



FURNITEX
& design

AFA



8th-10th July 2016

International Application Form

Contact Details

Company Name _____

Trading as/Business Name (if applicable) _____

Address _____

City _____ State/Region _____

Country _____ Postcode _____

Authorised Signatory _____ Date _____

Signatory's Name _____ Signatory's Position _____

Telephone _____ Facsimile _____

Email _____ Website _____

Accounts Contact _____

Product and/or Services being displayed _____

Exhibition Rates

FLOOR SPACE ONLY RATES (GST Inclusive)

Base rate: **\$AUS480.00** (inc. GST) **per SQM** (This is for a clear space only no inclusions)

MODULAR PACKAGE (Shell scheme)

Modular option includes: Walls, 2 x 120w spotlights **per 9 SQM**, Fascia system with fascia sign.

Rate **\$AUS66.00 per SQM** (GST inclusive)

STAND SIZE PREFERENCE

9 SQM 12 SQM 27 SQM 36 SQM 54 SQM 72 SQM Nominate larger size preference _____

STAND TYPE PREFERENCE

Corner (2 open sides) Peninsula (3 open sides) Island (4 open sides)

ARE YOU A MEMBER OF THE AUSTRALIAN FURNITURE ASSOCIATION?

YES No **AFA Members will enjoy significant discounts so if you are not a member yet ask us about joining.**

BULK SPACE DISCOUNT FOR NON AFA MEMBERS

- 36 square metres to 54 square metres discount to the above rates of 2.5%
- 55 square metres to 120 square metres discount to the above rates of 5%
- 121 square metres discount to the above rates of 7.5%

I Would Like To Apply For Space At The 2016 Furnitex Show

Requested Stand Size @ **\$AUS480.00** inc GST per SQM _____ Cost \$ _____

I would require Module System @ **\$AUS66** inc GST per SQM _____ Cost \$ _____

Compulsory Rubbish and Recycling Fee **\$AUS60** (GST inclusive) Cost \$ **AUS60.00**

Total \$ _____

Holding Deposit 50% of Total rental \$ _____

Balance outstanding \$ _____

Final payment required on or before 45 days prior to the event. (Any discounts will be applied to your final balance invoice)

Additional power, furniture and other items you might require can be ordered from the Service order forms in your Exhibitor Services Kit which will be sent to you once you are a confirmed exhibitor

Paying By Direct Deposit

Account Name: **AFA Limited**
BSB Code: **033 002** - Account No. **840 469**
Swift Code Westpac Bank: WPACAU2S
Please email remittance advice to: membership@australianfurniture.org.au or fax + 613 9856 1611

PAYING BY CREDIT CARD

Visa Mastercard

Name on Card _____

Credit Card Number | _____ | CSV | _____ | Expiry Date ____/____/____

CONTACTS FOR FURNITEX
Australian Furniture Association
Level 1/376 Heidelberg Rd, Fairfield, VIC, 3078

Tel: 61 (0) 3 9856 1600
Email: connect@furnitex.com.au

FURNITEX COORDINATOR
Robert Gunn
Mobile: 61 (0) 438 848 048
Email: rgunn@australianfurniture.org.au

DO YOU REQUIRE LETTERS OF INVITATION FOR YOUR AUSTRALIAN VISA APPLICATIONS?

YES NO If yes please provide the following information

Name _____ Date of Birth ____/____/____

Passport place of Issue _____ Passport no _____

Date of Issue ____/____/____ Expiry Date ____/____/____

Please ensure you include a scan of each of the applicants' photograph and passport details.
If you do not have these details yet please ensure you provide them no later than 45 days before Furnitex,
please send to rgunn@australianfurniture.org.au

CONDITIONS, RULES AND REGULATIONS

1. INTERPRETATION

- (a) In this Contract, including any schedule or annexure hereto, unless the contrary intention appears: -

“**Director**” means a person who is a Director of a company which company enters into this Contract as an Exhibitor. “**Exhibit**” means the products and/or services displayed by the Exhibitor named on the front page hereof.

“**Exhibition**” means the exhibition, named on the front page hereof, to be held at the venue and on the dates detailed on the front page hereof or otherwise notified by the Organiser to the Exhibitor in accordance with the terms herein.

“**Exhibitor**” means the Company, person, association, or other legal entity wishing to take part in the exhibition and named on the front page hereof as the Exhibitor, and where the context permits, includes the Exhibitors employees, agents and contractors.

“**Future Obligations**” means any acts, matter or thing, which a party to this Contract will be liable to do (in the future) pursuant to a term of this Contract.

“**Organiser**” means AFA Limited and includes its successors and assigns and where the context so permits the Organiser’s agents, contractors and employees.

“**Stand**” means floor space allotted to the Exhibitor by the Organiser in the position agreed between the Exhibitor and Organiser and described in the Confirmation of Booking or as otherwise determined pursuant to the provisions herein and includes any walls, partitions or other structures to be provided by the Organiser to the Exhibitor.

“**Venue**” means the site at which the exhibition is to be held and noted on the front page hereof or otherwise notified by the Organiser to the Exhibitor in accordance with the terms herein.

- (b) Where the context so permits, words importing the singular number include the plural and vice versa; words importing gender include every other gender; and words importing persons include associations, bodies corporate and government and semi-government authorities and departments and vice versa.
- (c) Any covenant, indemnity or agreement on the part of two (2) or more persons shall be deemed to bind them jointly and each of them severally.
- (d) Headings have been inserted for guidance only and shall not be deemed to form any part of the context.
- (e) In the interpretation of this Contract, no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward this Contract.
- (f) None of the provisions of this Contract nor any act matter, or thing done under or by virtue of or in connection with this Contract or any other agreement between the parties to this Contract shall operate as a merger of any of the rights and remedies of the parties in or under this Contract or in or under any such other agreement all of which shall continue in full force and effect.
- (g) References to writing shall include typing, facsimile, e-mail and all other means of reproducing words in a lasting visible form. References to notices shall mean notices in writing.
- (h) If any provision of this agreement is void or held to be voidable or is in breach of any law in respect of which contracting out is prohibited or where the whole of this agreement may fail because of such clause then any such clause shall be severed from this agreement and this agreement shall be construed accordingly.
- (i) The expression “sell the Stand” or the like where used in this agreement shall mean “hire the Stand” or such similar meaning.

2. MAKING OF THE CONTRACT

The completion and returning by the Exhibitor of this Contract shall be deemed to be an offer by the Exhibitor to the Organiser to take the Stand at the Exhibition upon the terms and conditions contained herein. Acceptance of the said offer shall be by the Organiser’s return to the Exhibitor of a signed Confirmation of Booking (referred herein as the Confirmation of Booking). Upon such acceptance the Organiser agrees to provide and the Exhibitor agrees to hire the Stand upon the terms and conditions contained herein. Banking of any cheque forwarded by you or other payment made by you will not constitute acceptance of your order. If your order is not accepted any amount paid by you will be refunded by our cheque in your favour for the full amount of all money paid by you to us.

3. PAYMENT

The Exhibitor shall pay to the Organiser, such amounts and on or before such dates as shall be specified in the Confirmation of Booking. If any payment is not made by a due date the Exhibitor shall pay to the organiser an additional \$250 administration fee for each late payment which is agreed between the parties to be a reasonable estimate of the Organisers overhead costs of seeking payment from the Exhibitor. This amount shall be additional to any other costs of enforcement.

Please Note – All payments made by credit card will incur a fee of 2% for Visa & Mastercard.

4. ASSIGNMENT, SUBLETTING AND OTHER DEALINGS

The Exhibitor shall not assign or sub-let any part of the Stand without the consent of the Organiser in writing. Such consent shall be at the sole and absolute discretion of the Organiser, which shall not be obliged to give reasons for any refusal. Any such consent, if given, shall be on condition that the Exhibitor as assignor or sub-lessor continues to be bound by the Terms and Conditions of this Contract and the assignee or sub-lessee agrees to enter into a Contract in identical terms to this Contract.

5. CHANGES TO THE EXHIBITION

- (a) The Exhibitor acknowledges that having regard to the period of time between the date of returning this Contract and the proposed date of the Exhibition it is possible that circumstances may arise which make it necessary or desirable in the reasonable view of the Organiser to effect changes to the Exhibition. Without limiting the generality of such changes the Organiser shall have the right by notice in writing to the Exhibitor given not less than thirty (30) days prior to the commencement of the Exhibition, to change the dates of the Exhibition (including into a new year) and/or the place of the venue for the Exhibition to another venue (provided it is in the same City or local council area). The Organiser shall only exercise its rights under this Clause where it reasonably believes that circumstances necessitate such action. In the event of any such action by the Organiser under this Clause there shall be no consequent liability to the Organiser and the Organiser shall have no liability for any amounts expended or expenses incurred by the Exhibitor and the Exhibitor shall have no claim against the Organiser for damages of whatever kind or nature, whether they be a direct or indirect result of the change.
- (b) The Organiser shall be entitled to cancel this agreement at any time not less than 30 days prior to the date of the Exhibition. In such event the Organiser shall refund to the Exhibitor all money paid by the Exhibitor to the Organiser for the Stand but the Exhibitor shall not be entitled to make any other claim (other than the said refund) against the Organiser in relation to such cancellation and without limiting the generality of these words shall include claims for damages, specific performance, money expended or expenses incurred by the Exhibitor or otherwise.
- (c) Notwithstanding any other term or condition of this agreement the Organiser is entitled to cancel the Exhibition if, in the reasonable opinion of the Organiser, the Exhibition should be cancelled due to any act of terror, or other event which is beyond the control of the Organiser. If the Exhibition is cancelled in these circumstances (whether or not it is within 30 days of the Exhibition) the Exhibitor shall pay to the Organiser for the Organiser’s work in organising the event to the date of cancellation the full amount of the Exhibition fee less a proportion, such proportion being the same as the number of days between the date of cancellation and the date that the Exhibition was due to commence, bears to the number 365.

6. RE-ALLOCATION OF EXHIBITOR'S STAND

Notwithstanding anything to the contrary herein the Organiser shall have the right to amend, alter or relocate an Exhibitor's Stand without adjustment of the price and the Exhibitor will not object thereto. Notwithstanding the foregoing, if the Exhibitor has paid a higher rate per square metre for the location of the Stand originally booked than the rate applicable to the location of the Stand as relocated, the Organiser shall refund to the Exhibitor the difference.

7. EXHIBITION HOURS

The Organiser shall determine and may amend from time to time as circumstances require:-

- (a) The hours during which the Exhibitor shall have access to the Venue for the purpose of setting up and dismantling their Stand and Exhibit; and
- (b) The hours during which the Exhibition is open to visitors; and
- (c) The hours during which the Exhibitor shall keep the stand staffed (which shall be the same as in (b) above unless otherwise notified). In this regard, the decision of the Organiser as to such hours shall be final and conclusive.

8. AMENDMENT OF EXHIBITION RULES AND MANUAL

- (a) The Organiser may issue to the Exhibitor an Exhibition Manual in relation to any particular Exhibition and in that event the Exhibitor shall henceforth from the issue of the Exhibition Manual comply in all respects with the provisions contained in the Exhibition Manual.
- (b) The Organiser shall have the right to amend or add to the Exhibition Manual. The Exhibitor agrees to abide by and observe the provisions of the Exhibition Manual and all amendments and additions from time to time.

9. DISPLAYS SUBJECT TO APPROVAL OF ORGANISER

All Exhibits and Stands are subject to the approval of the Organiser. Displays and demonstrations are to be in keeping with the character, dignity and atmosphere of the Exhibition and the Organiser reserves the absolute right to reject any display or demonstration and to take any necessary steps to stop any disturbance or nuisance during the Exhibition. The Exhibitor shall not exhibit any product, service or other matter, which is not within the description of the Product/Service set out herein. If the Exhibitor breaches this condition the Organiser shall be entitled to remove the Exhibitor and the exhibit from the exhibition and any cost associated therewith shall be paid by the Exhibitor to the Organiser

10. STAND SIZE etc

The height of the dividing walls and back walls of the Stand shall be to the exact height of 2.4 metres from the pavilion floor and all walls shall be lined both sides unless backed onto another stand or wall. The Exhibitor shall at his own cost erect a partition around his Stand of not more than 2.4 metres in height to separate his Stand from adjoining Exhibitors. A Stand or Exhibit may only occupy the area of space described herein. All personnel involved in display and construction work should be financial members of an appropriate Trade Union and covered by Workers Compensation Insurance if required by law.

11. CLEANING

The Exhibitor shall be responsible to ensure the cleanliness and tidiness of the Stand at all times during the currency of the Exhibition. If the Exhibitor fails to so maintain and keep tidy his stand area or remove his rubbish, the Organiser, may without notice to the Exhibitor, in the absence of remedial action by the Exhibitor, employ others to clean up and remove the Exhibitor's rubbish and the cost thereof shall be recoverable by the Organiser as a debt due by the Exhibitor to the Organiser. The Organiser shall otherwise carry out general cleaning.

12. ENTRY

Exhibitors will be given entry cards for themselves and their personnel to enter the Exhibition for the duration of the Exhibition. No Exhibits or Stands may be removed during the Exhibition without permission in writing of the Organiser. Only the official photographers appointed by the Organiser are permitted to take photographs in the Exhibition, without prior permission in writing of the Organiser.

13. RETURN STAND IN ORIGINAL CONDITION

Upon completion of the Exhibition it shall be the responsibility of the Exhibitor to remove all exhibits, tools and all other materials from the Stand and the Venue and the Exhibitor shall leave the Stand allocated to him at the Exhibition in the same condition as it was prior to the Exhibitor erecting or installing any displays or carrying out any other work in relation to the Stand. The Exhibitor will be liable for any damages to walls or floors of the building in which his exhibit is housed and shall not paint or otherwise alter the floor or walls. If the Exhibitor has not removed all exhibits, tools and other material from the stand and venue as aforesaid, then the Organiser may (without being obliged and without prejudice to any other right of the Organiser) remove and dispose of same, in such a manner, as the Organiser in its absolute discretion shall decide (including dumping). The Exhibitor shall be liable for any costs associated with the removal, storage and/or disposal of such goods. The Exhibitor appoints the Organiser as its attorney for the purpose of transferring title to any such goods in the course of any such disposal and hereby releases and indemnifies the Organiser against any waste or loss arising there from. Without limiting the generality of the foregoing the Organiser is released and indemnified by the Exhibitor from and against any duty to obtain a market price for any such goods.

14. STATUTORY REQUIREMENTS

The Exhibitor shall comply with all rules, regulations and requirements of the owner or operator of the Venue and of any Statute or any government or semi-government authority or department concerning, relating to or affecting the Exhibition without limiting the above, all regulations or directions issued by the Fire Department, Public Health Authorities (particularly in relation to the display of food stuffs) Liquor Administration Board (if the Exhibitor proposes the sale or consumption of alcohol) and regulations or directions issued pursuant to the Lotteries and Art Union, and/or the State Lottery Office or any similar department regarding any Art Union, Lottery, Raffle, Guessing Competition, Game or Side Show that may be conducted by the Exhibitor with the prior permission in writing of the Organiser. The Exhibitor shall indemnify and keep the Organiser indemnified against any cost, claim, action, proceedings or demand which may be made against the Organiser by any person arising out of or pursuant to the failure of the Exhibitor to comply with its obligations under this Clause.

15. ORGANISER TO PROVIDE SERVICES

The Organiser shall provide all services to the Stand in accordance with the written specification of the Exhibitor, which said specification will be delivered to the Organiser thirty (30) days prior to the Exhibition provided that in the event the Organiser is unable or unwilling to provide the required services as specified, then the Organiser will notify the Exhibitor of same, and the Organiser will not be responsible for any loss or claim arising out of any non-compliance by the services to the Stand with the said specification. The Exhibitor shall be responsible for the cost of provision of services to the Stand which said cost shall be payable and due within seven (7) days of the invoice being issued or prior to commencement of the Exhibition whichever is the earlier. In the event that the Exhibitor requests variation to the services after commencement of the Exhibition and that variation is agreed to by the Organiser, then the Exhibitor shall pay for any such variation of the services immediately upon request for payment being made.

16. INSURANCE

The Organiser shall not be under any responsibility or liability whatsoever for damages to Exhibits and Stands by loss, damage, theft, fire, flood, water, storms, strikes, riots, act of terror or any other cause whatever and it shall be a pre-condition of this Contract that the Exhibitor arrange its own insurance of the Exhibit and Stand to cover loss or damage by any of the abovementioned means and the Organiser shall be entitled but not obliged to inspect such policy prior to the Exhibitor entering the venue.