



TERMS AND CONDITIONS TO EXHIBIT 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 exhibit (“Exhibitor”)¹. By participating in the Conference, the Exhibitor agrees to the following terms and conditions.

EXHIBITION TERMS AND CONDITIONS:

1. Participation in the Conference by the Exhibitor is subject to:
 - a. the acceptance of the Exhibitor by ALGA at its complete discretion; and
 - b. the Exhibitor completing the registration process in full, being the online Exhibitor registration (“the booking”);
 - c. Subject to clause 3 below, the Exhibitor making full payment of the invoice for exhibition in accordance with clause 3 below; and
 - d. ALGA expressly confirming the registration, in writing upon receipt of the the booking.
2. Bookings to exhibit will close on Friday 29 September 2023 unless sold out prior.
3. On confirmation of the booking ALGA will issue an invoice to the Exhibitor for the booking. If the Exhibitor fails to make full payment of the fee within 30 days of the due date on the invoice (or within 14 days and before the event, if the Exhibitor books a stand less than 30 days before the event), ALGA reserves the right to make the stand available to other Exhibitors. The Exhibitor will not be granted access to the event until all monies owing to ALGA have been fully paid.
4. Payment terms are in Australian Dollars, the prices advertised or discussed with the Sponsor are in Australia Dollars and exclude GST (unless specifically stated otherwise). Invoices will be created for payment and the terms and conditions will be detailed.
5. Following acceptance of the booking (and where applicable receipt of the fee), ALGA will issue the Exhibitor an allocated area to set up its stand at the Conference.
6. The Exhibitor must ensure that any third-party contractors engaged by the Exhibitor to erect (and/or pack down and removal) a custom stand, alter a standard stand at the venue, or deliver any other service is upon approval by ALGA and:
 - a. complies with all directions and requirements of ALGA at all times;
 - b. upon demand, provides ALGA with evidence of sufficient public liability insurance and occupational health and safety documentation;
 - c. abides by the specific Terms and Conditions relating to Custom Stands, provided by ALGA to the Exhibitor on application for a Custom Stand;
 - d. commences erecting (and pack-down and removal) the stand at a time allocated by ALGA
7. The Exhibitor indemnifies ALGA for any loss or damage ALGA suffers due to the acts or omissions of any third party or contractor engaged by the Exhibitor at the venue for any purpose during the Conference.

¹ Exhibitors: organisations agreeing to exhibit at the **ecoforum/SustRem 2023** Conference (the Conference).



8. The Exhibitor must not cause any nuisance or obstruction to other exhibitors or public space at the venue, or modify their stand and/or floor, or set up machinery or structure on their stand without prior consultation and approval from ALGA. This includes, but is not limited to, the installation of coffee machines, demonstration machinery or food preparation devices.
9. Exhibitors wishing to distribute any type of food item at the conference must seek approval from ALGA and the venue. If approved by ALGA this will only be allowed from the exhibition stand and not in any common areas (unless otherwise agreed in writing). Costs may apply.
10. You must not bring into or use in the Expo venue any flame, explosive, fuel, ammunition, firearm, chemical, acetylene gas, pressure tanks, volatile, explosive or dangerous oils, compounds, liquids of substances, inflatable items (including balloons, helium or otherwise), aerosol cans or any items deemed hazardous by ALGA. This includes, but is not limited to, electric drills or cutting tools, knives or any other sharp implements. ALGA reserves the right to take the appropriate action if any of these items are brought to or used in the Conference venue including, but not limited to, the removal or destruction of the items. It is the Exhibitor's responsibility to ensure that any items it or its contractors brings to the Conference are not hazardous and should consult ALGA if there is any doubt.
11. The Exhibitor must ensure that its activities, furniture, promotional material and signage do not interfere with the good order and safety of the Conference or with any other exhibitor. Furniture and promotional material must be contained within the space allocated to the Exhibitor. Aisles and public spaces must be kept clear. ALGA reserves the right to take the appropriate action to enforce this requirement including, but not limited to, the removal of any signage, furniture or promotional materials.
12. The Exhibitor must confine its activities to the space allocated to it by ALGA. The Exhibitor is not permitted to distribute promotional material or promote its organisation anywhere other than from its own stand. This includes venue aisles and external areas of the Conference venue. It is the responsibility of the Exhibitor to ensure that they are compliant. ALGA reserves the right to take the appropriate action to enforce this requirement.
13. The Exhibitor must not pack up its stand partially or totally before the end of the final day.
14. Any intent for stand sharing, sub-letting or co-branding must be approved by ALGA. Any requests regarding this should be in writing for consideration by ALGA and no guarantee of approval is given.
15. The Exhibitor is only permitted to exhibit its own products or services (including products and services for which it is the agent or delivery partner) at the Conference.
16. Trolleys are not permitted in the venue whilst the Conference is open to the public. Goods must be hand carried to the Exhibitor's stand whilst the Conference is open to the public. Restocking of goods using trolleys must be done before the Conference opens each day or after closing.
17. The exhibitors will not be allowed to exhibit unless they have public liability insurance of at least \$20 million for the Exhibitor's stand covering loss from public risk, fire and



theft with ALGA interest under this clause noted and will produce the certificate of currency and the policy relating thereto on demand by ALGA.

18. The Exhibitor is responsible for safety and security of its products, displays and stand. Material on its stand should not be left unattended at any time during the Conference or during bump in or bump out. Goods left on the Exhibitor's stand and/or Exhibitor storage area is at the Exhibitor's own risk.
19. It is the responsibility of the Exhibitor to leave the stand space clean and tidy during the exhibition and on bumping out. ALGA reserves the right to charge an additional fee to the Exhibitor for the reasonable costs of any cleaning or removal of items left by the Exhibitor.
20. ALGA reserves the right to determine, amend or alter the location of the Exhibitor's stand and the Exhibitor undertakes to agree to such reasonable requests.
21. The Exhibitor indemnifies and holds harmless ALGA, its employees, agents, suppliers, contractors and sub-contractors from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by ALGA, its employees, agents, contractors and sub-contractors arising out of or in connection with (but not limited to):
 - a. any breach of these terms and conditions by the Exhibitor
 - b. the Exhibitor's use and attendance at the Conference
 - c. any injury or damage sustained due to any act or omission of the Exhibitor; and
 - d. any damage to the Exhibition venue or any goods located at the venue.
22. To the extent permitted by law neither ALGA nor its employees, agents, suppliers, contractors, or sub-contractors will be liable to the Exhibitor for any loss or damage (including any consequential loss) arising out of the Exhibitor's participation in the Exhibition.
23. ALGA reserves the right to amend these terms and conditions from time to time depending on circumstances that may arise and the Exhibitor or their representatives will be bound to the terms and conditions until their participation in the Exhibition has been completed.
24. ALGA reserves the right to refuse admission or eject the Exhibitor or its representatives from the Exhibition 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 an Exhibitor is considered a reputational risk to ALGA.
25. If at any stage, ALGA becomes aware of a reputational risk to its brand by association with an Exhibitor (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 the Exhibitor's area.
26. The Exhibitor will have access to exhibition pass for his/her staff. The number of the exhibition passes depends on the package selected but the Exhibitor. The exhibitor pass gives access to the exhibition area and catering only. Any staff member with an exhibitor pass will have to buy an extra item (ie conference ticket) to have access to the sessions, social events or Conference Dinner.



CANCELLATION POLICY:

27. ALGA reserves the right to amend the dates or venue for holding the Conference and will notify Exhibitors of any change in a timely fashion. ALGA will not be responsible for any loss occasioned thereby. ALGA also reserves the right to close the Exhibition or vary its hours.
28. Postponement
 - a. In the event of notification of the postponement by ALGA, all exhibition bookings (including those associated with a sponsorship package) will be automatically carried over to the revised conference dates.
29. Cancellation
 - a. In the event of cancellation by ALGA for an in-person event, all exhibition payments will be fully refunded (including those associated with a sponsorship package).
30. Force Majeure
 - a. ALGA is not liable to the Exhibitor 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 EXHIBITOR:

31. In the event of cancellation by the Exhibitor the following cancellation fees will apply:
 - a. 30 days or less out from the event, no refunds 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 of Terms and Conditions