



VENUE CONFERENCE AGREEMENT

Between

The person stipulated at Item 1 of the Reference Schedule

(“**Venue**”)

And

The person stipulated at Item 2 of the Reference Schedule

(“**Client**”)

And / or

The person stipulated at Item 3 of the Reference Schedule

(“**PCO**”)

This Agreement is provided in locked .pdf format and contains variable and standard terms & conditions.

Variable Terms & Conditions:

The variable terms and conditions are contained in, and varied by insertion of information in:

- Items 1 through 18 of the Reference Schedule;
- Clause 7.2 (to be completed by the PCO);
- Schedule 3 “Special Conditions”

Standard Terms & Conditions:

The standard terms and conditions are contained in clause 1 through 10 (7.2 excluded) and do not change

Venue Conference Agreement



This Agreement is made on: (insert date here) _____ 20__

Reference Schedule

Item:	Description:	Insert Details:	Clause Ref:
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PARTY AND CONFERENCE DETAILS

Item 1:	Venue:		
Item 1(a)	Venue Address:		

Item 2:	Client:		
Item 2(a)	Client Address:		

Item 3:	PCO:	Trading Name:	
		Is PCO contracting as agent for Client: YES / NO	
Item 3(a)	PCO Address:		

PCO as Agent

Where the PCO executes this Agreement in its capacity as agent for the Client (as indicated immediately above), then either upon execution or the separate written acknowledgement of the Client:

- (a) the Client appoints the PCO to be its agent for the Conference;
- (b) the PCO agrees to act as agent for the Client in respect of the Conference and this Agreement; and
- (c) the Venue shall without further enquiry be entitled to rely upon the authority of the PCO to deal with the Venue as agent for the Client in respect all matters related to and incidental to this Agreement, unless the Client advises the Venue to the contrary in writing; and / or provides to the Venue in writing the limits of authority held by the PCO as agent.

Item 4:	Conference:		
Item 4(a):	Conference Start Date:		

Venue Conference Agreement



Item:	Description and Details:	Clause Ref:
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ACCOMMODATION

Item 5:	Accommodation Block:			Clause 1
	Date	Room Type	Room Block / Number	Room Rate (AUD incl GST)
		1. 2. 3. 4.		
		1. 2. 3. 4.		
	Item 5(a):	Total Estimated Accommodation Block Charges:		\$
	Item 5(b):	Is Delegate responsible for Room charges / costs:		Yes / No <i>(delete one)</i>

(Unless otherwise agreed in writing to the contrary, the Room Rates quoted above are valid until the Agreement return date stipulated in Item 18, and in the event that the signed Agreement is returned to the Venue after that date then the Venue reserves the right to re-quote the Room Rates, unless the Venue executes this Agreement in which case the Venue shall be bound.)

Item 6:	Commission:	Room Rates quoted above:	Clause 1.3
		- are gross and include commission to the PCO at 10 % (exc GST) <input type="checkbox"/>	
		or (tick as appropriate)	
		- are nett, non-commissionable <input type="checkbox"/>	
	Item 6(b):	Override percentage to the PCO:	_____ %

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Item 7:	Deposit / Deposit Schedule:			Clause 1.4
	Deposit Schedule	Date	Calculation of Deposit	Deposit Amount
	With return of signed Agreement		____% of Estimated Total Conference Charges	\$_____
	90 days prior to Conference		____% of Estimated Total Conference Charges	\$_____
	60 days prior to Conference		____% of Estimated Total Conference Charges	\$_____
	30 days prior to Conference		____% of Estimated Total Conference Charges	\$_____
	Total Deposit paid pre-Conference:		____% of Estimated Total Conference Charges	\$_____

Item 7(a):	Non-refundable Deposit:	The Deposit amount that is non-refundable is \$_____	Clause 1.4(c)
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Item 8:	Payments to Venue:		Annexure A
	Direct Credit:	Account Name: _____ Branch Address: _____ BSB: _____ Account: _____	
	Cheque:	Payee: _____ Postal Address: _____ Attention: _____	
	Credit Card Processing Fee	1.5% 3% ____%	(circle one)

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Item 9:	Accommodation Block Reduction and Cancellation:	Clause 1.5
Days prior to Conference Start Date:	Agreed Fees and Charges payable to the Venue:	
Item 9(a): 180 to 91 days	<p>Cancellation of the Conference will incur a fee equivalent to ____ % of the Total Estimated Accommodation Block Charges stipulated in Item 5(a) above.</p> <p>Or, if not cancelled: ____ % of the total Accommodation Block stipulated in Item 5 may be cancelled without incurring a fee; however</p> <p>A cancellation fee equivalent to one night's Room Rate will be charged to the Client or PCO (as the case may be) for every Room Night cancelled over ____ % of the total Accommodation Block stipulated in Item 5;</p> <p>Cancelled Rooms will be released by the Venue for hire or re-sale.</p>	
Item 9(b): 90 to 61 days	<p>Cancellation of the Conference will incur a fee equivalent to ____ % of the Total Estimated Accommodation Block Charges stipulated in Item 5(a) above;</p> <p>Or, if not cancelled: ____ % of the total Accommodation Block remaining after cancellations calculated under Item 9(a) may be further cancelled without incurring a fee; however</p> <p>A cancellation fee equivalent to one night's Room Rate will be charged to the Client or PCO (as the case may be) for every Room Night cancelled over ____ % of the total Accommodation Block stipulated in Item 5;</p> <p>Cancelled Rooms will be released by the Venue for hire or re-sale.</p>	
Item 9(c): 60 to 31 days	<p>Cancellation of the Conference will incur a fee equivalent to ____ % of the Total Estimated Accommodation Block Charges stipulated in Item 5(a) above;</p> <p>Or, if not cancelled: ____ % of the total Accommodation Block remaining after cancellations calculated under Item 9(b) may be further cancelled without incurring a fee; however</p> <p>A cancellation fee equivalent to one night's Room Rate will be charged to the Client or PCO (as the case may be) for every Room Night cancelled over ____ % of the total Accommodation Block remaining after cancellations calculated under Item 9(b);</p> <p>Cancelled Rooms will be released by the Venue for hire or re-sale.</p>	

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Item 9(d): 30 to 8 days	<p>Final Rooming List due 30 days prior to the Conference Start Date;</p> <p>Cancellation of the Conference will incur a fee equivalent to ___ % of the Total Estimated Accommodation Block Charges stipulated in Item 5(a) above;</p> <p>Or, if not cancelled:</p> <p>A cancellation fee equivalent to one night's Room Rate will be charged to the Client or PCO (as the case may be) for every Room Night cancelled over ___ % of the total Accommodation Block remaining after cancellations calculated under Item 9(c);</p> <p>Cancelled Rooms will be released by the Venue for hire or re-sale.</p>
Item 9(e): 7 days prior	<p>A cancellation fee will be charged to the Client or PCO (as the case may be) equivalent to the total cost for every Room Night cancelled of the total Accommodation Block remaining after cancellations calculated under Item 9(d);</p> <p>Cancelled Rooms will be released by the Venue for hire or re-sale.</p>
Conference Start Date	<p>A no show fee will be charged to the Client or PCO, or to the relevant Delegate credit card held as guarantee for the no show Room (as the case may be) equivalent to the total cost for every Room Night no show of the total Accommodation Block remaining after cancellations calculated under Item 9(e);</p> <p>At the Conference Start Date, the final number of paying Rooms occupied subject to the Conference shall be the "Final Accommodation Block".</p> <p>No show Rooms will be released by the Venue for hire or re-sale.</p>
Re-sale of released Rooms	<p>In the event that the Venue re-sells released Rooms such that during the Conference the Venue achieves a ___ % occupancy of a relevant Room Type provided in Item 5, then the cancellation fees stipulated in this Item 9 shall be reduced by ___ % (or such other amount as may be agreed in writing) for each Room Type.</p>

Item 10(a):	Accommodation Complimentary Policy: _____ complimentary rooms pursuant to clause 1.9(a)		Clause 1.9
Item 10(b):	Complimentary Room Upgrades:		Clause 1.10
	Final Accommodation Block	Number of Rooms	Upgraded to:
	< 50 Rooms per day		
	51 to 100 Rooms per day		
	101 to 150 Rooms per day		
	> 150 Rooms per day		

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Item 11:	Additional charge for 3 rd adult or rollaway bed per Room Night:	\$ _____	Clause 1.11
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Item 12:	Check-in / Check-out times:		Clause 1.12
	Check-in time:	___ : ___	
	Check-out time:	___ : ___	

Item 13:	Pre-Conference & Post-Conference honouring of Room Rates:		Clause 1.13
	Pre-Conference:	_____ days	
	Post-Conference:	_____ days	

Item:	Description and Details:	Clause Ref:
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CONFERENCE SPACE REQUIREMENTS

Item 14:	Conference Space:	Clause 2			
Date	Times Required	Room / Venue Type / Style	Room / Venue Name	Estimated Numbers	Venue / Room Hire Cost
	1. ____ to ____ 2. ____ to ____ 3. ____ to ____ 4. ____ to ____				
	1. ____ to ____ 2. ____ to ____ 3. ____ to ____ 4. ____ to ____				
Item 14(a):		Estimated Total Conference Space Hire Charges:			\$
Are Conference Space Hire Charges to be linked to the Final Accommodation Block: (If YES, then Item 14(b) applies, if NO then insert "Not Applicable" below)					YES / NO
Item 14(b):	Reduction in Total Conference Space Hire Charges based on Final Accommodation Block Rooms				Clause 2.5
	Final Accommodation Block		Discount on Conference Space Hire Charges (as stipulated in Item 14 above)		
	Between 0 to ____ Rooms		No discount		
	Between ____ to ____ Rooms		__% discount		
	Between ____ to ____ Rooms		__% discount		
	Between ____ to ____ Rooms		__% discount		
> ____ Rooms		Conference Space Hire Charges waived			

Item:	Description and Details:	Clause Ref:
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FOOD AND BEVERAGE

Item 15:	Conference Delegate Package (Costs and Inclusions):	Clause 3.1
	<p>This Package includes:</p> <ul style="list-style-type: none"> - Arrival Tea and Coffee - Morning and Afternoon Tea with cookies - Buffet Lunch - Set-up of Conference Space - Iced Water and Venue Mints <p>And complimentary if required:</p> <ul style="list-style-type: none"> - One lectern - One microphone on lectern - One spotlight on lectern - Whiteboard and / or flipchart - Staging as required <p>** delete or add as required</p>	<p>From \$ _____</p> <p>per Delegate</p> <p>per day</p>
	<p>Breakfast:</p> <ul style="list-style-type: none"> - Continental Buffet - Full Buffet - Plated <p>** delete or add as required</p>	<p>Per Delegate:</p> <p>From \$ _____</p> <p>From \$ _____</p> <p>From \$ _____</p>
	<p>Dinner</p> <ul style="list-style-type: none"> - Buffet - Plated Dinner – 3 Course - Plated Dinner – 3 Course (alternate serve) - ___ hour Beverage package <p>** delete or add as required</p>	<p>Per Delegate:</p> <p>From \$ _____</p> <p>From \$ _____</p> <p>From \$ _____</p> <p>From \$ _____</p>
	<p>Cocktail Reception</p> <ul style="list-style-type: none"> - ___ hour package including: - 	<p>Per Delegate:</p> <p>From \$ _____</p>

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Item 15(a):	Estimated Food and Beverage Charges for the Conference:	Total: \$ _____	Clause 3.3
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Item 16:	Minimum Food and Beverage Spend per day for the Conference:		Clause 3.4
	Date: / /	Minimum spend of \$ _____	
	Date: / /	Minimum spend of \$ _____	
	Date: / /	Minimum spend of \$ _____	
	Date: / /	Minimum spend of \$ _____	

CONFERENCE SPACE AND FOOD AND BEVERAGE REDUCTION AND CANCELLATION

Item 17:	Conference Space & Food and Beverage Reduction and Cancellation:	Clause 3.5
Days prior to Conference Start Date:	Agreed Fees and Charges payable to the Venue:	
> 91 days	<p>In addition to Item 9(a) above, cancellation of the Conference will incur a fee equivalent to ____ % of the combined total of the Estimated Total Conference Space Hire Charges stipulated in Item 14(a) above, and ____ % of the Estimated Food and Beverage Charges stipulated in Item 15(a) above.</p> <p>(If cancellation fees are not applicable, insert "N/A")</p>	
90 to 61 days	<p>In addition to Item 9(b) above, cancellation of the Conference will incur a fee equivalent to ____ % of the combined total of the Estimated Total Conference Space Hire Charges stipulated in Item 14(a) above, and ____ % of the Estimated Food and Beverage Charges stipulated in Item 15(a) above;</p> <p>(If cancellation fees are not applicable, insert "N/A")</p> <p>Or, if not cancelled:</p> <p>In addition to Item 9(b) above, cancellation of a Food and Beverage Event and associated Conference Space will incur a fee equivalent to ____ % of the combined total of the Room / Venue Hire Charges for that event stipulated in Item 14 above, and the agreed Conference Delegate Package for that event;</p> <p>Cancelled Conference Space will be released by the Venue for hire or re-sale.</p>	

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<p>60 to 31 days</p>	<p>In addition to Item 9(c) above, cancellation of the Conference will incur a fee equivalent to ____ % of the combined total of the Estimated Total Conference Space Hire Charges stipulated in Item 14(a) above, and the Estimated Food and Beverage Charges stipulated in Item 15(a) above;</p> <p>Or, if not cancelled:</p> <p>In addition to Item 9(c) above, cancellation of a Food and Beverage Event and associated Conference Space will incur a fee equivalent to ____ % of the combined total of the Room / Venue Hire Charges for that event stipulated in Item 14 above, and the agreed Conference Delegate Package for that event;</p> <p>Cancelled Conference Space will be released by the Venue for hire or re-sale.</p>
<p>30 to 8 days</p>	<p>In addition to Item 9(d) above, cancellation of the Conference will incur a fee equivalent to ____ % of the combined total of the Estimated Total Conference Space Hire Charges stipulated in Item 14(a) above, and the Estimated Food and Beverage Charges stipulated in Item 15(a) above;</p> <p>Or, if not cancelled:</p> <p>In addition to Item 9(d) above, cancellation of a Food and Beverage Event and associated Conference Space will incur a fee equivalent to ____ % of the combined total of the Room / Venue Hire Charges for that event stipulated in Item 14 above, and the agreed Conference Delegate Package for that event;</p> <p>Cancelled Conference Space will be released by the Venue for hire or re-sale.</p>
<p>≤7 days prior</p>	<p>In addition to Item 9(e) above, a cancellation fee will be charged to the Client or PCO (as the case may be) equivalent to the combined total of the Estimated Total Conference Space Hire Charges stipulated in Item 14(a) above, and the Estimated Food and Beverage Charges stipulated in Item 15(a) above;</p> <p>Cancelled Conference Space will be released by the Venue for hire or re-sale.</p>
<p>Re-sale of cancelled Conference Space</p>	<p>In the event that the cancelled Conference Space is re-hired or re-sold by the Venue, then the cancellation fees will not be calculated or charged with reference to the re-sold Conference Space, by deduction of those Conference Space charges from the Estimated Total Conference Space Hire Charges, and deduction of the associated Estimated Food and Beverage Charges for the relevant Event utilising the Conference Space.</p>

Item:	Description and Details:	Clause Ref:
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VENUE CONFERENCE PREPARATION REQUIREMENTS

Item 18:	Pre-Conference Venue Preparation Requirements:	Clause 4										
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 30%;">Days of date prior to Conference Start Date:</th> <th style="width: 70%;">Requirement:</th> </tr> </thead> <tbody> <tr> <td><i>Insert date:</i> _____</td> <td>This Agreement is required to be signed by the Client and / or PCO (as appropriate) and returned to the Venue.</td> </tr> <tr> <td>90 to 61 days</td> <td>Review Accommodation Block requirements with Venue. Provide an update to Venue on confirmed / sold Rooms for the Conference. Review Conference Space and Food and Beverage requirements with Venue.</td> </tr> <tr> <td>60 to 31 days</td> <td>Provide final Conference programme to Venue. Confirm final Conference Space requirements with Venue. Finalise Conference methods of payments / billing with Venue. Review Rooming List with Venue with a view to finalising.</td> </tr> <tr> <td>30 to 8 days</td> <td>Final Rooming List due 30 days prior to Conference Start Date. Final Room Drop requirements to be advised a minimum of 14 days prior to Conference Start Date Final Conference Delegate Package selections and indicative Delegate numbers for Food and Beverage requirements due 21 days prior to Conference Start Date. Notify Venue of arrival / departure times, VIPs, PCO and associated remarks And for individual Delegates Flight and transfer details, Credit card details</td> </tr> </tbody> </table>	Days of date prior to Conference Start Date:	Requirement:	<i>Insert date:</i> _____	This Agreement is required to be signed by the Client and / or PCO (as appropriate) and returned to the Venue.	90 to 61 days	Review Accommodation Block requirements with Venue. Provide an update to Venue on confirmed / sold Rooms for the Conference. Review Conference Space and Food and Beverage requirements with Venue.	60 to 31 days	Provide final Conference programme to Venue. Confirm final Conference Space requirements with Venue. Finalise Conference methods of payments / billing with Venue. Review Rooming List with Venue with a view to finalising.	30 to 8 days	Final Rooming List due 30 days prior to Conference Start Date. Final Room Drop requirements to be advised a minimum of 14 days prior to Conference Start Date Final Conference Delegate Package selections and indicative Delegate numbers for Food and Beverage requirements due 21 days prior to Conference Start Date. Notify Venue of arrival / departure times, VIPs, PCO and associated remarks And for individual Delegates Flight and transfer details, Credit card details	
Days of date prior to Conference Start Date:	Requirement:											
<i>Insert date:</i> _____	This Agreement is required to be signed by the Client and / or PCO (as appropriate) and returned to the Venue.											
90 to 61 days	Review Accommodation Block requirements with Venue. Provide an update to Venue on confirmed / sold Rooms for the Conference. Review Conference Space and Food and Beverage requirements with Venue.											
60 to 31 days	Provide final Conference programme to Venue. Confirm final Conference Space requirements with Venue. Finalise Conference methods of payments / billing with Venue. Review Rooming List with Venue with a view to finalising.											
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≤7 days prior	<p>Unless the Venue has approved a Direct Billing account, full pre-payment due 7 days prior to Conference Start Date (by the methods stipulated in Item 8 above) of the following:</p> <ul style="list-style-type: none"> - Final Conference Space Hire Charges - Estimated Food and Beverage Charges 	
7 days after Conference	<p>If a Direct Billing account approved, Total Conference Charges due upon receipt of Venue Invoice.</p>	
<p><i>(Note Accommodation Block cancellation fees in Item 9(b) above.)</i></p> <p><i>(Note Conference Space and Food and Beverage cancellation fees in Item 17 above)</i></p>		

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Item:	Description and Details:	Clause Ref:
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ADDITIONAL FEES AND CHARGES

Item 19:	Additional Fees and Charges:	Clause 5
Venue provided service:	Additional Fees and Charges payable to the Venue:	
Room Drops:	Per Room under the door:	\$ _____
	Per Room inside the Room:	\$ _____
	Per Room (personalised items):	\$ _____
Porterage:	Per Delegate for all Conference Group arrivals: (luggage must be clearly labelled with name and Group)	\$ _____
Mini Bar Removal:	Removal of Mini Bar contents on request per Room:	\$ _____
Health Club:	Use of the Health Club (excluding treatments):	complimentary
Parking:	Undercover / outdoor car parking subject to availability:	\$ _____
Additional Communications:	Wireless Internet per line:	\$ _____
	Broadband per line:	\$ _____
	Telephone lines (per line):	\$ _____
Public Holidays:	Labour surcharge for Food and Beverage Events held on public holidays:	15%
	** delete or add as required	

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Item:	Description and Details:	Clause Ref:
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AUDIO VISUAL

Item 20:	On-Site Audio Visual / Production supplier details:	Clause 6
	Supplier:	
	Contact Person:	
	Telephone:	
	Facsimile:	
	Email:	
	Duty technician rate: (refer clause 6.3(b))	\$ _____ per hour

Item 21:	This Agreement is governed by the Law of: <i>(circle one of the below)</i>	Page 34
	Queensland	
	New South Wales	
	Victoria	
	Australian Capital Territory	
	South Australia	
	Western Australia	
	Northern Territory	

THIS AGREEMENT is made the on the date stipulated at the top of page 2 herein.

BETWEEN

1. The person stipulated at Item 1 of the Reference Schedule
(the “**Venue**”)

AND

2. The person stipulated at Item 2 of the Reference Schedule
(the “**Client**”)

AND (if contracting as agent for the Client) / **OR** (if contracting in its own right)

3. The person stipulated at Item 3 of the Reference Schedule
(the “**PCO**”)

(collectively “the Parties”)

RECITALS

- A. The Venue owns, controls or operates accommodation Rooms and Conference Space.
- B. The Client wishes to utilise Venue and its Conference Space for the Conference.
- C. The Client and / or PCO agree to contract with the Venue for the Conference on the terms and conditions of this Agreement.

The **Parties covenant and agree** as follows:

1 Accommodation

1.1 Accommodation Block

The Venue is holding the Accommodation Block at the Room Rates stipulated in Item 5 of the Reference Schedule for the Conference, subject to the further terms contained herein.

1.2 Accommodation Room Rates

- (a) The Venue acknowledges and agrees that provided the Client and / or PCO is not in breach of this Agreement, it will not offer any Room Type for less than the Room Rate stipulated in Item 5 of the Reference Schedule prior to 30 days (or such other days agreed in writing) from the Conference Start Date, unless:
 - (i) otherwise agreed to the contrary with the Client and / or PCO in writing; or
 - (ii) the Client and / or PCO can also access any reduced rate less than the Room Rate stipulated in Item 5 of the Reference Schedule for further Rooms (that is, other than Rooms already booked) for the Conference.
- (b) Sub-clause (a) above does not apply to pre-existing Venue contracted corporate, government, and wholesale accommodation rates, tactical specials pre-existing or disclosed at the date of this Agreement, or the like.

1.3 Commission

- (a) The Accommodation Room Rates are commissionable as per Item 6 of the Reference Schedule.
- (b) In the event that the initial Accommodation Block stipulated in Item 5 of the Reference Schedule is fully utilised for the Conference, then the PCO shall be entitled to a Commission increased by the override percentage stipulated in Item 6(b) of the Reference Schedule, which shall also apply to each Room utilised and paid for over and above the initial Accommodation Block.
- (c) The Venue will pay the Commission (if applicable) to the PCO without deduction or set-off within 30 days of the Conference End Date.

1.4 Deposit & Deposit Schedule

- (a) The Client or the PCO (if contracting in its own right) agree to pay the Deposit on the dates and in the amounts stipulated in Item 7 of the Reference Schedule.
- (b) The Venue reserves the right to release any or all of the Accommodation Block and / or the Conference Space should the Deposit not be paid as stipulated in Item 7 of the Reference Schedule or as otherwise may be agreed between the Parties in writing.
- (c) The Deposit amount stipulated in Item 7(a) of the Reference Schedule is non-refundable.

1.5 Accommodation Block Reduction and Cancellation

Cancellations or reductions in the Accommodation Block held in accordance with clause 1.1 above will incur fees and charges as per Item 9 of the Reference Schedule.

1.6 Accommodation Block Increases

Any requests to increase the Accommodation Block held in accordance with clause 1.1 above cannot be guaranteed and is subject to availability, at such Room Rates and on such terms and conditions that may be agreed between the Parties in writing.

1.7 Rooming List

The Final Rooming List is to be provided to the Venue by the time stipulated in Item 9(d) of the Reference Schedule.

1.8 Rooms paid for by Delegates

Where the Client arranges the Conference on the basis that the Delegates will be responsible for all charges and costs associated with the Room occupied by the Delegate as indicated by inserting "Yes" in Item 5(b) of the Reference Schedule, and the Venue accepts the Conference on that basis by executing this Agreement, then:

- (a) The PCO or Client will arrange, require, and accept from each Delegate either a deposit or credit card details and authorisation (whether of the Delegate or third party under written authorisation) equivalent to a minimum of one (1) nights Room Rate for the Conference;
- (b) The deposits and / or credit card details collected in accordance with clause (a) above will be provided to the Venue at the time of providing the Final Rooming List;
- (c) The PCO or Client will ensure that each Delegate is made aware of the Venue's terms of cancellation or no-shows for which the Delegate may be liable to be charged by the Venue;
- (d) The PCO or Client will ensure that each Delegate is made aware that they will be required to individually check-in with the Venue;
- (e) The Venue shall release and hold harmless the PCO and Client in respect of any unpaid Room charges which are the responsibility of the Delegate, and in doing so the PCO and Client shall do all such things to reasonably assist the Venue in recovering the Room charges from the Delegate;

Otherwise where "No" is inserted in Item 5(b) of the Reference Schedule, then:

- (f) The PCO and / or Client (as the case may be) shall be responsible to the Venue for all Accommodation Block and Room charges as provided for in this Agreement.

1.9 Accommodation Complimentary Policy

- (a) Unless other agreed in writing between the Parties to the contrary, the Venue will offer one (1) complimentary room for each 25 paying Rooms occupied on a daily basis during the Conference (calculated as an average, by dividing the total number of occupied Rooms per day for the Conference, by the number of Conference nights), to a maximum of the complimentary rooms per day stipulated in Item 10(a)

of the Reference Schedule unless otherwise agreed in writing, to be utilised at the discretion of the PCO and subject to availability.

- (b) The complimentary rooms will be allocated, and details must be provided to the Venue at the time of providing the final Rooming List, however in the event that the PCO cannot or does not wish to utilise the complimentary rooms during the Conference, the Venue agrees to honour the complimentary rooms (subject to availability) for a period of 12 months after the Conference End Date (or for such other period as may be agreed in writing).

1.10 Accommodation Room Upgrade Policy

Unless other agreed in writing between the Parties to the contrary, the Venue will offer upgrades (if any) stipulated in Item 10(b) of the Reference Schedule based upon the Final Accommodation Block.

1.11 Extra Person

A charge as stipulated in Item 11 of the Reference Schedule per Room per night is applicable for a third (3rd) adult or rollaway bed (adult or child), in addition to the Room Rates provided in Item 5 of the Reference Schedule. (A maximum of one (1) rollaway bed per Room.)

1.12 Check-in / Check-out Times

- (a) Venue check-in and check-out times are stipulated in Item 12 of the Reference Schedule.
- (b) Delegates arriving prior to the check-in time will be allocated Rooms as and when available.
- (c) Delegates requiring guaranteed early access to a Room (prior to the check-in time), may do so from the previous evening (subject to availability), upon making such booking at the quoted Room rate advised at the time of booking.
- (d) Late check-outs are subject to availability at a surcharged rate as may be advised upon request.
- (e) The Venue Concierge can arrange luggage storage for those Delegates arriving early.

1.13 Pre-Conference & Post-Conference Accommodation

The Venue will honour the Room Rates (subject to availability) stipulated in Item 5 of the Reference Schedule for the number of days pre-Conference and post-Conference as stipulated in Item 13 of the Reference Schedule.

2 Conference Space Requirements

2.1 Conference Space

- (a) The Venue is holding the Conference Space stipulated in Item 14 of the Reference Schedule for the Conference, subject to the further terms contained herein.

- (b) The Venue may, with the express written consent of the Client and / or PCO, change Room / Venue allocations within the Conference Space to suitable alternates (of equivalent space) where the Venue makes such request. Where the Venue can reasonably demonstrate the necessity for making the requested changes, the consent of the Client and / or PCO is not to be unreasonably withheld.
- (c) Unless a 24 hour block is agreed for Conference Space, the Venue reserves the right to dismantle, set-up, and allocate the space to other clients and for other uses, and re-set the Conference Space for subsequent use pursuant to this Agreement.
- (d) All Conference Space configuration changes must be conducted by Venue staff, at the cost of the Venue, (including but not limited to all audio visual and technical services costs, and pack-down and set-up costs [including exhibitor stands], and all associated costs of security and other necessary ancillary costs and charges,) unless otherwise agreed in writing.

2.2 Quoted Venue / Room Hire Charge Basis & Commission

The Venue / Room Hire Charges as quoted are:

- (a) nett, non-commissionable unless otherwise agreed between the Parties in writing;
- (b) where applicable, based upon the Total Estimated Accommodation Block Charges, and the Estimated Food and Beverage Charges; and
- (c) subject to change in accordance with clause 2.3(d) below.

2.3 Conference Space Venue / Room Hire

- (a) Subject to the further provisions of this clause, Venue / Room Hire Charges will apply as stipulated in Item 14 of the Reference Schedule.
- (b) The Estimated Total Conference Space Hire Charges appear at Item 14(a) of the Reference Schedule.
- (c) Venue / Room Hire Charges are (where applicable) based on the Accommodation Block held (refer clause 1.1), and the Estimated Food and Beverage Charges (refer clause 3.3), subject to any sliding scale discounts offers in Item 14(b) of the Reference Schedule, all of which the Parties are free to negotiate by the terms of this Agreement.
- (d) Any shortfall in the Minimum Food and Beverage Spend (stipulated in Item 16 of the Reference Schedule) per day will be charged as Venue / Room Hire Charges.

2.4 Venue / Room Hire Set-up & Pack-down

- (a) The relevant Conference Space will be held vacant by the Venue for one hour prior to, and one hour post the reserved times (as booked) for set-up by the Client.
- (b) The Venue reserves the right to allocate the Conference Space for other uses up to one hour prior to, and one hour after the reserved times (as booked), however in the event that longer set-up and pack-down times are required, the Venue will endeavour to accommodate such requests subject to availability.

- (c) In the event that the Conference Space is utilised by the Client outside the agreed / reserved times, the Venue reserves the right to impose additional Venue / Room Hire Charges.
- (d) Any Client requested changes to the Conference Space set-up or usage less than 24 hours prior to the reserved times (as booked) will incur additional venue / Room Hire Charges.

2.5 Conference Space Reduction and Cancellation

Cancellations or reductions in the Conference Space held in accordance with clause 2.1 above will incur fees and charges calculated in combination with Food and Beverage cancellations as per Item 17 of the Reference Schedule.

3 Food and Beverage

3.1 Conference Delegate Package

- (a) Costs and inclusions of the Conference Delegate Package extended for this Conference (if any) appear as Item 15 of the Reference Schedule.
- (b) Per Delegate per day rates quoted in the Conference Delegate Package are based on minimum priced menus of the Venue. The Venue's further Food and Beverage options and range of menus are available upon request.

3.2 Commission

The Conference Delegate Package and Estimated Food and Beverage Charges as quoted are nett, non-commissionable unless otherwise agreed between the Parties in writing.

3.3 Estimated Food and Beverage Charges

Based upon the Delegate numbers, and the Conference Delegate Package, the minimum Estimated Food and Beverage Charges (based on minimum priced menus of the Venue) are stipulated at Item 15(a) of the Reference Schedule.

3.4 Minimum Food and Beverage Spend

- (a) The Minimum Food and Beverage Spend per day for the Conference is stipulated at Item 16 of the Reference Schedule.
- (b) Any shortfall in the Minimum Food and Beverage Spend will be charged in accordance with clause 2.3(d) above.

3.5 Food and Beverage Reduction and Cancellation

Cancellations or reductions in the Food and Beverage above will incur fees and charges calculated in combination with Conference Space cancellations as per Item 17 of the Reference Schedule.

4 Venue Conference Preparation Requirements

- 4.1** To enable the Venue to comply with its obligations pursuant to this Agreement, the Client and / or the PCO (as appropriate) acknowledge and agree that the information and final Conference details, will be provided to the Venue no later than the days and / or dates stipulated in Item 18 of the Reference Schedule.
- 4.2** The Venue acknowledges that acting reasonably, the Client and / or PCO may require further adjustments to Conference details provided after the days and dates stipulated. The Venue will endeavour to accommodate those adjustments subject to availability and the further terms of this Agreement.

5 Additional Fees and Charges

- 5.1** Additional fees and charges are payable for the Venue services utilised during the Conference at rates stipulated in Item 19 of the Reference Schedule.

6 Audio Visual Requirements

- 6.1** An extensive range of state of the art production, audio visual and technical services are available at the Venue through our on site specialists, who are available to assist with the Conference Events.
- 6.2** Contact details for the Venue's on-site specialists appear in Item 20 of the Reference Schedule.
- 6.3** Should external production / audio-visual providers be engaged for the Conference, please note that:
- (a) compliance with Venue policies, and procedures regarding external contractors is required, which can be advised / provided upon request; and
 - (b) it is a requirement that an in-house duty technician be present during the Event, including during set-up / and pack-down, answerable to and perform such tasks as reasonably requested by the PCO and / or audio visual provider, for which the Client will be charged the rate stipulated in Item 20 of the Reference Schedule.

7 Venue Preferred / Rewards Program

- 7.1** The Venue's preferred, honours or rewards program points may be available to qualified PCOs for the Conference, (as distinct from and in addition to any entitlement Delegates may have with the Venue, for which the Venue will deal direct with each Delegate where relevant and upon request).
- 7.2** Points (and or frequent flyer points as appropriate) will be awarded according to the Venue's relevant terms and conditions at the time (and subject to change without notice), to the persons listed below in equal proportions (unless otherwise advised):

** to be completed by PCO:

Member Name	Membership Number / Frequent Flyer Number
1.	
2.	
3.	

8 Default and Termination

8.1 Default

A Party is in default of this Agreement if:-

- (a) it breaches a material term of this Agreement;
- (b) it repudiates its obligations under this Agreement;
- (c) it is Insolvent;
- (d) its interest under this Agreement is attached or taken under any legal process;
- (e) it does not comply with any other term of this Agreement within a reasonable time after receiving notice from another Party to do so; or
- (f) it ceases or threatens to cease carrying on business.

8.2 Termination of Agreement

If a Party is in default and does not remedy the default within 10 Business Days of receiving a notice from another Party requesting that the default be remedied, the Party serving the notice may do any one or more of the following without prejudice to any other right which it may have against the defaulting Party:-

- (a) by notice to the defaulting Party, terminate this Agreement;
- (b) recover from the defaulting Party any loss suffered due to the default of the defaulting Party; or
- (c) exercise any of its other legal rights.

8.3 Default due Non-payment or Under-payment

Without limiting the foregoing, if the Client and / or PCO is in default and does not remedy that default within seven (7) Business Days relating to any payment due to the Venue pursuant to this Agreement, then the Venue may reduce the Accommodation Block, cancel Conference Space, reduce Food and Beverage requirements (or any combination thereof) to the value of the non-payment or under-payment.

9 Venue Specific Conditions of Agreement

9.1 Price Fluctuations

- (a) The Venue may, upon any material increase in the price of labour, any increase in any tax (whether GST or other tax), or any unfavourable movement in any exchange rate between Australian dollars and any foreign currency relevant to the pricing of the rates, fees and charges contained in this Agreement, or any other material increase in cost applicable to this Agreement over which the Venue has no reasonable control; pass such increase to the Client equivalent to the direct cost to the Venue in performing its obligations herein. The Venue must promptly advise the Client and / or PCO of any increase in writing.
- (b) Notwithstanding the above, the Additional Charges referred to in clause 5 are subject to change without notice.

9.2 Hospitality Desk

Unless otherwise agreed as a term of this Agreement, the Client and / or PCO may request in writing dates and times for the Hospitality Desk to be made available for the Conference (subject to availability). Communications equipment can be made available for use at the Hospitality Desk at the Additional Charges rates stipulated in Item 19 of the Reference Schedule.

9.3 Smoking Rooms

All rooms in the Venue may be non-smoking Rooms. However, if smoking is permitted (which is not guaranteed) in the Rooms, then smoking and non-smoking Rooms will be allocated on a request basis and although all reasonable efforts will be made by the Venue to accommodate requests, Room allocation cannot be guaranteed.

9.4 Security

The Venue will not accept responsibility for loss or damage to any assets, equipment or merchandise of the Client and / or PCO, or its contractors either prior to, during, or after the Conference. It is the responsibility of the Client and / or PCO to arrange any security, if required, to protect its assets, equipment, merchandise, Delegates and guests, and / or third parties.

9.5 Conduct

The Client must:

- (a) conduct the Conference in accordance with all applicable laws;
- (b) comply with all reasonable direction of the Venue; and
- (c) cause or ensure all Delegates and guests attending the Conference to comply with (a) and (b) above.

The Venue reserves the right to remove from the Venue any Delegate or persons associated with the Conference whose behaviour is, in the reasonable opinion of the Venue, unlawful, improper, the cause of a nuisance or disturbance, or objectionable.

9.6 Damage

The Client, any Delegate or guest of the Conference (as appropriate) must reimburse the Venue on demand for any costs of rectifying any damage caused to the Venue by the Client (who is also responsible for any damage caused by any contractor or third party engaged by the Client and / or PCO (as the case may be)), any Delegate or guest of the Conference.

9.7 Contractors

The Client and / or PCO must not engage any contractor to carry out any activity, works, or provide services within the Venue without the Venues prior written approval, such approval not to be unreasonably withheld.

9.8 Displays, Signage and Damage

The Client and / or PCO must obtain written approval from the Venue in relation to any signage or displays proposed to be erected for the Conference, such approval not to be unreasonably withheld. The Client and / or PCO shall be liable to the Venue for any damage sustained to Venue property resulting from the signage and displays. No sign or display shall be nailed, screwed or fixed to any wall, door or surface, forming part of the Venue structure.

9.9 Entertainment / Curfews

The Client and / or PCO must abide by any curfews and / or noise restrictions imposed on any Event or any entertainment during the Conference as may be advised by the Venue from time to time.

9.10 Special Effects

Smoke machines, special effects and / or pyrotechnics (or the like) cannot be arranged or operated during the Conference without the express written permission of the Venue, which may be withheld at the sole discretion of the Venue. Any approval must be sought, along with detailed plans and description of use at least three (3) working days prior to the Conference. Should the Fire Brigade or any other emergency service respond to an alarm or situation caused by the unauthorised use of any smoke machines, special effects and / or pyrotechnics (or the like), the Client and / or PCO will be liable for any associated charges and costs incurred by the Venue.

9.11 Injury or Other Damage to Persons

The Client and/ or PCO agrees, at its own expense, to protect and fully indemnify the Venue against all loss, damages, claims, liens, actions, liabilities or proceedings in any way arising under any statute or common law incurred by the Venue in relation to personal injury or death of any person caused by the Client and / or PCO, any injury or death of any person involved in the performance of this Agreement (other than caused by the negligent act of the Venue), and whether in the Venue or in the Venue surrounds, or whether during the Conference, or whilst organising or after the Conference.

9.12 Indemnity

(a) The Client agrees to indemnify and keep indemnified the Venue against any liability which it may incur, on account of the Conference, arising out of the common law or provisions of any Federal or State legislation which are not capable of being

excluded by the Venue and where such liability does not arise as a direct or indirect consequence of negligence on the part of the Venue. Where such liability has arisen as a direct or indirect consequence of negligence on the part of the Venue, the Client's liability will be reduced to the extent that the Venue's negligence directly or indirectly caused or contributed to the liability.

- (b) Notwithstanding clause (a) above, the Client agrees to indemnify and keep indemnified the Venue against all actions, proceedings, costs, claims, demands, losses and expenses brought against or suffered by the Venue, and which arise, directly or indirectly, from the deliberate or negligent acts or omissions of the Client, its employees, agents, contractors or assigns in the course of or during the Conference.
- (c) Each Party will take out public liability and property insurance in the sum of at least \$20,000,000, or such other sum as may be agreed between the Parties, against all such risks as may arise in the performance of this Agreement and shall ensure that such insurance is kept current for the term of this Agreement.
- (d) The Venue reserves the right to request a certificate of currency of insurance from the Client.

9.13 Delivery and Collection of Goods

The Venue ordinarily only accepts delivery of unaccompanied goods for the Conference one (1) business day prior to the Conference Start Date, however the Venue will use its best endeavours to accept unaccompanied goods for the Conference earlier, as agreed with the Client and / or PCO in writing, particularly for goods originating from interstate and overseas. All goods must be collected within two (2) Business Days following conclusion of the Conference. The Venue accepts no responsibility for goods or items delivered or left with the Venue for collection.

9.14 Authority

Anyone signing this Agreement on behalf of the Client and / or PCO warrants that they are duly authorised to do so. If no such authority exists or is avoided, then in addition to any rights the Venue may have against the Client and / or PCO, the person signing this Agreement shall be liable for all costs, fees, and charges as if they were the Client.

10 General Conditions of Agreement

10.1 The General Conditions as they apply to this Agreement appear as Schedule 2.

11 Special Conditions of Agreement

11.1 Any Special Conditions as they apply to this Agreement appear as Schedule 3.

Venue Conference Agreement



PCO

If a Company

SIGNED	SEALED	and	DELIVERED	by)	
_____ in accordance)	
with its Constitution and without the use of a)	
common seal in accordance with Section 127(1) of)
the Corporations Act 2001)	
)	
)	Director / Secretary
)	
)
)	Director / Secretary

Or if an individual

SIGNED	SEALED	and	DELIVERED	by)	
_____)	
In the presence of:)
)	
)	Name:
_____)	
Witness)	

PCO as Agent

Where the PCO executes this Agreement in its capacity as agent for the Client (as indicated in Item 3 of the Reference Schedule), then either upon execution or the separate written acknowledgement of the Client:

- (a) the Client appoints the PCO to be its agent for the Conference;
- (b) the PCO agrees to act as agent for the Client in respect of the Conference and this Agreement; and
- (c) the Venue shall without further enquiry be entitled to rely upon the authority of the PCO to deal with the Venue as agent for the Client in respect all matters related to and incidental to this Agreement, unless the Client advises the Venue to the contrary in writing; and / or provides to the Venue in writing the limits of authority held by the PCO as agent.

Schedule 1 Interpretation & Definitions

Definitions

Accommodation Block means the block of Rooms held by the Venue for the Client, its Delegates and guests, for the Conference as stipulated in Item 5 of the Reference Schedule, as may be varied, reduced, and or cancelled in accordance with the further terms of this Agreement.

Business Day means a day on which banks are open for general banking Business on the Gold Coast, Queensland.

Client means the Party named at Item 2 of the Reference Schedule, for whom the Conference is held at the Venue.

Commission means the commission payable by the Venue to the PCO.

Conference means the name for which the conference is or will be commonly known, as it appears in Item 4 of the Reference Schedule.

Conference Delegate Package means indicative charges for Food and Beverage to be finalised between the Parties, forming part of the Estimated Food and Beverage Charges.

Conference Group means a group of any number of Delegates or guest attending the Conference.

Conference Space means the conference space comprising the Room / Venue types and styles allocated or held for the Conference for use during the Conference as stipulated in Item 14 of the Reference Schedule.

Conference Start Date means the first day on which the Conference commences (or is scheduled to commence), as stipulated in Item 4(a) of the Reference Schedule.

Conference End Date means the last day of the Conference, being the day on which all Events conclude in the Venue.

Delegate means a person attending the Conference either as arranged, invited, or otherwise associated with the Client.

Deposit means the deposit payable to the Venue by the Client and / or the PCO for the Conference, according to the Deposit Schedule.

Deposit Schedule means the schedule of part payment of the Deposit, by the days and in such amounts stipulated in Item 7 of the Reference Schedule.

Direct Billing means direct billing on terms accepted by the Venue, for the extending of Credit to the Client and or PCO in respect of the Total Conference Charges payable to the Venue pursuant this Agreement, subject to application and approval by the Venue.

Estimated Food and Beverage Charges means the estimated total of all Food and Beverage charges and costs for the Conference including Food and Beverage Events.

Estimated Total Conference Charges means the sum of the Total Estimated Accommodation Block Charges, the Estimated Total Conference Space Hire Charges, and the Estimated Food and Beverage Charges.

Estimated Total Conference Space Hire Charges means the estimated total of all Room / Venue hire charges (other than for Rooms forming part of the Accommodation Block) payable to the Venue for the Conference Space held as at the date of this Agreement as stipulated in Item 14 of the Reference Schedule.

Event means an event during and forming part of the Conference attended by Delegates, whether utilising Conference Space or not, and whether the event has Food and Beverage or not.

Final Accommodation Block means the final number of Rooms occupied by Delegates and or guests for the Conference for which Room Rates are chargeable by the Venue.

Final Accommodation Block Charges means the actual total of all fees and charges payable to the Venue for the final Accommodation Block after reduction and or cancellation in accordance with the terms of this Agreement.

Final Conference Space Hire Charges means the total of all fees and charges payable to the Venue for the final Conference Space held and allocated for the Conference after reduction and or cancellation in accordance with the terms of this Agreement.

Final Food and Beverage Charges means the actual total of all Food and Beverage charges and costs payable to the Venue for the Conference including Food and Beverage Events.

Food and Beverage means the arranged and costed food and beverage for the Conference and Events.

Master Account Credit Card means a credit card provided for the Conference by the Client and / or PCO for the purposes of, and for which the Venue may charge any part of the Total Conference Charges, or all of them.

Minimum Food and Beverage Spend means the minimum fees and charges payable to the Venue for Food and Beverage as stipulated in Item 16 of the Reference Schedule, whether or not Food and Beverage to that value is actually ordered or prepared for the Conference for that day.

Party means a party to this Agreement who has executed this Agreement and any other person that becomes a party to this Agreement from time to time.

PCO means the Party named in Item 3 of the Reference Schedule, who is engaged by the Client as the professional conference organiser for the Conference at the Venue.

Room means a guest room in the Venue, forming part of the Accommodation Block, for the Client and / or its Delegates and guests during the Conference.

Room / Venue means a room or venue forming part of the Conference Space (that is, other than Rooms).

Room Rate means the quoted rate for each type of Room held forming part of the Accommodation Block, as stipulated in Item 5 of the Reference Schedule.

Rooming List means the list of Delegate and guest names and details as provided by the Client and / or PCO to the Venue sufficient for the Venue to allocate Rooms.

Total Conference Charges means the sum of the Final Accommodation Block Charges, the Final Conference Space Hire Charges, and the Final Food and Beverage Charges.

Total Estimated Accommodation Block Charges means the estimated total of all Room Rate charges payable to the Venue for the Accommodation Block held as at the date of this Agreement, as stipulated in Item 5(a) of the Reference Schedule.

Venue means the Party named at Item 1 of the Reference Schedule, where the Conference is held, and the Rooms located.

Interpretation

In this Agreement, unless the contrary intention appears:

- (d) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (e) the singular includes the plural and vice versa and words importing gender include other genders;
- (f) other grammatical forms of defined words or expressions have corresponding meanings;
- (g) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures;
- (h) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (i) a reference to "A\$", "\$A", "dollar" or "\$" is a reference to Australian currency;
- (j) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (k) a reference to a Party includes its executors, administrators, successors and permitted assigns;
- (l) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), government and governmental, semi-governmental and local authorities or agencies;

- (m) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable;
- (n) words and expression defined in the *Corporations Act 2001* (Cth) as at the date of this Agreement have the meanings given to them in the *Corporations Act 2001* at that date; and
- (o) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form.

Schedule 2 - General Conditions

The following general conditions apply to this Agreement, and are to be read with and are fundamental to the Agreement.

Entire Agreement

This Agreement constitutes the entire understanding and agreement of the Parties in relation to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the Parties in relation to the subject matter. Each of the Parties hereby declares that save for the provisions herein expressly contained there is no other understanding, agreement, warranty, undertaking or representation whether express or implied which in any way extends or defines limits or otherwise relates to the express provisions contained in this Agreement.

Confidentiality

This Agreement and all matters and things connected with and related to this Agreement and its performance are confidential and no Party, shall disclose them to any other person without the prior written consent of the other Party, except where such disclosure is:-

- (p) to its legal advisers, financial advisers or bankers (and then only if the recipient agrees prior to receipt to keep the information confidential);
- (q) required by any applicable law.

GST

"GST" means goods and services tax as defined in the *New Tax Systems (Goods and Services Tax) Act 1999* or any like tax.

If a goods and services tax or any similar tax (GST) has application to any supply made under this Agreement, the Party making the supply (the Supplier) may, in addition to any amount or consideration expressed as payable elsewhere in this Agreement, subject to issuing a valid tax invoice or other documents or things required for the Party receiving the supply (the Recipient) to obtain an input tax credit to the Recipient, recover from the Recipient an additional amount on account of GST, such amount to be calculated by multiplying the amount or consideration payable by the Recipient for the supply by the prevailing GST rate. This clause does not require the Recipient to pay any amount on account of a fine, penalty, interest or other amount payable as a consequence of a default by the Supplier or any person associated with the Supplier. The Supplier shall issue to the Recipient a valid tax invoice.

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement (if any), are inclusive of GST.

Further Action

Each Party must use reasonable efforts to do all things necessary or desirable to give full effect to this Agreement.

Waiver

(a) No Waiver

The failure of a Party at any time to require performance of any obligation under this Agreement is not a waiver of that Party's right:

- (i) to claim damages for breach of that obligation; and
- (ii) at any other time to require performance of that or any other obligation under this Agreement,

unless written notice to that effect is given.

(b) Waiver in writing

Waiver of any provision of or right under this Agreement:

- (i) must be in writing signed by the Party entitled to the benefit of that provision or right; and
- (ii) is effective only to the extent set out in any written waiver.

Governing Law and Jurisdiction

(a) Governing Law

This Agreement is governed by the law applicable in the State indicated in Item 21.

(b) Jurisdiction

Each Party submits to the non-exclusive jurisdiction of the Courts of the State indicated in Item 21.

Notice

(a) Manner of Giving Notice

A Party giving notice or notifying under this Agreement must do so in writing directed to the recipient's address specified in Items 1(a), 2(a), or 3(a) of the Reference Schedule or as varied by notice, either hand delivered or sent by prepaid post to that address.

(b) Receipt of notice

A notice given in accordance with this clause 0 is taken to be received:

- (i) if hand delivered, on delivery; and
- (ii) if sent by prepaid post, three (3) days after the date of posting.

Severability

If reading down a provision of this Agreement would prevent the Agreement being invalid or voidable it shall be read down to the extent that it is necessary and capable of being read down.

Where, notwithstanding the above, a provision of this Agreement is still invalid or voidable: -

- (c) if the provision would not be invalid or voidable if a word or words were omitted, that word or those words shall be deleted; and
- (d) in any other case, the whole provision shall be deleted;

and the remainder of this Agreement shall continue to have full force and effect.

Alteration

This Agreement may be altered only in writing signed by each Party.

Attorneys

Where this Agreement is executed on behalf of a Party by an attorney, that attorney by executing declares and warrants that the attorney has been duly appointed and has no notice of the revocation of the power of attorney under the authority of which the attorney executes the Agreement on behalf of that Party.

Force Majeure

If due to war, strikes, industrial action short of a strike, import or export embargo, lockouts, accidents, fire, blockade, flood, natural catastrophes or other obstacles over which that Party has no control, that Party fails to perform any of its obligations under this Agreement, that Party shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of force majeure continue for longer than one month, the Party adversely affected shall have the option of terminating this Agreement immediately without further liability other than such liabilities as have already accrued when the Agreement ends.

Privacy

(Personal Information has the same meaning as that given to it under the *Privacy Act 1988* (Cth) ("the Privacy Act")).

Each Party will, meet its obligations under the Privacy Act in respect of any Personal Information that is provided to or accessed by the party in connection with the party's performance of the Agreement.

Each Party must, without limiting any of that Party's obligations under the Privacy Act: except as required by law, only process, use or disclose Personal Information obtained from the other Party in the course of this Agreement as required for the purpose of fulfilling its specific functions, activities and obligations under this Agreement; take reasonable steps to protect the Personal Information obtained from the other Party in connection with the Agreement from misuse and loss and from unauthorised access, modification or disclosure; and comply with all reasonable direction of the other Party in relation to Personal Information obtained from that other Party.

Each Party must immediately notify the other Party if in relation to Personal Information obtained from that other Party: it knows of or suspects unauthorised use or disclosure of such Personal Information; or it becomes aware of any complaint in respect of such Personal Information.

Subject to retaining such copies of information as required by law, each Party will, upon completion of its obligations under this Agreement and as directed by the other Party: return to the other Party, all copies of the Personal Information or any record of the Personal Information obtained from that Party and held in connection with performance of the Agreement; or destroy the Personal Information (and any copies thereof) and any record of the Personal Information obtained from that party and held in connection with performance of the Agreement.

Despite the above, by signing this Agreement the Client and PCO authorize the Venue to display Conference signage throughout the Venue, display supplied Delegate and guest name lists outside relevant Conference Space and place name cards and name tags as and where instructed to do so.

Each party agrees to indemnify the other for all liability, loss, damages, claims, demands and expenses suffered or incurred by the indemnified Party arising under or in connection with a breach by the indemnifying Party of its obligations under this clause.

Counterparts

This Agreement may be executed in original form and/or by facsimile transmission or pdf copies in any number of counterparts and all counterparts taken together shall constitute one and the same instrument.

Independent Legal Advice

Each Party warrants and covenants in favour of the other Parties, that it has received, or has waived its right to receive, independent legal advice with respect to all matters contemplated by this Agreement.

Survival

Any indemnity in this Agreement is independent and survives completion and / or termination of this Agreement. Any other provision by its nature intended to survive completion of this Agreement (that is, post Conference) survives according to the terms of the provision.

Announcements

Each of the Parties undertakes that it will not (except as required by law or any applicable regulatory body) make any announcement in connection with this Agreement unless the other Party has consented in writing to that announcement (which consents may not be unreasonably withheld and may be given either generally or in a specific case or cases and may be subject to conditions).

Enforceability

The provisions of this Agreement constitute legally binding relations between those Parties who have executed this Agreement, notwithstanding that this Agreement may not have been executed by some Parties listed.

Schedule 3 – Special Conditions

The special conditions below (if any) apply to this Agreement, and are to be read with and are fundamental to the Agreement.

(In the event of inconsistency between these special conditions, and the balance of terms and conditions of the Agreement, these special conditions shall apply to the event of the inconsistency.)

SPECIAL CONDITIONS:

- 1.

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Annexure A – Payment Terms & Methods

Any payments due pursuant to this Agreement are to be made by the methods and subject to the terms and conditions below:

Deposit

The Deposit stipulated in Item 7 of the Reference Schedule may be paid by:

- Direct deposit into the Venue account; or
- Bank Cheque, or where approved by the Venue, Client or PCO cheque; or
- Credit card;

to the relevant details stipulated in Item 8 of the reference Schedule.

Credit Card

Credit card details provided for the Deposit will be charged in accordance with clause 1.4 herein.

Credit card details (authorisation including card number, name, and expiry) will need to be provided to the Venue for each Room held. The Credit card details provided will be a guarantee for that Room.

Alternatively, a Master Account Credit Card will need to be provided as a guarantee for all Accommodation held.

Any charges made to the Master Account Credit Card will require written approval of the authorised person(s) of the Client and / or PCO, such authorisation details to be provided to the Venue at the time of providing the Master Account Credit Card details.

(In the event that credit card details are not provided as a guarantee against the Rooms or Accommodation, then an additional payment of one (1) nights accommodation for each Room held forming part of the Accommodation will be required to be paid to the Venue by the date which the Deposit is to be paid in full.)

Delegates attending the Conference and staying in a Room will be required, in addition to the above, to provide credit card details as a guarantee against incidentals.

Use of a credit card for any portion of any payment or Deposit in excess of \$5,000 will incur an additional payment processing fee stipulated in Item 8 of the Reference Schedule of the payment amount (including GST). The payment processing fee will be charged and invoiced at the time of payment.

Direct Billing

Other than the Deposit, the Venue will Direct Bill where the Client and / or PCO (as the case may be) upon request, provided that the Client and / or PCO has established Direct Billing facilities with the Venue.

Venue Conference Agreement



Otherwise, to apply for Direct Billing credit facilities, please contact the Venue credit manager for the relevant application, which must be completed and returned at least 30 days prior to the Conference Start Date.

The Venue will advise its approval or otherwise of the Direct Billing credit application at least 10 days prior to the Conference Start Date. The Venue reserves the right to refuse the Direct Billing credit application in its sole discretion.

Overdue Direct Billing accounts outside the Venue's usual trading terms will incur interest at the rate of 1% per month.