

# Sponsorship and Exhibitor Terms and Conditions



These conditions together with the Sponsorship and Exhibitor Application portal constitute an agreement between you and Rural Health West which governs all aspects of your sponsorship/exhibition at an event. To the extent of any inconsistency, these conditions apply. By submitting an application to us through completion of the Sponsorship and Exhibitor portal, you, as a prospective sponsor and/or exhibitor, acknowledge you have read and agree to be bound by this agreement.

## **1 Interpretation**

- 1.1 'Event' and 'venue' have the meaning evident from the Sponsorship and Exhibitor Application Form.
- 1.2 'Rural Health West', 'us' or 'we' means Rural Health West (ABN 29 123 188 367).
- 1.3 'Sponsorship and Exhibitor portal' means the online application portal for sponsorship/exhibition at the event.
- 1.4 'You' or 'your' means the person or organisation evident from the Sponsorship and Exhibitor application.
- 1.5 A reference to a party includes its officers, employees, agents, contractors, sponsors and exhibitors.

## **2 Acceptance and payment**

- 2.1 Acceptance of sponsorship applications is at our discretion (without the need to provide reasons), for which we will provide written confirmation. We reserve the right to decline any sponsorship application, however, if we do so we will refund all monies paid.
- 2.2 The fee for sponsorship/exhibition at an event is correct at time of publication. Rural Health West reserves the right to change the fee at any time but changes will not affect applications which have already been confirmed.
- 2.3 The fee is due the sooner of:
  - 30 days of our notification of acceptance of your sponsorship/exhibition application; or
  - at least one week prior to the date of the event.
- 2.4 You will be deemed to have cancelled your booking on and from the expiry of this period if we have not received the balance payment by the due date.

## **3 Allocations**

- 3.1 Our acceptance of sponsorship/exhibition applications grants those benefits detailed in the purchased package, including where relevant an allocation of exhibition space.
- 3.2 Exhibition spaces are allocated strictly on a 'first-accepted, first-served' basis. Upon accepting your application, we will provide written confirmation of your allocated exhibition space(s) when available, as well as a valid tax invoice for the total amount payable.
- 3.3 Our allocation of exhibition spaces is final. You agree to accept your allocated exhibition space.
- 3.4 You must not:
  - assign, sublet or share the whole or any part of your allocated exhibition space without our prior written consent;
  - erect any sign, display or obstruction beyond your allocated exhibition space, whether or not into an adjoining exhibitor's exhibition space or common area;
  - damage in any way the walls, floors, ceilings or any other surface of the venue or the exhibition space; or
  - do anything which may vary or render void or voidable any insurance policy maintained by us or the venue.

- 3.5 The timing and placement of any advertising (whether sponsorship related or otherwise) between us and you not specifically dealt with as part of a sponsorship package are subject to the execution of a separate agreement.
- 3.6 We do not guarantee and make no representations about the minimum numbers of attendees or delegates to the event. We are not responsible or liable for any refund or compensation in any way, if the total number or type of attendees or delegates are below your expectations.

#### **4 Rules**

- 4.1 You must comply with any particular conditions, manuals, rules, regulations or usage requirements of Rural Health West or the venue that have been provided to you, as if the same were set out at length in these conditions. These documents are available from us on request, and we will use reasonable efforts to update you of subsequent amendments.
- 4.2 You must also comply with all verbal and written directions given by us or the venue whilst at, entering or departing the venue (including without limitation in respect of an acceptable noise level emanating from the exhibition space).

#### **5 Hours**

- 5.1 The dates and times you may access your allocated exhibition space, including for bump-in and bump-out, will usually be set by the venue. We will notify you of these times, and you must not access the venue other than during these times without our prior written consent.
- 5.2 You must not dismantle your exhibition space, or remove any items in anticipation of such, before the event's published closing time, unless otherwise agreed.

#### **6 Endorsement and advertising/promotion**

- 6.1 Sponsoring or exhibiting at the event does not include or imply our endorsement. Please contact our Events Coordinator for further information about Rural Health West endorsement of goods or services. The Events Coordinator can be contacted at: [events@ruralhealthwest.com.au](mailto:events@ruralhealthwest.com.au).
- 6.2 Other than with official Rural Health West endorsement, you must not promote that we endorse you, your services or your products in any way.
- 6.3 Accredited activities, such as those conducted by Rural Health West, must not at any stage, either directly, or indirectly, promote particular products by use of their brand or trade names; products or modes of treatment disproportionate to their normal contribution to good quality patient care; experimental treatments and methods that have not been fully evaluated by intervention research; experimental treatments that do not have the support of the medical profession by reason of inconclusive evidence of therapeutic benefits; theories and methods of treatment that are not supported by scientific evidence; techniques that are not accepted by a significant proportion of the medical profession, or that are not supported by accepted medical theory; therapeutic goods that are not authorised by the Therapeutic Goods Administration for use in Australia; or conflicts of interest that have a perceived adverse effect on the educational quality.

#### **7 Cancellation policy**

- 7.1 Where permitted, you may cancel all or part of your sponsorship/exhibition package by written notice to Rural Health West.
- 7.2 All cancellations must be notified in writing. Please note a cancellation fee does apply. The fees applied can be viewed in the Sponsorship and Exhibitor Application portal.
- 7.3 You are entitled to a full or partial refund, less the cancellation fee, if you cancel your sponsorship/ exhibition package within the eligible time frame as noted in the Sponsorship and Exhibitor portal. Cancellation outside of the nominated time frame will not constitute a refund from Rural Health West.
- 7.4 No amounts are refundable other than by operation of this clause 7, including for unused or unrequired facilities.
- 7.5 This clause 7 survives the termination of our agreement with you.

## **8 Privacy**

- 8.1 Protecting the privacy and personal information of delegates is an important aspect of the way Rural Health West implements its activities, online and offline.
- 8.2 You must maintain a valid privacy policy, and ensure all personal information obtained in connection with the event must be handled in accordance with that policy and the Privacy Act.
- 8.3 You must not do anything to cause or contribute to Rural Health West breaching the Privacy Act.

## **9 Risk management**

- 9.1 You use the venue and all associated facilities at your own risk.
- 9.2 It is your responsibility to ensure all materials, products or samples provided or available at the event comply with all relevant codes governing them (for example, the Australian Medical Association Code of Conduct, the Australian Self Medication Industry Code of Practice or the Recruitment and Consulting Services Association's professional conduct regime). Your supply of materials, products or samples to any person before, during or after the event is entirely at your risk.
- 9.3 We ordinarily rely on security provided by the event's venue, however, we may (but are not obliged to) engage additional security. You may engage additional security at your cost and with our prior written consent.
- 9.4 Despite anything else in these conditions, Rural Health West accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials, exhibit or other belongings brought by you or on your behalf to the venue, whether by fire, theft, accident, injury or otherwise. We recommend you obtain appropriate insurance to cover any related loss or damage.
- 9.5 By bringing any items or equipment (whether or not electrical or electronic) into the venue, you warrant they are safe, compliant with all relevant standards and approvals, and will function without loss or damage to persons or property.
- 9.6 You must effect and maintain current employers liability, public liability insurance and, if relevant, product liability insurance (at a coverage of at least \$10,000,000 per event) covering your exhibition space, products and equipment, for the duration of your involvement in the event (including any bump-in and bump-out periods – see clause 5).
- 9.7 To the maximum extent permitted by law, we exclude all indirect or consequential liability and all liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred by you in connection with the event.
- 9.8 Any liability incurred by us and your sole remedy in connection with the event will be limited at our election to the replacement of any goods or services or the repair of any goods (or reasonable payment for the same), save that nothing in these conditions limits, excludes or modifies or purports to do so, the guarantees as provided under the Competition and Consumer Act (Commonwealth) and the Australian Consumer Law. If these Acts impose any inalienable consumer rights these conditions are to be read down but only to the extent of any inconsistency.
- 9.9 You release us from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with our acts or omissions in connection with this agreement or any event. You further indemnify Rural Health West, its employees, agents, contractors and sub-contractors against and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by us in connection with this agreement.
- 9.10 Nothing in this clause 9 derogates or detracts from any obligations imposed by the venue, which are additional.

## **10 Unavoidable occurrences**

- 10.1 Situations may arise where we must reallocate, redesign or vary the location, dimensions or floorplan of your allocated exhibition space, any other exhibition space or associated or adjoining area. If so, we will use our best efforts to ensure the new exhibition space is as close to the original in size and prominence as is practical. You must accept such reallocation, redesigning or variation and must not make any claim for compensation or a reduction in the amount payable or otherwise.

10.2 In the event the opening, closing or duration of the event is cancelled or amended whether by our decision or that of the venue, and for any reason including but not limited to, fire, flood, labour disputes, natural disasters, civil disorders, riots, insurrections, work stoppages, slowdowns or disputes or other similar events, we may cancel the event. If so you will be entitled to a full refund.

## **11 Termination**

11.1 If you fail to strictly comply with any of:

- these conditions;
- the relevant event prospectus; or
- any relevant requirements stipulated by the fire department, health department or applicable State, Territory or Commonwealth law, and the failure is incapable of remedy or, if remediable you fail to remedy it within 5 business days of us giving you notice of your failure, we may terminate our agreement with you.

11.2 In addition to clause 11.1, either party may immediately terminate this agreement by written notice if they:

- being a company, have appointed a receiver, receiver and manager, trustee, administrator, other controller or similar official over any of the company's assets or undertakings, become unable to pay debts when they are due, or the company are presumed to be insolvent; or
- being an individual, become bankrupt or enter into any arrangement or composition with your creators or propose to do so.

11.3 If our agreement with you is terminated for any reason, the clause 7 cancellation policy will apply, and you will be deemed to have cancelled your booking as of the date of termination.

## **12 General**

12.1 Rural Health West reserves the right to amend these conditions from time to time. The conditions governing your attendance at an event will be those in force at the time of your registration for an event or attendance at an event if you do not need to register (as applicable).

12.2 The failure, delay, relaxation or indulgence on the part of Rural Health West in exercising, in part or whole, any power, right or remedy conferred upon that party by these conditions do not operate as a waiver of that power, right or remedy.

12.3 If any provision of these conditions is invalid or not enforceable by a court of competent jurisdiction, the relevant condition is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting any other provision.

12.4 These conditions are governed by and are to be construed in accordance with the laws in force in Western Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

**For further information, contact**

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**T** 08 6389 4500

**E** [events@ruralhealthwest.com.au](mailto:events@ruralhealthwest.com.au)

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