



Terms and Conditions

1) Acceptance of Agreement

The Organiser accepts your offer to exhibit at, or sponsor part of the Conference upon:

- a) completion of the online booking form; and
- b) the Organiser receiving the Fees payable by you under this Agreement.

*All applications are subject to approval by the Organising Committee on behalf of APC.

2) Fees

To confirm your sponsorship package and/or exhibition space, 50% part payment is required within 14 days of receipt of your application and tax invoice. Your booking will only be fully processed and secured upon receipt of this deposit at the Conference Organiser's Office. The balance of payment is required by **2 June 2018**.

Any booking made after **2 June 2018** will require full payment upon booking or within 14 days of receipt of your tax invoice.

You must pay the Organiser the Fees upon accepting this Agreement on receipt of an invoice.

3) Entitlements

In consideration of payment of the Fees, the Organiser must provide you with the entitlements set out in the published prospectus or in the accompanying correspondence.

4) Liability and Insurance

Subject to clause 5, you and your servant's agents and contractors occupy and use the exhibition space allotted under this Agreement and enter the Venue and act under or pursuant to this Agreement at your own risk.

You hereby indemnify and release the Organisers and Venue Managers against all actions, suits, costs, claims and demands brought against the Organisers or Venue Managers by any person, firm or corporation for any damage or loss caused directly or indirectly to or suffered by any person, firm or corporation as a result of your act or default or resulting directly or indirectly from your attendance at the Venue including travel to and from such venues.

Without limiting the foregoing the Organisers or Venue Managers shall not in any circumstances be liable for any loss damage or injury which may occur to you or a third party, or for any damage your property including damage to exhibits, plant, equipment, fixtures, fittings or other property whatsoever or for any loss of profits which they may suffer howsoever caused.

You must maintain adequate insurance to cover the cost of any loss you suffer in relation to your equipment, exhibits or display material or other property used in connection with your attendance at the Event.

5) Implied Warranties

In the event any statute implies any term condition or warranty into this Agreement which cannot be lawfully excluded, such terms will apply to this Agreement, save that the liability of the Organiser for breach of any such implied term will be limited, at the option of the Organiser, to any one or more of the following:

- the replacement of goods or re-supply of services to which the breach relates or the supply of equivalent goods or services;
- the repair of such goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods or equivalent services; or
- the payment of the cost of having the goods repaired.

6) Consequential Damage

The Organisers and Venue Managers will not be liable for any indirect or consequential loss suffered in



connection with this Agreement.

7) Security

You must comply with all instructions relating to the security of the Venue issued by the Venue Managers. The Organisers and Venue Managers take no responsibility for any damage to or for the loss or destruction of an exhibit from fire or theft or accidents or injury resulting from such causes. If the Organiser provides you with written approval, you may engage your own security staff at your own cost.

8) Additional Conditions and Regulations

You must observe the conditions, rules, regulations and procedures of the Organisers and the Venue Managers in relation to the Event and the Venue, which are available for inspection on request.

9) Variations

The Organiser, in its complete discretion, may vary the exhibition space/floor plan or stand space allocation and you must accept such re-allocation without any claim for a reduction in charges or otherwise.

10) Unavoidable Occurrences

If the Event is cancelled or delayed through no fault of the Organisers or Venue Managers including but not limited to fire, flood, labour disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slow downs or disputes, or other similar events, you will not be entitled to any refund or to claim for any loss or damage.

11) Assignments and Subletting

You must not assign sublet or share the whole or any part of the space allotted without the knowledge and consent of the Organiser.

12) Hours

The Organiser shall determine the hours during which the Event shall be conducted and the times you will be able to access the Venue.

13) Cancellation Policy

All cancellations must be received in writing to the Conference Organiser's Office. If you cancel a sponsorship package or exhibition space/s, unless that particular area of support or exhibition space is resold, the Conference Organiser reserves the right to retain monies received. Any exhibition space or sponsorship package cancelled after **2 June 2018** will incur 100% forfeit. If the balance of payment is not received by the due date, the allocated support or exhibition space will be cancelled.

14) Definitions

Agreement means these terms and conditions together with the Sponsorship and Exhibition Prospectus.

Event means APC2018.

Fees means the fee payable by you to APC2018 as set out in the published prospectus or in subsequent correspondence.

Organisers means **WALDRONSMITH Management** (ABN 94 006 093 849) of 119 Buckhurst Street, South Melbourne, Victoria 3205.

Organising Committee means the APC2018 Organising Committee.

You includes your agents, and contractors.

Venue means the premises of the Venue Owner at which the Event is being held.

Venue Managers means each of the Organiser, Equipment Suppliers, Organising Committee and Venue Owner.

Venue Owner means management body of the SMC Conference and Function Centre