

TERMS AND CONDITIONS

Australian Association of Social Workers Limited (AASW)

“The Sponsor” specified in Item 2 of Schedule 2

This AGREEMENT has been created on:

PARTIES

Australian Association of Social Workers Limited (ACN 008 576 010) of 14-20

Blackwood Street, North Melbourne, VIC 3051
(AASW); and **“The Sponsor”** as specified in Item 2 of Schedule 1.

1. DEFINITIONS

In this Agreement:

Agreement means this Sponsorship Agreement and includes the Schedules.

Australian Consumer Law means schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation.

Consequential Loss means loss of profits; loss of revenue; loss of production; loss or denial of opportunity; loss of or damage to goodwill; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and loss of contract.

Consumer Guarantee means a right or guarantee the Sponsor may have under the Australian Consumer Law or other rights in relation to the supply of goods or services (such as terms implied into a contract) that cannot lawfully be excluded.

Booking Form means the form provided to The Sponsor detailing the specific Sponsorship Package.

Business Day means any day which is not a Saturday, Sunday or public holiday in Victoria.

Commencement Date means the date described at Item 4 of Schedule 1.

Confidential Information means confidential information, trade secrets, knowhow, scientific, technical, product, market or pricing information relating to AASW's operations.

End Date means the date described at Item 5 of Schedule 1.

Event means the event described at Item 1 of Schedule 1.

Event Date means the date at Item 6 of Schedule 1.

Fee means the amount paid to AASW by The Sponsor for the Sponsorship Package as described at Item 7 of Schedule 1.

Force Majeure has the meaning described in clause 14 of this Agreement.

GST Act means A New Tax System (Goods and Services Tax) Act 1999.

Insolvency Event means the happening of any of these events:

- (a) a party suspends payment of its debts generally, is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act 2001 (Cth);
- (b) a party enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (c) a receiver, receiver and manager, liquidator, provisional liquidator, administrator, trustee or similar official is appointed over any of the assets or undertakings of a party, an application or order is made for the winding up or dissolution of a party, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a party, except for the purpose of an amalgamation or reconstruction which has the other party's prior consent;
- (d) a party goes bankrupt; or
- (e) a party ceases, or threatens to cease, to carry on business.

Loss means any losses, liabilities, damages, costs, interest, charges, fines, penalties or expenses (including lawyer's fees and expenses on a full indemnity basis) whether direct, indirect, special, consequential or otherwise.

Representatives means officers, directors, employees, agents, representatives, contractors and/or subcontractors of the relevant party but a party to the Agreement and its officers, directors, employees, agents, representatives, contractors and subcontractors are not "Representatives" of the other party to the Agreement.

Special Conditions means the terms described at Item 9 of Schedule 1.

Sponsor Marks mean the names, logos, trade marks and corporate identification of the Sponsor, as specified in item 10 of Schedule 1 or otherwise subsequently notified to AASW in writing by Sponsor.

Sponsorship Package means the package selected by The Sponsor as described at Item 8 of Schedule 1, which contains the corresponding benefits attributable to that package in Schedule 2.

2. SPONSORSHIP PERIOD

This Agreement will start on the Commencement Date and finish on the End Date, subject to the cancellation or termination of this Agreement under clauses 4 and 9 respectively.

3. AGREEMENT FOR SPONSORSHIP

- (a) In consideration for the payment by The Sponsor of the Fee to AASW, AASW will provide The Sponsor with the Sponsorship Package.

- (b) In the event any Special Conditions are included as part of the Sponsorship Package, those conditions will prevail to the extent of any inconsistency with the terms of this Agreement.

4. ACCEPTANCE AND CANCELLATION

- (a) The Sponsor must ensure that an authorised representative of the Sponsor signs and returns the Booking Form to AASW.
- (b) AASW will allocate all Sponsorship Packages in the order the Booking Forms are received, subject to AASW's acceptance of the sponsorship.
- (c) AASW may refuse to accept a Sponsorship Package or Booking Form placed by The Sponsor without giving reasons.
- (d) In the instance where AASW elects to cancel The Event, AASW will return the Fee to the Sponsor as soon as practicable after notifying The Sponsor of the cancellation.
- (e) If The Sponsor elects to cancel their Sponsorship Package, The Sponsor must do so in writing to AASW.
- (f) If The Sponsor cancels their Sponsorship Package:
 - (i) and gives more than 90 days notice of cancellation before the Event Date, AASW will return the Fee payable to The Sponsor;

- (ii) and gives less than 90 days notice of cancellation but more than 30 days notice of cancellation before the Event Date, AASW will charge The Sponsor a cancellation fee equal to 50% of the Fee, either by submitting a valid tax invoice or returning an applicable amount back to The Sponsor; and
- (iii) and gives 30 days or less notice of cancellation before the Event Date, AASW will charge The Sponsor a cancellation fee equal to 100% of the Fee, either by submitting a valid tax invoice equal to 100% of the Fee or if the Fee has been paid in full by the Sponsor by retaining the full amount of the Fee.

5. PAYMENT OF FEES

- (a) The Sponsor must pay the Fee to AASW for the Sponsorship Package
- (b) All Fees are in Australian dollars and except as otherwise expressly stated, inclusive of, GST and any other sales, value added or similar tax which may apply.
- (c) Unless otherwise agreed in writing by AASW, AASW will provide The Sponsor with a valid tax invoice, after the receipt of the signed Booking Form, which must be paid in full within 14 days from the date of the invoice.
- (d) The Sponsor must pay the Fee to AASW:
 - (i) in accordance with clause 5(c);

- (ii) using one of the following payment methods:
 - (A) bank transfer; or
 - (B) credit card (upon request). Additional charges may be applicable.

6. AASW RIGHTS

- (a) AASW has the right to:
 - (i) modify the location of The Sponsor's exhibition booth;
 - (ii) modify the duration of The Event;
 - (iii) cancel The Event, in which case clause 4(d) applies;
 - (iv) use The Sponsor's corporate logo for the purposes of this Agreement; and
 - (v) determine the size and placement of the Sponsor's logo, name and/or business details at the Event or on any promotional material of the Event.
- (b) The Sponsor grants AASW a non-exclusive royalty free licence, to use and reproduce the Sponsor Marks in its promotion of the Sponsor's association with The Event and otherwise for the purposes of this Agreement, in accordance with brand and style guides as advised by the Sponsor in writing.

7. SPONSOR OBLIGATIONS

- (a) The Sponsor:
 - (i) must adhere to all Event rules and regulations and comply with all directions/requests issued by the AASW, event management or venue staff;
 - (ii) must not sub-let or assign any component of their Sponsorship Package to a third party;
 - (iii) consents to featuring in images taken by AASW, that may be used by AASW on social media platforms, digital and hard copy marketing collateral;
 - (iv) consents to AASW's use of their intellectual property described at clause 6(a)(iv) and (v) and 6(b); and
 - (v) consents to have their contact details distributed to suppliers, contractors and relevant third parties, including the company hosting the Event, which may appear in marketing collateral or at the Event.
- (b) The Sponsor must not use or reproduce any AASW brands or materials relating to The Event or any other intellectual property of AASW except to the extent required for the Sponsor to use and have the benefit of the Sponsorship Package and to otherwise exercise its rights under this Agreement during the term of this Agreement. The Sponsor must comply with AASW's written directions and any brand and style guides

advised to The Sponsor in relation to any use or reproduction of any AASW or the Event trade marks and AASW materials and intellectual property. A failure to comply with this clause will be a material breach of this Agreement.

8. GST

- (a) Words or expressions used in this clause 8 that are defined in the GST Act have the same meaning given to them in that Act.
- (b) Unless otherwise stated, any amount specified in the Agreement as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.
- (c) If a party makes a taxable supply under this Agreement (Supplier), then the recipient of the taxable supply (Recipient) must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.
- (d) Despite anything stated in this clause, the Recipient is not obliged under the Agreement to pay the amount of any GST payable until the Supplier provides it with a valid tax invoice for the taxable supply.
- (e) If an adjustment event arises in relation to a taxable supply made by a Supplier under this Agreement, the amount paid or payable by the Recipient pursuant to clause 8(c) will be amended

to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.

- (f) If a third party makes a taxable supply and the agreement requires a party to the agreement (the payer) to pay for, reimburse or contribute to (pay) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

9. TERMINATION

- (a) Either party (Terminating Party) may immediately terminate the Agreement by written notice to the other party if the other party (Defaulting Party):
 - (i) breaches the Agreement in a material respect and, in the reasonable opinion of the Terminating Party, the breach:
 - (A) cannot be remedied; or
 - (B) can be remedied, but is not remedied by the Defaulting Party within 5 Business Days after the Terminating Party provides the Defaulting Party notice of the breach; or
 - (ii) suffers an Insolvency Event;

- (b) AASW may terminate this Agreement if The Sponsor fails to pay the Fee, or a part of the Fee in accordance with the payment terms under clause 5(c).

- (c) If the Agreement is terminated for any reason The Sponsor must, within 5 Business Days after the date of termination:

- (i) pay AASW all amounts it owes AASW, whether due at that time or not; and
- (ii) return all Confidential Information to AASW.

10. INSURANCE

- (a) The Sponsor must provide AASW with a copy of a valid public liability insurance policy to the value of \$20 million dollars covering the period of the Event. The Sponsor must provide AASW with the policy no later than 30 days prior to the Event Date.

11. INDEMNITY

- (a) The Sponsor indemnifies AASW and its Representatives against any Loss which AASW and its Representatives suffer, incur or are liable for in connection with:
 - (i) any act or omission, including negligent or reckless conduct, of The Sponsor, or its Representatives;
 - (ii) any breach of the Agreement by The Sponsor; and

- (iii) any allegation or claim against AASW or its Representatives that the use of the Sponsor Marks by AASW, or any other materials provided to AASW by or on behalf of Sponsor in connection with this Agreement, infringes any trade mark, copyright or other intellectual property rights of a third party.
- (b) AASW holds the benefit of this indemnity in clause 11(a) on trust for itself and its Representative.
- (c) The indemnity in clause 11(a) will not apply to the extent that any Loss is caused or contributed to by AASW.

12. LIMITATION OF LIABILITY

- (a) With the exception of Consumer Guarantees, AASW excludes:
 - (i) any term, condition or warranty that may otherwise be implied into this Agreement;
 - (ii) any liability for loss or damage incurred as a result of or in connection with this Agreement, howsoever caused; and
 - (iii) any liability for Consequential Loss.
- (b) The liability AASW in respect of any breach of or failure to comply with any Consumer Guarantee is limited to the following:
 - (i) in the case of goods, to:

- (A) the replacement of the goods or the supply of equivalent goods;
- (B) the repair of the goods;
- (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (D) the payment of the cost of having the goods repaired.
- (ii) in the case of services, to:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

13. CONFIDENTIAL INFORMATION

- (a) The Sponsor must not disclose the terms of this Agreement or any other Confidential Information to any third parties without the prior written consent of AASW (which may be withheld in its absolute discretion but subject to clause 12(b)).
- (b) The Sponsor may disclose the terms of this Agreement where it is required to do so by law or in obtaining professional advice.

14. DISPUTE RESOLUTION

- (a) If a complaint or dispute arises between the parties relating to this Agreement, the parties must follow the Dispute Process.

- (b) The party claiming the dispute must first give the other party details of the dispute (Dispute Notice).
- (c) The parties must then attempt to resolve the dispute by:
 - (i) convening a Conference within 10 Business Days of the dispute occurring in an attempt to resolve the dispute; and
 - (ii) if they cannot resolve the dispute within a further 10 Business Days of the initial Conference, the parties must attend mediation administered by the Australian Dispute Centre (ADC) and the mediation will be conducted in accordance with the ADC Commercial Mediation Guidelines.
- (d) The parties agree that the cost of the mediation will be shared equally by both parties.
- (e) If the mediation is unsuccessful the parties may pursue their rights at law.

15. FORCE MAJEURE

- (a) In this clause 15, Force Majeure means an act of God; war, revolution or any other unlawful act against public order or authority; an industrial dispute including strike or other labour disturbances; a governmental restraint; a shortage or unavailability of raw materials, production capacity or transportation; and any other event not within the reasonable control of the parties.

(b) Where Force Majeure prevents or delays AASW from performing any obligation under the Agreement, that obligation is suspended as long as the Force Majeure continues.

16. GENERAL

(a) The Agreement is governed by the laws of the jurisdiction in which the Event is being held. The parties submit to the non-exclusive jurisdiction of the courts of that State and courts entitled to hear appeals from those courts.

(b) A reference to an Act includes regulations and other instruments made under it, and consolidations, amendments, re-enactments or replacements of any of them.

(c) In this Agreement, the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions do not limit what else is included and must be construed as if they are followed by the words 'without limitation' unless there is express wording to the contrary.

(d) If a provision in this Agreement is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this Agreement for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this Agreement,

(e) If The Sponsor comprises more than one person:

(i) the Agreement binds each party jointly and severally; and

(ii) AASW is only required to give notices, the Booking Form and other information, to one party (who undertakes to provide the notices, Booking Form and information to the other party or parties).

(f) A waiver of any right arising under the Agreement must be in writing and signed by the party granting the waiver. Except as provided under clause 2, any variation of the Agreement must be in writing and signed by the parties.

(g) AASW and The Sponsor are independent contracting parties and nothing in the Agreement makes either party the agent or legal representative of the other or grants either party any authority to assume or create an obligation on behalf of the other.

(h) Without limiting or affecting the continued operation of any clause which as a matter of construction is intended to survive the termination of the Agreement, clauses 5, 6, 7, 9, 10, 11, 12(a), 14, 15 and 16 survive the termination of the Agreement.

(i) AASW or The Sponsor may send a notice or any document in connection with this agreement by:

(i) hand delivery;

(ii) pre-paid post; or

(iii) electronic mail, to the other party at the address details set out in the Details section of this Agreement or Schedule 1.

(j) A notice or any document is deemed to be received:

(i) if hand delivered, on the date of delivery;

(ii) if sent by pre-paid post, on the sixth Business Day after the date of posting; or

(iii) if sent by electronic mail, when the email (including any attachment) is sent to the receiving party at that email address, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent.

(k) A word or term defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning in these Terms where used in connection with the GST imposed under that Act.

(l) An agreement, obligation, warranty, covenant, undertaking or indemnity under this Agreement on the part of 2 or more persons binds them jointly and severally. A right, benefit or entitlement conferred on 2 or more persons under this Agreement is held by each of them severally.

(m) Each indemnity under this Agreement is an irrevocable, continuing and unconditional indemnity and remains enforceable despite any variation to The Sponsor's obligations.

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

- (n) The Agreement is for the benefit of the parties and their successors and assigns. The parties and their successors and assigns are bound by the Agreement.
- (o) This Agreement is personal to AASW and therefore the Sponsor must not assign any or all of its rights under any of the Agreement without AASW's prior written consent. AASW may assign any or all of its rights under the Agreement as required.