

# Exhibitor and Sponsor Terms and Conditions

## Energy 21C 2009

**1) Acceptance of Application**

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

- A) you signing this Agreement; and
- B) the Organiser receiving the Fees payable by you under this Agreement.

**2) Fees**

You must pay the Organiser the Fees upon signing this Agreement.

**3) Benefits**

In consideration of payment of the Fees, the Organiser must provide you with the benefits set out in Schedule 1 to this Agreement.

**4) Liability and Insurance**

Subject to clause 5, you and your servant's agents and contractors occupy and use the Event space/booth 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 Venue Managers against all actions, suits, costs, claims and demands brought against the 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 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 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 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 the your own cost.

**8) Additional Conditions and Regulations**

You must observe the conditions, rules, regulations and procedures of 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 booth/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 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 booth 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**

If you cancel a sponsorship or exhibition booths/s, unless that particular area sponsorship or exhibition space is resold, the Conference owners (The AI Group and ENA) reserve the right to retain monies received. If the space or sponsorship item is fully resold a penalty payment of up to 50% will apply; no monies can be refunded at all should the cancellation be made after the close of business on Friday 28 May, 2009. If the balance of payment is not received by the due date, the allocated Sponsorship or Exhibition booth/s will be cancelled.

All cancellations should be made in writing to the offices of WaldronSMITH Management – the conference organizers for E21C .

**14) Definitions**

**Agreement** means these terms and conditions together with the Schedule and any application form.

**Equipment Supplier** means Harry the Hirer.

**Event** means Energy 21C 2009.

**Fees** means the fee payable by you to the Organiser as set out in Schedule 1.

**Organiser** means Waldron Smith Management (ABN 59 115 015 953) of 61 Danks Street, Port Melbourne, Victoria.

**Organising Committee** means Energy 21C 2009 Organising Committee.

**Sponsor** means a confirmed sponsor of the event.

**You** means a confirmed exhibitor or sponsor and 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, Sponsors, Equipment Suppliers, Organising Committee and Venue Owner

**Venue Owner** means Melbourne Convention and Exhibition Centre.

We gather and record personal information necessary for your attendance at the conference. Personal information will be gathered, stored and used in accordance with the National Privacy Principles set out in the *Privacy Act 1988* (Cth).

A delegate list with name, organisation, suburb and state will be supplied to all conference attendees including exhibitors on the move in day. Please indicate below by inserting your name and organisation if you do not want to have your details included on the delegate list.

**I DO NOT agree to my name, organisation and state being published**

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**Please read, sign and return this Agreement to the Organisers office on application.**

**Attn: Helen McGowan**

Waldron Smith Management  
61 Danks Street  
Port Melbourne Vic 3207  
Tel: +61 3 9645 6311 Fax: +61 3 9645 6322

Signed for and on behalf of:

COMPANY NAME:

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CONTACT NAME:

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SIGNATURE:

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Signed for and on behalf of Waldron Smith Management

CONTACT NAME:

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SIGNATURE: .....