CraftAlive

2026 TERMS & CONDITIONS

DEFINITIONS

Unless inconsistent with the context, the following definitions apply to these terms and conditions:

"**Agreement**" means the CraftAlive Exhibitor Application Form and these terms and conditions herein.

"**Allocated Setup Time**" means the time allocated by the Organiser prior to the Exhibition to allow an Exhibitor to setup its Site.

"**Application**" means CraftAlive Exhibitor Appliciation Form and supporting documentation referred to in subclauses 1.1.1-1.1.4 herein.

"**Deposit**" means an amount as defined of the fees for any Exhibition.

"**Exhibit**" means the Exhibitors allocated Exhibition Site and its Stand

"**Exhibition**" means any event dates listed on the calendar in the CraftAlive Exhibitors Pack.

"**Exhibitor**" means a natural person or company that showcases their or its craft related work or products at the Organiser's Exhibition.

"**Exhibitors Pack**" means the information pack provided by the Organiser to a proposed exhibitor.

"**Site**" means the area allocated by the Organiser to the Exhibitor within the Exhibition venue for the duration of an Exhibition.

"**Stand**" means the Exhibitor's display setup by the Exhibitor at an Exhibitor's allocated Site.

"**Organiser**" means CraftAlive and Craftevents Pty Ltd or any other associated entity nominated by CraftAlive.

"**Parties**" means the individual(s) and/or corporation(s) signing these terms and conditions as Exhibitor and the Organiser.

"**Unsuccessful Application**" means any Application for which the Organiser has accepted, and for which the proposed exhibitor has not been granted as an exhibition site for that exhibition.

TERMS AND CONDITIONS

1. Application Process

1.1. The Exhibitor must complete the Exhibitor's Application Form; CraftAlive Exhibitor Application Form and submit this form via email to *info@craftalive.com.au* for the Organiser's consideration. The CraftAlive Exhibitor Application Form must be accompanied by the following documents:
  1.1.1. Clear, full colour, high resolution Exhibitor product photographs;
  1.1.2. Exhibitor website and social media details;
  1.1.3. Proof of current Public Liability Insurance Certificate with a limit of liability of no less than $10 million; and
  1.1.4. Deposit Fee

1.2. The Exhibitor must fully complete the CraftAlive Exhibitor Application Form to be eligible for consideration by the Organiser.

1.3. The Organiser shall not be required to consider an Application that is in any way incomplete.

1.4. The Organiser in its absolute discretion, may elect not to accept any Application irrespective of whether that Application is complete, and the Deposit has been paid.

1.5. The Organiser shall refund any Deposit within fourteen (14) business days for any Unsuccessful Application.

2. Payment

2.1. The Exhibitor must pay the Deposit for each Exhibition at the time of booking that Exhibition.

2.2. The Organiser strongly encourages the Exhibitor to pay its Deposit at the same time it submits its Application. The Organiser shall not place a hold on any Site at any Exhibition without having first received the Exhibitors Deposit.

2.3. All Deposits are non-refundable and non-transferable save for Unsuccessful Applications.

2.4. At least twelve (12) weeks prior to the commencement of build of an Exhibition, the Exhibitor must finalise and pay all monies owing to the Organiser under this Agreement in relation to that Exhibition.

2.5. In the event any Exhibitor does not make payment owing to the Organiser by the specified timeframe, the Exhibitor's Application will lapse and the Organiser shall retain all monies previously paid by the Exhibitor and may reallocate the Exhibitor's Site.

2.6. The Exhibitor agrees and acknowledges that time is of the essence in relation to clause 2.1 and clause 2.4 herein.

2.7. Any changes made to invoiced bookings at the request of an Exhibitor will incur a $150.00 administration fee payable by the Exhibitor requesting the change.

2.8. Any payment by cheque will incur a $50.00 processing fee payable by the Exhibitor presenting the cheque.

2.9. Payments made by cheque that do not clear will incur a $50.00 late payment or dishonour fee payable by the Exhibitor presenting the cheque.
2.10. The Organiser does not accept American Express.

3. Cancellations

3.1. The Exhibitor must notify the Organiser in writing as soon as practicable should it wish to cancel its Site.
3.2. In the event the Exhibitor has notified the Organiser of its cancellation in accordance with clause 3.1 herein, the Exhibitor agrees and acknowledges it is not entitled to a refund of its deposit or any other monies paid by the Exhibitor to the Organiser under this Agreement.
3.3. Any monies paid under this Agreement and retained by the Organiser resulting from the Exhibitor's cancellation shall not be transferred to another Exhibition for which the Exhibitor has secured a Site or a fellow exhibitor.
3.4. Subject to clause 3.5 herein, an Exhibitor who cancels within four (4) weeks or less notice before a scheduled Exhibition will be liable for the entire Site cost. All cancellation will incur a $150.00 cancellation fee.
3.5. An Exhibitor will not be liable for monies owing under this Agreement if it cancels its Site within four (4) weeks' notice of an Exhibition if that Exhibitor finds a replacement exhibitor who has completed an Application and has been approved by the Organiser as a suitable replacement. In this case, the Exhibitor will only be liable for a $150.00 administration fee for the change to an invoiced booking.

4. Exhibition Days

4.1. An Exhibitor must not occupy its Site unless it has fulfilled all payment conditions under this Agreement and provided all documentation to the Organiser as outlined in the Application.
4.2. The Exhibitor must occupy its Stand by the Allocated Setup Time.
4.3. The Exhibitor must notify the Organiser in writing of any lateness, potential lateness and if it is unable or is likely to be unable to complete setup of its Stand prior to the Allocated Setup Time.
4.4. The Organiser, in its absolute discretion, may dismantle or reallocate a Site if an Exhibitor fails to complete setup by the Allocated Setup Time.
4.5. Each Stand must be completely setup at the end of the Allocated Setup Time.
4.6. The Exhibitor must not setup any displays during an Exhibition.
4.7. The Exhibitor must keep its Stand open and staffed during Exhibition hours.
4.8. The Exhibitor must keep its display, advertising and servicing areas within the confines of its Stand. The Exhibitor must not occupy aisle space for its display or for the sale of its goods or services.
4.9. The Exhibitor must maintain its supply of stock throughout the entire Exhibition. In the event stock is depleted during the Exhibition the Exhibitor must place a 'low stock' or 'sold' sign/sticker in its display to indicate stock that is low or sold out.
4.10. The Exhibitor is responsible for keeping its stand clean and tidy at all times during an Exhibition.
4.11. The Exhibitor must not pack up its Stand until the Exhibition has closed on the final day of the Exhibition.
4.12. The Exhibitor is responsible for the delivery, setting up and packing up of its Exhibit, displays and materials.
4.13. The Exhibitor is responsible for its waste or rubbish including any waste or rubbish from setting up or packing up its Exhibit.
4.14. The Exhibitor's Site must be presented professionally and to the reasonable and professional standards of the Organiser including but not limited to the use of professional signage.

5. Limit of Liability

5.1. The Exhibitor shall be liable for any wall, floor, ceiling, glass or other surface damage caused by the Exhibitor setting up or packing up of its Exhibit.
5.2. The Exhibitor hereby agrees and acknowledges that it occupies its Site at its own risk and forever releases and discharges the Organiser so far as legally possible from:
5.2.1. any and all complaints, actions, proceedings, payments, obligations, duties, claims, loans, setoffs, demands, suits, causes of action, loss, damage, fines, costs and expenses whatsoever and howsoever arising in connection with an Exhibition;
5.2.2. any and all liability arising from any destruction, damage or accident to the Exhibitor's property or the Exhibition surrounds; and
5.2.3. any injury to any person at any time in the Exhibitor's allocated Site.
5.3. The Exhibitor hereby indemnifies and keeps indemnified the Organiser, its directors, officers, servants, agents and associated companies against all actions and omissions of the Exhibitor, its directors, servants, and agents in connection with the use and occupation of the Exhibitors allocated Site.
5.4. The Organiser shall not be liable for any expense, damage or loss to an Exhibitor's products or display resulting from:
5.4.1. weather including but not limited to; 'acts of God', rains, floods, storms, lightning strikes and fires;
5.4.2. events outside the control of the Organiser including but not limited to; war, public disaster, industrial actions or disputes, legislative changes and Government enactment or sanctions;
5.4.3. interference from a third person including but not limited to; theft, arson and vandalism;

5.4.4. service issues including but not limited to; plumbing and drainage issues, service faults and outages; and

5.4.5. loss and damage to stock, displays or any other personal property of the Exhibitor.

5.5. The Organiser must not be held liable to perform or fulfil any of its obligations under this Agreement should any of the events detailed in subclauses 5.4.1-5.4.5 herein occur.

5.6. The Exhibitor warrants that no claim or proceeding whatsoever or howsoever arising will be brought by or through it against the Organiser.

5.7. The Exhibitor further warrants that it will, to the best of its ability, insulate and protect the Organiser from any claim or proceeding whatsoever or howsoever brought by or against it by a third party.

6. Cancellation of Exhibition

6.1. The Organiser, in its ultimate discretion, reserves the right to cancel, postpone and/or reschedule any Exhibition or to remove any Exhibitor's Stand at any Exhibition.

6.2. The Organiser shall not be liable for any expense, damage or loss to an Exhibitor's products or display resulting from an Exhibition being cancelled, postponed and/or rescheduled.

7. General

7.1. Pets are forbidden at Exhibitions.

7.2. Music (including radios) is forbidden at Exhibitions.

7.3. Public address systems must not be used by the Exhibitor without the prior written consent of the Organiser.

7.4. The Exhibitor must not cause a nuisance or interference to the Organiser or any other exhibitor.

7.5. In the event the Exhibitor fails to remove all of its rubbish, the Exhibitor will be charged a cleaning fee of $250.00.

7.6. The Exhibitor must hold a public liability insurance with a reputable Australian insurer with a limit liability of $20 million.

7.6.1. The Organiser may, at any time, ask the Exhibitor to provide a copy of its certificate of currency detailing its public liability insurance.

7.7. If an Exhibitor's public liability insurance is not current, not held with a reputable Australian insurer, does not cover the required dollar amount or does not cover the Exhibitor's Site the Organiser must cancel any booking held in the Exhibitor's name.

7.8. If an Exhibitor's public liability insurance is not current, not held with a reputable Australian insurer, does not cover the required dollar amount or does not cover the Exhibitor's Site and this becomes known during an Exhibition, the Exhibitor must immediately cease any trade at its Site and pack up its Stand.

7.9. If an Exhibitor ceases trade during an Exhibition pursuant to clause 7.8 herein, the Exhibitor will be liable for a $500.00 empty site fee. This fee does not merge with any other monies paid by thee Exhibitor to the Organiser under this Agreement or at law.

7.10. The Exhibitor must comply with all workplace health and safety standards and applicable legislation relating to the sale of goods and to the Site.

7.11. The person signing this Agreement warrants to the Organiser he, she or it has not, to the best of his, her or its knowledge misled the Organiser in any way with respect to the Exhibitor's goods or services.

7.12. If the Exhibitor fails to pay any monies owing to the Organiser, the Exhibitor must pay the Organiser:

7.12.1. interest at the rate 5% higher that the rate from time to time fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) on the money owing; and

7.12.2. any legal fees relating to the recovery of monies owed on a solicitor/client basis.

7.13. The Exhibitor agrees and acknowledges that it has not relied on any warranty or representation made by or on behalf of th4e organiser as to the suitability of thee Exhibitor's goods or services for sale.

7.14. The person signing this Agreement warrants to the Organiser that he, she or it is duly authorised to do so.

7.15. The parties agree and acknowledge this Agreement is intended to be binding on all Parties once executed by the Exhibitor.

7.16. The Parties hereby submit to the exclusive jurisdiction of the Courts of the State of Victoria.

Signature(s): _____

Name(s): _____

Date: _____