

exhibitors

Terms and Conditions

1. THE CONTRACT DEFINITIONS & INTERPRETATION

- 1.1 In these Terms & Conditions:
- The 'Organiser' means the Masters of General Practice Convention Pty Ltd (ABN: 13 112 050 272) trading as the Masters of General Practice Convention (herein after referred to as MGPC).
 - The 'Exhibitor' means the person identified in MGPC's form of application for exhibition space (as the Exhibitor in the 'Application').
 - The 'Application' means MGPC's form of application or booking form for exhibition space at the Convention.
 - The 'Contract' means the contract between the MGPC & Exhibitor on these Terms & Conditions, formed when MGPC accepts the Application.
 - The 'Convention' means the Convention, the subject of the Application.
- 1.2 A 'Contract' between MGPC & Exhibitor on these Terms & Conditions is formed when MGPC accepts the Application. MGPC is taken to have accepted an Application when MGPC forwards an invoice/receipt to the Exhibitor, or when 30 days have passed after MGPC receives the application, whichever occurs first.
- 1.3 These terms & conditions supersede all prior representations & agreements between MGPC & the Exhibitor concerning the Convention, & may be amended only in writing, signed by MGPC.

2. INSURANCE & RISK

- 2.1 The Exhibitor warrants that it has adequate, valid & enforceable public liability & other insurance policies required by MGPC. The policies must be taken out with a reputable Insurer approved by MGPC & must provide coverage required by MGPC.
- 2.2 At least 14 days prior to the commencement of the Convention, the Exhibitor must provide written evidence of current public liability insurance, or pay for public liability insurance offered by MGPC. Exhibitors will not be permitted to occupy access to the Exhibitor's Space without written proof of current public liability insurance cover.
- 2.3 The Exhibitor acknowledges that during set-up & installation the Convention site is similar to a construction site & may at times be hazardous. The Exhibitor must take its own due care to prevent personal injury & property damage arising from the hazards of the site, MGPC has no liability for such damage caused by any acts or omissions of the Exhibitor.
- 2.4 All property brought into the Convention venue by the Exhibitor shall be at the Exhibitor's risk.
- 2.5 Any unclaimed equipment or personal effects shall be deemed abandoned & disposed of by MGPC as deemed appropriate at the Exhibitor's cost.
- 2.6 MGPC will assume no responsibility for losses suffered in respect to lost or abandoned property.

- 2.7 The Exhibitor shall promptly comply with all Laws whatsoever & where applicable Directions from Government Authorities & these Terms & Conditions.

3. MGPC'S RIGHTS & OBLIGATIONS

- 3.1 MGPC, agrees to:
- organise, promote & hold the Convention
 - use its reasonable efforts to make available to the Exhibitor the Convention space specified in the Application ('Exhibitor's Space') for the Convention.
- 3.2 Notwithstanding MGPC's obligations, MGPC makes no representations or warranties as to the number of visitors to the convention, or the level of commercial activity generated in relation to the Convention.
- 3.3 MGPC shall have the right to change:
- Venue and/or Date
 - Extend/reduce Convention duration
 - Vary size, space or location of space allocated to Exhibitor at its absolute discretion, provided that MGPC shall give the Exhibitor a minimum of 8 weeks notice in writing of its intention to vary Convention details & it is expressly agreed upon receipt by the Exhibitor of MGPC's notice of intention to vary details of the Convention, the contract between MGPC & the Exhibitor shall be deemed to have been varied accordingly.

4. EXHIBITORS MANUAL

- 4.1 MGPC is entitled to take such action when exhibitors fail to comply with the directions as outlined in full within the Exhibitors Manual (under the following headings) to prevent damage to person or property:
- Objectionable Use or Persons
 - Booth Dimensions
 - Content of display & printed material
 - Compliance with Convention Hours
 - All Commercial Photography
 - Co-Exhibiting
 - PA Systems
 - Compliance with Laws, Regulations & Venue Guidelines

5. PRICE & PAYMENT PROVISIONS

- 5.1 Subject to these Terms & Conditions, The Exhibitor must pay the fee instalments specified by MGPC in the time & manner required by MGPC in accordance with the exhibition space booking form Application & Contract.

6. CREDIT CARD PAYMENTS

- 6.1 In accordance with the Payment Systems Regulations 2003 (Cwlth), MGPC reserves the right to charge the Exhibitor a fee, which MGPC may incur as a result of an Exhibitor who makes a payment by credit card.
- 6.1.1 MGPC discloses this fee, amounting to 2% of the total fees paid by the Exhibitor, is via these Terms & Conditions & in the tax invoices as issued by MGPC to the Exhibitor periodically.

7. CANCELLATION OR BREACH BY EXHIBITOR

- 7.1 Upon the Exhibitor signing the Application, the agreement is non-cancellable & no refund will be given, all monies will become due upon non-compliance by the Exhibitor. If the Exhibitor fails to remit deposit and/or balance after signing the application all monies will become due 7 days after the due date & in the case of the deposit being paid there will be no refund under any circumstances.
- 7.2 In the event of any breach by the Exhibitor of this Contract, MGPC may exercise one or more of the following remedies in addition to any remedies at law or otherwise under the Contract:
- re-allocate the Exhibitor's Space or refuse to allow the Exhibitor access to the Exhibitor's Space
 - without notice to the Exhibitor, take such action as is necessary to remedy the breach & require payment by the Exhibitor of the cost of such action
 - assert & maintain a lien over the Exhibitor's goods & materials until all amounts owing to MGPC by the Exhibitor are paid in accordance with the terms of this Contract
 - issue a notice to the Exhibitor requiring rectification of the breach within 7 days, & if the breach is not rectified within that time, terminate the contract without further notice. If the breach by the Exhibitor constitutes a contravention of any of the laws of WA, MGPC may, thereupon terminate the contract & remove the Exhibitor from the Convention & the Exhibitor's Space
- 7.3 If the Exhibitor defaults on this Contract, by not paying the account by the due date, the Exhibitor undertakes to pay late payment fees of 5% per month calculated on a daily basis on any amount outstanding & to indemnify MGPC & pay all costs & expenses on a solicitor/client basis if legal action is necessary, and/or any third party collection agency fees, which MGPC may incur in recovering any overdue account from the Exhibitor.
- 7.4 Failure to appear at the Convention will be considered as a breach of contract & there will be no refund of fees or monies paid.
- 7.5 The Exhibitor warrants that it will not sell, promote or intend to sell goods at the Convention, which are in any way a misrepresentation of or an infringement of intellectual property rights or copyright protected. The Exhibitor indemnifies MGPC from & against any & all claims, damages, losses & costs suffered or incurred by MGPC, which arise or may arise from any breach of this clause.



7.6 The Exhibitor indemnifies MGPC from & against any or all claims, damages, injuries, losses & costs suffered or incurred as a result or arising out of:

- (a) any breach of the Contract by the Exhibitor;
- (b) any demonstration by the Exhibitor
- (c) any act or omission (whether negligent or other) of the Exhibitor in connection with the Convention.

8. CANCELLATION BY MGPC

8.1 MGPC, may cancel the contract, at its discretion:

- (a) If any required deposit is not paid within 21 days of acceptance by giving notice to the Exhibitor, cancel the Contract: if any required deposit is not paid within 21 days of acceptance, or
- (b) By returning any deposit paid within 21 days of payment.

8.2 MGPC may, at any time prior to the commencement of the Convention, cancel the Convention by notice to the Exhibitor, if, in MGPC's opinion, the Convention would not be commercially viable for MGPC. If MGPC cancels the Convention, MGPC will within 30 days, refund to the Exhibitor, the full amount of fees previously paid by the Exhibitor.

9. TERMINATION

9.1 MGPC may terminate immediately the Exhibitor's Agreement upon any breach of the same or upon these Terms & Conditions.

9.2 All notices shall be in writing & delivered personally, by post or by courier.

10. FOOD & BEVERAGE SERVICE

10.1 The Convention Venue is solely authorised to provide food & beverage for the Convention, & the distribution of alcohol on the premises is strictly prohibited, except by the Venue Owner.

11. UNFORESEEN CIRCUMSTANCES

11.1 MGPC will not be liable for any expenditure, loss or liability to the Exhibitor in the event that the Convention be delayed, prevented or rendered impractical by any of the following events, to the extent that such an event is beyond reasonable control: fire; flood; riot; earthquake; 'Act of God'; labour disputes; civil or military commotion; terrorism; power failure; or any other ordinance, rule or regulation which becomes effective after the date of the Convention; MGPC may elect to terminate immediately without liability whatsoever.

11.2 If the Exhibitor Agreement is terminated pursuant to Sections 7; 8 & 9, MGPC shall be entitled to retain any money paid to it to the date of termination by the Exhibitor.

12. GENERAL

12.1 MGPC, may at any time, assign transfer or otherwise deal with any of its rights under these Terms & Conditions, as MGPC considers appropriate.

12.2 These Terms & Conditions supersede all prior representations & agreements between MGPC & the Exhibitor concerning the Convention, & may be amended only in writing, signed by MGPC.

12.3 The parties agree that if a part or all of the provisions of these Terms & Conditions is deemed illegal or unenforceable that it may be severed from these Terms & Conditions & the remaining provisions of these Terms & Conditions will continue to be in force for the Exhibitor & MGPC.

12.4 This Contract is governed by the laws applicable in Western Australia, & both the Exhibitor & MGPC submit to the non-exclusive jurisdiction of the Courts of that State.

12.5 MGPC is committed to handling your personal information in accordance with the Privacy Act 1988.



privacy policy

OUR COMMITMENT TO YOUR PRIVACY

At Masters of General Practice Convention Pty Ltd, we are committed to providing you with the highest levels of service. This includes respecting and protecting your privacy. We maintain that commitment, whether or not in any particular case the laws governing privacy apply. This is our policy on the collection, maintenance and disclosure of your personal information.

HOW WE COLLECT PERSONAL INFORMATION

The personal information we collect includes your name, address, occupation, contact details, credit card details and any other information that we receive that can be used to identify you.

We may collect personal information about you:

- 1. Directly from you when you contact us to obtain information about our products (including services) or to purchase our products.
- 2. From third parties, including our approved contractors and your representatives.
- 3. From publicly available sources of information (e.g. White Pages).

Occasionally we may publish surveys and collect personal information from your response to a survey. In aggregating the responses from a survey, we will remove any personally identifiable information.

Our primary purpose in collecting personal information about you is to provide you with our products in which you may be interested and inform you of other products that we offer.

We may use your personal information to:

- 1. Provide you with our products and inform you of other products that we offer.
- 2. Manage the provision of those products, including charging, billing & debt collection.
- 3. Research & develop our products and services.
- 4. Maintain & develop our business systems and infrastructure.

We do not collect your personal information for any other purpose, including the sale or other distribution of that personal information.

MAINTENANCE OF YOUR PERSONAL INFORMATION

We may store your personal information in electronic form in a secure computer or in paper form in a secure place. We employ reasonable and current security methods to prevent unauthorised access and maintain data integrity.

We are committed to holding accurate information and seek your help to ensure the information we hold about you is accurate, complete and current by informing us of any errors and keeping us up to date with any changes, such as your address or email.

You can access the personal information that we hold about you by contacting us. For security reasons, we may require you to put your request in writing.

WHEN WE USE OR DISCLOSE YOUR PERSONAL INFORMATION

We use your personal information for the purposes set out above. For those purposes, we may disclose your personal information to our staff and approved contractors that enable us do this and that are equally committed to maintaining your privacy. We may also disclose your personal information to our professional advisers, (including accountants, auditors and lawyers) that have obligations of confidentiality to us and to government and regulatory authorities and other organisations, as required or authorised by law.

CHANGES TO OUR POLICY

Changes to our Privacy Policy will be posted at our offices, and if we have a website, on our website. We recommend that you periodically visit those places for updates and changes to our Privacy Policy.

If we have a website, we may from time to time provide links to other websites. Please note that our Privacy Policy does not apply to any personal information collected by those linked websites.

CONTACTING US

If you would like to contact us about your personal information, or have any questions regarding this Privacy Policy, please contact our privacy officer at our offices by email, phone, fax or post.