

TERMS & CONDITIONS

DELEGATE REGISTRATION & ACCOMMODATION

- All prices quoted are in Australian dollars and include 10% GST.
- Hotel fees are correct at the time of printing and subject to change without notice.
- Applications for registration must be in writing. Telephone registration will not be accepted.
- Registrations are not confirmed without payment.
- Payment must be made in Australian dollars.
- Overseas registrations can only be paid by bank draft in Australian dollars drawn on an office of a bank operating in Australia or by credit card.
- If you are unable to attend you may nominate another person as a substitute. You must do this in writing.
- Registrants who do not attend still have to pay their registration fees.
- Photocopies of cheques cannot be accepted as payment.
- Credit card payments will appear on your credit card statement with OzAccom as the merchant.
- If your credit card company declines payment a fee of \$11.00 incl. GST may apply to re-process your registration.
- If you require your tax invoice to be reprinted a \$11.00 incl. GST fee may apply.
- The organisers have made every effort to ensure the accuracy of details in the *Invitation to register* brochure at the time of printing but reserve the right to alter or delete items from the program or services as circumstances require.
- The organisers are not liable for any claims, damages or expenses arising out of cancellation, disruption, changes or limitations to the program or the services as circumstances require.
- Participants are advised to arrange their own travel insurance to cover medical expenses, cancellation and all other risks. The organisers, their officers and employees are not liable and participants release them from any liability for claims, damages or expenses whether in respect of personal injury, death, loss or damage to participants.
- Instructions and other provisions in the registration form, including the cancellation policy, are part of these registration conditions.

Cancellation policy

- All cancellations must be made in writing to the OzAccom Group. Cancellations by telephone will not be accepted.
- Registration cancellations received after 31 December 2010 will be subject to an administrative charge of \$110.00 incl. GST. No refunds will be made after 28 February 2011.
- Accommodation cancellations made within seven days before arrival will incur a penalty. This penalty is at the hotel's discretion and may range from one night's accommodation to the total cost of the stay that has been booked.

EXHIBITION SPACE

These terms and conditions bind the EcoForum Limited ABN 50 106 620 204 having its registered office at 6 Carr Street, Chatswood, in the State of New South Wales (the "Organiser") and the exhibitor (the "Exhibitor") if the Organiser accepts the Exhibitor's application (the "Application") for a space, spaces, booth or booths (the "Space") at the EcoForum Exhibition (the "Exhibition") by giving written notice of the acceptance of the Application.

1. The Exhibitor must occupy the allocated Space at the Exhibition for the duration of the Exhibition on these terms and conditions.
2. The Exhibitor must apply for allocation of a Space or Spaces at the Exhibition by completing the Application form and by making payment in accordance with clause 4.
3. The Organiser reserves the right to reject the Exhibitor's Application at its absolute discretion.

PAYMENT

4. The Exhibitor shall pay by cheque or electronic funds transfer (EFT) to the Organiser:
 - (a) 25% of the total fee advised by the Organiser for the Space requested upon submitting the Application; and
 - (b) the balance of the total cost for the Space allocated in accordance with clause 6 on or before 31 December 2010.

ALLOCATIONS OF SPACE

5. The Organiser will allocate to the Exhibitor a Space in accordance with clause 6.

6. Allocation for all requested Spaces will be in the Organiser's sole and absolute discretion provided that the Organiser will endeavour to ensure that:

(a) allocation occurs in priority order according to the date the Application and payment is received by the Organiser;

(b) where Applications are received on the same date allocations will be accorded priority based on previous participation in other exhibitions organised by the Organiser.

7. The Organiser reserves the right to assign or reassign Spaces and to alter the size, shape or position of Spaces and the floor plan of the Exhibition as may be necessary to ensure that the arrangement of the Exhibition is in the best interest of attendees and Exhibitors.

USE OF SPACE

8. Spaces are to be confined to products manufactured or services rendered by the Exhibitor. No Exhibitor shall assign, sublet or share the Space allocated without the approval of the Organiser. The Exhibitor is required to keep the assigned Space neat and clean at all times.

9. During the Exhibition open hours, each Space must be staffed continuously by the Exhibitor or a representative of the Exhibitor. Such representatives are to be dressed appropriately and in a business-like manner. The Exhibitors and their representatives are to conduct themselves with decorum and in a professional manner at all times.

10. All material used in the exhibition hall and/or the Exhibitor's allocated Space must be fireproofed. Any demonstration requiring open flames, any kind of compressed gas or explosive fuels, heat, etc, must be arranged with the Organiser in advance. The Exhibitor must accept full responsibility for compliance with national, state and local fire safety regulations, including but not limited to the provision of fire extinguishers and smoke alarms.

11. The Exhibitor may only use audiovisual, equipment demonstrations or other sales presentations or attention-getting devices that are appropriate and at a low volume so that nearby Exhibitors are not inconvenienced and so as not to induce crowds to block or infringe upon another Space. The Organiser shall determine such appropriateness in its sole and absolute discretion and its ruling on any issue in this clause 11 shall be immediately complied with by the Exhibitor.

12. No cementing, nailing, tacking, taping or attaching any material to any floor, wall or column will be permitted unless approved by the Organiser.

13. All exhibit material, furniture and selling aids used on or near the Exhibitor's Space must be kept within the perimeter of the assigned Space.

14. The Exhibitor is required to ensure its Space and staff and other representatives comply with all Occupational Health and Safety [OH&S] legislation, regulation and guidelines.

15. The Exhibitor undertakes to have its Space completed and ready by the time specified by the Organiser preceding the opening of the Exhibition.

16. Without limiting these terms and conditions the Exhibitor must comply with the Organiser's reasonable directions.

ARRANGEMENT OF SPACES

17. No part of any exhibit on a Space (except approved free-standing equipment and island or peninsula Spaces) may be in excess of 2.4 metres in height and it shall not extend outside the perimeter of the assigned Space. Exhibits are to be located in a way that does not obstruct other Spaces. All exposed parts of exhibits and/or equipment must be finished or covered in a workmanlike and neat manner so that they do not present an unsightly appearance or pose an OH&S risk. The Organiser may order rectification at the Exhibitor's expense, without the prior consent or knowledge of the Exhibitor, where it is deemed necessary.

18. No carpeting, overhead roofs or bridge-type structures will be permitted across aisles. Any Space with an overhead roof or cover must receive approval from the Organiser.

19. Mobile or trailer exhibits are permitted only in certain areas and approval must be obtained from the Organiser prior to installing this type of exhibit on a Space.

20. Designs for island or non-standard type Spaces must be approved by the Organiser. A copy of specifications for these must be furnished to and approved by the Organiser before the Space is assigned.

21. Exhibitors must limit raised floors or platforms for addressing visitors and/or demonstrating exhibits to a maximum of 300 mm above the floor. No flashing lights or other distractions are permitted.

22. The design of all Spaces and associated exhibits and their weight or character is subject to the prior approval of the Organiser. Construction, erection and dismantling shall be carried out under the supervision of and subject to conditions laid down by the Organiser. Any Space considered not to be in the best interests of the Exhibition or which does not comply with State OH&S guidelines may be removed or altered by the Organiser at the expense of the Exhibitor. The Organiser reserves the right to request exhibit amendments if circumstances demand.

23. All Spaces and associated exhibits must remain intact for the duration of the Exhibition and may not be dismantled or removed before that time. All Spaces and associated exhibits remain in tact until close of exhibition and must not be dismantled or removed before that hour.

LIABILITY

24. The Exhibitor is responsible for all personal injury or damage to property arising from the Exhibitor's Space and associated exhibit. This is so whether it is caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent, licensee or invitee of the Exhibitor. It applies to any act or

omission of any such person or by any exhibit, machinery or other article or thing of the Exhibitor in the possession of or in use by any servant or agent of the Exhibitor.

25. The Exhibitor indemnifies the Organiser in respect of any damage, claim, action, proceeding, cost, claim or demand arising out of any such injury or damage set out in clause 24.

26. Unless otherwise agreed by the Organiser the Exhibitor must hold current public liability insurance and must provide to the Organiser a certificate of currency on demand verifying the policy and its value.

27. The Organiser is under no liability for personal injury to the Exhibitor or its servants, agents, invitees or licensees no matter how they are caused. The Organiser is under no liability for the loss of or damage to exhibits or to property owned by the Exhibitor, its servants, agents, invitees, or licensees no matter how it is caused. The Exhibitor is therefore responsible to take out its own insurances in respect of all such risks.

CANCELLATION

28. The Exhibitor may cancel its Application upon notice in writing to the Organiser. If such notice is received by the Organiser:

- on or before 31 October 2010 a cancellation fee of 5% of the total space fee is applicable.
- after 31 October 2010 and on or before 31 December 2010 a cancellation fee of 12.5% of the total space fee is applicable.
- after 31 December 2010 the Organiser will retain any payment made under clause 4.

The Organiser shall refund any balance of payment made under clause 4 within 30 days.

CHANGE OF LOCATION OR CANCELLATION OF EXHIBITION

29. If for any reason the Exhibition venue is not available for exhibiting or if other circumstances prevail which in the opinion of the Organiser would prohibit or greatly limit attendance, the Organiser reserves the right to cancel the Exhibition or move the Exhibition location to another facility or city in its absolute discretion. The Organiser is not liable for any additional expense incurred by the Exhibitor in exercising its discretion under this clause 29. In the event of cancellation of the Exhibition, the Organiser will refund to the Exhibitor all payments made under clause 4.

VARIATION OF TERMS

30. The Organiser through its designated servants and/or agents reserves the right to vary or add to these terms and conditions if necessary to comply with any laws or any directions given by the owner/lessor of the Exhibition site or as otherwise determined necessary by the Organiser for the efficient running of the Exhibition.

REMEDIES

31. A breach of these terms and conditions by the Application will entitle the Organiser through its designated servants and/or agents to:

- (a) retain any payments made by the Exhibitor under clause 4;
- (b) prohibit the Exhibitor from occupying the allocated Space and/or remove from the allocated Space the Exhibitor along with any exhibits or any other material with the cost of such removal being a debt due and payable by the Exhibitor to the Organiser.

SEVERANCE

32. If any provision of these terms and conditions is void or unenforceable the provision shall be severed from these terms and conditions to the extent it is void or unenforceable without affecting the validity of enforceability of the rest of the terms and conditions.

JURISDICTION

33. The terms and conditions shall be governed by the laws of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales.

PRIVACY

A list of conference delegates containing delegates' name and organisation will be on the event website. If you do not wish to be included on the delegate list please email EcoForum Limited (quit@ecoforum.net.au).

As a result of your participation in EcoForum events the details you have provided will be on the EcoForum database. We respect your privacy and will remove your details from the database if you ask us to.

After an event we would like to send you information on future related conferences, seminars and exhibitions. If you do not wish to receive this information advise us by email.

DISCLAIMERS

The information contained on this site is believed to be correct at the time of publishing.

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