



VMS EVENT & CONFERENCE LOGISTICS

CLIENT TERMS AND CONDITIONS

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Date

2011

VMS EVENT & CONFERENCE LOGISTICS:

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Fax: +61 2 9540 4246
Email: mike@conferencesystems.com.au

(“We/Us”)

[CLIENT NAME ACN]:

Address: Client Address
Email: Client Email

(“You”)

1. Definitions & interpretation

1.1 In this document words in italics are references to legislation or have the meaning set out below:

“**administrator access**” means the rights, tools and instructions to create and edit *event* details on a website

“**agreement**” means the agreement comprising this document, an *service proposal* and *policies*

“**business day**” means a day other than a Saturday, Sunday, bank holiday or public holiday in the state or territory the laws of which apply to this document

“**default interest rate**” means the cash rate published by the Reserve Bank of Australia from time to time, plus 4%

“**delegate**” means all persons and corporations attending or involved in any way in an *event*

“**delegate bookings**” means an *event* registration requested by a delegate and accepted by us on your behalf

“**event**” means a conference, sporting, social, charity or other *event* which *you* have asked us to manage on your behalf

“**event proposal**” means a document, letter or email from *us* to *you* setting out the details and charges for an *event*

“**GST Act**” means a new tax system (*Goods & Services Tax) Act (1999)*

“**party**” means a person defined at the beginning of this *agreement* as a party. Where a person is a party in the capacity of a guarantor only, unless the context otherwise indicates, this *agreement* does not create rights and obligations otherwise than as a guarantor

“payments” means payments made by delegates to *us* either directly or via our contracted *payments gateway*

“payments gateway” means a secure website provided by a third party for the collection of payments by credit card, BPAY, bank transfer and other electronic means

“policies” means all policies and procedures published by *us* on *your* website

“RegoDirect” means *our* website located at URL, www.regodirect.com.au

“service” means event management services

“you” means a client that has engaged the services of VMS Event & Conference Logistics Pty Ltd

“we/us” means VMS Event & Conference Logistics Pty Ltd

- 1.2 The following rules of interpretation apply unless the context requires otherwise:
- (a) the singular includes the plural and conversely;
 - (b) a gender includes all genders; and
 - (c) a reference to “*person*” includes a corporation.

2. Agreement

- 2.1 This document describes the terms and conditions on which *we* provide *services* to *you*. The terms of this document are incorporated in every agreement between *us* and *you* for the provision of *services*. Each agreement comprises:
- (a) this document;
 - (b) the *event proposal*; and
 - (c) *policies* (which change from time to time, published on www.vmsconferences.com.au)
- 2.2 Each time *you* use *our service*, *you* confirm *your* agreement to be bound by the *event proposal*, this document and the terms of *our policies* at the date *you* use *our service*. *We* will ask *you* to sign and return a copy, or otherwise acknowledge the terms of the *event proposal*. However, if *you* do not sign a copy or otherwise acknowledge the terms of the *event proposal*, *you* agree with the terms of the *event proposal*, this document and *policies* each time *you* use *our service*.
- 2.3 An *event proposal* may contain conditions that vary or supplement this document, in which case, to the extent of any inconsistency, the terms of the *event proposal* shall prevail.

3. Agency

- 3.1 *You* appoint *us* as your agent to promote and publish information in relation to the *event*, to take *delegate bookings* and to receive *payments*.
- 3.2 *You* authorise *us* to disclose to all third parties including *delegates* that *we* act in the capacity of *your* agent.
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4. Service

- 4.1 The *service we provide* is set out in the *event proposal*. If *you* request additional *services* or changes to the *services we may* at *our* election:
- (a) Issue an amended *event proposal* or variation to the *event proposal* specifying the additional or varied *services* and the charges. *We* will ask *you* to sign and return a copy, or otherwise acknowledge the terms of the replacement *event proposal* or variation of *event proposal*. However, if *you* do not sign a copy or otherwise acknowledge the terms, *you* agree with the terms when *you* continue to use *our service*; or
 - (b) Recover from *you* charges and expenses for the requested variations at rates in line with the charges and expenses detailed in the *event proposal* as reasonably assessed by *us*.
- 4.2 *We* agree to use *our* best endeavours to provide *our services* in a professional manner, comparable to the standard of service and professionalism generally provided by professional event and conference managers.

5. Invoices and Payments

- 5.1 To the extent that any payment payable under this agreement is consideration for a *taxable supply* for the purposes of the *GST Act*, the *recipient* of the *taxable supply* must pay to the supplier any *GST* payable in respect of that *supply* in accordance with the *GST Act*.
- 5.2 *You* agree to make all *payments* due under this agreement within 14 days of the date *we* issue a *tax invoice* to *you*.
- 5.3 *You* agree to pay *interest* at the *default interest rate* on overdue amounts calculated daily from the due date until the payment date. In the event *our* invoice or any part thereof remains outstanding after 14 days, *you* authorise *us* to pay ourselves from funds held for *you* on trust, such amount as shall then be outstanding.

6. Delegate, Sponsor and Other Third Party Payments

- 6.1 *You* authorise *us* to receive *payments* from sponsors, delegates and any other parties associated with *your event*. *We* agree all such *payments* will be held by *us*, on trust, for *you*.
- 6.2 *We* will endeavour to collect all *payments* due to *you* by sponsors, *delegates* and other third parties where necessary by writing one letter requesting payment and making one phone call requesting payment.
- 6.3 *You* authorise *us* to accept the request by any person for registration as a delegate without making an enquiry as to their eligibility or entitlement to attend the *event*.
- 6.4 *We* will endeavour to collect payment from all delegates at the time of registration. However, if a request for registration is not accompanied by payment, *you* authorise *us* to accept the registration and to invoice the delegate on *your* behalf.
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- 6.5 We will provide and offer to delegates an on-line payment facility using a secure *payment gateway*, for payments by electronic funds transfer to *our* trust account, MasterCard and Visa and PayPal only.
- 6.6 You agree to reimburse *us* for merchant fees and all other service charges imposed by banks and on-line payment gateway providers.
- 6.7 You authorise *us* to receive all delegate *payments* made to *us* by any method and to hold such *payments* on trust for *you* on the terms and conditions of this agreement.

7. Event Registration Portal

We agree to use an integrated on-line registration portal such as www.regodirect.com.au or a similar portal to promote the *event* and take delegate registrations. You agree to reimburse *us* for all fees and charges imposed by the registration portal provider.

8. Limitation of Liability

- 8.1 To the extent permitted by law, in no event shall *we* or *our* suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with *our service* or this agreement (however arising, including negligence).
- 8.2 You acknowledge the on-line registration portal and the on-line *payments gateway* are provided by third party suppliers. We do not guarantee continuous, uninterrupted or secure access by delegates to these *services*. The operation of these *services* may be interfered with by numerous factors outside of the control of *us* and the service providers. To the extent that such factors are outside of *our* control, *we* shall not be liable for any loss to *you*.
- 8.3 To the extent permitted by law, *our* liability to *you* or any third parties in any circumstances is limited to the greater of:
- (a) The amount of fees *you* pay to *us* for the *event*; or
 - (b) \$1,000.00.

9. Indemnity

- 9.1 You indemnify *us* against any and all loss, damage or liability incurred or suffered (including legal fees and costs on a solicitor and own client basis) if *we* become liable to pay damages arising out of or as a consequence of or incidental to:
- (a) The non performance by *you* of *your* obligations and duties under this agreement; or
 - (b) *Your* obligations to any third parties; or
 - (c) Any liability to any third party arising out of our conduct as your agent.
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10. Intellectual Property

- 10.1 *You* agree to only provide to *us* for publication copyright works, trade marks and confidential information owned by *you* or in respect of which *you* have a licence authorising use in that manner for the duration of the publication. *You* agree if requested by *us*, to provide confirmation of such ownership or licence.
- 10.2 Solely to enable *us* to use the information *you* supply to *us*, so that *we* are not violating any rights *you* may have in that information, *you* agree to grant to *us* a non-exclusive, world wide, perpetual, irrevocable, royalty free right to use the copyright work, trade marks and confidential information to provide the *service*.

11. Breach and Termination

- 11.1 *We* may terminate this agreement by written notice effective immediately in the event *you* commit an act of bankruptcy (as defined by the *Bankruptcy Act 1996 (Cth)*), make a scheme of arrangement with creditors, are placed in receivership, liquidation, administration or any form of insolvency administration.
- 11.2 *We* may terminate this agreement where:
- (a) *You* have breached a provision of this agreement; and
 - (b) *We* have given *you* written notice requiring rectification of the breach; and
 - (c) *You* have failed to rectify the breach within a reasonable period to *our* satisfaction.

12. Notices

12.1 Method of giving notices

A *notice*, consent, approval or other communication (each a "*notice*") under this document must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is given and:

- (a) sent by pre-paid mail to that person's postal address;
- (b) transmitted by facsimile to that person's facsimile number; or
- (c) sent by electronic mail to that person's email address.

12.2 Time of receipt

A *notice* given to a person in accordance with the clause is treated as having been given and received:

- (a) If sent by pre-paid mail, on the third *business day* after posting;
 - (b) If transmitted by facsimile to a person's facsimile number and a correct and complete transmission report is received, on the day of transmission if a *business day*, otherwise on the next *business day*; or
 - (c) If sent by electronic mail and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted, on the day of sending if a *business day*, otherwise on the next *business day*.
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13. General

13.1 Amendment

This *agreement* may only be amended or supplemented in writing, signed by the *parties*.

13.2 Waiver

The non-exercise of or delay in exercising any power or right of a *party* does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the *party* to be bound by the waiver.

13.3 Liability of parties

If two or more persons are included within the same defined term in this *agreement*:

- (a) a liability of those persons under this *agreement* is a joint liability of all of them and a several liability of each of them;
- (b) a right given to those *parties* under this *agreement* is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by each of them is made by each of them in respect of itself.

13.4 Entire agreement

This *agreement* is the entire agreement of the *parties* on the subject matter. The only enforceable obligations and liabilities of the *parties* in relation to the subject matter are those that arise out of the provisions contained in this *agreement*. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this *agreement*.

13.5 Severability

Any provision in this *agreement* which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of that invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

13.6 Assignment

The rights under this agreement are personal to *you*. *You* may not transfer or assign *your* rights to a third party without *our* prior written consent.

13.7 Counterparts

This *agreement* may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

13.8 Attorneys

Each attorney who executes this *agreement* on behalf of a *party* declares the attorney has no notice of the revocation or suspension of the power of attorney by the grantor or

in any manner of the power of attorney under the authority of which the attorney executes this *agreement* and has no notice of the death of the grantor.

13.9 **Confidentiality**

Each *party* must treat the existence and terms of this *agreement* confidentially.

14. Law and jurisdiction

14.1 **Governing law**

This *agreement* is governed by the law in force in New South Wales.

14.2 **Submission to jurisdiction**

The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with this *agreement*.

NOTE: The following conditions apply only if *you* have been given *administrator access* to www.regodirect.com.au. To the extent of any inconsistency with other terms of this document, the following clauses prevail.

15. RegoDirect Terms of Use

15.1 *We* agree, at *your* request, to give *you* “*administrator access*” to the website of *our* registration portal provider at www.regodirect.com.au, subject to the provisions of this clause.

15.2 *RegoDirect* provides an integrated portal to enable *you* to design, construct and manage *your* own on-line *event* registration facility for use by *you* and delegates. It may provide a link to *your* nominated *payments gateway*. *We* are not involved in the transactions between *you* and delegates, *you* and *your* nominated *payments gateway*, nor delegates and *your* nominated *payments gateway*. If *you* wish to use a *payments gateway*, *you* are required to establish *your* own service agreement with a gateway provider. *We* agree to provide a link from *RegoDirect* to *your* gateway service provider.

15.3 The *service* is provided on an “*as is*” basis. To the extent permitted by law, *we* disclaim any implied warranties of fitness for a particular purpose.

15.4 *We* do not guarantee continuous, uninterrupted or secure access to *RegoDirect*. The operation of *RegoDirect* may be interfered with by numerous factors outside of *our* control. To the extent such factors are outside of *our* control, *we* shall not be liable for any loss to *you*.

15.5 *You* acknowledge *you* have read and understood the *RegoDirect terms of use* containing details of *our* obligations to Conference Communications Systems, the owner of the *RegoDirect* website and *you* agree that *you* will not do anything that may cause *us* to be in breach of *our* obligations under the *RegoDirect* terms of use.

- 15.6 In addition to all other rights provided in this agreement, *we* may terminate *your administrator access* rights to *RegoDirect* without notice in the event *you* breach the provisions of clause 15.5 above.