

# TERMS & CONDITIONS

## Definitions

### General

1. The term **'the Conference'** means the 2024 National Conference of the Institute of Quarrying Australia (ABN 69 893 345 889).
2. The term **'Conference Organiser'** means the Institute of Quarrying Australia.
3. The term **'Conference Coordinator'** means the staff member appointed by the IQA to manage the day to day running of the Conference.
4. The term **'Conference Organising Committee'** means the appointed group of industry representatives who make decisions and steer the direction of the conference.
5. The term **'Exhibitor'** includes any person, firm, company or corporation and its employees and agents identified on the application form or other written request for exhibition space.
6. The term **'Sponsor'** includes any person, firm, company or corporation and its employees and agents identified on the application form or other written request for sponsorship.
7. A **'Contract'** is formed between the Conference Organiser and Exhibitor and/or Sponsor when the Conference Organiser accepts the signed application form and receives full payment of the amount owed.
8. The term **'Exhibition Company'** refers to the company contracted by the Conference Organiser to supply exhibition related services to the Conference including but not limited to booth structures, signage, furniture, and lighting.
9. The term **'Hybrid'** refers to the Conference program being delivered via both face to face and via virtual methods.
10. The term **'Virtual'** refers to the Conference program being delivered fully online with no face-to-face component.
11. All Sponsors and Exhibitors, including organisations that apply to Sponsor or exhibit at the conference, must be aware of, and agree with, the Sponsorship and Exhibition Terms and Conditions.

### Prices

12. The Australian Goods and Services tax (GST) at 10% is applicable to all goods and services offered by the Conference. All prices of sponsorship and exhibition packages listed include GST.

### 13. Registration

#### Payment of registration

The payment of the registration fee is by credit card or Electronic Funds Transfer at the time of registration.

A registration is considered complete when full payment is received by the Conference Organiser.

The Australian Goods and Services tax (GST) at 10% is applicable to all goods and services offered by the Conference. All registration fees listed include GST.

If payment of registration fees is not received by **1 October 2024**, the Conference Organiser has the right to cancel the registration.

#### 14. Eligibility for discounted registrations

**Early bird:** To qualify for early bird registration, registration fees must be received by **31 July 2024**. Registration fees are based on the date of payment receipt, not the date of receipt of the registration form.

15. **IQA Member:** This registration category applies to current members of the Institute of Quarrying Australia (IQA) at the time of registration and for the duration of the Conference. If a membership application is in progress the discount does not apply. Full membership must be in place before the discounted registration rate applies. A current IQA membership number will be required when registering to be eligible for this discounted rate.

16. **Speaker:** This registration category applies to presenters and co-presenters, session chairs, panellists or co-panellists, panel moderators and/or session discussants. Speakers must be confirmed Speakers and must have received written confirmation of their invitation to speak at the Conference, chair a session or moderate a panel.

17. **Student:** This registration category applies to full-time domestic or international students. Students must provide proof of their status as a student at the time of registration to be eligible for the student rate. Evidence may include student identification, a letter from their University / RTO or other evidence deemed appropriate by the Conference Organiser.

#### 18. Purchasing additional social event tickets

Due to limited numbers, preference will be given to Delegates purchasing a full Conference registration over those wishing to purchase day registration or additional tickets to social events only. This will be at the sole discretion of the Conference Organiser.

#### 19. Late registration

The Conference Organiser cannot guarantee the availability of social function/s ticket/s such as the Welcome Reception, Conference Dinner or Gala Dinner to Delegates with late registrations (within six weeks of the Conference commencement date) as there is a risk that social program functions may be fully subscribed. If a social event is at capacity, ticket(s) to the social event will be forfeited.

#### 20. Transfer of registration

All fully paid registrations are transferable to other persons from the same organisation.

Transfers can be made by the Registrant in writing to the Conference Organiser [iga-events@quarry.com.au](mailto:iga-events@quarry.com.au). Details must include the full name of the replacement person, their title, contact phone number and email address. All other registration details will be carried over to the new person unless otherwise specified. Transfer of registration to another person will include the benefits of the original ticket.

Should the new Delegate not require an item previously booked by the original Delegate, the cancellation and refund policy for the item cancelled will apply.

Transfers of registrations notified after **1 October 2024** or at the time of registration at the Conference will incur a \$25.00 name badge re-printing fee.

#### 21. Non-attendance/no-shows

No refund will be made for non-attendance at the Conference, site visits or social events.

#### 22. Dietary requirements

The Conference Organiser will make every effort to accommodate dietary requirements. To ensure requirements can be met, any dietary requirements must be communicated via the online booking process at the time of booking. If dietary requirements are not notified accurately via the booking form, the Conference Organiser cannot guarantee that all needs can be met.

#### 23. Cancellation of the registration by the Delegate

All cancellations must be made in writing to the Conference Organiser at [iga-events@quarry.com.au](mailto:iga-events@quarry.com.au)

24. **Full Conference or day Delegate cancellations:** Cancellations received no less than 30 days prior to the Conference will incur a \$165.00 administration fee. This fee also covers cancellation of any other non-inclusive social event tickets that are cancelled at this time.

25. **Part cancellation:** cancellations of a component of the registration package (e.g. additional ticket to a social event), will be refunded the ticket price less an administration fee of \$25.00, if requested in writing no less than 30 days prior to the Conference.

26. **Final date to claim a refund:** Refund claims for cancellations or changes to registrations must be emailed to [iga-events@quarry.com.au](mailto:iga-events@quarry.com.au) no less than 30 days prior to the Conference. No refunds (in part or in full) will be accepted after this date, however a registration may be transferred to another person from the same organisation.

27. **Processing time for refunds:** Refunds (less applicable administrative fees) will be processed no later than 30 days after the Conference concludes.

### **Sponsorship and Exhibition Bookings**

28. An application form is required to allocate and secure sponsorship and exhibition booth(s).
29. Applications will be reviewed by the Conference Organising Committee, and official confirmation of the sponsorship or exhibition will be emailed when the application has been approved.
30. Space will be allocated in order of the application being received. If the preferred location is not available, a booth allocation will be made as close to the first preference as possible.
31. Selected booths in prime locations are reserved for Platinum Sponsors (refer to floor plan).
32. Platinum Sponsors are required to choose options within two weeks of receiving the proposal or all options will be open to other Sponsors/Exhibitors.
33. Acceptance of sponsorship and exhibition applications is at the discretion of the Conference Organising Committee. The acceptance of a sponsorship/exhibition application is not to be considered as an endorsement of products or services that may be displayed.

### **Payment**

34. Once the application has been approved, the Conference Organiser will confirm entitlements in writing and forward a confirmation, together with a tax invoice for payment of the deposit.
35. Full payment of Invoice is due within 14 days from the receipt of invoice. If payment is not received by the required date, the space or package may be made available for sale to another organisation.
36. No Sponsor or Exhibitor will occupy the allocated exhibition space until all monies owing to the Conference Organiser are paid in full.
37. All amounts are payable in Australian dollars. Payment can be made by electronic funds transfer or credit card. All credit card payments will incur a 1.5% surcharge.
38. The Conference Organiser agrees to promote the exhibition to maximise participation.

### **Cancellation (by the Sponsor)**

39. In the event of a cancellation by the Sponsor/Exhibitor, the Sponsor/Exhibitor must submit the request in writing to the Conference Organiser.
40. A fee of 50% of total fees applies to cancellations received prior to 15 July 2024. No refunds will be made for cancellations after this date.
41. After applications have been approved by the Conference Organising Committee and confirmed in writing, a reduction of the sponsorship package to a lower tier or to the size of the exhibition space is considered a cancellation.

### **Cancellation (by the Conference Organiser)**

42. In the event of cancellation or postponement of the Conference due to circumstances beyond the reasonable control of the Conference Organiser, including but not limited to acts of terrorism, war, acts of God, natural disaster or global health crises, the Conference Organiser cannot be held liable for any cost, damage or expenses incurred by Sponsors/Exhibitors as a result of the Conference's postponement or cancellation.
43. In the event of cancellation of the Conference by the Conference Organiser, the maximum liability of the Conference Organiser is limited to a refund of the exhibition or sponsorship fee with no additional liability for travel costs, hotel costs, or any other costs or expenses whatsoever.
44. In the event of postponement of the Conference, if the Sponsor/Exhibitor is willing to commit to exhibiting/sponsoring at the rescheduled event, the Conference Organiser will provide the same exhibition/sponsorship items and entitlements at the rescheduled event.

### **Insurance**

45. The purchasing of a sponsorship or exhibition package does not include insurance. It is strongly recommended that Sponsors/Exhibitors take out insurance at the time of booking to include any eventuality, including but not limited to loss of fees through cancellation of the organisation's participation in the Conference or through cancellation of the Conference, loss of airfares through cancellation for any reason including airline or related services, strikes, loss or damages to personal property, force majeure, or any other reason.

### **Liability**

46. Sponsors and Exhibitors attend the Conference at their own risk.
47. Sponsors and Exhibitors agree not to hold the Conference Organiser liable for any losses, damages, expenses, costs, claims or liabilities suffered or incurred by registered staff including consequential or indirect losses or loss of profit through registering for the conference, attending the conference, cancellation of the conference, failure of the conference to achieve your expectations, or for any error or omission by the Conference Organiser.
48. Sponsors/Exhibitors agree not to hold the Conference Organiser liable or responsible for any personal injury (i.e. physical, psychological or emotional stress) or any loss or damage to personal property.

### **Additional events and subleasing**

49. Sponsors/Exhibitors are not permitted to assign, sub-let or apportion the whole or any part of their package or booked space unless prior consent in writing from the Conference Organiser is provided.
50. Sponsors and Exhibitors of the Conference must seek approval from the Conference Organiser to host an event or activity that fully or partly overlaps with the official Conference program of sessions, exhibition hours or inclusive social events. Approval to host the event will not be unreasonably withheld.

### **Exhibition**

51. All Sponsors and Exhibitors must submit a copy of their Certificate of Currency for Public Liability Insurance to the value of \$20 million to the Conference Organiser at [iqa-events@quarry.com.au](mailto:iqa-events@quarry.com.au) prior to the Conference start date.
52. The Conference Organiser reserves the right in unforeseen circumstances to amend or alter the exact site of the location of the stand and the Exhibitor undertakes to agree to any alteration to the site or the space reallocated by the Conference Organiser.
53. The Conference Organiser reserves the right to change the exhibition floor layout if necessary.
54. The Conference Organiser may shorten or lengthen the duration of the exhibition and alter the hours during which the exhibition is open.
55. The Conference Organiser agrees to provide the Exhibitor with an Exhibitor Manual before the exhibition for the purpose of communicating required actions on the part of the Exhibitor.
56. The Conference Organiser reserves the right to refuse any person including exhibitor staff, representatives, visitors, contractors and/or agents' entry to the exhibition if they do not hold a Conference name badge.
57. The Conference Organiser will specify conditions relating to the movement of goods and displays before, during and after the exhibition.
58. The Conference Organiser will arrange security onsite during the period of the exhibition but will accept no liability for loss or damage.
59. The Conference Organiser will not be liable and makes no guarantee for the number of visitors to the Exhibition. Equally, the Conference Organiser will not be accountable for the level of commercial activity generated.
60. The Exhibitor must comply with all directions/requests issued by the Conference Organiser including those outlined in the exhibition manual.
61. The Exhibitor will not display an exhibit in such a manner as to obstruct or affect neighbouring Exhibitors. This includes blocking or projecting light, impeding access to, or encroaching into aisles or neighbouring exhibition spaces.
62. The Exhibitor agrees to adhere to all Adelaide Convention Centre (ACC) venue rules and regulations.
63. The Exhibitor acknowledges that the Conference Organiser has a preferred freight forwarder and agrees to comply with all instructions relating to delivery times. If an alternate freight forwarder is engaged, the Exhibitor acknowledges that the Conference Organiser will not be able to aid in tracking lost deliveries. The Exhibitor agrees that the Conference Organiser will not be liable for any goods rejected by the venue, lost or damaged prior to the delivery date specified.
64. Official contractors will be appointed by the Conference Organiser to undertake stand construction and freight forwarding and supply furniture, electrical requirements, and IT equipment. This arrangement is for insurance and security reasons.
65. Discounts for any entitlements not used or required will not be provided.
66. The Exhibitor will submit plans and visuals of custom-designed exhibits to the conference organiser by no later than 5 August 2024. Exhibitors failing to do so may be denied access to the exhibition to build or may be requested to cease building.

### **Branding and advertising**

67. Sponsors/Exhibitors will submit all artwork, branded materials, and videos for advertising, either purchased or forming part of their package entitlements, to the Conference Organiser by the due date set out in the Exhibitor Manual for approval. Failure to do so may result in items being withdrawn.
68. Placement of Sponsor logo on branded items is at the discretion of the Conference Organiser (if applicable)
69. Placement of Sponsor advertisements on the Conference website or app is at the discretion of the Conference Organiser (if applicable).
70. Choice of the Conference lanyard is at the discretion of the Conference Organiser.

### **Sponsor/exhibitor registration**

71. Sponsors and Exhibitors are subject to the Registration Terms and Conditions.
72. The Conference Organiser cannot guarantee the availability of social function/s ticket/s such as Welcome Reception, Conference Dinner and Gala Dinner to late registering Sponsors or Exhibitors.
73. Within six weeks of the Conference there is a risk that social program functions may be fully subscribed. If the sponsorship or exhibition booking is made within this period and social program functions are fully subscribed the Sponsor or Exhibitor will forfeit any social tickets included in their entitlements.
74. Exhibitors are limited to purchasing two (2) additional exhibitor registration passes.

### **Privacy**

75. The Conference Organiser respects privacy and is committed to complying with the Australian Privacy Principles contained in the Privacy Act 1988 and the Privacy Amendment Act 2014.
76. For details regarding the Conference Organiser's specific privacy practices, for example, related to how they collect, store and disclose information on Delegate lists, what personal information is disclosed to Exhibitors, Sponsors and hotels and how they manage video and photography at the Conference, please read the IQA Privacy and Access to Information Policy.
77. To assist with your participation in the Conference, your organisation and contact details may be shared with Exhibitors and Sponsors and be included in participant lists and for information distribution in respect to other related events organised by the Conference Organiser. If you object to your details being shared, please inform the Conference Organiser in writing to: [iqa-events@quarry.com.au](mailto:iqa-events@quarry.com.au)

### **Code of Conduct**

78. We expect participants, including Speakers, Sponsors, Exhibitors and Vendors, to abide by the IQA's [Privacy Policy](#) & [Code of Conduct](#) at all conference activities, whether online or in a physical space, including related social events, online communications such as emails, social media and app communications and participation.