



# AusMac2024

29 - 31 October Gold Coast Queensland

## TERMS AND CONDITIONS OF CONTRACT

### Disclaimer

All information is correct at time of publication. The Australian Macadamia Society (AMS) reserves the right to amend these packages subject to changes in the program format. Upon completion of the Sponsorship/Exhibition

Booking Link, acceptance of the booking by the Organiser and payment of the invoice by the Sponsor/Exhibitor, sponsors/exhibitors are entering into a legal agreement.

### The Contract

1. The term "Organiser" refers to the Australian Macadamia Society (AMS).
2. The term "Exhibitor" and "Sponsor" includes any person, firm, company or corporation and its employees and agents identified in the Booking Link or other written request for exhibition space or a sponsorship package.
3. A "contract" is formed between the Organiser and Exhibitor/Sponsor when the Organiser accepts the completed Booking Form and receives full payment. The Organiser will then issue a confirmation email to the Exhibitor/Sponsor.
4. The Organiser may cancel the contract at their discretion if the agreed deposit is not received within 7 days of receiving the invoice. Additionally, the Organiser reserves the right to cancel the contract by returning the deposit within 28 days of receipt.

### The Application

5. An official Sponsorship/Exhibition Booking Link must be received to reserve space/sponsorship. Supporting documentation (e.g. Certificate of Currency, logo, editorial etc) will be requested once the application has been accepted and payment has been made.
6. The Organiser reserves the right to refuse application or prohibit any Exhibitor/Sponsor from participation without assigning a reason for such refusal or prohibition.

### Obligations and Rights of the Organiser

7. The decision of the Organiser is final and decisive on any question not covered in this contract.
8. The Organiser agrees to hold the conference & exhibition however, reserves the right to postpone the conference & exhibition from the set dates and to hold the conference & exhibition on other dates as near to the original dates as possible, utilising the right only when circumstances necessitate such action and without any liability to the Organiser.
9. The Organiser agrees to promote the conference & exhibition to maximise participation.
10. The Organiser agrees to allocate the Exhibitor/Sponsor an exhibition space (if applicable), where the priority of booth positioning within the exhibition will be offered to premium package sponsors first and then prioritised by taking into account each organisation's level of sponsorship, the date of application receipt, preferences, proximity to competitors and other relevant matters.
11. The Organiser reserves the right in unforeseen circumstances to amend or alter the exact site of the location of the stand, or alter the size of the stand, and the Exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the Organiser.
12. The Organiser reserves the right to change the exhibition floor layout if necessary.
13. The Organiser is responsible for the control of the conference & exhibition area.
14. The Organiser may shorten or lengthen the duration of the exhibition and alter the hours during which the exhibition is open.



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15. The Organiser agrees to provide the Exhibitor/Sponsor with an Exhibition/ Sponsor Manual prior to the conference & exhibition for the purpose of communicating required actions (and due dates for material and artwork) on the part of the Exhibitor/Sponsor.
16. The Organiser has the right to take action based on verbal or written directions including those contained in the Exhibition/Sponsor Manual. This is to ensure that all laws in connection with the conference & exhibition are complied with, to prevent damage to person or property and to maximise the commercial success of the conference & exhibition.
17. The Organiser may refuse without limitation to permit activity within the conference & exhibition or may require cessation of particular activities at their discretion.
18. The Organiser reserves the right to specify heights of walls and coverings for display areas.
19. The Organiser reserves the right to disapprove the content and presentation of the Exhibitor/Sponsor catalogues, acknowledgements, handbills and printed matter with respect to the exhibition.
20. The Organiser may determine the hours during which the Exhibitor/Sponsor will have access to the conference & exhibition venue for the purpose of setting up and dismantling.
21. The Organiser reserves the right to refuse any person including exhibitor/sponsor staff, representatives, visitors, contractors and/or agents' entry to the exhibition if they do not hold a purchased or complimentary entry ticket.
22. The Organiser will specify conditions relating to the movement of goods and displays, prior, during and after the conference & exhibition.
23. The Organiser will specify any regulations with regard to sound levels including microphones, sound amplification, machine demonstrations and videos. The exhibitor/sponsor agrees to abide by these.
24. The Organiser will liaise with the venue regarding security onsite during the period of the conference & exhibition but will accept no liability for loss or damage.
25. The Organiser will arrange for daily cleaning of aisles outside the conference & exhibition open hours.

## **Obligations and Rights of the Exhibitor/Sponsor**

26. The Exhibitor/Sponsor must ensure that all accounts are finalised and paid no later than Friday 30 August 2024.
27. The Exhibitor/Sponsor must use allocated space only for the display and promotion of goods and/or services within the scope of the conference & exhibition.
28. The Exhibitor/Sponsor must make every effort to maximise promotion and commercial benefits of participating in the conference & exhibition.
29. The Exhibitor/Sponsor must comply with all directions/requests issued by the Organiser including those outlined in the Exhibition/Sponsor Manual.
30. The Exhibitor/Sponsor must comply with all applicable laws, including laws in relation to occupational health & safety. The Exhibitor/Sponsor will therefore act with care to avoid damage to persons or property in the conference & exhibition.
31. The Exhibitor/Sponsor must ensure the cleanliness and tidiness of their allocated space. Upon the conclusion of the conference/exhibition the Exhibitor/Sponsor will promptly remove all exhibits, tools and other materials. If the Exhibitor/Sponsor fails or refuses to do so, the Organiser will make arrangements for this to be done by an external party at a cost to be paid by the Exhibitor/Sponsor.
32. The Exhibitor /Sponsor will not display an exhibit in such a manner as to obstruct or affect neighbouring exhibitors/sponsors. This includes blocking or projecting light, impeding or projecting into aisles or neighbouring exhibition spaces.



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33. The Exhibitor/Sponsor will submit plans and visuals of custom designed exhibits to the Organiser for approval prior to the commencement of the conference & exhibition. Exhibitors/Sponsors failing to do so may be denied access to the conference & exhibition to build or may be requested to cease building. A valid Insurance Certificate of Currency for independent exhibition contractors will also be submitted prior to the Organiser granting this company access to the exhibition area.
34. The Exhibitor/Sponsor is responsible for all items within their allocated exhibition/sponsored space.
35. The Exhibitor/Sponsor agrees to adhere to all fire regulations and will refrain from using flammable or dangerous materials within the conference & exhibition. Written approval must be sought from the Organiser if flammable or dangerous materials are required for the success of the exhibit.
36. The Exhibitor/Sponsor will not use nails, screws or other fixtures on any part of the premises including walls and floor unless authorised by the Organiser. In any case all permanent damage will result in the Exhibitor/Sponsor being invoiced for all repairs.
37. The Exhibitor/Sponsor agrees that the Organiser will not be liable for any goods rejected by the venue, lost or damaged prior to the delivery date specified or on return.
38. The Exhibitor/Sponsor agrees to abide by requests made by the Organiser to stop any activity that may cause annoyance to others in the conference & exhibition.
39. The Exhibitor/Sponsor agrees to conduct all business transactions within their allocated exhibition/sponsor space unless otherwise approved by the Organiser.
40. Exhibitors/Sponsors agree not to advertise or hold during the conference an event in competition with any part of the Australian Macadamia Industry Conference 'AusMac2024'.
41. Where the Exhibitor/Sponsor wishes to showcase two or more businesses that operate under the Exhibitor's/Sponsor's organisational banner, The Exhibitor/Sponsor must purchase a booth for each of the businesses showcased.

## **Storage of goods**

42. Unless otherwise communicated storage will not be provided onsite at the conference & exhibition. Under no circumstance are goods permitted to be stored in public access areas.

## **Stand Services and Construction**

43. Official contractors will be appointed by the Organiser to undertake stand construction and freight forwarding plus supply furniture, electrics, telecoms and IT equipment. This is for insurance and security reasons. All non-official contractors wishing to enter the exhibition are required to produce current Certificates of Currency for Insurance, Public Liability and OH&S. Access will be denied without such documentation.

## **Insurance and Liability**

44. All Exhibitors/Sponsors must have Public Liability Insurance for the period of the conference & exhibition and must be able to produce this documentation immediately at the request of the Organiser.
45. Exhibitors/Sponsors must insure, indemnify and hold the Organiser harmless in respect of all damages, injuries, costs, claims, demands, expenses and interest for which the Organiser may become liable.
46. Whilst the Organiser will endeavour to protect exhibition property whilst on display at the conference & exhibition, it must be clearly understood that the venue, the Organising Committee



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and the Organiser cannot accept liability for any loss or damage to property sustained or occasioned from any cause whatsoever.

47. The Organiser shall not be liable for any loss, which Exhibitor/Sponsor may incur as a result of the intervention of any Authority, which prevents the use of the premises or any part thereof in any manner whatsoever.

48. The Organiser will not be liable and makes no guarantee of the number of visitors to the conference & exhibition. Equally the Organiser will not be accountable for the level of commercial activity generated.

## **Payment & Cancellation**

49. The Exhibitor/Sponsor has 7 days in which to make their payment. After this time the space/sponsorship will be available for sale to another company. NO exhibitor/sponsor shall occupy allocated exhibition space until all monies owing to the Organiser by the Exhibitor/Sponsor are paid in full.

50. In the event that the Exhibitor/Sponsor fails to occupy their allocated exhibition space by the advertised opening time, the Organiser is authorised to occupy this space in any manner deemed to be in the best interest of the conference & exhibition. The Exhibitor/Sponsor contracted to this space will remain liable to all Terms and Conditions of Contract and will not be eligible for a refund.

51. In exceptional circumstances, the Organiser will be prepared to consider a cancellation of their Contract with an Exhibitor/Sponsor. If the Exhibitor/Sponsor wishes to cancel their participation, a request must be submitted to the Organiser in writing. Exhibitor/sponsor cancellations and refunds will be administered as follows:

a. If notice of cancellation is received 2 months before the first day of the conference, the Exhibitor/Sponsor will be entitled to a 50% refund on funds due at the time of cancellation.

b. If notice of cancellation is received less than 2 months before the first day of the conference, the Exhibitor/Sponsor will not be entitled to a refund.

52. If notice of cancellation is received prior to full payment being made, the Exhibitor/Sponsor will be invoiced for and agrees to pay 25% of the total funds owing at that time.

53. Booth availability may be limited or restricted, and allocations and available quantities will be advised upon processing your application.