

# Questacon Travelling Exhibitions Agreement



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**File Ref:**

**EXHIBITION CONTRACT**

**Contract  
No:**

(Short Term Hire – Self-  
Installation)

**Date:**

**Exhibition Title** \_\_\_\_\_

The borrowing institution (the 'Exhibitor') requests to borrow from the **COMMONWEALTH OF AUSTRALIA** (the 'Commonwealth') represented by and acting through the National Science and Technology Centre (the 'NSTC') of the Department of Communications, Information Technology and the Arts and agrees to show the Exhibition at the following Venue:

for the **Fee** of \$\_\_\_\_\_

plus freight charges as described below, for the Exhibition Period:

Arrival Date: \_\_\_\_\_ Exhibition Period: \_\_\_\_\_ Departure Date: \_\_\_\_\_

π No Additional π Additional π No π Additional Insurance

Freight  
Charge

Freight Charge  
of \_\_\_\_\_

Additional  
Insurance  
Charge

Charge of \_\_\_\_\_

The Exhibitor agrees to accept this loan subject to the attached 'GENERAL CONDITIONS FOR USE OF NSTC EXHIBITIONS' which form part of the Contract.

**RESERVATION & BOOKING DEADLINE:** NSTC will hold a booking reservation for fourteen (14) days. If the signed Contract is not returned within that period, NSTC may cancel the reservation.

Prepayment (due on return of signed Contract): \$\_\_\_\_\_

_____	_____	_____
<i>Freight to:</i>	_____	<i>Invoice to:</i>
_____	_____	_____
Name of Venue	_____	Name of Exhibitor
_____	_____	_____
Contact officer	_____	Contact officer
_____	_____	_____
Street address	_____	Street address
_____	_____	_____
City, State/Territory, Postcode	_____	City, State/Territory, Postcode
_____	_____	_____
Telephone	_____	Telephone
Facsimile	_____	Facsimile

**IMPORTANT:**

The Contract, when signed by both parties, constitutes a binding contract between the Exhibitor and the NSTC. No changes in the terms of the Contract may be made without express written agreement of both parties.

I affirm that I have full authority to sign on behalf of the Exhibitor, that the terms of the Contract are understood, and that all terms and conditions will be met.

*For and on behalf of the Exhibitor:*

Signature of Authorised Representative	Witness Signature	Date

Name & Title	Name

*For and on behalf of the Commonwealth of Australia:*

Signature of Authorised Representative	Witness Signature	Date

Name & Title	Name

## **GENERAL CONDITIONS FOR USE OF NSTC EXHIBITIONS**

### **1. Definitions**

In the Contract, unless the contrary intention appears:

- 1.1 'Exhibition' means the items referred to in the Schedule to the Contract and any other items provided by the NSTC.
- 1.2 'Exhibition Period' means the period described on the cover sheet of the Contract.
- 1.3 'Exhibitor' means the party described as the Exhibitor on the cover sheet of the Contract.
- 1.4 'Venue' means the venue(s) described in the cover sheet of the Contract.

### **NSTC's obligations**

- 2.1 The NSTC agrees to provide the Exhibition to the Exhibitor.
- 2.2 The NSTC will:
  - (a) transport the Exhibition to and from the Venue and be responsible for the Exhibition while it is in transit;
  - (b) use reasonable endeavours to ensure that each component of the Exhibition is in full operational order and at a standard suitable for public exhibition at the time the Exhibition is despatched from the NSTC;
  - (c) unless otherwise agreed with the Exhibitor, insure the Exhibition while in transit and at the Venue, and pass this pro rata cost onto the venue;
  - (d) provide a list of all items comprising the Exhibition; and
  - (e) provide copies of any logos, press, publicity or educational material available in connection with the Exhibition.

### **Exhibitor's obligations**

- 3.1 The Exhibitor agrees to hold and display the Exhibition at the Venues for the Exhibition Period, subject to the terms of the Contract.
- 3.2 The Exhibitor agrees that, except where required by an applicable law, no condition or warranty is given and no representation whatsoever is made by the NSTC including about the quality, fitness, and suitability for purpose or otherwise of the Exhibition.

3.3 The Exhibitor must hold the Exhibition at the Venue only and manage the Exhibition with skill, care and diligence to a professional standard and in accordance with the Contract.

3.4 The Exhibitor is responsible for the Exhibition while it is at the Venue and must:

- (a) unload, unpack, install, dismantle, repackage and reload the Exhibition at the Venue;
- (b) advise the NSTC immediately of any change in the condition of any components of the Exhibition, including any loss or damage suffered to the Exhibition;
- (c) subject to clauses 3.4(j) and 3.5, not undertake any work on or modify any component of the Exhibition without the prior written consent of the NSTC;
- (d) not permit the use of any part of the Exhibition or Exhibition material for commercial purposes without the prior written consent of the NSTC;
- (e) not permit photography of the Exhibition or any related material without the prior written consent of the NSTC;
- (f) allow access for the NSTC and its agents to the Venue and the Exhibition at all reasonable times;
- (g) provide secure and adequate space to store packing cases used to transport the Exhibition, either at the Venue/s or at an off-site store agreed by the NSTC;
- (h) maintain the Exhibition while it is at the Venue and keep accurate records of all maintenance;
- (i) provide 24-hour physical and/or electronic security of the Exhibition while it is at the Venue;
- (j) maintain adequate insurance to cover its workers' compensation liabilities, third party liabilities, and occupier's liability;
- (k) ensure that any educational, promotional or advertising material published by the Exhibitor in relation to the Exhibition includes a statement acknowledging the contribution of the NSTC (see Item 2 of the Schedule), and expressly excluding any liability of the NSTC in respect of the Exhibition or the publications;

- (l) ensure that it does not do, and does not permit any visitors to the Exhibition to do, anything which may breach or in any way detrimentally affect the NSTC's intellectual property rights in the Exhibition; and
- (m) within 30 days of the close of the Exhibition, provide to the NSTC an evaluation report including the total number of adult and child visitors to the Exhibition.

3.5 In the event of emergency situations, the Exhibitor may take any action that it considers is necessary to ensure the safety of the Exhibition or any component of the Exhibition, and is hereby given the authority to act on behalf of the NSTC and may remove components of the Exhibition to a place of safekeeping. The NSTC must be informed at the earliest opportunity by telephone of any emergency situation.

3.6 If the Exhibitor fails to comply with its obligations under clause 3.4(a), the NSTC will arrange for these services to be provided by a third party and the Exhibitor is liable to meet the third party's costs of performing those obligations.

3.7 The Exhibitor may not subcontract any of its obligations under the Contract without the prior written consent of the NSTC.

#### **Fees and payment**

4.1 Subject to any requirement for the Exhibitor to make a prepayment, the Exhibitor must pay the Fee within 14 days of receipt of an invoice from the NSTC. Failure to pay within such time entitles the NSTC to terminate the Contract with immediate effect.

4.2 Other than as expressly provided for in the Contract, each party must pay its own costs of performing its obligations under the Contract.

#### **5. Ownership and possession**

5.1 The Exhibition is the property of the NSTC and all rights to the Exhibition, including intellectual property rights, are owned by the NSTC.

5.2 The Exhibitor must not convey, duplicate, transfer, assign, mortgage, pledge, lend or part with possession of the Exhibition or any component of the Exhibition.

## **6. Warranty and indemnity**

6.1 The Exhibitor warrants that it has the capacity to enter into the Contract.

6.2 The Exhibitor must at all times indemnify the NSTC, its officers, employees and agents ('those indemnified') from and against all loss, costs, expenses and liability (including legal costs and expenses on a solicitor and own client basis) or liability whatsoever incurred or suffered by any of those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss, cost, expense or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Exhibitor or its officers, employees, agents or subcontractors in carrying out the Exhibition or in connection with the Contract.

6.3 Clause 6.2 survives expiry or termination of the Contract.

## **7. Cancellation**

7.1 **Cancellation by the Exhibitor:** The Exhibitor must notify NSTC in writing of any need to cancel the Contract. The Fee for each Exhibition represents all direct and indirect expenses of production and maintenance of the Exhibition. Therefore the NSTC reserves the right to charge the Exhibitor the full Fee and any expenses arising out of and relating to a cancellation.

7.2 **Cancellation by NSTC:** NSTC reserves the right to cancel the Contract at any time if the Exhibitor fails to meet the terms of the Contract. If the NSTC needs to cancel the Contract for any other reason, then subject to the Contract, NSTC will refund the Fee to the Exhibitor but will not be responsible for any damages or other costs arising from a cancellation.

7.3 In the event of a cancellation of the Contract under this clause 7, the Exhibitor's obligations under the Contract continue to apply until they are properly completed.

## **8. Assignment**

8.1 The Contract cannot be assigned without the consent of the other party.

## **9. Jurisdiction**

9.1 The Contract will be construed in accordance with the laws in the Australian Capital Territory.

## **10. Compliance with law**

10.1 The Exhibitor must comply with applicable laws and regulatory requirements.

## **11. Waiver**

11.1 A waiver by a party of a breach of a provision of the Contract by the other party is not a waiver of any other breach.

## **SCHEDULE**

1. DESCRIPTION OF EXHIBITION

2. FORM OF NSTC ACKNOWLEDGMENT

'Another Exciting Exhibition from Questacon – The National Science and Technology Centre'