

Terms and conditions

These conditions together with the sponsorship booking form constitute an agreement between you and RACGP which governs all aspects of your sponsorship of an event.

To the extent of any inconsistency, these conditions apply. By submitting a sponsorship application to us through completion of the Sponsorship Booking Form you, as a prospective sponsor and/or exhibitor, acknowledge you have read and agree to be bound by this agreement.

1. Interpretation

- a. "Event" and "Venue" have the meaning evident from the Sponsorship Booking Form.
- b. "RACGP", "us" or "we" means The Royal Australian College of General Practitioners Ltd (ABN 34 000 223 807).
- c. "Sponsorship Booking Form" means the application form for sponsorship of the Event.
- d. "You" or "your" means the person or organisation evident from the Sponsorship Booking Form.
- e. A reference to a party includes its officers, employees, agents and contractors.

2. Acceptance and payment

- a. Acceptance of sponsorship applications is at our discretion (without the need to provide reasons), for which we will provide confirmation. We reserve the right to decline any sponsorship application; however, if we do so we will refund or not process all monies then paid.
- b. We will not confirm any sponsorship application until payment of the Fee (all fees being expressed as GST exclusive amounts). The Fee for sponsorship of an Event is correct at time of publication. The RACGP reserves the right

to change the Fee at any time, but changes will not affect sponsorships which have already been confirmed.

c. The Fee is due the sooner of:

- i. 30 days of our notification of acceptance of your sponsorship application, or
- ii. the date of the event; or
- iii. in the case of sponsorships being booked through a special offer or promotion (such as 'early bird' promotions), the date of expiry of that special offer or promotion.

d. You will be deemed to have cancelled your booking on and from the expiry of this period if we have not then received this balance payment.

3. Allocations

- a. Our acceptance of sponsorship applications grants those benefits detailed in the purchased sponsorship package, including where relevant an allocation of exhibition space.
- b. Exhibition spaces are allocated strictly on a "first-accepted, first-served" basis. Upon accepting your sponsorship application, we will provide written confirmation of your allocated exhibition space(s) when available, as well as a valid tax invoice for the total amount payable.
- c. Our allocation of exhibition spaces is final. You agree to accept your allocated exhibition space.
- d. You must not:
 - i. assign, sublet or share the whole or any part of your allocated exhibition space without our prior written consent;

- ii. erect any sign, display or obstruction beyond your allocated exhibition space, whether or not into an adjoining exhibitor's exhibition space or common area;
 - iii. damage in any way the walls, floors, ceilings or any other surface of the Venue or the exhibition space; or
 - iv. do anything which may vary or render void or voidable any insurance policy maintained by us or the Venue.
- e. The timing and placement of any advertising (whether sponsorship related or otherwise) between us and you not specifically dealt with as part of a sponsorship package are subject to the execution of a separate agreement.

f. We do not guarantee and make no representations about the minimum numbers of attendees or delegates to the Event. We are not responsible or liable for any refund or compensation in any way, if the total number or type of attendees or delegates are below your expectations.

4. Rules

- a. You must comply with any particular conditions, manuals, rules, regulations or usage requirements of the RACGP or the Venue, as amended from time to time, as if the same were set out at length in these conditions. These documents are available from us on request, and we will use reasonable efforts to update you of subsequent amendments.
- b. You must also comply with all verbal and written directions given by us or the Venue whilst at, entering or departing the Venue (including without limitation in respect of an acceptable noise level emanating from the exhibition space).

Terms and conditions

5. Hours

- a. The dates and times you may access your allocated exhibition space, including for bump-in and bump out, will usually be set by the Venue. We will notify you of these times, and you must not access the Venue other than during these times without our prior written consent.
- b. You must not dismantle your exhibition space, or remove any items in anticipation of such, before the Event's published closing time, unless otherwise agreed.

6. Endorsement

- a. Sponsoring or exhibiting at the Event does not include or imply our endorsement. Please contact our Representatives Endorsements Coordinator for further information about RACGP endorsement of goods or services. The Representatives Endorsements Coordinator can be contacted at repsandendorsements@racgp.org.au

Other than with official RACGP endorsement, you must not represent we endorse you, your services or your products in any way.

7. Cancellation policy

- a. Where permitted, you may cancel all or part of your sponsorship package by written notice to the RACGP.
- b. The RACGP will use reasonable efforts to resell the cancelled sponsorship package. If successful, you are entitled to be repaid from the fees those amounts not already legally committed by the RACGP, less an amount to cover reasonable administration costs.
- c. No entitlement to repayment arises for cancellations with less than 20 business days of notice, or in the event the sponsorship package is not resold.

- d. No amounts are refundable other than by operation of this clause 7, including for unused or unrequired facilities.
- e. This clause 7 survives the termination of our agreement with you.

8. Privacy

- a. Protecting the privacy and personal information of delegates is an important aspect of the way the RACGP implements its activities, online and offline.
- b. You must maintain a valid privacy policy, and ensure all personal information obtained in connection with the Event must be handled in accordance with that policy and the *Privacy Act*.
- c. You must not do anything to cause or contribute to the RACGP breaching the *Privacy Act*.

9. Risk management

- a. You use the Venue and all associated facilities at your own risk.
- b. It is your responsibility to ensure all materials, products or samples provided or available at the Event comply with all relevant codes governing them (for example, the MA Code of Conduct, the ASMI Code of Practice or the RCSA professional conduct regime). Your supply of materials, products or samples to any person before, during or after the Event is entirely at your risk.
- c. We ordinarily rely on security provided by the Event's venue; however, we may (but are not obliged to) engage additional security. You may engage additional security at your cost and with our prior written consent.
- d. Despite anything else in these Conditions, the RACGP accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials, exhibit or other belongings brought by you or on your behalf to the

Venue, whether by fire, theft, accident, injury or otherwise. We recommend you obtain appropriate insurance to cover any related loss or damage.

- e. By bringing any items or equipment (whether or not electrical or electronic) into the Venue, you warrant they are safe, compliant with all relevant standards and approvals, and will function without loss or damage to persons or property.
- f. You must effect and maintain current employers liability, public liability insurance and if relevant product liability insurance (at a coverage of at least \$10 000 000 one event) covering your exhibition space, products and equipment, for the duration of your involvement in the Event (including any bump-in and bump-out periods – see clause 5). You must provide us with valid certificates of currency for these policies at least 20 business days prior to the Event.
- g. To the maximum extent permitted by law, we exclude all indirect or consequential liability and all liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred (whether or not arising from negligence) by you in connection with the Event.
- h. Any liability incurred by us and your sole remedy in connection with the Event will be limited at our election to the replacement of any goods or services or the repair of any goods (or reasonable payment for the same), save that nothing in these conditions limits, excludes or modifies or purports to do so, the guarantees as provided under the *Competition and Consumer Act* (Cth) and the Australian Consumer Law. If these Acts impose any inalienable consumer rights these Conditions are to be read down but only to the extent of any inconsistency.

Terms and conditions

- i. You release us from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with our acts, omissions or negligence in connection with this agreement or any Event. You further indemnify the RACGP, its employees, agents contractors and sub-contractors against and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by us in connection with this agreement. Any such amount is a debt due and payable within 20 business days of request.
- j. Nothing in this clause 8 derogates or detracts from any obligations imposed by the Venue, which are additional.

10. Unavoidable occurrences

- a. Situations may arise where we must reallocate, redesign or vary the location, dimensions or floor plan of your allocated exhibition space, any other exhibition space or associated or adjoining area. If so, we will use our best efforts to ensure the new exhibition space is as close to the original in size and prominence as is practical. You must accept such reallocation, redesigning or variation and must not make any claim for compensation or a reduction in the amount payable or otherwise.
- b. In the event the opening, closing or duration of the Event is cancelled or amended whether by our decision or that of the Venue, and for any reason, including but not limited to fire, flood, labour disputes, natural disasters, civil disorders, riots, insurrections, work stoppages, slow downs or disputes or other similar events, we may cancel the Event. If so, you will not be entitled to any refund or to claim for any compensation, loss or damage.

11. Termination

- a. If you fail to strictly comply with any of:
 - i. these conditions;
 - ii. the relevant Event prospectus; or
 - iii. any relevant requirements stipulated by the fire department, health department or applicable State, Territory or Commonwealth law,
- b. and the failure is incapable of remedy or, if remediable you fail to remedy it within five business days of us given you notice of your failure, we may terminate our agreement with you.
- c. In addition to clause 11, we may immediately terminate this agreement by written notice to you if you:
 - i. being a company, have appointed a receiver, receiver and manager, trustee, administrator, other controller or similar official over any of your assets or undertakings, you are or become unable to pay your debts when they are due, or you are presumed to be insolvent; or
 - ii. being an individual, become bankrupt or enter into any arrangement or composition with your creators or propose to do so.
- d. If our agreement with you is terminated for any reason, the clause 7 cancellation policy will apply, and you will be deemed to have cancelled your booking as of the date of termination.

12. General

- a. The RACGP reserves the right to amend these Conditions from time to time. The Conditions governing your sponsorship at the Event will be those in force at the time of our acceptance of your sponsorship application.
- b. The failure, delay, relaxation or indulgence on the part of the RACGP in exercising, in part or whole, any power, right or remedy conferred upon that party by these Conditions do not operate as a waiver of that power, right or remedy.
- c. If any provision of these Conditions is invalid or not enforceable by a court of competent jurisdiction, the relevant Condition is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting any other provision.
- d. These Conditions are governed by and are to be construed in accordance with the laws in force in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any objection that it may have that proceedings have been brought in an inconvenient forum.