

# Travel Expo Midyear 2017

## Terms and Conditions

### Preamble

Flight Centre (NZ) Limited ("Flight Centre") organises travel shows for the general public and invites suppliers ("**Exhibitors**") to exhibit to the general public to attract additional customers to book products and services through Flight Centre as agent to the Exhibitor.

### 1. Rejection of Application

If Flight Centre rejects an application, it will send notice to the Exhibitor at the details provided on the registration form.

### 2. Booth Costs

Exhibitors who register prior to 29 June 2017 are valid for an early registration discount:

- a. Auckland \$3000+ GST per booth
- b. Wellington: \$2000 + GST per booth
- c. Christchurch: \$2000 + GST per booth

Payment must be received as cleared funds into Flight Centre's account prior to 25 August 2017 in order to be eligible for the early registration discount.

Exhibitors who register after 29 June 2017 shall cost the following:

- a. Auckland \$3300 + GST
- b. Christchurch \$2200+ GST
- c. Wellington \$2200 + GST

### 3. Dates, Times & Opening Hours

The Flight Centre travel shows will be open during the following hours. The Exhibitor agrees to keep their booth open and manned during these hours.

Location	Wellington	Christchurch	Auckland
Date	Sun 10 Sep	Sun 17 Sep	Sat 23 Sep & Sun 24 Sep
Time	9am - 4pm	9am - 4pm	9am - 4pm
Venue	Westpac Arena	Horncastle Arena	ASB Showgrounds

### 4. Booth Set up and Dismantle

The Exhibitor agrees to ensure booth set-up and dismantling take place during the official times advised. All booths shall be fully installed at least 30 minutes prior to the opening hours.

The Exhibitor agrees not to dismantle their booth until the show has closed at 4pm.

**5. Access Hours for Set up**

The Exhibitor agrees to access the venue for set up only during the time advised. If the Exhibitor wishes to access the venue prior to these times the Exhibitor will notify Flight Centre in advance.

The Exhibitor takes full responsibility for their health and safety at all times while in the venue.

**6. Assignment of Booth Space**

Booth assignment is at the discretion of Flight Centre. Flight Centre reserves the right to re-allocate booths if this is in the best interests of the event.

**7. Prizes and Competitions**

No competitions, prizes or giveaways are permitted by suppliers without prior approval by Flight Centre.

**8. Booth Requirements**

All Exhibits shall conform in all respects to the dimensional and height requirements as specified by Flight Centre. No Exhibit may obstruct the general view or access of surrounding displays, aisles or public space within the exhibition hall.

All electrical wiring of machinery and prefabricated display stands shall conform to the electrical codes of the venue.

The Exhibitor will request in advance to Flight Centre if they intend to have any live music performances in their booth and will ensure that noise levels do not impact any neighbouring Exhibitors at all times.

**9. Customer Acquisition and Bookings**

All customers acquired by the Exhibitor at a travel show shall be via solely through Flight Centre as agent to the Exhibitor. The Exhibitor shall take no payments directly from customers at the travel show, either at the show or post the show, nor provide customers with business cards or other forms or contact which circumvents Flight Centre.

**10. Advertising Material**

If the Exhibitor intends to give out any advertising material at a Flight Centre travel show, this must be provided to Flight Centre two weeks prior to the show for approval. If the Exhibitor fails to obtain approval for their advertising material prior to the travel show, Flight Centre (NZ) Ltd reserves the right to prevent the Exhibitor from distributing it.

If the Exhibitor hands out advertising material without obtaining Flight Centre approval and Flight Centre consider that the advertising is misleading, the exhibitor will pay the customer the amount that Flight Centre decides is appropriate.

Regardless of Flight Centre approval, an Exhibitor shall be solely liable for any advertising material handed out by it if deemed to be by misleading under the laws of New Zealand.

#### **11. Payment**

Full payment of booth fees is due by the date shown on the invoice. Payment for booths will be accepted by direct debit or cheque only; details will be on the invoice provided by Flight Centre. Payment cannot be offset against payments owed to the supplier from other parts of Flight Centre Ltd.

**Exhibitors will not be permitted to occupy their site unless they have fulfilled these payment conditions, including any outstanding payments from previous Flight Centre travel shows.**

#### **12. Cancellation Policy**

The Exhibitor is subject to cancellation fees. Whilst Flight Centre realizes the Exhibitor may need to cancel due to circumstances beyond their control, Flight Centre is still obligated to pay costs related to the Exhibitor's participation if they cancel.

The cancellation schedule is as follows:

- a. Exhibitor cancellation before Friday 28 July 2017 - the full amount will be refunded less 5% administration fee
- b. Exhibitor cancellation from Saturday 29 July 2017 to Friday 11 August 2017 – a refund will be made equivalent to 50% of full amount paid
- c. Exhibitor cancellation after Saturday 12 August 2017 or if exhibitor is a 'no show' at the event, will mean the forfeiture of all monies paid
- d. Any amounts not yet paid by The Exhibitor will still require payment as per the cancellation schedule.

Should Flight Centre for any reason cancel any of the events detailed in this registration, then a full refund of monies paid will be extended to all affected parties. All damages are limited to the fees. All exhibitors however, agree to release their right to claim for any loss or damage suffered as a result of any such cancellation.

#### **13. Insurance**

It is essential that Exhibitors make their own arrangements for appropriate insurance cover, including Public Liability insurance. Flight Centre accepts no responsibility/liability to Exhibitors and contractors regarding property/consequential losses/personal or loss of income due to any occurrence.

#### **14. Claims**

The Exhibitor agrees that no claim or proceeding whatsoever will be instituted or permitted to be instituted by the Exhibitor against Flight Centre.

#### **15. Indemnity**

The Exhibitor indemnifies and will keep indemnified Flight Centre against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses of whatsoever nature and howsoever (and whether arising from the negligence of the Exhibitor or any employee, servant or agent of the Exhibitor) brought against or made upon Flight Centre by any other person or entity of

which the Exhibitor may pay, suffer or sustain arising directly or indirectly from the entry to the use of the attendance upon the premises by the Exhibitor for the purpose of exhibiting its products/services. The Exhibitor also indemnifies Flight Centre for any loss, direct or indirect, suffered as a result of a breach of these terms and conditions including claims against Flight Centre under clause 8.