



# The Australasian Corrosion Association Inc.

## Corrosion & Prevention Exhibitor Terms & Conditions 2024

### 1. Application of GST

Where appropriate, Goods & Services Tax (GST) is applicable to goods and services offered by the Australasian Corrosion Association. All prices in this document are inclusive of GST. GST has been calculated at the date of publication of this document. The Australasian Corrosion Association reserves the right to vary the quoted prices in accordance with any movements in the legislated rate of the GST as determined by the Australian Government.

### 2. Exhibition Space, Booth, and Display Table Allocation

Exhibition space, booths, and display tables will be allocated **only** on receipt of the signed Booking Form and Booking Terms & Conditions. Preferred booth allocation is subject to availability and any change is at the sole discretion of the Australasian Corrosion Association. A letter of confirmation will be provided to confirm the booking together with a tax invoice for the required 50% deposit. The deposit is payable thirty (30) days from the date of the issued tax invoice. The balance is due and payable by the 10th of October 2024. Applications received after the 10th of October 2024 must include full payment. Payments for exhibitions of \$5,000 and under will be required to be paid by credit card and will be charged the full amount following the confirmation of booking.

### 3. Accepted Currencies

All monies are payable in Australian dollars.

### 4. Confirmation of Payment

All monies due and payable must be received by the Australasian Corrosion Association prior to the event. No exhibitor will be allowed to commence move-in operations or be listed as an exhibitor in the on-site publications until full payment has been received and the signed Booking Form and Terms & Conditions have been accepted by the Australasian Corrosion Association.

### 5. Due Date for Payment

If exhibition payment is not received by the 10th of October 2024, you will receive an email notifying you that the authorised credit card that the exhibitor supplied on the Booking Form will be charged the remaining unpaid amount.

### 6. Public and Product Liability Insurance

Public and Product Liability insurance to a minimum of A\$20 million must be taken out by each exhibitor at their own expense. A copy of the organisation's public and product liability certificate



must be submitted to the Australasian Corrosion Association at the time of submitting the Booking Form or by no later than 10<sup>th</sup> of October 2024.

## **7. Cancellation Policy Postponement**

### **POSTPONEMENT**

In the event of postponement by the Australasian Corrosion Association, all Sponsorship & Exhibition bookings will be carried over to the revised conference dates as confirmed by the Conference Manager.

### **CANCELLATION BY ORGANISERS**

In the event of cancellation by the Australasian Corrosion Association, all Sponsorship & Exhibition payments will be fully refunded.

### **COVID-19 IMPLICATIONS**

If a Sponsor and/or Exhibitor's attendance to the Conference were to be impacted by any restrictions enforced by state or federal COVID-19 governmental regulations, the Conference Committee will discuss the available options on a case-by-case basis and come to a mutual agreement with the Sponsor and/or Exhibitor.

### **CANCELLATION BY SPONSOR OR EXHIBITOR**

In the event of cancellation by the Sponsor or Exhibitor, other than as a consequence of any restrictions enforced by COVID-19 government regulations, the following cancellation fees will apply:

- More than ninety-one (91) days prior to the commencement of the Conference (10<sup>th</sup> of November 2024): 50% of the total payment due will be applicable.
- Between ninety (90) and sixty-one (61) days prior to commencement of the Conference (10<sup>th</sup> of November 2024): 70% of the total payment due will be applicable.
- From sixty (60) days prior to the commencement of the Conference (10<sup>th</sup> of November 2024): 100% of the total payment due will be applicable. Should any of these cancellations be made prior to payment, the appropriate cancellation fee will be applicable, and the Australasian Corrosion Association will issue an invoice which will be payable within seven (7) days. After space has been confirmed and accepted, a reduction in exhibition space is considered a cancellation and will be governed by this cancellation policy. All communications regarding cancellation must be made in writing. Reduction in space may result in relocation of exhibit space at the sole discretion of the Australasian Corrosion Association. Any space not claimed and occupied before the 10<sup>th</sup> of October 2024 may be reassigned without notice or refund.

## **8. Allocation of Floor Space**

The Australasian Corrosion Association reserves the right to rearrange the floor plan and/or relocate any exhibit at their sole discretion and without notice. The Australasian Corrosion Association will not discount or refund any facilities not used or required.



## 9. Customised Exhibitor Stands

If an exhibitor intends to install a custom-built stand, the Australasian Corrosion Association must be advised, and such intention must include full details and stand dimensions to be submitted to the Australasian Corrosion Association. This information must be received no later than the 10<sup>th</sup> of October 2024. All display construction requires the approval of the Australasian Corrosion Association and venue management and must use appropriate vendors and suppliers as outlined in the Exhibitor Manual provided. A pro rata fee will apply if unanticipated construction occupies space outside the specified space as indicated on the floor plan agreed upon through initial booking.

## 10. Conditions of Exhibition Space, Booth or Display Table Use

During the use of the exhibition space, booth, or display table allocated to an Exhibitor, and at all times in and around the Conference premises, the Exhibitor must:

- exercise due care for the persons, property and premises of others and will be solely liable for any harm to any person, or loss of or damage to property or premises you or your personnel cause by any act or omission, whether or not found negligent;
- not engage in any allegedly unlawful conduct; and
- not use or display any material that is alleged to infringe the intellectual property, including any moral rights, of any other person.

The Australasian Corrosion Association reserve the right to terminate your use of the exhibition space, booth, or display table allocated to you, without liability to you, and you will be liable for any loss or damage suffered by the Sponsorship & Exhibition Managers, if any of these things occur or are threatened by the Exhibitor.

## 11. Assigning, Subletting or Apportioning Space

No exhibitor shall assign, sublet, or apportion the whole or any part of their booked space except with prior written consent of the Sponsorship & Exhibition Managers.

## 12. Access to Delegate List

The Delegate List may be used by the Exhibitor, if they are entitled to do so under their exhibition entitlements, for the purpose of contacting delegates of Corrosion & Prevention 2024 only. The list must not be used by the exhibitor for any purpose, including relating to future events, and shall not be transferred in whole or in part to any third party. The Delegate List may be used for up to a twelve-month period from the start date of the Conference. The inclusion of email addresses is at the discretion of the Australasian Corrosion Association. The Delegate List will exclude those persons who have refused consent of their information in accordance with the Privacy Act.

## 13. General Behaviour

You will exercise due care in and around the Conference venue and in all matters related to your Exhibition of the Conference so that no harm is caused.



## 14. Food and Drink

No food or drink items may be brought into the conference hall without the prior consent of the conference manager. This includes water, energy drinks, or any other consumable food or drink. This excludes promotional candy.

## 15. Warranties and Representation

You agree that no promise, warranty or representation has been made to you by the Australasian Corrosion Association regarding any benefit expected or other expectation you may have regarding entry in this Agreement and that you alone bear full responsibility for the exhibition package chosen by or allocated to you.

## 16. Liability

The Australasian Corrosion Association will have no liability to you if anything not of their doing occurs that you may consider causing you loss or damage. In the event of cancellation or interruption of the Conference, the Australasian Corrosion Association will have no liability to you other than any refund to which you may be entitled from the conference venue.

## 17. Privacy Statement –

- **YES**, I consent to my details being shared with suppliers and contractors of the Conference to assist with my participation. This includes being in participant lists and for the information distribution in respect of other relevant events as organised by the Australasian Corrosion Association.

- **NO**, I do not consent.

## 18. Force Majeure Event

Subject to the following provisions of this clause if a party is or will be affected by force majeure such party will immediately notify the other party of the force majeure event and its anticipated impact on the performance of this Agreement. Such party will not be liable for any delay or failure to perform its obligations pursuant to this Agreement caused by the described force majeure.

If a delay or failure by such party to perform its obligations is caused or anticipated due to a force Majeure, the performance of such obligations will be suspended. If a delay or failure by a party to perform its obligations due to such force majeure exceeds thirty (30) days, the other party may immediately terminate this Agreement by providing notice in writing to the other party.

If the conference is delayed, postponed, altered, or cancelled by a force majeure, neither party will exercise a right or remedy under this clause unless and until the parties have endeavoured to agree upon amendments to this Agreement for the delay, postponement, alteration, or cancellation of the conference.

Australasian Corrosion Association will not be obliged to refund to the exhibitor any part of payments already made under the Agreement. c. It is the intention of the parties that this clause will supplant the common law doctrine of frustration and the operation of the Frustrated Contracts Act 1978 (NSW) and equivalent legislation in other jurisdictions to the extent applicable.