



Australian

TOY

Hobby & Licensing

FAIR



11-14 FEBRUARY 2024

Exhibitor Guide



Australian Toy
Association



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LIST OF CONTRACTORS

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SIGNAGE/PRINTER/DESIGNER Contact: Luis Garotti	292 Creative T: 03 9457 9077 M: 0420 979 699 E: hello@292creative.com.au www.292creative.com.au
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PUBLIC RELATIONS Contact: Julie Cavanagh	Cavanagh PR PO Box 277 Canterbury Vic 3127 0419 306 540 E: julie@cavpr.com.au
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SECURITY Contact: Christian Cramp	Australian Security Services PO BOX 126 Highett VIC 3190 T: 0413 328 374 E: christian@aussecurity.com.au
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2024 AUSTRALIAN TOY HOBBY AND LICENSING FAIR

Melbourne Convention and Exhibition Centre

Sunday 11 to Wednesday 14 February 2024

ABOUT THE FAIR

The Australian Toy Hobby and Licensing Fair is an annual event owned and managed by the Australian Toy Association Limited (ATA); the industry trade association recognised by government, trade, regulatory bodies, media and consumers as the authoritative voice of the Australian toy industry.

Exhibition Dates

Sunday 11 February _____ 9.00am – 17.00pm

Monday 12 February _____ 9.00am – 18.00pm

Tuesday 13 February _____ 9.00am – 18.00pm

Wednesday 14 February _____ 9.00am – 13.00pm

ACCOMMODATION

The ATA have partnered with Ozaccom to negotiate special rates for accommodation during the Fair. Please visit the Toy Fair section of the [ATA website](#), or the Exhibitor Portal for further details and to book via Ozaccom.

ADMISSION POLICY FOR ATTENDEES

The event is a TRADE ONLY event. No one under the age of 13 years including infants will be admitted under any circumstances. Babies under the age of 1 year may be permitted if contained in a pram or suitable harness.

ATTENDEE DATABASE

The ATA will compile a database of attendees to pass on to the 2024 Exhibitors and this will be sent in March 2024. These details will also be used to invite the attendees to the 2025 Fair.

CHILD MINDING FACILITY

A child minding facility with fully qualified child carers will be available onsite for attendees' children under 13.

GETTING TO THE FAIR

Arriving by Bus

The SkyBus transports visitors directly from Melbourne Airport to Southern Cross train station.

Bus route 237 operates from Queen Victoria Market, via Southern Cross Station to Lorimer Street South Wharf from Monday to Friday. Lorimer Street is approximately a five minute walk to MCEC. There is also a coach pick up/drop off point at Bay 1, Convention Centre Place (closest to DFO South Wharf).

Arriving by Taxi

For the Exhibition Centre ask the driver to drop you at the Clarendon Street entrance of MCEC.

Arriving by Train

Take the train to Southern Cross Station. Tram numbers 96, 109 and 12 travel past Southern Cross Station down Spencer/Clarendon Streets and stop opposite the MCEC.

Arriving by Tram

Tram routes 96, 109 and 12 (Stop 124A Casino/MCEC) will all take you to the Clarendon Street entrance. Otherwise, tram routes 48 and 70 (Stop D5) take you to Flinders Street. From there, it's just a short walk up Clarendon Street until you reach the MCEC. For tram timetables or further trip planning, please use Public Transport Victoria's Journey Planner by visiting <https://www.ptv.vic.gov.au/journey>.

IDENTIFICATION FOR ATTENDEES

Attendees who have not registered online must provide two forms of identification to gain access. These can be:

- business card
- proof of ABN to prove their relevance to the industry
- company letterhead
- company registration letter

IDENTIFICATION FOR EXHIBITORS

All exhibitors are required to wear their exhibitor badges at all times throughout the Fair. No admittance will be given without the badges.

Please note that badges are **not** required during Move-In and Move-Out.

PARKING

The Melbourne Convention and Exhibition Center is located on the banks of the Yarra River, only a short walk from Melbourne's central business district, and a 20-minute drive to Melbourne Airport.

There are a number of car parks available for visitors to the Melbourne Convention and Exhibition Centre, please refer to page 2-5 of the manual for the link to nearby parking locations. Please note the ATA does not provide discount parking to exhibitors or attendees to the Fair.

VENUE

The 2024 Australian Toy Hobby and Licensing Fair is located at the Melbourne Convention & Exhibition Centre (MCEC), 2 Clarendon Street, Southbank.

ABOUT THIS MANUAL

This Exhibitor Manual is provided to exhibitors to help in preparation for the 2024 Australian Toy Hobby and Licensing Fair and provide the ATA with important planning information.

ATA ORGANISERS' DESK

Please note that during the Fair the ATA Organisers' Desk will be located on the concourse beside the Main Entrance to the Fair.

EXHIBITOR PORTAL

The exhibitor forms you are required to complete are fully digital and will be available through the ATA's very own Exhibitor Portal. Here, you will be able to find all of the forms required by the ATA, as well as links to the portals of our suppliers for your convenience. Only one login will be sent per exhibitor which will need to be shared by all staff, so please note this when communicating with contractors etc.

FORMS

As you read through the manual you will see the presence of a ☒ which indicates there is a form associated with that item on the Exhibitor Portal. Exhibitors use these forms to advise the ATA of required information. Carefully check the due date for the return of forms as missing deadlines on these may affect your marketing and eligibility for the Fair.

MOVE IN AND MOVE OUT

Move In

You will be advised of your move in time via email in December 2023. For Space Only Exhibitors, the allocated time given to you by the ATA will be the access time for your Stand Builder. You must negotiate with your Stand Builder prior to move in to determine your access time to dress your stand.

Pre-delivered stock will be placed on your stand in readiness for your arrival.

The Fair operates a 24 hour move in, however standard access times during move in are between 7.00am – 8.00pm. If you (or your contractors) have stock to be delivered to Melbourne prior to the move in date or time please contact gel Events (Tel: 1300 013 533) to discuss off site storage arrangements.

Induction for Move In/Out

Important changes regarding MCEC access procedures. We want to inform you about recent updates to MCEC Protocols. These changes pertain to anyone who will be present in the hall during move-in and move-out times.

In order to gain entry, it is now mandatory for all individuals to complete the MCEC induction and present their induction card. Please also advise your stand builders and anyone bringing stock into the hall.

To complete the MCEC induction, please click [here](#). MCEC staff will be conducting checks to ensure everyone possesses a valid induction card, and please be aware that entry will be denied to those without it.

Move Out

Move Out is scheduled to commence from 1.15pm on Wednesday 14 February but will ONLY do so once all attendees have vacated the fair.

Delivery of cartons will commence from 1.30pm on Wednesday 14 February. Packing up prior to 1.00pm on Wednesday 14 February is strictly prohibited.

Please remember that the Fair operates a 24 hour Move Out.

In the interest of Occupational Health and Safety issues it is important to emphasise that during Move In and Move Out the exhibition is a construction zone.

The following basic safety requirements must be adhered to:

- Safety vests must be worn at all times (refer to page 2-8)
- Under no circumstances are children under the age of 15 years allowed in the building during Move In or Move Out.
- Enclosed solid footwear is required at all times (no open toed shoes are permitted).
- Aisle ways must be kept clear at all times.
- Be aware of forklift thoroughfares.
- Use care around moving equipment such as forklifts, cranes, scissor lifts and cherry pickers.
- Remove your vehicle from the loading dock area as soon as you have unloaded. Look out for other vehicles, forklifts and trucks.
- Traffic Rules on the Loading Bay must be adhered to.
- Only staff who have a specific need to be on site should be on site during this time.
- All accidents, injuries and near misses must be reported to the ATA or security.
- All persons working at the event must have the current, appropriate licences for the work they perform.
- No alcohol is to be consumed on the exhibition floor during designated Move In/Out periods.

GENERAL INFORMATION

AISLE WAY CLEARANCE

It is a requirement of the Melbourne Convention and Exhibition Centre that clear 3 metre aisles be maintained at all times.

All stand displays, materials and products must be within the confines of the contracted space. This includes any signage and lighting.

Products are NOT PERMITTED to be fixed to the outside of shell scheme or custom built stand walls constructed along the perimeter of their allocated space.

BAY POWER

Due to venue regulations, Bay Power is turned off each night and switched back on early each morning. Please make note of this when leaving your stand each evening.

BUYER/VISITOR REGISTRATION

Event Frog is the official Fair registration company for all attendees of the 2024 Fair.

To monitor registration figures and to classify attendee type, all attendees are required to complete a pre-registration form. The classification is divided into four categories:

- **BUYER** – Someone who makes the purchase decision
- **RETAILER** – Someone who works in a retail outlet or head office, but may not make the purchasing decision
- **VISITOR** – Someone who is visiting the Fair but does not work in retail or make a purchasing decision eg. the retail outlet's advertising agency
- **LICENSING** – Someone from a Licensing company that is visiting the Fair.

NOTE: There will be additional classifications which should be self-explanatory, e.g. MEDIA, AGENT.

CANCELLATION POLICY

As per clause 5 of the Fair Terms & Conditions, exhibitors withdrawing from The Fair (or deemed by the Organiser to have withdrawn due to non-payment of amounts by the stated due date), or failing to exhibit shall be liable to pay the following cancellation charges:

Prior to 24 November 2023:

Exhibitor forfeits 25% of the full cost of the Space. If more than 25% of the total cost has been paid, the balance will be refunded.

As of and from 24 November 2023:

Exhibitor is liable for 100% of the total cost of their Space.

Notice of any such withdrawal must be made in writing to the ATA. It is the responsibility of the exhibitor to ensure that the cancellation notice has been received by the ATA.

CARTON STORAGE

The carton storage marquee will be operational from midday **Thursday 8 February**. Exhibitors wishing to use the storage facilities must ensure all cartons are flattened and tied in a bundle and clearly marked with the exhibitors' name and stand number. Access to the marquee will NOT be permitted during the Fair.

Once stored, cartons will not be released until after 1.30pm on **Wednesday 14 February**. Cartons will be delivered to your stand.

PLEASE NOTE that this service is NOT for storage of product or for contractor crates. To arrange Off Site Storage, contact gel Events on 1300 013 533.

CATERING

The MCEC has the sole catering rights for all food or drink within the MCEC. Exhibitors are NOT permitted to bring food and beverages into the venue from outside sources.

Exhibitors wishing to provide food or beverage samples including such samples as lollies, fruit and water, need to receive venue approval from the MCEC. Please complete the [Food and Beverage Sampling and Selling request form](#) and return to exservices@mcec.com.au.

Exhibitors may operate accounts with the MCEC for kiosk and stand catering provided an adequate deposit is made via credit card, cash or company cheque. There is a deadline of 7 business days before the event start date to order all services from MCEC's exhibitor services. Arrangements for this facility need to be made directly with the MCEC via exhibitor services at exservices@mcec.com.au. The Account Card order form can be found [HERE](#).

Kiosks

Kiosks are located at the rear of the exhibition hall and at the Meeting Place and offer a full range of take-away items. The kiosks will be open daily during the Fair. There are also vending machines, located near the back kiosks and on the concourse, that stock snacks, confectionery and drinks.

Stand Catering

The MCEC offers an extensive menu selection if you wish to cater on your stand. The Exhibitor Services stand catering guide can be found on the MCEC site at the following link:

<https://mcec.com.au/exhibitors>; or the suppliers section of the online manual. Please complete the form included in the guide and email to exservices@mcec.com.au.

CHILDREN AT THE FAIR

The Fair is a trade only event. Children under the age of 13 years will not be admitted, however infants under one year of age will be admitted to the Fair if carried in a suitable harness or pram.

The Fair provides a free on-site licensed [childcare](#) facility for buyers' and visitors' children operated by Crechendo. The service is operated by qualified and experienced childcare staff during Fair hours.

- Buyers' and visitors' children may access the services for up to two hours at a time.

NOTE: NO CHILDREN UNDER 15 YEARS INCLUDING BABIES WILL BE PERMITTED IN THE HALL DURING MOVE IN AND MOVE OUT.

Access for Exhibitors' Children

There will be a once off opportunity for exhibitors' children to attend the Fair on **Sunday 11 February between 3.00pm and 5.00pm**. Please note that these times will be strictly adhered to.

To access this service you must [pre-register](#) both the children and the accompanying adult.

Guidelines for Children in the Fair:

- Child and Guardian must wear an identification badge at all times
- Child and Guardian must not enter other exhibitor stands and/or touch product without express permission from exhibitor
- Child and Guardian must not disturb meetings between exhibitors and attendees.

NOTE: The deadline to register the children and accompanying adult for the special access time is 5 January 2024, and is available through the online portal.

GENERAL INFORMATION

CHILD DEMONSTRATORS ON STANDS

Changes to Victoria's child employment laws

Changes to child employment laws took effect on 1 July 2023. The changes strengthen protections for children in the workplace and make it simpler for employers to understand their obligations when employing children.

Age requirements

In Victoria, a child must be:

- 11 to deliver newspapers and advertising material
- 13 to deliver pharmaceutical products or do other types of work, such as retail or hospitality.
- There is no age limit for working in entertainment, but there are industry-specific requirements.

Children can only be employed for light work, that is not harmful to their health, safety, wellbeing and development. A child cannot work:

- during school hours
- on a building site or on a fishing boat
- selling door-to-door.

Licensing system

An employer usually needs a licence to employ someone under 15, whether the work is paid or voluntary. Employing a child without a licence is a crime and may be penalised.

Where a licence is granted, a business can employ multiple children under one licence.

Licences are free and last for up to 2 years.

Apply for a licence

Before 1 July 2023, businesses needed a permit to employ a child under 15, rather than a licence. Permits continue to be valid until their expiry date, so you don't need a licence to employ a child you already have a permit for.

Employers employing children in the entertainment industry must apply for an entertainment specific licence.

Learn more about [employing children in entertainment](#)

Child employment licence holders can request a variation to the:

- licence period
- licence conditions
- employer details
- nominated officer or employer representative details.

Apply for a licence variation

Supervision

Workers under 15 must be supervised by someone who is at least 18 years old and holds a valid Victorian Working with Children Clearance, unless they are exempt, for example, a parent supervising their child.

Employers must keep a written record of supervision for 5 years that includes the name of the supervisor and their Working with Children Clearance number.

A template is available to help you record this information.

Record of supervisors template

Accessible record of supervisors template

Child Safe Standards

[Victoria's Child Safe Standards](#) require organisations to embed child safety in their day-to-day operations, helping keep children safe from physical, sexual, emotional and psychological abuse and neglect.

Employers issued with a child employment permit must comply with Child Safe Standards.

Work hours and rest breaks

There are restrictions on when children can work and for how long:

- Usually, children can only work between 6 am and 9 pm.
- Children cannot work during school hours.
- During a school term, children can work for a maximum of 3 hours a day and 12 hours per week.
- During school holidays, children can work for a maximum of 6 hours a day and 30 hours per week.

Children must:

- receive a 30-minute rest break after every 3 hours of work
- have at least 12 hours break between shifts.

An employer is required to maintain a record of the dates, times, hours and locations that a child works.

An employer can apply for a variation to work hours and rest breaks.

Parental consent

Employers

You must have the written consent of a parent or guardian before a child can start employment, which you must provide to the Wage Inspectorate if requested.

A template consent form is available.

Parental Consent Form

Accessible Parental Consent Form

Parents and guardians

You must ensure a business employing your child has a child employment licence, and that the employment does not affect your child's school attendance or ability to receive tuition.

Exemptions

The laws do not apply to:

- participating in a religious service
- participating in a project for a school
- tutoring.

Family businesses

Parents or guardians don't need a licence to employ their child in their family business and are exempt from rules around:

- age restrictions
- hours of work
- rest breaks.

The child should predominantly be supervised by their parent or guardian. If their parent or guardian is temporarily unavailable, they must be supervised by someone over 18.

Working with Children application process

What you'll need to do

Prove your identity with documents using your phone. We'll show you which ones.

- Fill out an online form
- Pay if you need to
- Consent to us passing your info on to do your check.

For more information on how to apply, go to: [Apply for a Working with Children Check](#)

All Child Demonstrators must be registered for entry into the fair and prior approval must be provided by the ATA.

NOTE: No one under the age of 13, including infants, will be admitted under any circumstance. Babies under the age of 1 year will be permitted if in a pram or suitable carry harness.

GENERAL INFORMATION

CLEANING SERVICES

Each evening the aisles, stands, toilets and waste bins will be cleaned. If you block or cover your stand, the cleaners will not enter. For safety, high touchpoints will be regularly cleaned by ATA and MCEC contractors throughout the Fair.

CONTRACTORS AT THE FAIR

The ATA has also appointed official contractors for other services and these are listed under Contractors in Section One (1) of this manual.

Unless otherwise stated, exhibitors are responsible for making their own arrangements for services required. It is the responsibility of each exhibitor to ensure that contractors or agents appointed by the exhibitor adhere to Conditions of Exhibiting at the Fair.

Disclaimer: The services specified in this manual are available for use by exhibitors, but the ATA is not the agent of either contractors or subcontractors, and can accept no liability for any contract entered into between exhibitors and contractors or for the negligence or default of any such person.

COUNTERFEITING & PIRACY

The Organiser reserves the right to enforce the removal of product from stands if deemed to be in breach of copyright laws. Please note item 8.1 in Conditions for Exhibiting;

The exhibition of goods at the Fair is prohibited if their manufacture, sale, distribution, possession or advertising violates any protection of intellectual property laws or industrial property rights laws. The Organiser upon being reasonably satisfied shall be entitled to act so as to support this prohibition including the removal of goods from the Space. Except in the case of intent or gross negligence the Organiser shall be excluded from all and any liability arising therefrom such action.

COVID-19 SAFETY PLAN

The ATA has developed a COVIDSafe plan for ensuring Toy Fair 2024 is a safe event for all.

It is an expectation that all exhibitors, contractors, and attendees of the Fair adhere to the guidelines.

Please note that as State & Federal Government mandates change, so will our safety plan. Please ensure you check back regularly as this may affect your exhibition at the Fair.

DELIVERY AND RECEIPT OF PRODUCT TO MCEC

The address for product delivery to Melbourne Convention and Exhibition Centre is:

Melbourne Convention and Exhibition Centre
Exhibition Centre Entrance
Loading Dock Enter off Normanby Road
South Wharf Victoria 3006

Stock must be clearly marked with the following information:

- Company name and stand name
- Stand number
- Contact person at the exhibition and their mobile telephone number
- Name of event – Australian Toy Hobby and Licensing Fair
- Name of venue – Melbourne Convention and Exhibition Centre

Product may be delivered to Melbourne Convention and Exhibition Centre from Thursday 8 February. Product will be stored in the Store Room and delivered to your stand at your allocated move in time.

It is important to note that if you are not using gel Events to deliver your goods, you must be aware of the following:

1. gel Events, MCEC or the ATA will NOT sign for the receipt of goods.
2. If you are not going to be at the MCEC to collect your goods, you must advise your carrier that goods can be left without a signature. gel Events cannot accept responsibility.
3. If your goods are delivered to our pre-receiving area gel Events will take them to your stand at your scheduled move in time.

NOTE: Deliveries will only be accepted between 8.00am and 5.00pm. Any deliveries attempted before Thursday 8 February will not be accepted.

EXHIBITOR BADGES

To submit a list of personnel working on your stand please complete the form found in the Exhibitor Portal.

A nominated representative for each exhibitor may collect exhibitor name badges from the Registration Desk located on the Concourse outside the Fair from Saturday 10 February. It is the exhibitor's responsibility to distribute prepared badges.

For security purposes, exhibitor badges must be worn at all times during the Fair.

Please ensure that all personnel working on your stand ARE NOT registered as buyers or visitors. You are asked to give careful consideration to the number of badges required by personnel working on your stand. Delays in accessing the Fair may occur if it is necessary to issue exhibitor badges during the Fair.

EXHIBITOR CAR PARKING

Please note that the Melbourne Convention and Exhibition Centre and its car parks are "gazetted" areas with City of Melbourne parking infringements applying.

Please see the following link for parking locations:

<https://www.wilsonparking.com.au/parking-locations/victoria/southbank/melbourne-exhibition-centre-car-park/>

EXHIBITS REQUIRING SPECIAL APPROVAL

Exhibitor displays which include items such as animals, helium balloons or food tasting as part of their exhibit are required to complete the applicable form in the exhibitor portal. Briefly outline the purpose of the display and how it will be used.

Fire Proof Material

Any material used for stand construction or display purposes must conform to the following standards:

- Non-combustible and inherently non-flammable material;
- Durable, flame-proof fabric;
- Self-extinguishing plastic;
- Plywood, hardwood, pulp board or fibreboard rendered flame-resistant by a process of impregnation acceptable to the Authorities.

- ☒ If your display includes any extraordinary items or is made of any materials other than that described above, please complete the **Exhibits Requiring Special Approval** form on the exhibitor portal by 1 December 2023.

GENERAL INFORMATION

FAIR BULLETINS

- A daily **Exhibitor Bulletin** will cover specific information pertinent to the daily operations of the Fair and will be emailed to you each day before the Fair opens. In an effort to reduce our environmental impact, the ATA will no longer be printing and distributing hard copies.
- A generic **Visitor Bulletin** will provide information available for attendees of the Fair. This will be available at the entrance of the Fair.

FAIR DIRECTORY

The official **Fair Directory** is designed to give exhibitors maximum marketing support for the Fair. The Directory also provides a useful reference throughout the following year. Every attendee in the Fair receives a Directory.

Features include:

- Clear, user-friendly floor plan
- Alphabetical and stand number listing of exhibitors
- Detailed listing of exhibitors
- Brand name listing showing key suppliers
- Category listing of products

Your Directory entry must be submitted by the specified due date. This will ensure that production deadlines are met in order to have the Directory ready in advance of the Fair. The ATA cannot guarantee inclusion in the Directory for any exhibitor returning these forms after the deadline.

- ☒ To ensure your entry in the Fair Directory is accurate please complete the **Fair Directory** task in the exhibitor portal by 30 October 2023.

FAIR DIRECTORY ADVERTISING

Exhibitors have the opportunity to advertise in the Directory to maximise their exposure to buyers/visitors to the Fair.

The 2024 Fair Directory will again feature a fold out floor plan situated at the back of the Directory. Full page advertising opportunities will be available on the back page and inside back page of the fold out floor plan. Other advertising locations are also available.

The Directory is an excellent marketing vehicle where you can promote your products and services. It will then:

- be used by retail buyers during the Fair and throughout the year as a constant source of reference
- be used by retail buyers when they want to locate you but only know your brand names
- enhance and support the on-stand marketing of your product at this important event

Advertising in the Directory is a great opportunity for promotion of your business/product(s). Book early as space sells fast.

- ☒ To book advertising space, please complete the **Fair Directory** task in the exhibitor portal by 30 October 2023.

FAIR MARKETING UPGRADES

Want more ways to stand out from the crowd? The ATA have developed a range of value-added marketing options to ensure your company and brands get noticed leading up to the Fair. Marketing upgrades include placement in our product spotlight EDMs or a solus EDM to really make your brand stand out to a direct buyer audience. Also available are personalized Fair logos and assets to help promote your stand to your contacts. Limited opportunities are available so ensure you book via the Exhibitor Portal promptly.

- ☒ To book marketing upgrades, please complete the **Marketing Upgrades** task in the exhibitor portal by 1 December 2023.

FAIR POSTCARDS AND STICKERS

The ATA actively promotes the Fair through magazine advertising and targeted direct mail to toy, hobby & nursery buyers.

Additionally the ATA has designed **Fair Postcards** and **Fair Stickers** for your use to support the promotion of your exhibit. These give you the opportunity to attract the attention of current and potential customers to your stand.

Exhibitors are encouraged to order quantities of postcards and stickers to send to customers and clients.

- ☒ To order postcards and sticker sheets, please complete the **Marketing Upgrades** task in the exhibitor portal by 1 December 2023.

FORKLIFT CLEARWAYS

Note that certain aisles will be designated and marked as clearways for forklifts during Move In and Move Out. These aisle ways must be kept clear at all times.

FREIGHT FORWARDING

gel Events has been appointed as the official contractor for domestic freight forwarding for the Fair. gel Events can arrange all local and interstate transport services.

Prior to the Fair, gel Events will contact all exhibitors to ascertain specific transport and storage requirements.

A transport request form can also be located in the online Exhibitor Portal.

LOADING BAY PARKING

Exhibitors may park their car on the Loading Bay to unload for up to 30 minutes only.

After unloading, vehicles must leave the loading dock immediately. No parking or loitering is allowed in these areas. Failure to remove your vehicle after 30 minutes may result in a parking fine issued by **Melbourne City Council**.

If you find that you require more time when unloading, report to the security officer at **Loading Dock Office** to organise additional time.

Note that the 30-minute restriction does not apply to heavier vehicles such as trucks and freight delivery transport companies. Parking fines apply within the "No Standing" zones on the loading dock.

GENERAL INFORMATION

MASTER CONTRACTOR

The ATA has appointed ExpoNet as the Master Contractor for Shell Scheme Build, Electrics & Power for the Fair. Open Space exhibitors may appoint their own stand building, rigging or electrical contractors, if they wish.

Note that ALL Stand Building Contractors must be approved by the ATA, this includes self-build and all base power must be ordered through ExpoNet.

The ATA must be advised of all stand builders and approve any contractors that are not the official contractors.

As the official Exhibition contractor ExpoNet will contact all Shell Scheme Exhibitors to confirm your furniture and stand requirements.

Should you wish to confirm your requirements prior to this, please do not hesitate to contact ExpoNet's exhibitor services department on 02 9645 7070 or esd@exponet.com.au.

OCCUPATIONAL HEALTH & SAFETY INDUCTION REQUIREMENTS

Every person, including exhibitors, who work on-site during move-in and/or move-out at the Melbourne Convention and Exhibition Centre is required to undertake an OH&S Site Induction: [MCEC OH&S Site Induction](#)

It is important that Exhibitors advise their staff and contractors of this information.

REQUIRED

- Exhibitors
- Riggers
- Stand Builders
- Custom stand builders
- Labour Hire companies
- Freight Forwarding companies
- Electrical Contractors
- External Suppliers
- Security
- Cleaners
- AV
- Plumbers
- Electricians
- Production Companies
- Equipment – Furniture Hire companies

NOTE: These clients/contractors also need to provide Certificates of Currency for public liability (\$10 million), work cover documentation, OH&S policies, safe work procedures and relevant JSA.

NOT REQUIRED

- Bands
- Entertainers
- Photographers
- Deliveries – Flowers, Centrepieces
- Chair covers/linen
- Car move in
- Truck driver dropping off equipment
- CEO's of companies
- VIP's

NOTE: It would be an expectation that long standing suppliers to MCEC would be inducted through this process. The relevant department of these suppliers would be responsible for initiating this process with them and forwarding that information through to the loading dock area to manage.

PHONES/COMMUNICATIONS

For on-stand communications, the business support, technology and communications order form can be found on <https://mcec.com.au/exhibitors>.

Note that visitors to Melbourne Convention and Exhibition Centre have access to free wireless internet and details for this will be available at the Organisers Desk on the concourse during the Fair.

PHOTOCOPYING

Photocopying facilities will be available at the ATA Organisers' Desk at a nominal cost.

PORTERS

Porters will be on hand to assist with movement of stock to your stand during Move In. They will be equipped with trolleys and pallet jacks. Please note that the number of porters is limited. If you require significant assistance, please contact gel Events on 1300 013 533 to make arrangements prior to the Fair.

PRODUCT PROTRUDING FROM STAND

Exhibitors are required to contain the contents of their exhibit within their allocated space i.e. product must not protrude into aisles or beyond the height of the shell scheme.

PUBLIC LIABILITY INSURANCE

All exhibitors must have public liability insurance. Exhibitors are required to ensure that they are adequately covered for Public Liability Insurance. This refers to damage or injury caused to third parties/visitors on or in the vicinity of an exhibition stand.

Public liability insurance must cover you for the period from the first day of Move In to the final day of Move Out, being: Thursday 8 - Thursday 15 February 2024.

The Exhibitor must have a Public Liability Policy with a reputable insurer. This should be for an amount not less than \$10,000,000 [ten million AU dollars]. A condition of the booking is that cover must be in place and a copy of the same must be provided prior to the exhibitor obtaining access to the venue.

Note: A business' standard public liability covers all usual activities of the business.

Allianz Public Liability Insurance

If you prefer, we have retained the services of an insurance brokerage to provide Public Liability coverage, arranged with Allianz for a cost of \$90.00 plus \$9.00 GST (this includes an ATA admin charge of \$40 plus GST) based on a limit of indemnity of \$10,000,000 any one occurrence. The Insurance has effect from the first day of build to the final day of dismantling, being Thursday 8 - Thursday 15 February 2024.

Australian Toy Association act as a distributor of Aon Risk Services Australia Limited ABN 17 000 434 720 AFSL 241141 (Aon) in issuing or arranging Exhibitors Public Liability Insurance underwritten by Allianz Australia Insurance Limited. We receive the full amount paid by you for access to the Exhibitors Public Liability Insurance benefits that we have arranged under our policy of insurance with Allianz. Please contact us if you have any queries in the meantime.

- ☒ To upload or purchase insurance, please complete the **Public Liability Insurance** task in the exhibitor portal by 5 January 2024

GENERAL INFORMATION

RIGGING

The suspension of banners or promotional material is permissible. Rigging must be approved by the ATA and must be contained within the vertical boundaries of your allocated space. Harry the Hirer is the Official Rigging Contractor for the Fair. For further enquires on Rigging, contact Harry the Hirer on 03 9425 8666.

- ☒ If using your own rigging contractor, approval must be obtained from the ATA. Please complete the **Contractor Forms** task in the exhibitor portal by 1 December 2023

Drop off and collection of banners is the responsibility of the exhibitor.

Banners are to be dispatched directly to the Loading Dock office clearly marked with:

- Company name
- Contact name
- Phone number
- Stand number
- Name of Fair

When banners are removed at the conclusion of the Fair, exhibitors must be on site to collect them or make arrangements for their collection.

If you cannot be on site to collect your banner, you will need to ensure that you have made arrangements with Harry the Hirer or your rigging contractor to ensure that your banner is returned to you.

Please note that the ATA, Harry the Hirer and gel Events will not be held responsible for any misplaced banners.

SAFETY VESTS

Exhibitors and contractors will not be permitted entry to the hall during the move in and out periods unless safety vests are worn. This is a mandatory OH&S policy that must be conveyed to all of your personnel who will be part of your exhibition environment. Failure to comply with this policy will result in their removal from the Exhibition Floor. Closed toe shoes are also required.

There will be vending machines at various locations throughout the MCEC for purchasing vests if you do not already have vests with you. Vests are priced at \$15.00 each.

Please note that the ATA will have a limited amount of vests at the Organisers Office for the above price also.

SECURITY

The exhibition will be patrolled 24 hours a day by Australian Security Services from Move In to Move Out. Whilst every reasonable precaution is taken, the ATA accepts no responsibility for any loss or damage which may occur to persons or property at the exhibition from any cause whatsoever.

Steps you can take to minimise theft:

- Assume that all exhibition venues are high risk areas and warn your staff accordingly;
- Security mark all valuable equipment;
- Do not leave personal belongings such as mobile phones, wallets, handbags etc lying around;
- Try to have at least one person on your stand at all times, including during the Move In and Move Out;
- Do not open the emergency exit doors, except in the case of an emergency;
- Please note that it is a condition of the Fair that Exhibitor Badges are worn by exhibitors at all times during the Fair.

SMOKING INSIDE THE EXHIBITION

The MCEC has a strict NO SMOKING policy inside the exhibition halls. Exhibitors are therefore required not to smoke whilst in the venue.

SPONSORSHIP

The ATA offers a broad range of sponsorship opportunities to licensors and exhibitors, ensuring maximum exposure of your business to Fair attendees. To discuss further, please do not hesitate to contact Jacqui Christou at the ATA.

SUB-LETTING OF STANDS

There are strict Policy Guidelines in respect to assigning or sub-letting exhibitor space. Clause 3.2 of the Fair Conditions reads: The Exhibitor shall not assign or sub-let any part of the Space without the consent of the ATA in writing in which consent may be withheld in the absolute discretion of the ATA.

Rules are as follows:

- A company purchasing Space will not be permitted to assign or sub-let any part of their space to another company.
- A company may be permitted to assign or sub-let part of their Space to a wholly owned subsidiary or division of the company that are publicly represented as separate trading entities and each show as a separate exhibitor on the proviso that:
 - The plan for the Space contracted clearly shows separate exhibitors within the Space;
 - The company applies in writing for such an assignment (sub-let) to be granted;
 - An additional fee is paid for a separate listing in the Fair Directory; and
 - The ATA Board must agree in writing that the sub-let or assignment may occur.

TESTING AND TAGGING

All electrical appliances and leads used on site at a trade show or fair must comply with the Australian Standard, which requires the appliance to be inspected, tested and tagged. Items that do not comply will not be permitted to be used onsite. Appliances must be tested and tagged by a competent person as specified by the standard.

These include but are not limited to;

- Power boards, power leads, extension leads, lights, laptop power supplies, computers, phone chargers, 3 phase equipment, tools and any other electrical appliance that plugs into a power outlet.
- Electrical items such as switchboards, cables and outlet fittings must comply with the Australian electrical wiring standard, and be installed by a qualified A grade electrician.

NOTE: Double adaptors will not be permitted on site, instead power boards with overload cut off are permitted.

ExpoNet offer Testing and Tagging by appointment.
See OEK for pricing.

GENERAL INFORMATION

TIPS FOR A SUCCESSFUL FAIR

If you are reading this document then you have obviously made a commitment to attend the Fair.

So what now? Complete the forms, design your stand, move in and commence exhibiting! Yes, you do need to do all of this, but you might also want to give some thought as to why you are exhibiting in the first place.

You need to SET SOME OBJECTIVES. How can you measure the success of the Fair if you have not set objectives? Saying you are attending just to be seen is not a measurable objective.

Some questions you need to ask yourself:

- What do I hope to achieve from exhibiting at the 2024 Australian Toy Hobby & Licensing Fair?
- What preparation work do I need to do to ensure that the objectives will be met?
- What budget have I set and is this enough / too much?
- How will I measure the objectives?
- Have I allocated the necessary resources to achieve my objectives?
- Do I have the right staff?
- Do my staff who will be working at the Fair understand the objectives?
- Should I make an appointment with certain buyers?
- Have I thought through a post Fair follow up plan?

Utilise the Database

If you exhibited at the 2023 Toy Fair you will have received a database of buyers who attended the Fair. If you do not have this database, exhibited in 2023 and would like a copy please contact us at toyfair@austoy.com.au.

The attendees listed on this database will automatically receive an invitation to register for the 2024 Fair, so there is a very high likelihood that you are marketing to a "live" prospect. You can also take the database one step further and tailor your message according to existing and potential customers.

Complimentary postcards are available from the ATA to invite your database to the Fair. Give them a reason to visit your stand, tell them where you are located and organise an appointment with VIP customers.

Fair Marketing Upgrades

The ATA have developed a range of value added marketing options to ensure your company and brands get noticed leading up to the Fair. For further information see page 2-6.

Custom Digital Banners

Custom digital banners can be created upon request for exhibitors at a nominal cost. A variety of different files will be provided and these can be used on your marketing material including websites, social media, emails and invoices.

Sponsorship

Sponsoring elements of the Fair is another great way to draw attendees to your stand and promote your brands to the industry. The ATA offers multiple options including the sponsorship of Lanyards, Show Bags, Concourse banners and displays, Toy Fair Entrance, Meeting Place Coffee Cups and of course the industry event of the year, the Gala Dinner. If you are interested in ensuring your brand stands out from the crowd, get in touch with the ATA team now to find out what is still available.

Visual Attractions

You must give people a reason to stop. When they have stopped, you must give people a reason to stay. And you don't have much time to do this!

- Make sure your stand is well lit and inviting.
- Make sure that you have eye-catching product and paraphernalia at the start of your stand.
- Don't linger in the corner with your arms crossed, with a mouth full of food.
- Are your products and samples organised?
- Do you have a staff roster?
- Have you got enough stationery, order books, price lists etc?
- Are your staff fully briefed on their responsibilities?
- Do you have business cards?

What are your objectives with this potential customer?

- Do you want to make a sale?
- Do you want to just catch up?
- Do you and the buyer have an agreement on the next step? e.g. A rep will call to make an appointment or you will send through more information etc.
- Do you have all of the necessary contact details and a record of the follow up required?

VENUE (MCEC) SERVICES

Should you require any further venue information regarding parking, catering or audio visual requirements please contact exservices@mcec.com.au

STAND DETAILS – SHELL SCHEME ONLY

STANDARD SHELL SCHEME PACKAGE



Walls: 2.4mH white Aluvision walling (NB: shelves not included).

Fascia: Polished aluminium fascia, 380mm high on all aisle frontages.

Company Name Fascia Sign: Digital Print fascia sign consisting of one company name, stand number and show logo.

Lights: 2 x Track spotlights

Power: 1 x 4amp power point

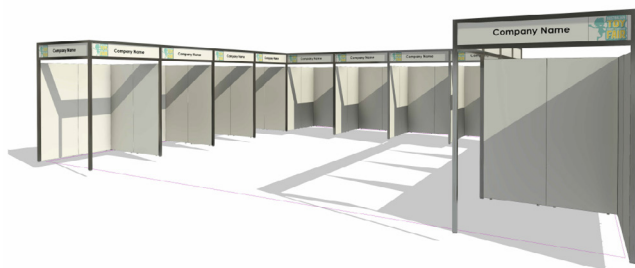
Floor Covering: The stand areas will be carpeted in blueberry carpet with the aisles being charcoal carpeting.

Table: One (1) clothed table with two options to choose from being:

- Trestle – 1800mm x 750mm x 750mm
- Round Table – 700mm diameter x 750mm height

Chairs: Two (2) conference chairs

STANDARD MARKET ALLEY PACKAGE



Walls: 2.4m high seamless wall system with white panels

Fascia: Polished aluminium fascia, 380mm high on all aisle frontages.

Company Name Fascia Sign: Digital Print fascia sign consisting of one company name, stand number and show logo.

Lights: 2 x Track spotlights

Power: 1 x 4amp power point

Floor Covering: The stand areas will be carpeted in charcoal carpet.

Table: One (1) clothed table with two options to choose from being:

- Trestle – 1800mm x 750mm x 750mm
- Round Table – 700mm diameter x 750mm height

Chairs: Two (2) conference chairs.

CONFIRM YOUR COMPANY FASCIA SIGN

Included in your stand package is a sign with your company name installed on the front fascia. Confirmation of name can be done via the ExpoNet portal.

FURNITURE

ExpoNet will be providing your Shell Scheme stand furniture package comprising of one table and two chairs.

For other furniture or AV requirements, including display cabinets, shelving, refrigerators, plasma screens etc. these are available for hire from ExpoNet. Furniture can be ordered via the ExpoNet portal.

LIGHTING

As part of your Shell Scheme package you receive 2 x Track spot lights per 9sqm. This will provide general light to your stand, however if you wish to use light to feature products on your stand you will require additional lighting.

For any further requirements regarding your stand, please contact ExpoNet.

As the official Exhibition contractor ExpoNet will contact all Shell Scheme Exhibitors to confirm your furniture and stand requirements.

Should you wish to confirm your requirements prior to this, please do not hesitate to contact ExpoNet's exhibitor services department on 02 9645 7070 or esd@exponet.com.au.

EXPONET EXHIBITOR PORTAL

ExpoNet is the official stand builder of the show. ExpoNet will send each exhibitor an email with a link to the ExpoNet Exhibitor Portal, and your own personalised login and password. You will need to login to this portal to complete your compulsory signage form. Extra power, signage, lighting or furniture can be ordered through the ExpoNet online portal. All ExpoNet forms must be submitted by 9 January 2024. For any queries regarding the ExpoNet online exhibitor portal contact ExpoNet on 02 9645 7070.

STAND DETAILS – OPEN STANDS ONLY

OPEN SPACE STANDS

Open Space Exhibitors should note that their rental charge is for **CARPETED FLOOR SPACE ONLY** and does not include walls, fascias, company names, spotlights, furniture or power.

Note: For Open Space stands that back onto another stand you are still required to supply the walls.

As per clause 11.4 set out in the Terms and Conditions, the Exhibitor must not erect their stand in a manner which would in the sole opinion of the Organiser obstruct the light or impede the view along the open spaces or gangways of the Exhibition or occasion inconvenience to or otherwise affect the Exhibit of any other Exhibitor.

APPROVAL FOR STAND DESIGN

Exhibitors arranging for the construction of custom-built stands **MUST** obtain approval from the ATA for their chosen stand contractor and stand design.

Drawing Requirements

Front and side elevations of the stand (no hand drawings). Plans to include construction materials, measurements and flooring details

Engineering documentation and/or sign off will be required when the following are present:

- High risk builds
- Large, occupied structures
- Multi-levelled structures
- Amusement.

Raised Flooring

Flooring that is between 0mm to 32mm edging with a grading of 1:1.3 and flooring above 33mm to 115mm high requires a bevelled edge. This bevelled edge must not exceed an angle of 30 degrees or a grading of 1:1.8. The bevelled edge is to be incorporated into the stand space and not encroach into the aisle.

All flooring that exceeds 115mm in height is deemed to be a step. If the stand is to be occupied by the general public or exhibition attendees, a ramp must be provided within the allocated space.

- ☒ Please complete the **Contractor Forms** task in the exhibitor portal by 1 December 2023.

Please ensure that the stand design plan is:

- Legible;
- To scale;
- Indicates exit points;
- Details building materials used.

Height

No display stand wall shall exceed the height of 3m without prior approval of the ATA.

Exit Signs

Fully enclosed stands will be required to fit illuminated exit signs at doorways. Please note that the MCEC cannot supply exit signs, please ensure that your stand builder has organised exit signs.

Special Requirements

- ☒ Should your exhibit feature any of the items listed below, you must submit a written proposal to the ATA via the **Exhibits Requiring Special Approval** task in the exhibitor portal by 1 December 2023.

- A second storey;
- A solid ceiling or roof area more than 18 square metres;
- A structure more than 3 metres high;
- A motor vehicle;
- Dangerous goods;
- A discharge of noxious waste;
- An LPG gas cylinder;
- A cylinder containing compressed gas (other than LPG);
- A naked flame;
- Animals;
- Lighting or signage lower than 2.2 metres above floor level. All portable light fittings used in the Centre are required to have a Certificate of Approval from an Australian or New Zealand Electrical Safety Regulator.

Once the Stand Design and Contractor has been approved, the ATA will obtain Venue approval.

DRESSING OF EXTERIOR WALLS

Blank exterior walls facing aisles are not permitted. External walls must be dressed. A design illustration must be submitted with your Stand Design Plan for approval to the ATA.

LIGHTING AND POWER

- ☒ If using your own electrical contractor you will need approval from the ATA; please complete the **Contractor Forms** task in the exhibitor portal by 1 December 2023.

NOTE: All electrical contractors must purchase their base power from ExpoNet.

MCEC REQUIREMENTS FOR ALL CUSTOM STANDS

Company to be inducted into Linksafe, providing the following:

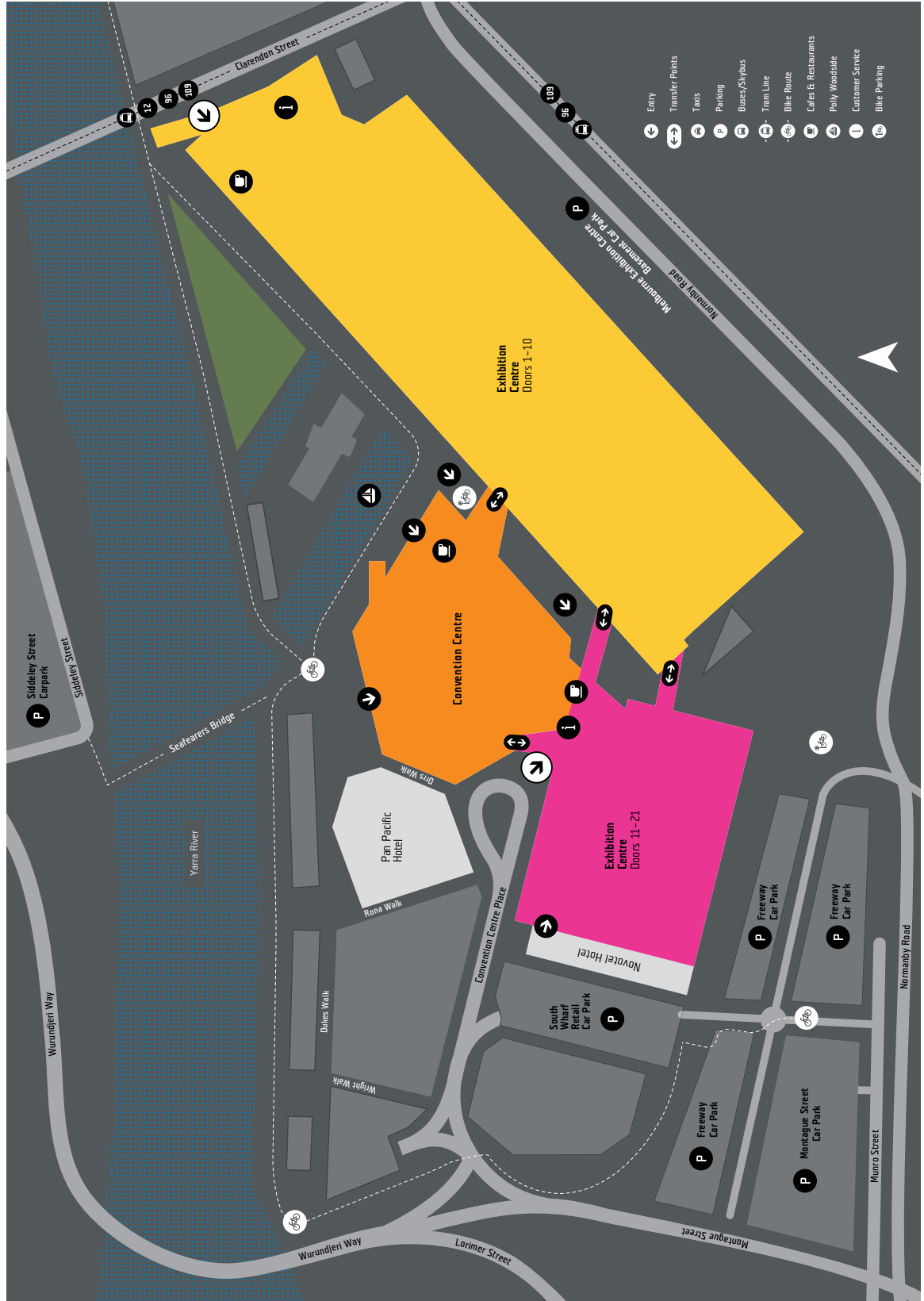
- \$20 million PLI
- Workers Compensation
- SWMS
- Individual workers inductions and relevant licences

View the MCEC Operations Manual [here](#)

APPENDIX 1 – MAP OF THE MCEC



MELBOURNE CONVENTION AND EXHIBITION CENTRE VENUE



APPENDIX 2 – 2024 AUSTRALIAN TOY HOBBY & LICENSING FAIR AGREEMENT



MELBOURNE CONVENTION AND EXHIBITION CENTRE, MELBOURNE AUSTRALIA 11 - 14 FEBRUARY 2024

1. DEFINITIONS

"The Fair" shall mean the 2024 Australian Toy Hobby & Licensing Fair.

"The Venue" shall mean the Melbourne Convention and Exhibition Centre, Southbank, Melbourne.

"The Fair Dates" shall be Sunday 11 February 2024 to Wednesday 14 February 2024 inclusive.

"The Fair Opening Hours" shall be Melbourne time of:

- Sunday 11 February 2024 – 9.00 to 17.00 hours
- Monday 12 February 2024 – 9.00 to 18.00 hours
- Tuesday 13 February 2024 – 9.00 to 18.00 hours
- Wednesday 14 February 2024 – 9.00 to 13.00 hours

or as otherwise determined by the Organiser at its sole discretion from time discretion from time to time.

"Attendees" shall mean any person formally accepted by the Organiser and having entitlement to access The Fair during The Fair Opening Hours.

"Exhibits" shall mean the presentation and/or display shown by an Exhibitor in the space allocated to it.

"Exhibitor" shall mean any company, partnership, firm or individual to whom exhibition space is allocated by the Organiser, and reference to an Exhibitor shall include its employees, servants, contractors and agents.

"Organiser" shall mean the Australian Toy Association Limited (ATA) (ABN 92 002 682 493).

"The Contract" shall mean this Agreement entered into between the Exhibitor and the Organiser for the allocation of Spaces and the presentation of Exhibits at The Fair.

"Space" shall mean an area of the floor and above that area of the floor of The Fair allocated to an Exhibitor.

"Stand" shall mean a stand used at the Exhibition as the means for displaying an Exhibitor's products and services and for enabling the Exhibitor's people to talk to Attendees.

2. APPLICATION FOR EXHIBITION SPACE

2.1 No application for exhibition space shall be considered unless and until the application has been made in due time on the Organiser's approved application form. All submitted applications for exhibition space are deemed to include an undertaking by the applicant to accept the Space allotted and to pay for such Space subject to the Contract, and by the deadlines set by the Organiser.

2.2 The applicant's offer is valid only if it specifically provides to take a non-exclusive licence to occupy and use the Space under the Contract by completing and returning the Organiser's approved application form together with the required deposit.

2.3 The Organiser reserves the right absolutely to not accept any application or suggest changes in an applicant's offer at its sole discretion and without offering any reason.

- 2.4 Within a reasonable period of time, but no later than 28 days from receipt by the Organiser of the application signed by or on behalf of the Exhibitor, the Organiser will confirm to the Exhibitor in writing as to whether or not such application is accepted by the Organiser.
- 2.5 Without the Organiser's written confirmation, no later than 28 days from receipt by the Organiser, then the applicant's offer will automatically lapse following the effluxion of the 28 days as outlined in clause 2.4 above.
- 2.6 Until the written confirmation to the Exhibitor by the Organiser of the Organiser's acceptance of the application, no binding legal commitment shall be deemed to arise on the part of the Organiser.
- 2.7 Notwithstanding that the Organiser may bank any deposit monies and or facilitate any payments as contemplated under clause 4 below, such actions on the part of the Organiser shall not for the purpose of the Contract constitute an acceptance by the Organiser of the applicant's offer.
- 2.8 For the purpose of the Contract, the issuing of an invoice and or receipt by the Organiser to the Exhibitor in respect of an application shall not constitute written confirmation as required under 2.5 above to the Exhibitor by the Organiser of the Organiser's acceptance of the Exhibitor's application.
- 2.9 The Exhibitor hereby acknowledges and agrees that, if their application is accepted by the Organiser and immediately upon such written acceptance, a binding agreement will arise between the Exhibitor and the Organiser on the terms and conditions set out herein and the Exhibitor will thereupon be liable for the payment to the Organiser of the exhibition charges specified in the application.
- 2.10 The Contract shall be subject to the laws in force in Victoria from time to time and the parties agree to submit to the exclusive jurisdiction of the Courts of that State.
- 2.11 The Exhibitor must receive prior written approval from the Organiser to have a two (2) level stand.

Two (2) level stands are only permissible provided the Exhibitor has made a written application, received written approval and fully paid for the two (2) level stand in accordance with clause 4. A minimum of 50m² of floor space is required for a two (2) level stand. In addition to the exhibiting fee as set out in the Pricing Schedule, the price per m² on the second level will be charged at 30% of the floor area space price.

APPENDIX 2 – 2024 AUSTRALIAN TOY HOBBY & LICENSING FAIR AGREEMENT

3. ALLOCATION OF STANDS

- 3.1 The Exhibitor hereby acknowledges that no Exhibitor has any claim or right whatsoever to the allocation of a particular Space even if that Exhibitor has exhibited on the same Space for years previously. Any requests for Space may be given consideration by the Organiser but any decision is at the Organiser's absolute discretion and to be considered final.
- 3.2 The Exhibitor shall not assign or sub-let any Space without the prior consent of the Organiser in writing which consent may be withheld in the absolute discretion of the Organiser and without offering any reason.
- 3.3 The minimum Space size is 4sqm.

4. PAYMENT FOR SPACE

- 4.1 All prices are in Australian dollars (AUD\$) and include Goods and Services Tax (GST).
- 4.2 Payment by the Exhibitor within the times specified in clauses 4.3 and 4.4 hereof are fundamental terms to be complied with by the Exhibitor pursuant to the Contract between the Exhibitor and the Organiser. Time wherever there is a reference throughout this Contract is agreed to be of the essence.
- 4.3 If the Exhibitor was also a 2023 Australian Toy Hobby & Licensing Fair Physical Exhibitor and their application and confirmed written acceptance occurs on or before COB 11 August 2023, then a deposit of twenty-five per cent (25%) of the exhibition charges must be made at the same time as the Exhibitor submits its application to the Organiser. The Organiser will issue an invoice to the Exhibitor for the balance of seventy-five per cent (75%) of exhibition charges and include the payment dates which will take into account the three (3) equal instalments of twenty-five (25%), which the Exhibitor hereby agrees to pay to the Organiser on or before the due instalment date detailed in the Organiser's invoice.
- 4.4 If the Exhibitor was also a 2023 Australian Toy Hobby & Licensing Fair Exhibitor or is a New Exhibitor and their application and confirmed written acceptance occurs on or after 12 August 2023 but before COB 15 December 2023, then a deposit of fifty per cent (50%) of exhibition charges must be made at the same time as the Exhibitor submits its application to the Organiser. The Organiser will invoice the Exhibitor for the balance of fifty per cent (50%) of exhibition charges which the Exhibitor hereby agrees to pay to the Organiser by the due date as detailed in the invoice.
- 4.5 If the Exhibitor's application occurs on or after 16 December 2023, then a deposit of the full amount of the exhibition charges must be made at the same time as the Exhibitor submits their application to the Organiser.
- 4.6 The Organiser at its sole discretion may agree to vary the amount of any deposit and the period of payment of the balance. Where this occurs then the Exhibitor will receive a request from the Organiser for payment of the balance or part balance of the moneys due under the Contract and such request shall indicate that such moneys shall be paid within a time specified. In the event that the Exhibitor fails to pay such moneys within the time stated then all other moneys paid under the Contract by the Exhibitor shall be immediately forfeited to the Organiser who may terminate the Contract and in such event the Exhibitor shall not be entitled to claim compensation from the Organiser and the provisions of clause 14 shall apply.
- 4.7 2024 Australian Toy Hobby & Licensing Fair Exhibitors that are also Organiser members receive 25% discount on Space booked on or before COB 11 August 2023.
- 4.8 All other Exhibitors that book space and are also Organiser members receive the present Organiser's Board formally approved discount. This discount may be reviewed by the Board from time to time.

- 4.9 An extra 5% discount will be offered to Organiser members for 100% upfront payment upon booking, if booked by 5.00pm AEDT 27 October 2023.
- 4.10 All applications for becoming a member of the Organiser need to have been received by the Organiser's office, in writing, on the Organiser's application form, no later than COB 13 November 2023; and those applications must be approved before or at the November 2023 Organiser's Board meeting.

5. WITHDRAWAL

- 5.1 Exhibitors withdrawing from The Fair (or deemed by the Organiser to have withdrawn due to non-payment of amounts by the stated due date), or failing to exhibit shall be liable to pay the following cancellation charges:
 - Prior to 24 November 2023: Exhibitor forfeits 25% of the full cost of the Space. If more than 25% of the total cost has been paid, the balance will be refunded.
 - As of and from 24 November 2023: Exhibitor is liable for 100% of the total cost of their Space.
- 5.2 Notice of any such withdrawal must be made in writing to the Organiser. It is the responsibility of the Exhibitor to ensure that the Notice of the withdrawal has been received by the Organiser.
- 5.3 Reduction of Space after allocation is bound by the same rules as withdrawal of Space (in accordance with section 5.1). The difference in space size will be deemed as withdrawn Space at the same rates as set out in section 5.1.

6. THE FAIR

- 6.1 The Exhibitor acknowledges that due to commercial circumstances that may arise after the date of the Contract it may be necessary or desirable in the reasonable view of the Organiser to effect changes to The Fair.
- 6.2 Carton storage is available on the loading dock for Exhibitors during The Fair. This is not to be used as storage of product. There is no access to this storage during The Fair.
- 6.3 No goods or displays may be removed from the Exhibits during The Fair without the prior written consent of the Organiser.
- 6.4 Without limiting the generality of clause 6.1 above, the Organiser shall have the right to effect the following changes to The Fair:
 - The Organiser reserves the right to re-allocate Spaces in the interest of a better showing of Exhibits.
 - The Organiser reserves the right to change the position of Spaces on the floor of The Fair.
 - The Organiser reserves the right to change the date on which The Fair will open and close, the hours during which the Exhibitor shall have access to their Space and the hours during which The Fair shall be open to the trade and public. The decision of the Organiser as to such times and hours shall be final and absolute.
 - The Organiser reserves the right where for whatever reason they believe it necessary to change the venue of The Fair to another venue in the same city and in such event the Organiser shall not be liable for any of the costs of Exhibitors moving their exhibits to a new venue.

APPENDIX 2 – 2024 AUSTRALIAN TOY HOBBY & LICENSING FAIR AGREEMENT

7. PRODUCT SAFETY & COMPLIANCE

- 7.1 The Exhibitor warrants that all goods displayed and or demonstrated and under their control, are fit for purpose, safe for their intended use and user, and fully comply with all Australian and, as applicable, International legal, regulatory and standards requirements. In particular, goods shall:
- i) Conform with applicable requirements of Australian and or International standards, e.g. AS/NZS 8124, EN 71 or ASTM F963 for toys
 - ii) Conform with applicable Regulations made under the Australian Consumer Law and
 - iii) Conform with any other applicable specialty regulation, e.g. those for electrical and chemical products.
- 7.2 The Exhibitor will provide, in a timely manner, appropriate evidence of its compliance to the above requirements, to an authorised representative of the ATA upon request. Such evidence may include written test reports by laboratories accredited to do such examination, assessments and testing. If the ATA considers that an Exhibitor's product may not meet the requirements of 7.1 and the Exhibitor cannot provide appropriate evidence at the sole discretion of the ATA representative, that it does, then the Exhibitor shall immediately remove, and keep removed, the affected goods from display for the duration of The Fair.
- 7.3 The Exhibitor will immediately advise the ATA of any communications and or actions by Enforcement Authorities in relation to any of their goods. The Exhibitor understands and accepts that Enforcement Authorities may attend the Fair. The Exhibitor covenants that it shall co-operate fully with all Enforcement Authorities, including:
- i) Answering any compliance related questions
 - ii) Providing evidence of compliance
 - iii) Removing goods from display
- 7.4 Failure to co-operate and or comply with any one or more of the conditions in this clause 7. constitutes sufficient grounds to cause the Exhibitor to be removed from The Fair, together with their goods and displays. The Exhibitor understands and agrees that it shall forfeit any rights absolutely to a refund of exhibition charges under these circumstances.

8. COUNTERFEITING & PIRACY

- 8.1 The exhibition of goods at The Fair is prohibited if their manufacture, sale, distribution, possession or advertising violates any protection of intellectual property laws or industrial property rights laws. The Organiser upon being reasonably satisfied shall be entitled to act so as to support this prohibition including the removal of goods from the Space. Except in the case of intent or gross negligence the Organiser shall be excluded from all and any liability arising therefrom such action.

9. CONDUCT AT THE FAIR

- 9.1 Every Exhibitor shall refrain from any conduct that might in the opinion of the Organiser be considered objectionable and the Organiser shall be entitled to eject or cause to be ejected from The Fair any person who does not comply with this condition.
- 9.2 The conduct of the Exhibition shall be governed by the Contract which may be amended as seen fit by the Organiser from time to time providing that such amendments and additions do not operate to diminish the rights reserved for the Exhibitors under the Contract and shall not operate to increase the liability of the Exhibitors.
- 9.3 All Exhibits are to be subject to the approval of the Organiser. Exhibits must fall within the scope of The Fair in all respects. The Organiser reserves the right in their sole discretion to take such action as is necessary for the control and supervision of the Exhibits. Displays and demonstrations are to be in keeping with the dignity and atmosphere of The Fair and the Organiser reserves the right to reject any Exhibit or part thereof and to take necessary steps to stop any disturbance or nuisance during The Fair. All exhibits shall display products or services in a tasteful manner.
- 9.4 Exhibitors must not do anything which might cause any disturbance or nuisance and they must use their best endeavours to prevent those that they control from doing anything which might be a disturbance or nuisance.
- 9.5 Exhibitors must not under any circumstances bring alcohol to The Fair. Nor are Exhibitors permitted to bring any other beverage or food for re-supply to The Fair.
- 9.6 Microphones, sound amplification and machine demonstrations will be permitted where the level of sound causes no annoyance to neighbouring Exhibitors or visitors. The Organiser shall be the sole judge as to whether there is any annoyance to other Exhibitors or visitors. Exhibitors must not do anything in or bring anything in which causes or is likely to cause any breach or infringement of musical or dramatical or other copyright.
- 9.7 Exhibitor badges must be worn at all times.
- 9.8 Exhibitors are asked not to register invited buyers or visitors as Exhibitors.
- 9.9 Sales at the Show - As this is a trade event, no direct sales can take place during The Fair. Samples are permitted to be given out.
- 9.10 Space Opening Hours – Spaces must be open for business and adequately staffed in the opinion of the Organiser at all times during "The Fair Opening Hours".
- 9.11 Smoking is not permitted in the Venue at any time.

10. CHILD DEMONSTRATORS AT FAIR

- 10.1 Exhibitors must advise the Organiser in writing of any children working on stands as demonstrators, including family members. Children between the age of 13-15 years must obtain a child employment permit as per Child Employment Laws and Requirements. Children under the age of 13 years will not be permitted to work on any stand as a demonstrator. Children demonstrating on stands must wear a name badge at all times. Exhibitors must advise the Organiser in writing of child demonstrators by such date as is specified by the Organiser.

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11. DESIGN & CONSTRUCTION OF STANDS

- 11.1 Exhibits must be fully erected and installed on the Spaces by the time specified by the Organiser on the commencement date of The Fair. Likewise, no Exhibitor may remove any part of its Exhibit on the final day of The Fair before 1300 hours Melbourne time (or the time that The Fair is set to conclude if this changes). The Exhibits are to be manned and under the control of the Exhibitor for the duration of The Fair.
- 11.2 The Venue will carry out general cleaning of aisles and passages daily, but it is the obligation of the Exhibitor to ensure the cleanliness and tidiness of the Exhibitor's Space.
- 11.3 All Exhibits must conform to the requirements and regulations of all government and local safety and health authorities and the Exhibitor warrants and agrees to wholly indemnify the Organiser against all liabilities and claims in respect of any breach or alleged breach of any such requirements or regulations.
- 11.4 Open Space:
- Exhibitors occupying open space must construct perimeter wall and/or fascia board at their own expense to standards laid down from time to time by the Organiser.
 - The Exhibitor must not erect their stand in a manner which would in the sole opinion of the Organiser obstruct the light or impede the view along the open spaces or gangways of the Exhibition or occasion inconvenience to or otherwise affect the Exhibit of any other Exhibitor.
 - Stand specifications and a design illustration must be submitted by the Exhibitor to the Organiser for written approval by 1 December 2023. Should any mezzanine area be constructed then the surrounding walls of that mezzanine must be at least 2 metres high and be solid walls not see through. Failure to comply with these rules will automatically lead to the Exhibitor being barred from participation and ordered to remove at own expense any structure not meeting the Organiser's specifications and standards.
 - Exhibits requiring special approval for displays that include but is not limited to, animals, helium balloons or food tasting as part of their exhibit are required to submit a proposal in writing to the Organiser by 1 December 2023.
 - Contractors All Exhibitors must advise in advance their contractors in writing of the Conditions of Exhibiting for The Fair. Exhibitors must ensure their Contractors comply in the set up and pull down construction strictly in accordance with the Move in and Move out Procedures. It is the Exhibitor's responsibility to ensure that all contractors employed by the Exhibitor are aware of and compliant with both the Organiser and Venue induction and OH&S requirements prior to The Fair. Access to the Venue will be denied to any contractor who does not comply with these requirements.
 - Custom Build Stands – Dressing of Exterior Walls Blank exterior walls facing aisles are not permitted. External walls must be dressed. A design illustration must be submitted to the Organiser for written approval at least two (2) weeks prior to The Fair Dates.
 - Raised Floor Stands When designing a stand with a raised floor, attention should be paid to safety issues that might arise, such as entrance areas and walled perimeters. Entry points onto stands must be sloped (no stepped edges are permitted).
 - Lighting and Power Space Only Exhibitors may use their own electrical contractor. However, they must advise the Organiser in writing whom they have appointed and order the base power supply by completing the Lighting and Power Order Form included with the manual. The official electrical service provider only may access the electrical pits.

- 11.5 Open Space and Shell Scheme – Electrics Electrical Installations must be carried out by a registered electrical contractor and comply with the relevant Australian Standards, code of practice and the Venue's requirements.
- All electrical equipment, appliances and leads used at the Venue must be tested and tagged in accordance with relevant Australian Standards and the Venue's requirements.
- This applies to all contractors working on site and equally to Exhibitors who bring in electrical leads and appliances for their Spaces.
- 11.6 Aisle Way Clearance
- Aisle Way Clearance during Move In and Move Out The Exhibitor warrants that aisles designated as Forklift Aisles are kept clear. Where at all possible the Exhibitor shall keep stock and building materials within the confines of the Exhibitor's Space. In any case the Exhibitor should not block aisles for through traffic.
 - Aisle Way Clearance during The Fair It is a requirement of the Venue that clear 3 metre aisles must be maintained at all times. Exhibitors are permitted to place product or any other materials on their exterior walls as long as it is within the confines of the Exhibitor's Space.
- 11.7 Demonstrations & Displays Care must be taken when developing marketing presentations for demonstration and display. Any demonstrations of product must be confined to the Space, in particular flying or moving objects must remain within perimeters at all times. The Exhibitor must not make available any content in any form whatsoever that is potentially unlawful, harmful, threatening, abusive, harassing, offensive, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy or racially, ethnically or otherwise objectionable.
- 11.8 Protrusions from Spaces All Space displays must be within the confines of the Space. This includes but is not limited to any signage, lighting and suspended displays (including banners). The Organiser reserves the right to adjust the positioning of suspended displays if they are deemed in the sole opinion of the Organiser to significantly impact the viewing of other suspended displays.
- 11.9 Signage All Exhibitor signage must be within the confines of the Exhibitor's Space. If, but not limited to, a company sign or logo is higher than the height of the Space stand wall, this must be a minimum of 1m away from the immediate neighbouring Space. Signage that requires rigging must be a minimum of 2m away from the immediate neighbouring Space.
- 11.10 Motorised Vehicles Ride on motorised scooters and vehicles are not permitted in the aisles of The Fair.

12. RISK AND INSURANCE

- 12.1 The Organiser accepts no responsibility or liability for damage to Exhibits by loss, damage, theft, fire, water, storms, strikes, riots and any other cause whatsoever and the Exhibitor covenants that it has taken out insurance to cover the full value of its Exhibit against any type of loss which is insurable whatsoever and the Organiser shall be entitled but not obliged to inspect such policy prior to the Exhibitor obtaining access to The Fair.
- 12.2 The Exhibitor will be liable for any damage to walls or floors of the building in which its Exhibit is housed and shall not paint or otherwise alter the floors or walls of the building.
- 12.3 The Organiser shall not be responsible for any damage to property or injury or death to any person or persons during the course of The Fair and the Exhibitor agrees to indemnify the Organiser in the event of any claim for damages and legal cost pecuniary and exemplary made against the Organiser.
- 12.4 The Exhibitor shall take out a Public Liability Policy with a reputable insurer. This should be for an amount of at least \$10,000,000 (ten million dollars).

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13. NO WARRANTIES

- 13.1 The Organiser makes no representations and is not agreeing to any conditions or warranties, except as set out in the Contract.
- 13.2 This clause 13.2 applies if something happens which is beyond the reasonable control of the Organiser that makes it impossible, more difficult or more expensive for the Organiser to run The Fair or to perform their obligations in the usual way. In those cases, the Organiser may wait until it is again possible for them to perform their obligations in the usual way without additional difficulty or expense and the Organiser is not liable for any delay. Without limiting those general words, they apply where the Organiser has problems due to accidents, strikes and transport difficulties; problems with the power supplies or lifts or elevators or air-conditioning, problems securing appropriate premises or unavailability or non-participation of other potential Exhibitors.
- 13.3 Without limiting the other provisions of the Contract, the Organiser has the right to cancel The Fair at any time prior to commencement of The Fair. In that case the Organiser's only liability to any Exhibitor is to refund any deposit or other payment which the Organiser has received from the Exhibitors under the Contract in respect of the licence which was to be granted to the Exhibitor to use of the Space of The Fair.
- 13.4 Without limiting the other provisions of this Contract, the Organiser has no liability to any Exhibitor as a consequence of the Organiser exercising any of the Organiser's rights under the Contract such as but not limited to the Organiser's rights to effect changes to The Fair. Each Exhibitor fully releases the Organiser from any liability that the Organiser might otherwise have had but for this clause.
- 13.5 The law implies various terms, conditions and warranties, and international convention or custom also imply various terms, conditions and warranties which might apply to the Organiser in relation to the Contract. All such terms, conditions and warranties are excluded to the fullest extent permitted by law.
- 13.6 Provisions of the Competition and Consumer Act and other statutes in some cases either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent. If any such provisions apply to the Contract, then to the extent permitted by law the liability of the Organiser under those provisions is limited as follows. The Organiser's liability in relation to goods is limited at their option to replacement of the goods or the supply of equivalent goods; or repair of the goods; or payment of the cost of replacing the goods; or of acquiring equivalent goods or payment of the cost of having the goods repaired. The Organiser's liability in relation to services is limited at their option to supplying of the services again; or the payment of the cost of having the services supplied again.
- 13.7 The Organiser is not liable for any Damage for breach of contract, negligence, breach of statutory duty, or otherwise, in connection with the Contract or The Fair except as stated. "Damage" includes but not limited to lost profits, lost savings and claims made by others. This clause applies to exclude Damages even if the Organiser knew that the damages were possible or that the Damages were otherwise foreseeable.
- 13.8 In this clause 13, references to the Organiser include the Organiser's officers, employees, agents and contractors.

14. FAILURE TO COMPLY WITH CONTRACT

- 14.1 Should the Exhibitor at any time, fail to comply with the Contract, the Organiser may grant a licence to any other party to use the Space, and the Exhibitor shall be liable for any loss suffered by the Organiser and all moneys already paid by the Exhibitor hereunder shall be absolutely forfeited to the Organiser.
- 14.2 In the event that the Exhibitor fails to use the Space, the Organiser is authorised to use or cause the said Space to be used in such manner as it may deem best for the interest of The Fair without refund to Exhibitor and without releasing the Exhibitor from any liability hereunder.

15. PHOTOGRAPHY AND DRAWING

- 15.1 It is not permitted to photograph, film or visually record, by whatever means, including but not limited to, phone or tablet, Fair activity, Space or individual exhibits, except by the media and Exhibitors or their authorised agents within and specific to the Exhibitor's Space.
- 15.2 The Organiser is entitled to confiscate the films or request deletion or take whatever reasonable steps by way of remedy, in the event of violation of this requirement.
- 15.3 All photographic rights to and in respect of The Fair belong absolutely to the Organiser.

16. 2024 FAIR DIRECTORY

- 16.1 It is required that all Exhibitors provide information on their Exhibit for the official Fair Directory. Entries must be provided to the Organiser by such date as is specified by the Organiser. It is the sole responsibility of the Exhibitor to comply with this requirement. The Organiser cannot guarantee inclusion in the Directory for any Exhibitor returning these forms after this date.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 The Exhibitor acknowledges that the Organiser solely has the right to promote and run The Fair or subsequent similar undertakings, and to all intellectual property rights in connection with The Fair and any materials, names, get ups, logos, concepts or other industrial property developed by or on behalf of the Organiser or used by the Organiser, in respect of The Fair. Any handbills, advertisements or other materials proposed by an Exhibitor in relation to The Fair must first be approved in writing by the Organiser, whose approval may be withheld at the Organiser's sole discretion. No approval given by the Organiser or waived by the Organiser, affects the other provisions of the Contract.

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18. OH&S OBLIGATIONS

- 18.1 The Exhibitor will ensure that while working at the Fair it shall adopt and implement the Organiser's health and safety policy as well as, having an appropriate and acceptable COVID-19 safety plan, and shall comply with the Work Health and Safety laws and Regulations, in order to provide and maintain a safe working environment.

If during the Fair the Organiser informs the Exhibitor that in its opinion the Exhibitor is:

1. not conducting itself in compliance with the applicable Work Health and Safety laws and Regulations or health and safety procedures provided by the Fair from time to time, or
2. conducting itself in such a way as to endanger the health and safety of other Exhibitors, contractors, employees, or any other person at the Fair, then the Exhibitor shall promptly remedy that breach of health and safety.

The Organiser may direct the Exhibitor to suspend its presence at the Fair until such time as the Exhibitor satisfies the Organiser that the Exhibitor can resume operations in conformity with applicable health and safety provisions. During periods of suspension referred to above, the Exhibitor shall be required to undertake any rectification notified for its attention.

If the Exhibitor fails to rectify any breach of health and safety, or if the Exhibitor fails to do so reasonably and without undue delay in the sole opinion of the Organiser, then the Organiser may at its sole option terminate the Contract forthwith, without further obligation to the Exhibitor. In this event, the Organiser's liability shall be limited to whatever obligations it had outstanding up to the time of termination or an earlier suspension of the Exhibitor's operations.

Further the Organiser shall not be liable to the Exhibitor for compensation with regard to any damages sustained by the Exhibitor and/or their staff in attending the Fair and in the event of contracting COVID-19 except for any damages caused by any wilful conduct or gross negligence of the Organiser.

The Exhibitor agrees to indemnify the Organiser and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Organiser concerning the matter of a pandemic and/or COVID-19 in the execution of this Agreement, except as a result of the Organiser's gross negligence, wilful misconduct or bad faith.

19. MISCELLANEOUS

- 19.1 Without limiting the other provisions of the Contract, the amount payable by an Exhibitor for the licence to use a Space, does not include any costs and expenses associated with steps to be taken by the Exhibitors for connections for water, waste, compressed air etc; insurance; cleaning of Exhibits; loading and handling; equipment and staff; fitting out or dressing of stands; catalogues or handbills.
- 19.2 The parties are independent contractors and the Exhibitor's only rights in respect of The Fair are as a licensee in accordance with and subject to the provisions of the Contract. An Exhibitor must not directly or indirectly do anything that is likely to mislead or deceive anyone else in that regard. Without limiting those general words, an Exhibitor must not do anything to incur or create any liability on the part of the Organiser nor create any impression that the Exhibitor has any other relationship with the Organiser or in connection with The Fair. This provision does not prevent an Exhibitor that is a member of the Organiser, from referring to the fact of that membership.
- 19.3 The Organiser reserves the right exercisable at its sole discretion to take whatever reasonable action is deemed necessary to correct a prohibited activity. The Exhibitor agrees that it will fully cooperate with the Organiser to ensure the timely and effective correction of the prohibited behaviour. The Exhibitor acknowledges consents and agrees that where the Organiser reasonably considers that it is required to do so by law or in good faith to take action in the Organiser's view against any prohibited behaviour of the Exhibitor, it is permitted by the Exhibitor absolutely to do so in order to enforce the Contract.