

# SPONSOR AND EXHIBITOR APPLICATION FORM



## SPONSORSHIP PREFERENCES

Please indicate your preference by placing an  in the box next to preferred option:

- PRINCIPAL SPONSOR    PROGRAM SUPPORT PACKAGE 1    PROGRAM SUPPORT PACKAGE 2  
 INFORMAL DINNER    WELCOME FUNCTION    CONFERENCE BAG    CONFERENCE PROCEEDINGS  
 EXHIBITOR HAPPY HOUR    INNOVATION AWARD PRIZE N/A    KEYNOTE PRESENTATION (3)\*  
 CONCURRENT SESSION (9)\*    MASTER OF CEREMONIES    REGISTRATION BROCHURE  
 HANDBOOK    EXHIBITOR PRESENTATIONS    COFFEE CARTS    POCKET PROGRAM  
 HEALTH HUB DISPLAYS    HEALTH PROGRAM AWARD PRIZE    NAME BADGE    STUDENT PROGRAM  
 CONFERENCE APP    LUNCH SUNDAY    LUNCH MONDAY    LUNCH TUESDAY    LUNCH WEDNESDAY  
 MORNING BREAK (3)\*    AFTERNOON BREAK (4)\*    HISTORICAL DISPLAY    BAG INSERT

## EXHIBITION PREFERENCES

\* Allocation to be discussed

Your application for a display booth will be formally accepted when full payment is received.

- 2m x 2m DISPLAY BOOTH    6m x 2m DISPLAY BOOTH    3m x 2m DISPLAY BOOTH

DISPLAY BOOTH NUMBER PREFERENCES (Please confirm or add your preferred Booth Number/s)  or

**Business Name for Identification** - Please insert the name you wish

us to use to identify your Organisation in our publicity: \_\_\_\_\_

**Principal Contact** for future correspondence

Surname: \_\_\_\_\_ Title: \_\_\_\_\_ Given Name: \_\_\_\_\_

Organisation: \_\_\_\_\_ Job Title: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Payment** Queensland Resources Council Ltd - Safety Conference. (ABN 59 050 486 952)

All sponsorship amounts are inclusive of GST.

**Business Name** - Please insert the full Organisation

name to be used on invoice for this sponsorship: \_\_\_\_\_

Your application for a Display Booth will be formally accepted upon receipt of the whole payment.

Please indicate your preferred payment method by placing an  in the box next to that method.

- EFT: Remittance Advice Number:..... for the amount of \$.....**  
**to: "Queensland Resources Council Ltd – Safety Conference" (and not Queensland Resources Council Main Account please)**  
**National Australia Bank, Brisbane Qld 4000**  
**BSB: 084 004    A/C: 570238256**

OR  **Credit Card for the amount of \$.....** (No Bank Merchant Fee will be added for sponsorship or booth payments)

**"Queensland Resources Council Ltd – Safety Conference" will appear as the merchant on your statement.**

- VISA    MASTERCARD    AMEX

**(A representative of the Conference Organiser will telephone you for the card number for processing. Please insert first and last four numbers of your card)**

Card No: \_\_\_\_\_ Expiry: \_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

OR  **Cheque attached in the amount of \$..... payable to:**

**"Queensland Resources Council Ltd – Safety Conference"**

# CONTRACT CONDITIONS, RULES AND REGULATIONS AGREED TO BY THE EXHIBITOR

These rules and regulations have been drawn up for the purpose of providing a well-balanced, well-regulated attractive and successful exposition. In an effort to provide the greatest good to the greatest number, the Conference Committee reserves the right in all emergencies to make such rulings as may appear to be in the best interest of the entire Display Area and the Exhibitor agrees to abide by such rulings.

**A. DEFINITIONS** - Except in so far as the context or subject matter otherwise indicates or requires:

- "Display Area" means: The Conference Display Area, the nature of which is set out in the Display Area Information Sheet.
- "Exhibitor" means: The person(s) or company reserving space and includes its employees, servants, agents and any person or company engaged by them in connection with the Display Area who enters into or comes into the Display Area.
- "Display Area" means: The total area available for display booths and display space within which space is or has been allocated to the Exhibitor and includes any surrounding areas under the control of the Organiser.
- "Organiser" means: The Conference Committee of the Queensland Mining Industry Health and Safety Conference, its servants or agents or other person or persons appointed by it to act on their behalf.
- "Booth and Space" means: The space in the Display Area allocated to the Exhibitor for the duration of the Display Area, being the area illustrated on the plan in the Display Area Information Sheet.
- "Person" means: A natural person or persons, a corporation or corporations, a co-operative, association or group or any relevant state or federal government authority or department.

## **B. CONDITIONS**

1. The Exhibitor shall not assign or sublet any part of its display without the express consent of the Organiser in writing.
  2. If the Exhibitor fails to comply in any substantial respect with the terms, conditions, rules or regulations of this agreement, the Organiser shall have the right to re-allocate the space, the Exhibitor, however, to be liable for any loss suffered by the Organiser thereby and all monies paid by the Exhibitor hereunder shall be absolutely forfeited to the Organiser.
  3. If the Exhibitor fails to occupy the Booth or Space, the Organiser is authorised to occupy or cause the said Booth or Space to be occupied in such manner as it deems best for the interests of the Display Area without refund to the said Exhibitor.
  4. Microphones, sound amplifiers and machine demonstrations will only be permitted where the level of sound causes no annoyance to other Exhibitors or visitors. The Organiser shall be the sole judge as to whether there is any annoyance.
  5. The Organiser shall not be liable for damage to any exhibits caused by loss, theft, fire, water, storms, strikes, riots or the direct forcible interference or negligence of any person, or by any other cause whatsoever except for damage caused by the direct or forcible interference by the Organiser and it is hereby agreed and declared that the phrase 'or any other cause whatsoever' shall not be construed ejusdem generis with the preceding words.
  6. The Organiser will carry out general cleaning of aisles and passages daily, but it is the obligation of the Exhibitor to ensure the cleanliness and tidiness of its Booth or Space.
  7. Applications for additional electrical installation or current, or any modification thereof, must be made in writing.
  8. The Exhibitor is responsible for all personal injury or damage to property arising in connection with the Exhibitor's Booth or Space howsoever caused directly by the Exhibitor or any contractor, servant, agent, licensee or invitee or the Exhibitor or 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 use by the Exhibitor or any servant or any agency or by the display fitting contractor. The Exhibitor must take out adequate insurance in respect of all such claims and produce the premium receipts upon request.
- 8A. Limitation of Liability
- (a) Notwithstanding any other provision in these terms and conditions, the total liability of the Exhibitor to the Organiser, whether in breach of contract, tort, negligence, breach of statutory duty or warranty, contribution or strict liability or under an indemnity or any other basis in law or equity, is (to the extent permitted by law) in aggregate limited to the Price of the agreement.
- (b) Notwithstanding any other provision in these terms and conditions, and except to the extent that liability cannot be limited or excluded at law, the Exhibitor is not liable to the Organiser for any Consequential Loss which arises under or in connection with the agreement, and whether in breach of contract, tort, negligence, breach of statutory duty or warranty, contribution or strict liability or under an indemnity or any other basis in law or equity.
- (c) "Consequential Loss" means any consequential, indirect, remote or unforeseeable loss, including without limitation loss of profits or revenue, economic or financial loss, loss of production or loss by reason of shutdown or non-operation, loss of business opportunity, loss of goodwill or business reputation, loss of anticipated savings or increased financing costs and/or exemplary or punitive damage, suffered or incurred by the Organiser or any third party.
- This clause 8A survives the termination or expiry of this agreement.
9. The Exhibitor shall be liable for any damage to any walls or floors of the building, in which it occupies a Booth or grounds unless such damage has not been caused by any act or omission of the Exhibitor, proof which shall lie on the Exhibitor.
  10. Any floor loading shall not be exceeded by the Exhibitor and in the event of its being exceeded all floor damage in the Exhibitor's Booth shall be made good at the Exhibitor's expense.
  11. The Exhibitor shall be liable for any wall; floor or ground damage caused by it in going to or from its Booth or Space or in carrying any goods or exhibits to or from its Booth or Space.
  12. The Exhibitor agrees to display as required by the Organiser any entry card provided by the Organiser for the purpose of entering or leaving the Display Area or any other area.
  13. Displays and demonstrations are to be in keeping with the dignity and atmosphere of the Display Area and the Organiser reserves the right to reject any display or demonstration and to take any necessary steps to stop any disturbance or nuisance during the Display Area.
  14. The Exhibitor shall indemnify the Organiser in respect to any proceedings or action brought against the Organiser as a result of any breach by the Exhibitor of any regulation ordinance or by-law of any Government Department or duly constituted statutory authority.
  15. The Exhibitor undertakes to commence setting up its display Booth or Space within the times allocated.
  16. If the holding of the Display Area or the supply of any services by the Organiser is prevented, postponed, or abandoned by reasons of fire, lightning, natural disaster, labour dispute, strike, lockout, civil disturbance, explosion, inevitable accident or cause not within the control of the Organiser whether of the same sort or not, return a part of the costs of space paid by the Exhibitor. In any such case, the Organiser shall not be liable in any way whatsoever for any expenditure or liability or loss including consequential loss incurred by the Exhibitor.
  17. The documents constituting this agreement are: this document and the Display Area Information Sheet for the Display Area.
  18. The parties expressly agree that all the terms of this agreement are in the written documents and neither has relied on any representation or warranty of the other in entering this agreement.
  19. No cancellation may be considered unless the Exhibitor applies for such release from their obligation in writing.

**PLEASE COMPLETE THIS FORM AND RETURN BY EMAIL or MAIL TO:**

**The Conference Organiser**

**ACCLAIM Special Events and Meeting Management, 23 Deerhurst Road, Brookfield, Queensland 4069**

**Contact Robert Seaman: 0409 776 071 Email: robertseaman@acclaimsemm.com.au**