9. Operation of Trader Site

The Exhibitor/Trader should endeavour to ensure that the Trader Site and all displays, products, and other equipment and aspects of its exhibit are in complete readiness to be opened to the event registrants by 9.00am on Monday April 15, 2013. The operating hours of the Indoor Trade Area shall be from 9.00am to 5.00pm during each trading day, from April 15, to April 21, 2013 inclusive. Outdoor Traders may operate at any time. At all times during the Event, the Exhibitor/Trader shall at its own cost:

a) during the operating hours of the Event, keep the Trader Site, and all displays and exhibits open to view and properly staffed by competent representatives;

b) maintain the Trader Site in a clean and tidy condition;

c) conduct any business and other activities only from the allotted Trader Site and keep passageways in front or at the side of the Trader Site free of obstructions;

d) ensure all fire equipment is fully visible and accessible; and

e) not use any amplifiers, speakers or other audio equipment without the written permission of Ulysses Club Inc. (Televisions are acceptable)

## 10. Rubbish

All refuse produced by the Exhibitor/Trader shall be placed in the rubbish bins provided by Ulysses Club Inc.

## 11. Compliance with laws and regulations

The Exhibitor/Trader will comply and will ensure that it's Personnel comply with:

a) all directions given by, or requirements of, Ulysses Club Inc., its authorised representatives or agents on its behalf;

b) conditions of entry displayed at entrances to the Site;

c) all requirements of any authorities having jurisdiction over the activities of Ulysses Club Inc. or the use and occupancy of the Site;

d) all applicable laws and regulations, including, any laws and regulations applicable to safety requirements for plant, machinery and other equipment;

e) the terms and conditions of any permits, approvals and permissions issued in relation to the Event including but not limited to health permits.

## 12. Site access and use

The Exhibitor/Trader shall ensure that the delivery of all plant, equipment, materials and supplies required by the Exhibitor/Trader during the event occurs between 8.00am and 9.00am or 5.00pm and 6.00pm during each trading day, from April 15 to April 21, 2013 inclusive, provided that if the Exhibitor/Trader reasonably considers it necessary to bring additional supplies into the Site at other times, the Exhibitor/Trader shall first obtain the consent of Ulysses Club Inc.

Vehicles are not permitted to be on site after 9.00am or before 5.00pm during each trading day, from April 15, to April 21, 2013 inclusive, unless the vehicle is part of a display and will not be moved.

## 13. Damage to property

The Exhibitor/Trader shall be solely liable for any loss or damage caused by or during the construction, establishment, operation, dismantling and removal of its property or any other element of its exhibit from the Site. The Exhibitor/Trader shall immediately notify Ulysses Club Inc. of any such loss or damage and shall, unless otherwise notified by Ulysses Club Inc. repair, rectify or reinstate any such loss or damage immediately upon its occurrence so that the damaged property is repaired, rectified, or reinstated to its pre-existing condition.

## 14. Promotional and advertising rights

The Exhibitor/Trader acknowledges that the Exhibitor/Trader shall have no promotional or advertising rights in respect of or relating to the Event.

## 15. Indemnity

The Exhibitor/Trader shall indemnify and keep indemnified and hold harmless Ulysses Club Inc. its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or

claimed against them or any of them arising as a result of the staging of the Event, except where such claims are the result of any negligence of Ulysses Club Inc., or its servants and agents.

## 16. Insurance

16.1 The Exhibitor/Trader shall, for no less than the period from April 13, to April 22, 2013 inclusive, effect all insurances required by law for its participation in the Event and all other appropriate insurances, and without limiting the generality thereof the Exhibitor/Trader must:

a) arrange all necessary insurance with respect to its employees under the provisions of the relevant workers' compensation legislation;

b) hold a current public liability policy of insurance for a sum of not less than AUS. \$10 million, including cover for products liability;

c) hold comprehensive policies of insurance covering loss or damage to any equipment and property brought into the Site by or on behalf of the Exhibitor/Trader which policies shall be for the full replacement value of the equipment and property.

16.2 The Exhibitor/Trader shall, within one week of effecting the insurance policies, and no later than February 25, 2013, produce the policies of insurance effected for the purpose of complying with these obligations to Ulysses Club Inc. and shall, upon the request of Ulysses Club Inc., produce the receipts for payment of the current premiums or such equivalent acceptable evidence of compliance with this Clause including Certificates of Currency issued by the relevant insurer (not by a broker).

## 17. Termination

17.1 If for any reason Ulysses Club Inc. does not conduct the Event and the Exhibitor/Trader does not use, nor receive any benefit whatsoever from, the Trader Site and services contemplated by this Agreement, on written notice by Ulysses Club Inc. this Agreement will terminate, and Ulysses Club Inc. shall refund to the Exhibitor/Trader all monies paid pursuant to this Agreement. On receipt of these monies Ulysses Club Inc. will thereby be released and discharged by the Exhibitor/Trader and its personnel from all claims and damages of any kind.

17.2 Subject to the right of Ulysses Club Inc. to alter aspects of the Trader Site pursuant to Clause 3, if through no fault of the Exhibitor/Trader, Ulysses Club Inc. is unable to supply to the Exhibitor/Trader a substantial part of the Trader Site and services contemplated by this Agreement, Ulysses Club Inc. will, in relation to that portion of the Trader Site or services not supplied, refund part of the Exhibitor/Trader Fee paid to the Exhibitor/Trader (the amount to be at Ulysses Club Inc.'s absolute discretion). Upon receipt of those monies, Ulysses Club Inc. will thereby be released and discharged by the Exhibitor/Trader and its Personnel from all claims and damages of any kind.

17.3 Ulysses Club Inc. reserves the right to cancel this Agreement by notice served to the Exhibitor/Trader, in the event of any occurrence or happening relating to an Exhibitor/Trader which in the opinion of Ulysses Club Inc. justifies it in doing so, including a breach of any of this Agreement. In these circumstances Ulysses Club Inc. will not be liable to pay the Exhibitor/Trader any form of compensation whatsoever.

## 18. Acknowledgements

Without limiting the foregoing and to the extent permitted by law, Ulysses Club Inc. and its representatives shall not be in any way liable to the Exhibitor/Trader, or any other person, if any attraction or feature at the Event is not provided, or is provided in an altered form, manner or size for any reason and the Exhibitor/Trader shall not make any claim against Ulysses Club Inc. in this regard.

## 19. Assignment

The Exhibitor/Trader shall not be entitled to assign or sub-let all or part of the Trader Site without the prior written consent of Ulysses Club Inc.

**PRIVACY STATEMENT: The personal information on this form is being collected to facilitate the Exhibitor/Traders participation in the "Ulysses Club Inc. 2013 AGM Event". Should you wish to access or amend this information you may contact the Traders Coordinator, Gary Healing on telephone 0478 712 567. The information you have supplied may also be used in the program produced for the Event, the Event website and to determine the Exhibitor/Traders interest in participating in future Ulysses Club Inc. AGM Events**