

The Trade & Tech Fit career expo

Exhibitor Agreement Terms and Conditions

Between

The Department of Education listed in Item 1 of the Agreement Details (**Department**)

and

The Exhibitor listed in Item 2 of the Agreement Details (**Exhibitor**)

Background

- A. The Department has a licence to use the Stall Area pursuant to the MCEC Licence Execution Terms and Conditions for the use of the Melbourne Convention and Exhibition Centre (**MCEC**) between the Department and MCEC 22 January 2024 (**Licence Agreement**).
- B. The Exhibitor wishes to use the Stall Area for the Permitted Use.
- C. In accordance with its obligations under the Licence Agreement, the Department has agreed that the Exhibitor may use the Stall Area for the Permitted Use, on the terms and conditions set out in this Agreement.

Details:

Item 1	Department's Address	The State of Victoria through the Department of Education (ABN 52 705 101 522) of 2 Treasury Place, East Melbourne, Victoria 3002
Item 2	Exhibitor's Address	As detailed in the Registration Form
Item 3	Stall Area	That part of the Licenced area identified in writing to the Exhibitor by the Department and/or MCEC
Item 4	Fee	Nil
Item 5	Permitted Use	To provide information, activities and/or demonstrations on the potential career pathways within the organisation and industry.
Item 6	Date and Time of Use	Access is from: 7 May 2024 from 2pm to 6pm and 8 May 2024 from 7am to 9am for Bump In, 8 May 2024 from 9am to 3.30pm and 9 May 2024 from 9am to 3pm for the Event, 9 May 2023 from 3.30pm to 9pm for Bump Out.
Item 7	Insurance	Public and Products Liability Insurance of \$10 million for each event.
Item 8	Department Representative	Victoria Robinson victoria.robinson@education.vic.gov.au 0412795975
	Exhibitor Representative	As detailed in the Registration Form

Terms and Conditions:

1. Use of Stall Area

In consideration of the promises made by the Exhibitor in this Agreement and for other valuable consideration, the Department grants the Exhibitor a right to use the Stall Area, subject to the terms and conditions of this Agreement.

2. Use of Stall Area

The Exhibitor:

- (a) may only use the Stall Area on the date and time listed in Item 6 for the Permitted Use;
- (b) acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Department regarding the suitability of the Stall Area for the conduct of the Permitted Use otherwise than as expressly contained in this Agreement, or for any other use;
- (c) must, at its own cost and in all respects, observe and comply with all Laws that apply to this Agreement and all directions, notices and requirements (including lawful

notices, orders or directions) of any government agency relating to its use and occupation of the Stall Area including all applicable Healthy and Safety Laws;

- (d) must keep available for inspection by the Department upon request, all licences, permits and registrations required for the use and occupation of the Stall Area;
- (e) must comply with all Department policies and guidelines which deal with the safety or health of persons on the Stall Area or otherwise under its control;
- (f) must at all times exercise due care, skill and judgement and act with the utmost good faith;
- (g) must not without agreement of the Department, install any signs, fixtures or fittings; and
- (h) will be responsible for the cost of any damage to the Stall Area, or its surrounding areas (including any building, fixture, fitting or equipment) if such damage is caused by or contributed to the Exhibitor or the Exhibitor's breach of this Agreement.

3. Cancellation or Postponement

- (a) If, for any reason, the Exhibitor is unable to use the Stall Area on any date or time of use specified in Item 6 then the Exhibitor must immediately notify the Department in writing.
- (b) If, for any reason, the Department is unable to provide the Stall Area to the Exhibitor at the date and/or time of use specified in Item 6, then the Department will give the Exhibitor notice of cancellation or postponement.
- (c) If the Agreement is cancelled or postponed in accordance with clause 3(b), the Exhibitor will not be entitled to any compensation.

4. Representatives

The Parties each nominate the person specified in Item 8 as their respective representative for communications under this Agreement. Either party may replace its representative by giving Notice delivered to the address set out in Item 8 to the other party from time to time.

5. Requirements for Working with Children

The Exhibitor must (and must ensure that its Personnel engaged or used by it to work at the Stall Area and/or carry out the Permitted Use under this Agreement):

- (a) have undertaken a satisfactory working with children check if required pursuant to the *Worker Screening Act 2020 (Vic)*;
- (b) if required by the Department, have undertaken a satisfactory police records check; and
- (c) have met any additional relevant legal requirements and policies of the Department, in relation to the suitability of persons to work with children or within the precinct of the Stall Area as advised by the Department.

6. Child Safe Standards

- (a) The Department and School Staff are required to comply with Child Safety Laws, the MO and Department Child Safety Policies.
- (b) If the Exhibitor is an Applicable Entity, it warrants to the Department that it:
 - (i) is compliant and will continue to comply with Child Safety Laws; and
 - (ii) will immediately provide the Department with copies of any documents or information in respect to any compliance action taken by any regulatory authority in connection with child safety against the Exhibitor (or its Personnel).
- (c) The Exhibitor (and its Personnel) must:
 - (i) if applicable (whether or not the Exhibitor must itself comply with Child Safety Laws), comply with any relevant Department Child Safety Policies; and
 - (ii) comply with any reasonable direction by the Department in respect to compliance by the Department, School Staff and/or the Exhibitor with any Child Safety Laws or any relevant Department Child Safety Policies.
- (d) The Department may terminate this Agreement immediately if, in the Department's reasonable opinion, it determines at any time that:
 - (i) there is a breach of any Child Safety Laws caused by, or in any way connected with, the Exhibitor or its Personnel; or
 - (ii) the Exhibitor or any of its Personnel are not suitable to engage in Child-connected work for the purposes of the Department and School Staff's

compliance with the Child Safety Laws or relevant Department Child Safety Policies.

7. Insurance, Release and Indemnity

7.1 Insurance

- (a) The Exhibitor must obtain and maintain for the Term, the insurance set out in Item 7 with an insurer authorised by the Australian Prudential Regulation Authority to conduct insurance business in Australia that is acceptable to the Department.
- (b) The Exhibitor must not do or permit anything to be done which may invalidate any insurance, make any insurance void or voidable or increase the rate of premium of any insurance of the Department or any other person.
- (c) The Exhibitor must provide the Department with evidence of the currency of any insurance the Exhibitor is required to maintain under this Agreement, at the request of the Department.
- (d) Clauses 7.1(a), 7.1(c) and 7.2 do not apply if the Exhibitor is insured by VMIA or is a municipal council within the meaning of the Local Government Act 1989 (Vic) and is insured by Liability Mutual Insurance.

7.2 Release

- (a) Subject to clause 7.2(c), the Exhibitor at all times indemnifies the Department and their Personnel (in this clause, each an **Indemnified Party**) against any Losses which any Indemnified Party suffers or incurs as a result of any demand, suit, action, claim or proceeding against an Indemnified Party where the Losses arise as a direct or indirect result of any of the following:
 - (i) personal injury, including sickness and death;
 - (ii) property damage;
 - (iii) a breach of an obligation of confidence or privacy, whether under this Agreement or otherwise;
 - (iv) fraudulent acts or omissions of the Exhibitor or its Personnel;
 - (v) any wilful misconduct or unlawful act or omission by the Exhibitor or its Personnel; or
 - (vi) any third party claim arising out of a breach of this Agreement by the Exhibitor or its Personnel (including breach of warranty) or any negligent act or omission of the Exhibitor or its Personnel.
- (b) To the extent that the indemnity in this clause refers to persons other than the Department, the Department holds this clause on trust for those other persons.
- (c) The Exhibitor will not be liable under the indemnity in clause 7.2(a) to the extent that the Loss results from:
 - (i) any fraudulent, negligent or deliberate act or omission of an Indemnified Party;
 - (ii) any breach of this Agreement by an Indemnified Party; or
 - (iii) the condition of the Stall Area before the date of this Agreement.

8. Default and Termination

If the Exhibitor fails to perform or observe its obligations (whether express or implied) under this Agreement, then, without limiting any other right of the Department, the Department may, by Notice in writing to the Exhibitor:

- (a) remedy the breach or default at the cost of the Exhibitor; and/or
- (b) terminate this Agreement.

9. Consequences of expiry or termination of Agreement

- (a) At the expiration or the earlier termination of this Agreement, the Exhibitor must remove all its property from the Stall Area and ensure that the Stall Area is clean and free from rubbish.
- (b) The expiry or termination of this Agreement does not affect:
 - (i) the Department's rights in relation to a breach of this Agreement by the Exhibitor before the expiry or termination; and/or
 - (ii) the Exhibitor's obligation to make a payment under this Agreement for periods before the expiry or termination.

10. General

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.
- (b) This Agreement may only be varied or replaced by agreement in writing.
- (c) This Agreement is comprised of the following documents:
 - (i) the Details;
 - (ii) the Terms and Conditions;
 - (iii) any other documents or representations referred to in this Agreement or incorporated by reference.
- (d) In the event and to the extent of any inconsistency between the documents listed in clause 11(c), the provisions of the earlier mentioned document will prevail to the extent of the inconsistency. If the inconsistency remains incapable of resolution by reading down, the inconsistent provisions will be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document.
- (e) This Agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement was executed.
- (f) The Exhibitor must not assign any right under this Agreement without the prior written consent of the Department.
- (g) Each party acknowledges and agrees to the signing of this Agreement by electronic means. The parties agree to be legally bound by the Agreement signed this way. This Agreement constitutes an original document in an electronic format and will have the same legal effect, validity and enforceability as a document signed by signature affixed by hand.
- (h) The Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

11. Interpretation

Unless expressed to the contrary, in this Agreement:

- (a) 'includes' means includes without limitation;
- (b) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (c) a reference to:

- (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
- (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation; and
- (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced.

12. Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this agreement and includes all schedules, appendices, attachments, plans and specifications, annexures and exhibits to it.

Department means the Department set out in Item 1 and any successor department, and includes, where appropriate, its Personnel.

Department Child Safety Policies means any relevant Department policies, codes, guidelines or associated documents that in any way relate to child safety, including any policies, codes, guidelines or associated documents that the Department produces for the purpose of meeting its minimum child safety standards pursuant to the MO.

Exhibitor means the person or entity set out in Item 2 and includes, where appropriate, its Personnel.

Health and Safety Laws means all workplace, health and safety related Laws, including the OH&S Act and the OH&S Regulations.

Fee means the amount specified in Item 4.

Item means an item of the details section of this Agreement.

Law means:

- (a) the law in force in the State and the Commonwealth of Australia, including common law, legislation and subordinate legislation; and
- (b) ordinances, regulations and by-laws of relevant government agencies.

Loss means any liability, loss, damage, claim, action or expense (including all legal costs determined on a full indemnity basis) of any kind whatsoever.

MO means Ministerial Order 1359 (as amended or replaced from time to time).

Notice means a notice, consent, approval or other communication given under this Agreement.

OH&S Act means the *Occupational Health and Safety Act 2004* (Vic).

OH&S Regulations means the *Occupational Health and Safety Regulations 2017* (Vic).

Permitted Use means the permitted use of the Stall Area as specified in Item 5.

Personnel means, in respect of a party, any officer, employee, agent, delegate, contractor, subcontractor, consultant, advisor, invitee, licensee or servant to the extent that such person or entity is performing an act or a function directly related to this Agreement.

Registration Form means the online registration form completed by the Exhibitor.

School Staff has the meaning given to it in the MO.

Stall Area means part of the Licensed area within MCEC described in Item 3.

