

# AVALON 2009

## AUSTRALIAN INTERNATIONAL AIRSHOW 2009

10-15 MARCH 2009 GEELONG VICTORIA

### CORPORATE VILLA ORDER

Displayer Name .....  
 Full Address .....  
 Country ..... Post / Zip Code .....  
 Telephone ..... Facsimile .....  
 Email .....  
 Contact Person .....  
 Title .....



**Producer**  
 Australian International Airshow 2009:-  
 Aviation Development Australia Limited  
 Australian Business Number 54 114 966 175  
 (hereafter called the "Organiser")  
 PO Box 4095, Geelong, Victoria 3220 Australia  
 Telephone +61 3 5282 0500 Facsimile +61 3 5282 4455  
 Email expo@amda.net.au

**Please Note:** All correspondence will be sent to the contact person nominated above at the address supplied. Attention is directed to the **Agreement Terms** and the **General Conditions of Exhibition**.

The abovenamed Displayer hereby applies to exhibit aircraft on static display (and, where applicable, Display Gazebos in association therewith) at the Australian International Airshow 2009 ("the Airshow"), to be conducted in conjunction with the 2009 Australian International Aerospace and Defence Exposition ("the Exposition"), and orders the following from the Producer:-

### CORPORATE VILLA

(Please note catering and beverages are not included)

**\$4,500 per day**     Tuesday 10 March  
                            Wednesday 11 March  
                            Thursday 12 March  
**\$7,400 per day**     Friday 13 March  
                            Sat 14 March  
                            Sun 15 March  
**\$27,500 each 6 day package**     10-15 March 2009

Total AS

**NOTE:** All prices include Goods and Services Tax



#### NOTES FOR DISPLAYER

**How to display** Orders must be submitted on this Display Order Form. Applications received after 31 October 2008 will be considered only if space continues to be available. If the Producer accepts the Display Order, the Producer will notify the Displayer of such acceptance and payments must be made to the Producer as provided in the Agreement Terms.

**General Conditions of Display** Attention is directed to the General Conditions of Display included with the Display Order Form or available at the website [www.airshow.com.au](http://www.airshow.com.au)

**Regulations in respect of the Airshow** A copy of the Regulations for the Airshow may be obtained from the Producer or by visiting the website [www.airshow.com.au](http://www.airshow.com.au)

**Exhibition Regulations in respect of the Exposition** A copy of the Exhibition Regulations for the Exposition may be obtained from the Organiser or by visiting the website [www.airshow.com.au](http://www.airshow.com.au)

#### AGREEMENT TERMS

- The Displayer hereby acknowledges and agrees that, if this Display Order is accepted by Aviation Development Australia Limited (hereinafter called the "Producer") and upon such acceptance, a binding agreement will arise between the Displayer and the Producer on the terms and conditions set out herein.
- The Displayer acknowledges that, if this Display Order is accepted, the Producer will notify the Displayer in writing of such acceptance.
- (i) If such notification of acceptance occurs on or before 30 November 2008, the Producer will invoice the Displayer for the deposit of Twenty five per cent (25%) of display charges which the Displayer hereby agrees to pay to the Producer within thirty (30) days of invoice for such deposit. The Producer will also invoice the Displayer for the balance of seventy five per cent (75%) of display charges which the Displayer hereby agrees to pay to the Producer by 31 December 2008.  
(ii) If such notification of acceptance occurs on or after 1 December 2008, the Producer will invoice the Displayer for the full amount of the display charges which the Displayer agrees to pay forthwith upon invoice for the same.  
(iii) Payment by the Displayer within the times specified in subparagraphs (i) and (ii) hereof will be fundamental terms to be complied with by the Producer pursuant to the said agreement between the Displayer and the Producer.
- The Displayer agrees that the Producer will be bound by the General Conditions of Display published by the Producer in respect of the Australian International Airshow 2009 ("the Airshow"). (The said General Conditions of Display are included with this display Order or are available at the website [www.airshow.com.au](http://www.airshow.com.au)).
- The Displayer further agrees that the Displayer, together with the Displayer's employees, servants, agents and/or contractors, will be bound by all Regulations from time to time promulgated by the Producer (including all amendments to such Regulations from time to time made by the Producer) and all other directions and instructions that may be issued by the Producer or its officials in respect of the Airshow.
- The Displayer acknowledges that Exhibition Regulations for the conduct of the 2009 Australian International Aerospace and Defence Exposition ("the Exposition") will be promulgated by the organiser of the Exposition and agrees that the Displayer, together with the Displayer's employees, servants, agents and/or contractors, will be bound by such Exhibition Regulations from time to time promulgated (including all amendments to the same) and all other directions and instructions that may be issued by the organiser of the Exposition or its officials in respect of the Exposition.
- The Displayer hereby agrees to indemnify the Producer of the Airshow and the organiser of the Exposition (and their respective members, officials, servants and agents) against all loss or damage which they or any of them may sustain as a result of any non-compliance by the Displayer or the Displayer's employees, servants, agents or contractors with the General Conditions of Display, the Regulations (as amended) promulgated by the Producer in respect of the Airshow, the Exhibition Regulations (as amended) promulgated by the organiser of the Exposition in respect of the Exposition and any other instruction or direction that may be issued by the Producer or its officials in respect of the Airshow or by the organiser of the Exposition or its officials in respect of the Exposition.

Signed for and on behalf of the Displayer by the undersigned who is a person duly authorised by the Displayer for this purpose.

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Please return to: Exhibition Secretariat  
 Aviation Development Australia Limited  
 PO Box 4095, Geelong Victoria 3220 Australia  
 Email: expo@amda.com.au

#### PRIVACY STATEMENT

We collect personal information about individuals to enable us to manage and market our activities and to promote products and services. We may disclose personal information to our insurers, mailing houses, suppliers and contractors. Individuals have the right to access and correct their personal information held by us. If you do not wish to continue receiving marketing communications from us or do not want your personal information disclosed to third parties please contact us at the following address:

The Privacy Officer Aviation Development Australia Limited PO Box 4095, Geelong, Vic 3220  
 Email: [privacy@airshow.com.au](mailto:privacy@airshow.com.au) Tel: 03 5282 0500 Fax: 03 5282 4455

### AUSTRALIAN INTERNATIONAL AIRSHOW 2009

Avalon Airport Victoria, 10 to 15 March 2009, held in conjunction with the 2009 Australian International Aerospace and Defence Exposition

## 1. PRODUCER

In these General Conditions of Display, the term "Producer" refers to Aviation Development Australia Limited (ABN 54 114 966 175).

## 2. AIRSHOW

In these General Conditions of Display, the term "Airshow" refers to the Australian International Airshow 2009.

The Airshow is presented, organised, staged, produced, managed and conducted by the Producer.

The Airshow is a separate activity from the 2009 Australian International Aerospace and Defence Exposition ("the Exposition")

## 3. EXPOSITION

In these General Conditions of Display, the term "Exposition" refers to the 2009 Australian International Aerospace and Defence Exposition held in conjunction with the Airshow.

The Exposition is a separate activity from the Airshow and is not staged, presented, organised, produced, managed or conducted by the Producer. The Exposition is presented, organised, staged, produced, managed and conducted by Aerospace Australia Limited (ABN 63 091 147 787).

The term "Organiser" when used herein refers to the said Aerospace Australia Limited.

## 4. ACCEPTANCE OF DISPLAY ORDER

The Producer reserves the right to decline any Display Order. Within a reasonable period of time from receipt by the Producer of the Display Order Form signed by or on behalf of the Displayer, the Producer will notify the Displayer in writing as to whether or not such Display Order is accepted by the Producer. Until such written notification to the Displayer by the Producer of the Producer's acceptance of the Display Order, no binding legal commitment shall be deemed to arise on the part of the Producer.

## 5. PRICES

All prices are in Australian dollars (A\$) and include Goods and Services Tax (GST). The Producer reserves the right to vary prices at any time prior to the opening of the Airshow if either:

- there are significant increases in the rate of Government taxes or duties, or
- there are significant increases in the Producer's costs in connection with conducting the Airshow.

## 6. DEPOSIT

The Deposit is payable by the Displayer as security for the Displayer's performance of its obligations. Without prejudice to any other rights or remedies available to the Producer, the Producer may (and is irrevocably authorised by the Displayer to) apply the Deposit in satisfaction (or part satisfaction) of any amounts payable by the Displayer, including (without limitation) the display charges payable, any withdrawal, cancellation or postponement charges payable, or any losses, damage, liabilities, costs or expenses the Producer suffers arising out of any default by the Displayer.

## 7. ALLOCATION OF SPACE

Display space will be allocated by the Producer to meet considerations of the Airshow layout and any other applicable restrictions. The Producer, where possible and without any obligation, will endeavour to allocate display space and positioning in accordance with priority of receipt of Display Order Forms. Displayers will be notified of their display space allocation following the closing date for receipt of Display Order Forms. The Producer reserves the right, at the discretion of the Producer, to vary display space allocations and positions at any time.

## 8. PROHIBITION ON ASSIGNMENT

Unless otherwise expressly agreed by the Producer in writing, no part of any display space allocated to any Displayer may be transferred, assigned, sub-let or shared with any other Displayer or any other person or corporation or entity.

## 9. PRESENTATION OF EXHIBITS

Displayers are required to maintain and staff their aircraft displays and other displays throughout the complete period of the Airshow (10-15 March 2009 inclusive).

## 10. VARIATION

The Producer reserves the right to make any alteration or variation that may be considered reasonably necessary to or in connection with the Airshow.

## 11. REGULATIONS FOR THE AIRSHOW

The Producer will promulgate Airshow Regulations for the reasonable conduct of the Airshow.

All Displayers, their agents, contractors and respective Personnel will be subject to and be bound by the Airshow Regulations.

The Producer may at any time promulgate such amendments to the Airshow Regulations, as the Producer may consider reasonable for the conduct of the Airshow, and such amendments will be binding on Displayers, their agents, contractors and their respective Personnel.

To the extent of any inconsistency between the Airshow Regulations and the General Conditions of Display, the provisions of the General Conditions of Display shall prevail.

A copy of the Airshow Regulations may be obtained from the Producer or by visiting the website [www.airshow.com.au](http://www.airshow.com.au).

## 12. EXHIBITION REGULATIONS FOR THE EXPOSITION

Exhibition Regulations in respect of the conduct of the Exposition may be promulgated by Aerospace Australia Limited as the Organiser of the Exposition.

All Displayers, their agents, contractors and respective Personnel participating in the Exposition will be subject to, comply with, and be bound by such Exhibition Regulations.

Amendments to such Exhibition Regulations may from time to time be promulgated by the Organiser of the Exposition, as the Organiser of the Exposition may consider reasonable for the conduct of the Exposition, and such amendments will be binding on Displayers, their agents, contractors and their respective Personnel participating in the Exposition.

A copy of the Exhibition Regulations may be obtained from the Exposition Organiser or by visiting the website [www.airshow.com.au](http://www.airshow.com.au).

## 13. CONTROL

The control of all aspects of the Airshow is vested in the Producer. The decisions of the Producer and its duly authorised officials shall be binding on all Displayers, Participants, contractors and their respective Personnel. The Producer shall in its absolute discretion have the right without appeal to

resolve any dispute in relation to the Airshow arising from any cause not the subject of an express provision of the Airshow Regulations or the General Conditions of Display.

## 14. ACCESS TO THE AIRSHOW

The Producer reserves the right (but shall not be under any obligation) to control entry and access to the Airshow and (without limiting the generality thereof):-

- to promulgate Conditions of Entry,
- to refuse entry to any person, to require any person to leave the venue and to physically remove any person from the venue,
- to search all persons entering or at the venue,
- to search all aircraft, bags, luggage, receptacles, clothing, promotional materials, exhibits, stands, equipment, personal property and effects entering or at the venue, and
- to require the removal of (or to remove) any aircraft, bag, luggage, receptacle, clothing, promotional material, exhibit, stand, equipment, personal property, effects or other item from the venue.

## 15. LIABILITIES, RELEASES AND INDEMNITIES

To the extent permitted by law: -

(a) Unless otherwise provided herein, Displayers, their contractors and their respective Personnel participate in the Airshow and in the Exposition at their own risk;

(b) No liability will be accepted by the Producer, its Related Bodies Corporate or their respective Personnel for loss or damage to any exhibit, equipment or other property of Displayers, their contractors or their respective Personnel at any time;

(c) No liability will be incurred or accepted by the Producer or its Personnel to the Displayer, its contractors or their respective Personnel (and the Producer and its Personnel will be released, discharged and indemnified by the Displayer from and against all liability by the Producer or its Personnel to the Displayer, its contractors and their respective Personnel) in respect of direct or indirect damage, loss or injury to person or property, howsoever caused, arising from: -

- acts or omissions of any person, corporation or entity other than unlawful or negligent acts or omissions directly and personally committed by the Producer or its Personnel,
- theft, malicious damage, terrorism or other unlawful acts,
- fire, storm, tempest, wind, flood or other weather related occurrence,
- acts or omissions by visitors, patrons, attendees, invitees, Displayers, Displayers' Personnel, Exhibitors, Exhibitors' Personnel, contractors, suppliers, licensees, performers or other Participants involved with, in or at the Airshow or the Exposition; or
- acts or omissions of trespassers upon the venue for the Airshow or Exposition or any part or element thereof;

(d) Except where the damage, loss or injury to property or person is:-

- directly caused by unlawful or negligent act or omission directly and personally committed by the Producer (or its Personnel), or
- a direct consequence of a breach by the Producer of these General Conditions of Display, the Displayer will indemnify, release and hold harmless the Producer (and its Personnel) against and from all claims for direct or indirect damage, loss or injury to property (including the Displayer's own and that of third parties) or persons, caused by, arising out of or related to the participation by the Displayer, its contractors or their respective Personnel in or at the Airshow or the Exposition;

(e) No liability will be incurred or accepted by any of the Related Bodies Corporate of the Producer or their respective Personnel to the Displayer, its contractors or their respective Personnel (and each Related Body Corporate of the Producer and the Personnel of each said Related Body Corporate will be released, discharged and indemnified by the Displayer from and against all liability by the Related Body Corporate or its Personnel to the Displayer, its contractors and their respective Personnel) in respect of direct or indirect damage, loss or injury to person or property, howsoever caused, arising from:-

- acts or omissions of any person, corporation or entity other than acts or omissions directly or personally committed by that Related Body Corporate of the Producer or the Personnel of such Related Body Corporate;
- theft, malicious damage, terrorism or other unlawful acts,
- fire, storm, tempest, wind, flood or other weather related occurrence,
- acts or omissions by visitors, patrons, attendees, invitees, Displayers, Displayers' Personnel, Exhibitors, Exhibitors' Personnel, contractors, suppliers, licensees, performers or other Participants involved with, in or at the Airshow or the Exposition;
- acts or omissions of trespassers upon the venue for the Airshow or Exposition or any part or element thereof;

(g) The Displayer will indemnify and hold harmless the Producer, the Producer's Related Bodies Corporate and their respective Personnel against and from all direct or indirect damage, loss or injury to property (including the Displayer's own and that of third parties) or persons (and all claims in relation to such damage, loss or injury) caused by the Producer, its contractors or their respective Personnel or, without limiting the generality of the foregoing, caused by or arising from:-

- breach by the Displayer of any provision of the Display Order or these General Conditions of Display, or
- non-compliance by the Displayer, its contractors or their respective Personnel with the provisions of any Regulations promulgated by the Producer in respect of the Airshow or the provisions of any Exhibition Regulations promulgated by the Organiser of the Exposition in respect of the Exposition, or
- any negligent or wrongful act or omission of the Displayer, its contractors or their respective Personnel.

## 16. DISPLAYER'S INSURANCE

Displayers must obtain or provide insurance protection for all third party risks and ensure that the Producer, its Related Bodies Corporate and their respective Personnel are named as insured's in the insurance policy covering the Displayer's participation in the Airshow and the Exposition. The minimum insurance protection that Displayers are required to obtain or provide in respect of their participation in the Airshow and the Exposition is to be whichever is the higher of:

- the existing third party insurance of the Displayer; or
- an amount not less than Ten million Australian dollars (A\$10,000,000) for any one accident or occurrence.

Displayers presenting aircraft in the aircraft displays at the Airshow must also obtain or provide insurance protection for all third party risks and ensure that the Producer of the Airshow and the Organiser of the Exposition, their respective Related Bodies Corporate and their respective Personnel are named as insureds in the insurance policy covering the Displayer's participation in the Airshow and the Exposition and that the minimum insurance coverage which Displayers will be required to obtain or provide for all third party risks (including passenger insurance) must be whichever is the higher of the following:-

- the total limit of the Displayer's existing aircraft third party (including passengers) insurance, or
- not less than the amount shown hereunder for any one accident:-  
Aircraft up to (and including) 1/2 tonne - Five million dollars (A\$5,000,000)  
Aircraft more than 1/2 tonne but less than 3 tonnes - Ten million dollars (A\$10,000,000)  
Aircraft 3 tonnes & over - Thirty million dollars (A\$30,000,000)

It is recommended that Displayers insure their displays or other equipment against loss or damage, including risk of theft, fire, storm, flood and tempest.

## 17. WITHDRAWAL BY DISPLAYERS

In the event of a Displayer's withdrawal from the Airshow, all payments made by the withdrawing Displayer shall be forfeited and, although the Producer may endeavour to rebook any Aircraft Static Display Space, Display Gazebo or other facility ordered by the withdrawing Displayer, any such re-booking will not entitle the withdrawing Displayer to a refund of payment made, or a release from, any sums for which the withdrawing Displayer has become liable.

## 18. CANCELLATION

In the event of cancellation of the Airshow or the Exposition or any part thereof for any reason whatsoever, neither the Producer nor its Related Bodies Corporate shall be under any liability whatsoever for any expenditure, loss or liability incurred by Displayers and the Producer shall be entitled to retain all sums paid by Displayers and shall be entitled to recover from Displayers all sums remaining unpaid by Displayers to the Producer.

## 19. POSTPONEMENT

In the event of postponement of the Airshow or the Exposition for any reason whatsoever, neither the Producer nor any of its Related Bodies Corporate shall be under any liability whatsoever in respect of any expenditure, loss or liability incurred by Displayers and the Producer shall be entitled to retain all sums paid by Displayers and shall be entitled to recover from Displayers all sums remaining unpaid by Displayers to the Producer.

## 20. SEVERANCE

If any provision contained in these General Conditions of Display shall be judged by a Court of competent jurisdiction to be either void or unenforceable, that provision shall be severed from these General Conditions of Display to the extent to which it is void or unenforceable and the validity or enforceability of the remaining provisions shall not thereby be affected and the remaining provisions of such General Conditions of Display shall continue in full force and effect.

## 21. APPLICABLE LAW

The interpretation, construction, performance and adjudication of all legal relationships between the Displayer and the Producer shall be subject in all respects to the laws applicable in the State of Victoria, Australia. All Displayers submit themselves irrevocably to the exclusive jurisdiction of the Courts of Victoria and the Courts of the Commonwealth of Australia having jurisdiction in that State.

## 22. INTERPRETATION

In these General Conditions of Display:

- words importing the singular number shall include the plural number and vice versa;
- words importing any gender shall include each other gender and the neuter;
- where any Displayer consists of more than one person or corporation or entity or any combination of the preceding the liability of such persons or corporations or entities or combination thereof shall be joint and several;
- the terms "Related Body Corporate" and "Related Bodies Corporate" have the meaning provided in section 50 of the Corporations Act 2001 (Cth) and, in connection with the Producer, shall include Aerospace Maritime and Defence Foundation of Australia Limited (ABN 97 003 774 838), Aerospace Australia Limited (ABN 63 091 147 787) and Maritime Australia Limited (ABN 31 091 148 837);
- the term "Participant" shall mean those persons, corporations and entities who participate in, exhibit at or are involved in the Exposition or the Airshow other than the Producer;
- the term "Personnel" shall mean: -
  - in reference to the Producer - the members, directors, officials, officers, staff, employees, consultants and volunteers of the Producer; and
  - in reference to the Related Bodies Corporate of the Producer - the members, directors, officials, officers, staff, employees, consultants and volunteers of the Related Body Corporate.
- in reference to Participants (other than the Producer or its Related Bodies Corporate) - the Participant's members, directors, officers, officials, servants, employees, volunteers and agents and any person who participates in, or performs work or carries out duties associated with, the Airshow or the Exposition for, in respect of or in connection with the Participant.