

CELLAR DOOR FEST

BOOKING FORM

PLEASE FAX OR EMAIL COMPLETED FORM:
(08) 8210 6750
cellardoor@avmc.com.au

Exhibitor Stand Name*

ABN

*THIS WILL BE PRINTED ON YOUR FASCIA UNLESS OTHERWISE ADVISED

Trading Name (invoice to be issued to)

Postal Address

Postcode

Cellar Door / Store Tel.

Direct Office Tel.

Website

General Email

Facebook URL

Instagram

MAIN CONTACT - All CDF event correspondence will be sent to this person

Contact Name

Title

Position

Contact Email

Mobile

Preferred region to be featured in at CDF2020

Are your products: Vegan

Certified Organic

Biodynamic

Select all that apply. Refer to page 8 in the Exhibitor Prospectus for more information

LIQUOR LICENCE

A limited liquor license is required for any producer planning to sample and/or sell alcohol at the Festival. CDF will arrange this on your behalf. Please complete the details of any existing producers/liquor licenses below:

Current license number

Licensee name

Responsible person onsite at Festival

I'D LIKE TO BOOK

EARLYBIRD spaces @ \$925 (+GST) – full payment required by 30/09/19

Spaces @ \$975 (+GST)

Liquor license for the event @ \$80

Big Screen Advertising space @ \$250

I'd like to donate 2 bottles for the **Best of SA Wine competition prize**. Refer to page 8 in the Exhibitor Prospectus for more information

FESTIVAL PASSPORT ADVERTISING - ADS REQUIRED BY 7/12/19

'Show Special' Website & Festival Passport listing @ \$65

Festival Passport advertising HALF PAGE @ \$275

Festival Passport advertising FULL PAGE @ \$413

VARIETAL VIEW FEATURE AREA Refer to page 8 in the Exhibitor Prospectus for more information

1 x Varietal @ \$150

2 x Varietals @ \$250

TOTAL

I'm interested in attending the Exhibitor Marketing Workshop in November 2019, please contact me with more info.

I'm interested in becoming a wine sponsor at CDF2020, please contact me with more info.

Signed

Date

NB: Confirmation of participation is subject to receipt of your full payment – see over for details. Cellar Door Fest is organised by the Adelaide Convention Centre. A tax invoice will be sent to you upon receipt of this Booking Form. Terms and Conditions –see over.

TERMS & CONDITIONS

1. Understanding this Agreement

In this Agreement:

ACC means Adelaide Convention Centre (ABN 50 676 936 954).

AVM means Adelaide Venue Management Corporation (ABN 50 676 936 954)

Booking Form means the document of that name which is attached to these terms.

Centre means the venue, area and/or building in which the Event is to be held.

Dangerous Substance means any substance or article which may create a risk of fire, explosion or the release of noxious gases, or cause damage to the Premises or its contents, or create any risk to the health and safety of occupants of ACC.

Exhibitor means the entity or person specified as the "Exhibitor" in the Booking Form.

Participation Fee means the participation fees specified in the Booking Form.

Event Period means the period identified on Booking Form during the times specified by AVM.

Personnel means any agent, contractors, employees or personnel of the Exhibitor.

Policies means any of AVM's policies or requirements including as set out in any operations manuals or handbooks which AVM provides to the Exhibitor.

Premises means (a) the premises of the ACC, or any part thereof, and (b) any common areas surrounding the premises of the ACC which AVM has nonexclusive rights to use.

Stand means the specific part of the Premises where the Event is to be conducted which is allocated to the Exhibitor for the purpose of having a stand and participating in the Event.

Vacate means the removal of all signs, posters, equipment, retail stock and other goods brought on to the Premises and Stand by the Exhibitor and ensuring no Personnel remain on the Premise.

1. Terms and Conditions

1.1. These terms together with the Booking Form comprise the sole terms of the agreement between AVM and the Exhibitor (Agreement) for participation in Cellar Door Fest (Event). This Agreement prevails over any terms put out by the Exhibitor unless AVM expressly agrees in writing.

1.2. In the case of inconsistency between these terms and the Booking Form these terms apply (unless the Booking Form expressly states a provision in the same overrides these terms). Except as required by the mandatory operation of law all implied terms and conditions are excluded.

2. Event and Payment

2.1. The Exhibitor agrees to comply with this Agreement. Subject to this Agreement, AVM will provide the Exhibitor with the allocated Stand and the equipment and services specified in the Booking Form for the Event Period so the Exhibitor can participate in the Event.

2.2. The Exhibitor agrees to pay AVM the participation fee specified in the Booking Form (Participation Fee) in the manner specified in the Booking Form. Full payment is due at time of booking and participation in the Event is only secured once full payment of all monies owed is received.

2.3. This clause applies if the Exhibitor repudiates this Agreement by not participating in the Event. In this clause a Cancellation Notice means written notice from the Exhibitor to AVM that the Exhibitor elects not to participate in the Event. The part payment paid to confirm booking is non-refundable. Once full payment is received and if a Cancellation Notice is received by AVM on or before 14 days prior to the commencement of the event period then AVM may retain absolutely 50% of the Participation Fee. If (a) a Cancellation Notice is received by AVM less than fourteen (14) days prior to the event period, or (b) no Cancellation Notice is given at all and the Exhibitor does not participate in the Event, then AVM may retain absolutely all of the Participation Fee. If the Exhibitor has not paid the Participation Fee the Exhibitor must immediately pay AVM an amount equal to the portion of the Participation Fee AVM is entitled to retain under this clause. The Exhibitor acknowledges that the retention of the Participation Fee by AVM under this clause is a genuine pre-estimate of AVM's likely loss and damage arising from the Exhibitor's repudiation of this Agreement under this clause.

2.4. The Exhibitor consents to AVM using the Exhibitor's name and logo in advertising and promoting the Event. The Exhibitor must not advertise or promote its participation at the Event without AVM's prior written consent (which such consent AVM will not unreasonably withhold).

2.5. AVM reserves the right to cancel the Exhibitor's participation in the Event 60 days or more prior to the Event Period. If AVM cancels the Exhibitor's participation in the Event, AVM will refund the Exhibitor's Participation Fee and AVM will not be liable for any loss or damage suffered by the Exhibitor, providing AVM cancels the Exhibitor's participation in the Event in accordance with this clause.

3. Exhibitor's Stand, Set Up and Exit

3.1. The Exhibitor's Stand will be located in the designated area as specified in the Booking Form. The location of the Exhibitor's stand within the designated area will be determined by AVM in its sole discretion and is subject to change.

3.2. The Exhibitor's Stand must be set up and removed in accordance with instructions from, and within set time frames set by, AVM. If the Exhibitor arrives later than the designated set up time the Exhibitor will not be permitted to set up.

3.3. The Exhibitor must provide AVM with information as to the proposed look, activities and appearance of the Stand (including posters, displays and lighting) and must comply with any reasonable directions from AVM in respect of the look and appearance of the Stand so as to ensure the look and appearance of the Stand is professional and in keeping with the nature of the Event. The Exhibitor must inform AVM of any plans to alter the appearance of the Stand. AVM may in its sole discretion prohibit or require the Exhibitor to remove any part of the Stand which is not approved of by AVM or which AVM considers may damage or discredit the Event.

3.4. All Exhibitor goods utilised at the ACC for the Event must be sent to the identified Loading Dock at the Exhibitor's own cost.

3.5. The Exhibitor agrees to vacate the Premises by the end of the Event Period. Where the Exhibitor fails to vacate the Premises by the end of the Event Period, AVM will be entitled to recover from the Exhibitor any damages, loss, costs and expenses that AVM may suffer as a consequence of the Exhibitor's failure to vacate.

4. Exhibitor's Obligations

4.1. The Exhibitor must ensure that any Personnel comply with any obligations imposed under the Agreement in respect of the Exhibitor's or the Personnel's use of, and required conduct in, the Premises and Stand. The Exhibitor must at all times (a) ensure the Stand is open and operated during the Event Period, (b) ensure the Stand is staffed by Personnel who are suitably qualified and that the Personnel act in a professional and courteous manner, (c) keep the Stand in a clean and tidy condition, and (d) not in any way interfere with, hinder, obstruct, impede, or be a nuisance (including by excessive sound) to any of the other users of the Premises or other exhibitor's at the Event (including not obstructing neighbouring stands or aisle ways).

4.2. The Exhibitor must not, without AVM's prior written consent (which consent must be sought at least 20 days prior to the commencement of the Event) (a) conduct any competition or trade promotion where there is an element of chance, (b) provide food tastings or any giveaways of any kind, (c) sub-let or share their Stand with any other persons, and/or (d) allow a Dangerous Substance, article or equipment to be brought into the Premise.

4.3. The Exhibitor is responsible for any damage or loss caused to the Premises and property and fixtures at the Premises, by any act or omission by the Exhibitor or the Personnel and for any cleaning to the Premises above and beyond normal use and wear and tear where caused by any act or omission of the Exhibitor or the Personnel. The Exhibitor agrees to pay AVM, on demand, the amount required to

make good or remedy such damage or loss or carry out such cleaning. The Exhibitor must comply with all applicable laws and AVM's Policies in respect of the Event and the use of the Stand and Premises and conduct of the Event.

4.4. Upon request the Exhibitor must provide to AVM, by no later than fourteen (14) days prior to the commencement of the event period, a copy of Public Liability Insurance certificate of currency.

4.5. The Exhibitor must comply with all stipulations and regulations, as set out in the AVM issued Event Handbook, provided to the Exhibitor in due course.

5. Work Health & Safety Obligations

The Exhibitor must comply with all Work Health and Safety Act 2012 requirements and Work Health & Safety requirements of AVM at all times while on the Premises and ensure that all Personnel are aware of and comply with the same. If the Exhibitor fails to do so AVM may, in AVM's absolute discretion take any action it deems necessary (including requesting an activity be stopped or refusing entry or the removal of Personnel) and the Exhibitor must provide any assistance required by AVM. All electrical equipment brought onto the Premises must comply with the current South Australian Work Health and Safety Regulations 2012 and with the Australian Standards. The outward sign of compliance will be the equipment's electrical test tag AS3760. Electrical equipment without a test tag cannot be used on the Premises.

6. Liability and Indemnities

6.1. By signing the Agreement the Exhibitor agrees to occupy and use the Centre and equipment supplied by AVM at its own risk and indemnify AVM to the fullest extent permitted by law from the following (save to the extent caused by AVM's negligence or wilful conduct (except where acting on instructions of the Exhibitor)) (a) any claims action, damage, loss, liability or cost (including legal fees on a solicitor/client basis) (Liability) which AVM incurs which arises out of any breach by the Exhibitor of this Agreement or any negligence or wrongful act or omission by the Exhibitor or the Personnel, and (b) Liability for the death of, or bodily injury, arising from any cause whatsoever on or about the Premises to the Exhibitor or the Personnel, or any other person.

6.2. AVM will not be liable to the Exhibitor for any economic loss, consequential, contingent, special or indirect damages or loss arising in connection to this Agreement (including from any act or omission by AVM in performing this Agreement, for a breach of contract, warranty or negligence). AVM will not be liable for the theft, loss or damage of any property (including all retail stock) of the Exhibitor occurring on the Premises. The Exhibitor acknowledges and agrees that AVM has not made any representation as to the success of the Event (including as to the type or level of participation) or as to any business or benefit which may accrue to the Exhibitor from participating in the Event.

6.3. If goods or services AVM supplies are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then AVM's liability for a breach of a condition or warranty of supply (including a condition or warranty implied by the Trade Practices Act 1974 (Act) other than under section 69 of the same) or this Agreement is limited to (as AVM may decide) (a) in the case of goods (i) the replacement of the goods or the supply of equivalent goods or the repair of the goods, or (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods or of the cost of having the goods repaired, and (b) in the case of services the supplying of the services again or the payment of the cost of having the services supplied again.

7. Force Majeure

7.1. AVM will not be liable for delay or failure to perform any of AVM's obligations under this Agreement to the extent that such delay or failure is caused by a Force Majeure Event. A Force Majeure Event means any circumstance not within AVM's direct or reasonable control and includes inevitable accident, storm, flood, fire, earthquake, explosion, peril of navigation, act of terrorism, hostility, war (declared or undeclared), insurrection, strikes and other industrial actions including labour disputes, shortage of materials or goods, destruction or damage to the Premises, breakdown or damage to AVM's plant or equipment, breach of contract, default or insolvency of any third party, an act of government or governmental authority, terrorism, failures of supplies of electricity, gas, water, fuel, transport, electronic or telecommunication services, equipment and raw materials which adversely affect our supply chain, executive or administrative order or act of either general or particular application of any government, whether de jure or de facto, or of any official purporting to act under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions, breakdown or damage to or confiscation of property.

7.2. AVM may terminate this Agreement or postpone or cancel the Event by notice to the Exhibitor after the occurrence of a Force Majeure Event. Where this Agreement is terminated pursuant to this clause, the Exhibitor will be repaid all sums paid up to the date of the termination.

8. Disposal of Property Left at Premises

AVM accepts no responsibility for any property of the Exhibitor or the Personnel which is brought onto or left on the Premises at the expiry of the Event Period (Property). AVM may, in its sole discretion, elect to collect and store Property (for which AVM accepts no liability for safe keeping of the same) or otherwise dispose of Property. The Exhibitor is liable for any costs associated with whichever course of action AVM elects to take (Removal Costs). If the Exhibitor fails to pay Removal Costs within 5 Business Days of the presentation of a tax invoice, AVM may sell the Property and set off the proceeds of the sale against any sums owing to AVM. Where AVM has disposed of the Property, or otherwise are unable to sell it, the Removal Costs will become a debt due and payable by the Exhibitor to AVM.

9. Termination

AVM will be entitled to terminate this Agreement if the Exhibitor (a) repudiates this Agreement, (b) is in breach of any provision in the Agreement and fails to remedy the same within any time reasonably set by AVM to do so, (c) fails to produce requested documentation including as set out in Clause 4.5 of this Agreement (d) becomes (i) bankrupt or insolvent, (ii) if a company, it becomes an externally-administered body corporate or has a controller appointed over any of its property, or (iii) if an individual becomes an insolvent under administration (italic terms in this clause have the meaning given in section 9 of the Corporations Act 2001).

10. General

Subject to this clause, this Agreement can only be amended by the written agreement of AVM and the Exhibitor. The Exhibitor may not assign the Exhibitor's rights or obligations under this Agreement without AVM's prior written consent, which consent will be at AVM's absolute discretion. This Agreement is governed by South Australian law and any dispute arising in connection with a contract or these terms is subject to the non-exclusive jurisdiction of the courts of South Australia (and the Federal Court of Australia Adelaide Registry). The Exhibitor must pay AVM all of AVM's costs (on a solicitor/client basis) AVM incur in the recovery of monies owing by the Exhibitor or otherwise in enforcing AVM's rights against the Exhibitor under the Agreement. The Exhibitor must pay all of its own costs and expenses in respect of carrying out the Exhibitor's obligations under the Agreement. A party waives a right under this Agreement only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

11. Liquor Licensing Requirements

11.1. Each Exhibitor providing and selling alcohol at the event are required to have a Limited Liquor Licence. This is obtained by filling out licensing information on the booking form and paying the relevant fee.

11.2. AVM will provide all licence information to the Office of the Liquor & Gambling Commissioner to obtain a Limited Liquor Licence for all Exhibitors for the Event Period. It is the responsibility of the Exhibitor to ensure responsible service of alcohol is enforced at all times.

11.3. A copy of the Limited Liquor Licence will be provided on arrival in Exhibitor Packs, where required. It is the responsibility of the Exhibitor to display a copy of the Limited Liquor Licence within their allocated Stand.

Initial

Signature