



## TERMS AND CONDITIONS TO SPONSOR AT THE **ecoforum/SustRem 2023** CONFERENCE

These terms and conditions constitute an agreement between Australasian Land & Groundwater Association (ALGA) and the person or organisation agreeing to sponsor (“Sponsor”) i.e. Sponsor: organisations agreeing to pay for a sponsorship package at the **ecoforum/SustRem 2023** Conference (the Conference). By participating in the Conference, the Sponsor agrees to the following terms and conditions.

### SPONSORSHIP TERMS AND CONDITIONS:

1. Sponsorship and participation in the Conference by the Sponsor is subject to:
  - a. the acceptance of the Sponsor by ALGA at its complete discretion; and
  - b. the Sponsor completing the registration process in full, being the online Sponsorship registration (“the booking”);
  - c. Subject to clause 3 below, the Sponsor making full payment of the invoice for the sponsorship fee in accordance with clause 3 below; and
  - d. ALGA expressly confirming the registration, in writing, upon receipt of the “booking”.
2. Bookings for sponsorship will close on Friday, 29 September 2023 unless sold out prior.
3. On confirmation of the booking, ALGA will issue an invoice to the Sponsor for the booking. If the Sponsor fails to make full payment of the fee within 30 days of the due date on the invoice (or if the Sponsor books a sponsorship package less than 30 days before the event, payment is to be made before the event) ALGA reserves the right to make the sponsorship package available to other sponsors.
4. The Sponsor will not be granted access to promote at the event until all monies owing to ALGA have been fully paid.
5. Payment terms are in Australian Dollars, the prices advertised or discussed with the Sponsor are in Australian Dollars and exclude GST (unless specifically stated otherwise). Invoices will be created for payment and the terms and conditions will be detailed.
6. Following acceptance of the booking (and where applicable receipt of the fee), ALGA will confirm the sponsorship program and communicate the sponsorship inclusions which the sponsor can take up if they wish.
7. For sponsorship that includes an exhibition stand, location is at the discretion of ALGA and/or the venue. Please refer to the specific Terms and Conditions to Exhibit at **ecoforum/SustRem 2023** Conference.
8. No sponsor shall assign, sublet, or apportion the whole or any part of their sponsorship package except upon prior written consent of ALGA.
9. Sponsorship entitlements including organisation logo on the conference website and other marketing material will be delivered only after receipt of the required payment.
10. Hosting of private functions in conjunction with the conference is limited to those sponsors who have obtained such a right by ALGA.



11. The Sponsor will exercise due care in and around the conference venue and in all matters related to sponsorship of the conference so that no harm is caused.
12. Any Individual in attendance at the conference, agrees to comply with any terms and conditions as per the Terms and Conditions of Delegates at the conference.
13. The Sponsor agrees that no promise, warranty, or representation has been made regarding any benefit expected or other expectation the Sponsor may have regarding the sponsorship package in this agreement.
14. The Sponsor alone bears full responsibility for the sponsorship package chosen by the Sponsor and allocated as requested.
15. To the extent permitted by law neither ALGA nor its employees, agents, suppliers, contractors, or sub-contractors will be liable to the Sponsor for any loss or damage (including any consequential loss) arising out of the Sponsor's participation in the Conference. In the event of cancellation or interruption of the conference, ALGA will have no liability to the Sponsor other than any refund to which the Sponsor may be entitled from the conference venue or as mutually agreed.
16. ALGA reserves the right to amend these terms and conditions from time to time depending on circumstances that may arise and the Sponsor or their representatives will be bound to the terms and conditions until their participation in the Conference has been completed.
17. ALGA reserves the right to refuse admission or eject the Sponsor or its representatives from the Conference due to (but not limited to):
  - a. failure to comply with these terms and conditions; or
  - b. representing a security risk, nuisance or in any way interfering with the operation or integrity of the Conference; or
  - c. if a Sponsor is considered a reputational risk to ALGA.
18. If at any stage, ALGA becomes aware of a reputational risk to its brand by association with a Sponsor (i.e., a company has failed to comply with the laws of Australia and act in compliance with ALGA's code of conduct), then ALGA reserves the right to cancel sponsorship and remove access to all sponsorship inclusions (including branding).

#### CANCELLATION POLICY:

19. ALGA reserves the right to amend the dates or venue for holding the Conference. ALGA will not be responsible for any loss occasioned thereby. ALGA also reserves the right to close the Conference or vary its hours.
20. Postponement
  - a. In the event of notification of the postponement by ALGA, all sponsorship and exhibition bookings (if included in a sponsorship package) will be automatically carried over to the revised conference dates.
21. Cancellation
  - a. In the event of cancellation by ALGA for an in-person event, all sponsorship and any additional exhibition payments will be fully refunded.



22. ALGA reserves the right to determine, amend or alter the location of the Exhibitor's stand and the Exhibitor undertakes to agree.
23. Force Majeure
  - a. ALGA is not liable to the Sponsor for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to a 'force majeure event.

**CANCELLATION BY SPONSOR OR EXHIBITOR:**

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

- a. 30 days or less out from the event, no refund will be provided
- b. between 30 and 45 days out from the event, 50% refund will be provided
- c. more than 45+ days out from the event, 100% refund will be provided

END – Terms and Conditions