



TERMS & CONDITIONS

These terms and conditions have been produced for the mutual benefit of PodiatryNZ conference delegates, PodiatryNZ, sponsors, exhibiting companies, the venue, exhibition contractors and Displayworks. We appreciate your agreement to these terms and conditions.

1. Booking and Payment Terms

- a) Space will be booked on receipt of the signed Application to Exhibit and will be allocated following the confirmation of Conference and Exhibition sponsor's stands.
- b) Bookings will be confirmed when the first payment (deposit) is paid.
- c) All monies due must be received prior to commencement of the Conference. Should any monies be outstanding, the Exhibition Manager has the right to refuse access to the exhibition.
- d) If the exhibitor defaults in payment of any invoice when due, they will be liable to pay penalty interest of 2.5% per calendar month. The exhibitor will also indemnify PodiatryNZ from and against all PodiatryNZ legal costs and disbursements of collection of outstanding debt calculated on a solicitor and own client basis, including all debt collection costs.
- e) The organising committee reserves the right of refusal of any application.
- f) Subletting of space will not be permitted.
- g) All monies are to be paid in New Zealand dollars (NZD).

2. Cancellation

- a) Submission of a signed Application to Exhibit will be deemed as a firm booking.
- b) Any cancellations must be made in writing.
- c) In the event of cancellation up to 60 days prior to the date of the conference a service fee of 50% of the stand booking will apply.
- d) In the event of cancellation up to 20 working days prior to the date of the conference full costs of the stand booking will be charged.
- e) If attending personnel are cancelled less than 20 working days prior to the date of the conference, no refund will be provided.
- f) PodiatryNZ reserves the right to cancel the exhibition in case of circumstances beyond their control. In such cases all monies paid will be refunded in full less any expenses incurred. The liability of the organisers will be limited to that amount.

3. Couriers and Storage

- a) Arranging couriers and transportation of exhibition equipment is the sole responsibility of the exhibitor. Costs associated with storage of equipment is also the sole responsibility of the exhibiting company.

4. Exhibition Space

- a) **Alcohol** - Alcohol cannot be served from stands unless prior approval has been obtained from PodiatryNZ. Alcohol is not permitted in stand prizes.
- b) **Cleaning** - Stands and exhibits shall be kept clean and tidy throughout the conference. Cleaning of the stand is the responsibility of the Exhibitor.
- c) **Custom Built Stand** - The exhibition manager must be advised if a custom-built stand is being installed. The installation time to be negotiated with the exhibition manager.

- d) **Damages** - The Exhibitor shall take all reasonable care when installing and dismantling its equipment and stand as not to cause damage to the venue carpet, walls and floors and the prefabrication booths supplied by PodiatryNZ, including the panels, fascia and spotlights. The Exhibitor will be responsible for repairs if the structures are damaged.
- e) **Floorplan** - PodiatryNZ and the venue reserves the right to modify the floor plan to accommodate space sales or change as necessary. While PodiatryNZ will use its best endeavours to consult the exhibitors when modifying the floor plan, PodiatryNZ and the venue is not obliged to do so.
- f) **Food** - Exhibitors are not permitted to sell, give away, prepare or cook food within the exhibition area unless prior approval has been obtained from PodiatryNZ.
- g) **Noise and Obstructions** - Exhibitors may advertise within their stand area and may use amplifiers or videos, but at all times the noise level must be reasonable and not detract from other exhibitors displays. Exhibitors must not obstruct the aisles and public walking areas. The organiser may prohibit or regulate any noise level that it considers in its sole discretion is an annoyance or disadvantage to other exhibitors. Where videos are used, adequate space must be allowed within the stand space and must not cause obstruction in the aisle.
- h) **Promotional material** - No promotional material may be distributed (eg. on seats in plenary sessions) or displayed outside of the stand area without permission of the Exhibition Manager.
- i) **Stand space** - Exhibitors may set up their demonstrations within their purchased stand space only. Aisles and walkways must be kept clear at all times. A fee will apply if any display occupies space outside the specified space as indicated on the floorplan.
- j) **Unoccupied Space** - Any space not claimed and occupied by the commencement of the conference can be reassigned by PodiatryNZ without refund to the original exhibitor.

5. Conference Logo

- a) The 2020 Conference logo may be used by exhibitors without written permission.

6. Exhibitor Registration

- a) All personnel must be registered and report to the registration desk on arrival. Failure to wear a name badge may result in the exhibitor being evicted from the venue.
- b) Badges are strictly non-transferable. The organiser reserves the right to refuse admission of any individual in possession of an exhibitor badge, who is not directly involved with an exhibition stand.

7. Health and Safety

- a) All exhibitors shall take all practical steps to ensure that no action or inaction of employees, agents, contractor/subcontractors while at the venue harms any other person.
- b) All exhibitors and any employees, agents, contractor/subcontractors employed on site for the purposes of stand construction must adhere to the health and safety requirements of the venue.
- c) Set-up and breakdown of exhibition stands must only take place during the allocated times as given in the exhibitors manual. Exhibitors are not permitted to set up or dismantle stand displays or move merchandise within the hall while it is open to the public. Specifically, exhibitors must not commence breakdown at the end of an exhibition before the public have vacated the hall.
- d) Children under 16 are not permitted to be in the hall during build-up or break-down. The presence of such children would negate the insurance cover of all parties present in the hall at the time and must be absolutely avoided.
- e) Exhibitors must not cause any aisle or emergency exit to be blocked in any way by their goods, displays or staff. In case of any dispute the decision of the duty fire officer is final.
- f) Exhibitors must not bring naked flames, fireworks, explosives, dangerous or harmful substances into the exhibition. Substances that are of dangerous, flammable, explosive or objectionable nature must not be brought into the premises.
- g) Any item or device deemed unsafe by the duty fire officer will be removed by the organisers or the fire officer.
- h) Exhibitors must seek the permission of the exhibition hall (via the organiser) should they wish to bring any animal into the exhibition.
- i) While onsite the designated Health & Safety officer has final say on any issues of Health and Safety, all exhibitors must adhere to their guidance.
- j) All accidents, incidents or near misses are to be reported to PodiatryNZ immediately.

8. Waiver of liability

- a) To the extent permitted by law, PodiatryNZ and the conference organisers will not be liable for injuries to any person, or damages to property owned or controlled by exhibitors. The exhibitor shall fully protect, indemnify and hold harmless PodiatryNZ, the conference organiser and the venue, their employees and agents from and against any direct losses, liability, damages, actions proceedings, claims, demands,
- b) costs and expenses including (without limitation) solicitor and own client costs, incurred directly in connection with any breach by the exhibitor of any term or warranty in this Agreement or the negligent or wrongful act or default of the exhibitor or any of its employees or agents in performing obligations under this agreement. The exhibitor will at their own expense hold adequate insurance against property loss or damage and against
- c) liability of personal injury and liability of property damage. The exhibitor will provide proof of such insurance on request by PodiatryNZ.

9. Pack-in and Pack-out

- a) Exhibition pack-out times are stated under the heading 'Exhibition timings' and must be adhered to.

10. Privacy

- a) PodiatryNZ complies with the Privacy Act 1993. In the course of this Agreement, PodiatryNZ may collect personal information. Information collected will only be used for the purpose of conducting the exhibition or for communicating with attendees after the exhibition has concluded (where communications are by electronic means PodiatryNZ will only communicate with those persons who have consented to receiving commercial electronic messages from PodiatryNZ).
- b) Personal information will only be kept for as long as it is required to conduct the purposes. We will only pass your information to official third-party contractors, conference attendees and the organising committee for the purpose of assisting you with your exhibition participation. We take all reasonable steps to ensure that information (including personal information) collected by PodiatryNZ is securely stored and protected.
- c) Persons have the right to access and request correction of their personal information held by us. Requests should be sent to PodiatryNZ.

11. Security

- a) Every precaution will be taken to protect exhibitor's equipment. However, PodiatryNZ and the venue will not accept responsibility for the loss or damage to exhibits or equipment placed at the venue. In all cases the exhibitor must assume responsibility for damage of property, accident and injuries to employees, delegates and others.

12. Code of Conduct

- a) Exhibitors at this conference must adhere to the guidelines of the Code of Conduct. A copy of the Code can be viewed [here](#).

13. Social Functions

- a) In the interests of all companies exhibiting and sponsoring this event, and to allow maximum attendance of delegates to the industry exhibition and conference events exhibiting, companies agree not to host/arrange social functions throughout the duration of the conference unless prior approval has been sought from PodiatryNZ.