

Exhibitor Terms and Conditions

1) Parties

This Agreement is made between:

Central Highlands Group Training Incorporated (trading as BGT Jobs & Training) (ABN 73 288 998 195)
AND

Hart Futures (ABN 66 970 125 198) (Project Lead / Event Manager)

BGT Jobs & Training and Hart Futures are together referred to as the Organiser for the purpose of delivery and management of the Expo.

AND

The Exhibitor

2) Background

The Ballarat Jobs & Training Expo is a careers, training and skills Expo that hosts over 80 organisations and employers. Industries represented include training, volunteer, and employment pathway opportunities within Ballarat and surrounding areas. The Expo is a great chance for attendees to talk to professionals in industries of interest, attend interactive workshops, team building, networking activities, forums and seminars.

Date and Venue: **Friday 24th July 2026 at The Goods Shed – 10am – 5pm**

3) Term

- a) The term of the Agreement applies to the 2026 Ballarat Jobs & Training Expo only and concludes on 25th July 2026.
- b) The person signing the Agreement warrants they are authorised to bind the exhibitor.
- c) The Exhibitor must comply with all applicable Commonwealth and State laws, regulations, and venue requirements.
- d) The Organiser may propose amendments to these Terms and Conditions. Any amendment is only binding if agreed in writing by both parties.
- e) Any amendment to this Agreement is valid only if made in writing signed by authorised representatives of the parties.

4) Expo stand

- a) The Organiser will use reasonable endeavours to allocate stand space in accordance with the Exhibitor's request.
- b) The Exhibitor must staff and keep their stand open for the full duration of the Expo, unless otherwise agreed.
- c) Each stand includes one table and two chairs.
- d) Exhibitors must ensure they comply with all child safety obligations, policies, and codes of conduct. Exhibitors must comply with all applicable Child Safety legislation and their own organisational child safety obligations.
- e) Exhibitors may only promote their own organisation's products or services.
- f) Exhibitors are responsible for holding appropriate public liability insurance.
- g) The Organiser may amend the floorplan at its discretion.
- h) Stands may not be sublet or shared without consent of the Organiser.
- i) To the extent permitted by law, the Organiser accepts no liability for loss or damage to Exhibitor property. Nothing in this clause excludes liability for negligence or obligations that cannot be excluded by law.
- j) To the extent permitted by law, the Exhibitor accepts no liability for loss or damage to Organiser property. Nothing in this clause excludes liability for negligence or obligations that cannot be excluded by law.

5) Build up, during Expo and Break down

- a) The Exhibitor must not cause any obstruction to other exhibitors or public space at the venue, or modify their stand and/or floor, or set up machinery on their stand without prior consultation and approval from the Organiser. Furniture, activities, promotional material and signage must be contained within the space allocated by the exhibitor.

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b) No inflatable items (including helium balloons, aerosol cans or any items) deemed hazardous by the Organiser are permitted in the Expo venue. It is the Exhibitor's responsibility to ensure that any items it brings to the Expo are not hazardous and if in doubt contact the Organiser.

- c) The Exhibitor is not permitted to distribute promotional material or promote its organisation anywhere other than its allocated space. This includes venue aisles and external areas of the Expo venue unless agreed by Organiser.
- d) The Exhibitor is responsible for safety and security of its products and stand. Material on its stand must not be left unattended at any time during the Expo or during build up or break down. Goods are left on the Exhibitor's stand and/or Exhibitor storage area at the Exhibitor's own risk.
- e) Trolleys are not permitted in the venue whilst the Expo is open to the public. Goods must be hand carried to the Exhibitor's stand whilst the Expo is open to the public. Restocking of goods using trolleys must be done before the Expo opens or after closing.
- f) It is the responsibility of the Exhibitor to leave the stand space clean and tidy during the exhibition and on break down. The Organiser reserves the right to charge an additional fee to the Exhibitor for the reasonable costs of any cleaning or removal of items left by the Exhibitor.
- g) The Organiser reserves the right to refuse admission or eject the Exhibitor or its representatives from the Expo due to (but not limited to):
 - i. any breach of these terms and conditions by the exhibitor
 - ii. any security risk, damage or injury caused by any act of the Exhibitor; or
 - iii. any damage to the Expo venue or any goods at the venue

6) Payment terms

- a) Invoices are payable within 30 days of issue. Late bookings must be paid in full prior to the event.
- b) Cancellations received between 6th July 2026 and the event date will be subject to a 100% cancellation fee.
- c) Cancellations received prior to 6th July 2026 are eligible for a full refund.
- d) Exhibitors may not occupy a stand until all fees are paid.
- e) If the event is cancelled by the Organiser, the Exhibitor will be entitled to a full refund.

7) Termination

- a) The Organiser may terminate this Agreement with 3 days' written notice if the Exhibitor is involved in serious misconduct or material breach of this Agreement.
- b) The Exhibitor may terminate with 3 days' written notice if the Organiser is involved in serious misconduct or material breach of this Agreement.
- c) A full refund will be provided in the event of termination.

8) Data Protection & Privacy

Participant data will be managed in accordance with the Privacy Act 1988 (Cth) and applicable legislation. Nothing in this clause prevents a party from disclosing information where required or permitted by law, or for safety, regulatory, audit, or funding compliance purposes.

9) Confidentiality

Each party must keep confidential the terms of this Agreement and any confidential information obtained in connection with it.

However, nothing in this clause prevents BGT Jobs & Training from disclosing this Agreement or any related information to its Board, officers, employees, contractors, insurers, legal or professional advisers; to auditors, regulators, funding bodies, government departments or accreditation authorities; for governance, compliance, audit, reporting, risk management, insurance or funding obligations; where required or permitted by law; or where the information is already lawfully known or publicly available. Such disclosure does not require the prior consent of the other party.

10) Governing Law

This Agreement is governed by the laws of Victoria, Australia.

11) Warranties

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Each party represents and warrants to the other that:

- a) it has the legal capacity and power to enter into this Agreement and to grant the respective rights it purports to grant under it;
- b) entering this Agreement will not breach any obligation of it, or result in any third party being entitled to withdraw any right granted to it;
- c) it has, to the best of its knowledge, made no assignments, grants, licences, encumbrances, obligations or agreements whether written, oral or implied inconsistent with the terms of this agreement; and
- d) its advertising material relevant to this Agreement will be true and correct and not convey any misleading or false statement at common law or in contravention of the Competition and Consumer Act 2010 (Cth) or similar legislation.