



**HIRE22**  
24 – 26 MAY 2022  
**ADELAIDE**



## **Terms and Conditions - Sponsors**

### **1. TERMS**

These terms and conditions constitute an agreement between the Hire and Rental Industry Association Ltd ACN 093 630 847 (**Organiser**) and the person or company agreeing to sponsor (**Sponsor**) the Exhibition. The Sponsor agrees to abide by these terms and conditions when submitting a booking form to be a Sponsor of the Exhibition. The online Sponsor Booking Form and these terms and conditions together form the agreement between the parties (**Agreement**). The Organiser reserves the right to amend these terms and conditions from time to time depending on the circumstances that may arise and the Sponsor agrees to be bound by these terms and conditions (as amended) until their participation in the Exhibition has been completed.

### **2. DEFINITIONS**

**Booking** means a booking to Sponsor at the Exhibition.

**Business Day** means a day other than a Saturday, Sunday or public holiday in the state of New South Wales, Australia.

**Exhibition** means the exhibition for which the Sponsor makes an application for Sponsorship Rights and is to be read as including 'Convention or Conference'.

**Exhibition Date** means the date(s) stated on the Application.

**Exhibition Manager** means TARGETED PROGRAM MANAGEMENT PTY LTD (ACN 151 384 002).

**Exhibition Marks** means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity, including but not limited to trade marks, logos and copyright owned by the Organiser and provided to the Sponsor by the Organiser in connection with this Agreement.

**Fees** has the meaning given in clause 4(c).

**Force Majeure Event** means any event or circumstance beyond the reasonable control of a party, including but not in any way limited to an act of God, pandemic, strikes, lock-outs or other industrial disturbance, war, riots, acts of terrorism or hostilities, embargoes, civil commotion, national emergencies (whether in fact or law), lightning, storm, flood, fire, earthquake, other physical or natural disasters or accidents.

**Insolvency Event** means the happening of any one of the following events:

- (a) an application is made to a court for an order that a party be wound up or a liquidator, provisional liquidator, receiver or other administrator be appointed in respect of the party or a party enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors;
- (b) a party is, or states that it is, unable to pay its debts when they fall due; or
- (c) any secured creditor of a party enforces its security.

**Member** means a person whose application for membership with the Hire and Rental Industry Association Ltd has been accepted, and in respect of which all membership fees have been paid and are up to date.

**Organiser** means 'Hire and Rental Industry Association Limited'.

**Sponsor** means any person who has applied for and been allocated Sponsorship Rights at the Exhibition.

### **HIRE AND RENTAL INDUSTRY ASSOCIATION LIMITED**

ACN: 093 630 847 ABN: 70 093 630 847

PO Box 1304 Mona Vale NSW 1600 **P**: 02 9998 2255 **F**: 02 9998 2299

**E**: [info@hireandrental.com.au](mailto:info@hireandrental.com.au) **W**: [www.hireandrental.com.au](http://www.hireandrental.com.au)

**Sponsor Booking Form** means the official online sponsor booking form containing the specific details of the Sponsors booking that is required to be completed and submitted to confirm the booking. **Sponsor Marks** means any trade mark, logo, or other mark provided to the Organiser by the Sponsor in connection with this Agreement.

**Sponsorship Rights** means those rights set out in clause 7.

### 3. EXHIBITION DATES

The Organiser reserves the right at all times to postpone or reschedule the Exhibition Date to a date which is, in the opinion of the Organiser, most appropriate for such an Exhibition, and without any liability to the Organiser for any losses, damages or expenses the Sponsor may incur as a result.

### 4. APPLICATION FOR SPONSORSHIP RIGHTS AND PARTICIPATION

Participation in the Exhibition by the Sponsor is subject to:

- (a) the acceptance of the Sponsor Booking Form by the Organiser in its sole and absolute discretion; and
- (b) the Sponsor completing the registration process by completing and submitting the online Sponsor Booking Form.
- (c) the acceptance by the Sponsor of the Terms and Conditions current at the time of Booking
- (d) Acceptance will be expressly confirmed in writing by the Organiser upon receipt of a fully completed **Sponsor Booking Form** and Sponsor acceptance of the Terms and Conditions.
- (e) On confirmation of the Booking, the Sponsor is considered as confirmed for the Exhibition and the Organiser will issue an invoice for the Booking (**Fees**). Payment of the Fees will be due on the earlier of:
  - (i) within thirty (30) days of the date of invoice; and
  - (ii) by 1 April 2022 (if invoiced after 1 March 2022).
- (f) On receipt of the Fees, the Organiser may agree to make the Exhibition Marks available to the Sponsor in accordance with and subject to, the provisions set out in clause 9.
- (g) If the Sponsor fails to make full payment of the Fees in accordance with the date(s) specified on the invoice, the Organiser may terminate this Agreement in accordance with the provisions of clause 16.

### 5. ALLOCATIONS

- (a) Following acceptance of the Sponsor Booking form, the Organiser will issue the Sponsor an exhibition space (if relevant) (**Exhibition Space**).
- (b) On acceptance of a Sponsor Booking form, the Organiser will provide written confirmation of the allocated Exhibition Space and inclusions when available, as well as a tax invoice for the total amount payable.
- (c) Whilst the Organiser will endeavor to allocate Exhibition Spaces in line with the expressed preferences of the Sponsor (if any), the allocation of Exhibition Spaces (including location of such Exhibition Spaces) by the Organiser is final. The Sponsor agrees to accept the allocated Exhibition Space.

### 6. USE OF EXHIBITION SPACE

- (a) The Sponsor must not assign, sublet or share the whole or any part of its Exhibition Space with another person or organisation without the prior written consent of the Organiser.
- (b) The Sponsor must not:
  - (i) erect any sign, display or obstruction beyond its allocated Exhibition Space, whether or not into an adjoining exhibition space or common area;

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- (ii) damage in any way the walls, floors, ceilings or any other surface of the Exhibition venue or the Exhibition Space;
- (c) do anything which may vary or render void or voidable any insurance policy maintained by the Organiser or the Exhibition venue.
- (d) The Sponsor is only permitted to exhibit its own products or services at the Exhibition. The Sponsor is not permitted to distribute promotional material or promote its organisation anywhere other than from its Exhibition Space or preordained locations indicated in the particulars of the Sponsor Booking Form.

## **7. SPONSORSHIP RIGHTS**

Upon payment of the Fees on the dates set out in the Sponsor Booking form:

- (a) the Organiser grants the Sponsor the non-exclusive, non-transferrable, limited, royalty free right to use the Exhibition Marks in accordance with this agreement;
- (b) the Organiser grants the Sponsor those benefits detailed in the purchased sponsorship package, being the sponsorship package identified in the Sponsor booking form.
- (c) the Sponsor grants the Organiser the non-exclusive, non-transferrable, limited, royalty free right to use the Exhibition Marks in accordance with the agreement.

## **8. SPONSOR OBLIGATIONS**

- (a) The Sponsor must not conduct any marketing or promotion not included within its Sponsorship Rights, including but not limited to:
  - (i) leaving business cards on tables;
  - (ii) standing in walkways to hand out information and/or materials or conduct seat drops.
- (b) The Sponsor must notify the Organiser of the identity of its nominated speaker at the Exhibition (if applicable) and the title of the speaker's presentation not later than 12 weeks before the scheduled date of the Exhibition.

## **9. USE OF MARKS**

- (a) The Sponsor must, no less than 8 weeks prior to the Exhibition start date, submit to the Organiser for its prior written approval, pre-production samples of any advertising, promotional or other material or press release which associates the Sponsor with the Exhibition, or which incorporates the Exhibition Marks, before their distribution, production or sale.
- (b) Subject to clause 9(a), a Sponsor may use the Exhibition Marks to promote its sponsorship of the Exhibition on its website, social media, print media and other agreed forms with the Organiser's prior consent.
- (c) All materials promoted, published, distributed or sold and which are associated with the Exhibition or which incorporates the Exhibition Marks must comply in all respects with the samples provided to the Organiser and approved in accordance with clause 9(b) and to immediately withdraw them, at the Sponsor's cost, from circulation at the request of the Organiser if they do not.
- (d) Any media release relating to the Sponsor's involvement in the Exhibition must not be published without the Organiser's prior written consent.
- (e) The Organiser may use the Sponsor Marks as set out in the Sponsor Booking Form without the Sponsor's consent.
- (f) The Sponsor must not:

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- (i) apply for registration of any part of the Exhibition Marks or anything confusingly similar to the Exhibition Marks as a trade mark for any goods or services;
- (ii) use the Exhibition Marks, any part of them or anything confusingly similar to them in its trading or corporate name;
- (iii) do or permit anything to be done which might adversely affect, or diminish the value of, the Exhibition Marks.

## **10. CANCELLATIONS**

- (a) Where permitted, a Sponsor may cancel all or part of their Sponsor Booking form. All notifications of cancellation must be provided to the Organiser in writing and emailed to [HIRE22@hireandrental.com.au](mailto:HIRE22@hireandrental.com.au).
- (b) The Organiser will refund payment of the Fees in accordance with the below:
  - (i) Cancellation received more than three (3) months prior to the Exhibition Date: 80% refund of Fees;
  - (ii) Cancellation received more than two (2) months but less than three (3) months prior to the Exhibition Date: 60% refund of Fees;
  - (iii) Cancellation received more than 45 days but less than two (2) months prior to the Exhibition Date: 25% refund of Fees; or
  - (iv) Cancellation received less than 45 days prior Exhibition Date: no refund.

## **11. TRANSFER OF SPONSORSHIP RIGHTS**

The Sponsor must not assign any of its rights under this Agreement without the prior written consent of the Organiser, which consent may be withheld by the Organiser in its absolute discretion.

## **12. INTELLECTUAL PROPERTY**

- (a) Nothing in this Agreement impacts on a party's intellectual property which exists and is owned by a party on or before the date the Sponsor Application Form is agreed to by the Sponsor, or that are brought into existence, developed or created after the date of Sponsor Application Form but independently of, or unconnected with, this Agreement.
- (b) All promotional materials created by the Organiser using Sponsor Marks in connection with this Agreement remain the sole property of the Organiser.
- (c) The Exhibition Marks remain the exclusive property of the Organiser.
- (d) The Organiser will own all rights in any copy, translation, modification, adaptation or derivation of the Exhibition Marks.

## **13. LIMITATION OF LIABILITY**

- (a) The Sponsor uses the Exhibition Space, the Exhibition venue and all associated facilities at its own risk.
- (b) To the maximum extent permitted by law, the Organiser excludes all indirect or consequential liability and all liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred (whether or not arising from negligence) by the Sponsor in connection with the Exhibition.

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- (c) Any liability incurred by the Organiser, and the Sponsor's sole remedy in connection with the Exhibition will be limited, at the Organiser's election, to the replacement of any goods or services or the repair of any goods (or reasonable payment for same), save that nothing in this agreement is intended to limit, exclude or modify or purport to do so, the guarantees as provided under the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law.

#### **14. COMPLIANCE WITH RULES**

The Sponsor must comply with:

- (a) all statutory regulations and legal requirements;
- (b) any rules provided by the owner of the Exhibition venue;
- (c) any reasonable directions of the Organiser and the owner of the Exhibition venue in relation to the Exhibition.
- (d) all Exhibitor Terms and Conditions where allocation of Exhibition Space forms part of the Sponsorship Rights.

#### **15. WARRANTY**

- (a) The Sponsor represents and warrants all Sponsor Marks and other materials supplied by the Sponsor to the Organiser in connection with this Agreement are correct, accurate, not misleading or deceptive in any way and do not infringe any third party intellectual property rights.
- (b) If the Sponsor Marks or other materials provided by the Sponsor include third party intellectual property, the Sponsor represents and warrants that it has obtained all necessary consents from the third party for the Organiser to use their intellectual property in accordance with this Agreement.

#### **16. TERMINATION**

- (a) The Organiser may terminate this Agreement immediately on the provision of written notice to the Sponsor if:
  - (i) the Sponsor commits a material breach of any of its obligations under this Agreement which cannot be remedied;
  - (ii) the Sponsor commits a material breach of any of its obligations under this Agreement and fails to remedy such breach within 14 days' of receiving written notice from the Organiser requiring it to do so;
  - (iii) the Sponsor acts in a way that might in the sole opinion of the Organiser, bring the Exhibition into disrepute or damage the reputation of the Exhibition or Organiser;
  - (iv) the Sponsor suffers an Insolvency Event;
  - (v) the Organiser is prevented by any law, regulation or requirement of any government or governmental authority from complying with its obligations under this Agreement (whether in part or in full).
- (b) The Sponsor acknowledges and agrees that a series of minor breaches may constitute a material breach.
- (c) If this Agreement is terminated by the Organiser under this clause:
  - (i) all rights of the Sponsor under this Agreement, including the right to use the Exhibition Marks, are terminated;
  - (ii) all monies paid to the Organiser as at the date of the termination, including but not limited to, the Fees, are forfeited to the Organiser;

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- (iii) the Sponsor must deliver to the Organiser all documents and other materials (including all copies) in its possession relating to the Exhibition Marks and do such further things as may be reasonably required by the Organiser to protect its right, title and interest in the Exhibition Marks.

## 17. UNDESIRABLE ACTIVITIES

The Organiser reserves the right to refuse admission or eject the Sponsor or its representatives from the Exhibition due to (but not limited to):

- (a) failure by the Sponsor to comply with these terms and conditions; or
- (b) the Sponsor representing a security risk, nuisance or in any way interfering with the operation or integrity of the Exhibition,

in each case without liability on the part of the Organiser to refund any monies to the Sponsor.

## 18. FORCE MAJEURE AND CANCELLATION OF EXHIBITION

- (a) The Organiser is not liable to the Sponsor for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to a 'Force Majeure Event'.
- (b) On occurrence of a Force Majeure Event, the Organiser may, in its sole and absolute discretion, cancel the Exhibition.
- (c) The Organiser may cancel the Exhibition if the Organiser is prevented by any law, regulation or requirement of any government or governmental authority from complying with its obligations under this Agreement (whether in part or in full).
- (d) In the event of cancellation of the Exhibition for any reason (including, without limitation, cancellation under clause 18(c) or by reason of a Force Majeure Event) the Organiser will notify the Sponsor of the cancellation as soon as reasonably practicable. The Sponsor agrees that:
  - (i) the Organiser will not be in breach of this Agreement by virtue of that cancellation;
  - (ii) (without prejudice to their rights and liabilities arising before the cancellation), the parties will be, in respect of the period following the Organiser's notice to the Sponsor, relieved of their rights and obligations under this Agreement in respect of the Exhibition; and
  - (iii) the Sponsor will not be entitled to receive any refund of any part of the Fees paid.

## 19. INDEMNITY AND INSURANCE

- (a) Sponsors are responsible to insure for loss, damage or theft of all products brought to the exhibition, including transportation to and from the event. Sponsors must effect and maintain for the duration of the Exhibition (including bump-in and bump-out periods) public liability insurance with a reputable insurer and on terms and conditions acceptable to the Organiser. A copy of this insurance certificate must be provided to the Exhibition Manager as per the required method requested.
- (b) The Sponsor indemnifies and releases the Organiser, its employees, agents, contractors and sub-contractors from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by the Organiser, its employees, agents, contractors and sub-contractors arising out of or in connection with (but not limited to):
  - (i) any breach of these terms and conditions by the Sponsor;
  - (ii) the Sponsor's use of the Exhibition Space and attendance at the Exhibition;
  - (iii) any third-party intellectual property infringement claims brought in response to the Organiser's use of the Sponsor Marks;
  - (iv) any injury or damage to persons or property due to any act or omission of the Sponsor;

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- (v) any damage to the Exhibition venue or any goods or other property located at the Exhibition venue.
- (c) The Sponsor must effect public liability insurance of at least \$10,000,000 in regard to the Exhibition Space covering loss from public risk, fire and theft with the Organiser's interest under this agreement noted on the policy of insurance.
- (d) The Sponsor must, prior to the commencement of the Exhibition, provide the Organiser with a certificate of currency evidencing the insurance referred to in the preceding clause.

## **20. MISCELLANEOUS**

- (a) These terms and conditions and the online Sponsor Booking Form together contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings between the parties in connection with it.
- (b) In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.
- (c) This Agreement will be construed in accordance with and governed by the laws of the State of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that state and waives any objection that it may have that proceedings have been brought in an inconvenient forum.
- (d) The Sponsor must comply with:
  - (i) all statutory regulations and legal requirements;
  - (ii) any rules provided by the owner of the Exhibition venue;
  - (iii) any reasonable directions of the Organiser and the owner of the Exhibition venue in relation to the Exhibition.