

DELEGATE HANDBOOK

2017 BUSVIC MAINTENANCE CONFERENCE AND TRADE SHOW



This Delegate Handbook for the 2017 BusVic Maintenance Conference and Trade Show incorporates Useful Information and Terms and Conditions that Delegates will need to plan and manage their participation at the Event.

USEFUL INFORMATION

Event

2017 BusVic Maintenance Conference & Trade Show.

Website: <http://www.busvic.asn.au/public/events/2015-maintenance-conference-and-bus-expo/>

Venue

Pullman Albert Park Melbourne, 65 Queens Rd, Melbourne 3004.

Event Dates

Event open: Monday 3 and Tuesday 4 July, 2017, from 8am to 5.00pm both days. The Event is followed by dinner on 3 July and networking drinks on 4 July.

Terms

The terms and conditions set out below.

Event Managers

Cliff Taylor

Ph: 03 9914 7010

Mobile: 0437 714 907

Email: ctaylor@busvic.asn.au

Fax: 03 9645 4455

Postal: PO Box 125, PORT MELBOURNE VIC 3207

Emily Moeller

Ph: 03 9914 7015

Mobile: 0417 121 023

Email: emoeller@busvic.asn.au

Accommodation

Pullman and Mercure Melbourne Albert Park, Melbourne, 65 Queens Road, Melbourne VIC 3004

Pullman Classic Room \$230 p/n

Mercure Premium Room \$180 p/n

Breakfast \$25pp

Parking \$20p/n

BusVic does not make accommodation bookings. Please contact Pullman Albert Park Melbourne directly:

Phone: 1800 633 888 and **Quote** 'Bus Association of Victoria'

Fax / Email: Alternatively, please complete the booking form (available at <http://www.busvic.asn.au/public/events/2015-maintenance-conference-and-bus-expo/>) and fax or email it directly to the Hotel Via:**Fax:** 03 9510 5795 or **Email:** h8788@accor.com

Website: Pullman: <http://www.pullmanhotels.com/gb/hotel-8788-pullman-melbourne-albert-park/index.shtml> **Mercure:** <http://www.mercure.com/gb/hotel-8811-mercure-melbourne-albert-park/index.shtml>

Car parking

Conveniently located beneath the hotel and accessible via Lorne Street, the car park has 400 parking bays for your convenience. The rate for those attending the event is \$20.00* per vehicle per day /per exit. Delegates will need to collect a follow on discount ticket from the Organiser to obtain this rate, prior to paying and exiting the Carpark.

Security

The site is secured out of Event hours. As the Event is not open to the public, the risk exposure to thefts should be at a minimum.

Delegates should however remain vigilant and secure their valuables and personal items.

The ShowGizmo App

During the Event, BusVic will provide an event mobile app to Delegates and Exhibitors called ShowGizmo, which will allow access to the full conference program, a map of the Venue, exhibitor listing and location, special event offers, and allow Delegates to share information with each other via a live comment feed.

When at an exhibit stand, the Exhibitor may request to scan a Delegates' personalised QR code (appearing on their name tag) into the ShowGizmo electronic facility. This will enable Exhibitors to download a delegate's registration details (including name, company, company phone and email address). By registering for the Event Delegates agree to share their information by this method. Please also see clause 3.9) Confidentiality, Privacy and the Show Gizmo App in the Terms and Conditions

TERMS AND CONDITIONS

1) INTERPRETATION

1.1) Definitions:

a) Applicable Laws

Applicable Laws means the laws of Victoria.

b) Contract

Contract means the agreement made between the Organiser and the Delegate incorporating these Terms.

c) Delegate

Delegate means those people who have had their application to register for the Event accepted by the Organiser.

d) Event

Event means 2017 BusVic Maintenance Conference & Trade Show.

e) Event Duration

Event duration means Sunday 2 July to Wednesday 5 July (inclusive).

f) Event Manager

Event managers means

Cliff Taylor

Emily Moeller

Ph: 03 9914 7010

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Mobile: 0437 714 907

Mobile: 0417 121 023

Email: ctaylor@busvic.asn.au

Email: emoeller@busvic.asn.au

Fax: 03 9645 4455

Postal: PO Box 125, PORT MELBOURNE VIC 3207

g) Loss

Loss means losses, damages, costs, claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, expenses and damages of any nature whatsoever including indirect, consequential, special, punitive or exemplary damages and damages for loss of anticipated profit, revenue, contract, opportunity or goodwill.

h) Organiser

Organiser means Bus Association Victoria Inc

PO Box 125, PORT MELBOURNE VIC 3207

Website: www.busvic.asn.au

i) Payments

Payments means any payments required by the Organiser to be made by a Delegate in order for the Delegate to attend the Event.

j) Terms

Terms means these terms and conditions.

k) Venue

Venue means Pullman Albert Park Melbourne, 65 Queens Rd, Melbourne, Victoria 3004.

1.2) Guidance on construction of these Terms:

- (a) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
- (b) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
- (c) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
- (d) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (e) a right includes a benefit, remedy, discretion or power;
- (f) "\$" or "dollars" is a reference to Australian currency;
- (g) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and
- (h) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (i) time is local time in Melbourne.

2) ORGANISER'S RIGHTS:

- 2.1) In consideration of the Payments made to the Organiser in accordance with these Terms, the Organiser grants the Delegate the right to attend the Event and all other rights pertaining to the delegate type chosen on the delegate registration form, for the Event Duration subject to these Terms.
- 2.2) Any breach of these Terms by a Delegate may result in the Organiser taking whatever action it considers appropriate against the Delegate, including prohibiting in whole or in part the Delegate from participating or continuing to participate in the Event, in which case, the Delegate will also forfeit any and all payments made to the Organiser.
- 2.3) The Organiser also reserves the right in its absolute discretion to deny entry to the Venue and/or terminate the registration of a Delegate who demonstrates behaviour or acts in a way that it deems to be inappropriate or presents an unreasonable risk to the health, safety and wellbeing of others.
- 2.4) In the event of a termination of a registration under clause 2.3 prior to the commencement of the Event, the cost of the registration will be refunded to the Delegate but the Organiser will not be liable for any additional expenses or costs, whether direct or indirect, arising from such a termination.
- 2.5) If a termination under clause 2.3 occurs on site or during the Event then the Organiser reserves the right not to provide any refund of any registration fees and the Organiser will not be liable for any additional expenses or costs, whether direct or indirect, arising from such a termination.
- 2.6) The Organiser reserves the right to make alterations to the arrangements of the Event as published, either before or during the Event, without any liability.

3) DELEGATE COVENANTS:

Delegates understand and agree:

- 3.1) Cancellations

- a) The Organiser reserves the right to cancel the Event in the event it receives an insufficient number of registrations or for any other reasonable grounds, in which event the maximum liability of the Organiser is limited to a refund of any Payments made under these Terms with no liability for any additional costs incurred by a Delegate, including without limitation, travel costs, hotel costs, or any other costs or expenses of the Delegate whatsoever.
- b) The Organiser, without prejudice to any other rights under these Terms, shall agree to a cancellation of a Contract with a Delegate at the Delegate's request if and only if all of the following conditions are met:
 - 1) a request is received in writing by the Organiser on or before close of business on the cancellation date in c) below; and
 - 2) the reason given for the request for the cancellation is, in the opinion of the Organiser, reasonable and well founded as determined by the Organiser acting in its sole discretion.
- c) If the conditions of clause 3.1 b) are met, the Organiser shall retain the following monies:
 - 1) 0% of the Payments made if the cancellation is presented in writing before Monday 1 June 2017; and
 - 2) 50% of the Payments made if the cancellation is presented in writing between 2 June and Tuesday 30 June 2017; and
 - 3) 100% of the Payments made if notice of the cancellation is given on or after the 1 July 2017.

3.2) Catering

No food or drink may be brought into the Venue from outside by Delegates, except with permission of both the Event Manager.

3.3) Dress Code

Dress Code for the Event is either smart casual or business suit.

3.4) Delegate Representation and Conduct

- a) At all times during the opening hours of the Event, Delegates must:
 - 1) Not take onto or cause to be taken into the Venue any dangerous or hazardous goods.
 - 2) Not hold or allow to be held any sale by auction, lottery, raffle, guessing competition, game of chance etc at the Venue.
 - 3) Not operate any type of machinery, device or equipment in such a manner as in the Organiser's absolute opinion may cause nuisance or annoyance to Exhibitors, Delegates or other persons attending the Event.
 - 4) Not do any act which in the sole opinion of the Organiser may bring discredit upon the Event.
 - 5) Keep noise to a level deemed acceptable by the Organiser.
 - 6) Not take any photos or record or transmit any audio or visual material, data or information in respect of the Event without the written consent of the Organiser.

3.5) Risk and Responsibility

- a) Delegates participate in, and occupy and use the Venue, at their risk. The Organiser will not be liable to a Delegate, for any Loss howsoever arising and regardless of whether any claim be based in contract, tort, equity or otherwise, and whether for any loss of life, personal injury, damage to or loss of property, or loss of business or economic loss which may be

suffered or sustained by the Delegate in or about the Venue or due to its participation in the Event.

b) The release in paragraph (a) will not apply to the extent of any negligence, recklessness or deliberate act of the Organiser or their employees, contractors or agents.

c) Delegates must:

1) indemnify and hold harmless the Organiser to the extent that any Loss is caused solely, or contributed to, by:

- i. any failure of a Delegate to perform or observe any of these Terms or any relevant Law;
- ii. any default by a Delegate of these Terms; or
- iii. any negligence of a Delegate or their respective employees, contractors or agents; except to the extent of any negligence, wilful or deliberate act of the Organiser or their employees, contractors or agents;

2) use reasonable endeavours to mitigate any Loss; and

3) not do or allow to be done anything which might increase any Loss or increase the risk of any Loss occurring.

d) The amount of any Loss payable to the Organiser by a Delegate will be in addition to any other amount payable to the Organiser under a specific provision of these Terms.

e) To the extent permitted at law, all conditions, warranties and guarantees implied into a Contract or imposed by statute are excluded.

(f) To the extent the Organiser has any liability to a Delegate under any implied or statutory condition, warranty or guarantee which cannot be excluded, to the extent permitted by law, the Organiser can limit such liability at its option to:

- i. in the case of goods supplied by it to: (i) replacement of the goods or the supply of equivalent goods; (ii) repair of the goods; (iii) payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) payment of the cost of having the goods repaired;
- ii. in the case of services supplied by it to: (i) supplying of the services again; or (ii) payment of the cost of having the services supplied again.

3.6) Name Tags

- a) Conference registration/name tags must be worn on site at the Venue all times.
- b) Name changes will be permitted until 24 June 2017.

3.7) Payments

- a) Payments must be made to the Organiser in accordance with the Organiser's payment terms as detailed on the registration form or separate invoice if agreed to by the Event Manager.
- b) No amounts must be outstanding as at 1 July 2017.
- c) No Delegates will be permitted to attend the Event with amounts outstanding at 1 July 2017, unless special arrangements have been made with the Event Manager.

3.9) Confidentiality, Privacy and the Show Gizmo App

- a) Organiser obligations:
 - 1) To take all reasonable steps to ensure the security of the information stored in the ShowGizmo platform; and

- 2) Not to disclose any information provided by Delegates and other event participants (exhibitors, sponsors, presenters, attendees) other than via the ShowGizmo platform or otherwise provided for under this document, for example, the Delegate registration information.
- b) Delegate obligations:
- 1) Consent to the release of Delegate registration information to Exhibitors via the ShowGizmo platform.
 - 2) Agree to take all reasonable steps to keep passwords used to access the ShowGizmo platform secure from unauthorised detection, and immediately advise the Organiser in the event that a Delegate has reason to suspect that a password may have become known to an unauthorised party.
 - 3) Delegates must not:
 - i. Copy, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer or disassemble the ShowGizmo platform, or attempt to do any of these actions;
 - ii. Attempt to circumvent or defeat the security features contained in the ShowGizmo platform;
 - iii. Remove, obscure, or alter ShowGizmo's copyright notices, trade marks, or other proprietary rights notices contained within or relating to the software;
 - iv. Use the ShowGizmo platform for the purpose of conducting any illegal or offensive activity;
 - v. Disrupt any portion of the website hosting the ShowGizmo platform or the underlying systems or use the ShowGizmo website, iPhone, Android or Mobile Web applications in any way which could interfere with any other user's use of it;
 - vi. Provide false information about yourself or impersonate any other person when accessing or attempting to access the ShowGizmo platform; or
 - vii. Access or attempt to access information entered into the ShowGizmo platform by any third party.
 - viii. Deal with all personal information provided by the Organiser via the Show Gizmo App or otherwise in accordance with the Privacy Act (1988).

3.10) Other Compliance

Delegates must also observe and comply with all reasonable requests, instructions or directions of the Organiser or any of its staff.

3.11) Substitutions

- a) Substitutions are permitted only with the prior written agreement of the Event Manager.
- b) Substitutions made during the Event require written permission from the original delegate and prior payment of any additional charges.
- c) Delegates are not allowed to share a registration – one registration per delegate.

3.12) Copyright, Photography & Filming

- a) For promotional purposes, there may be a professional photographer and video production taking place during the Event. Delegates who do not wish to be filmed or recorded should advise the Event Manager by email at cspurr@busvic.asn.au.
- b) All Delegates acknowledge that the material presented at an event is copyrighted and cannot be re-used without the written express permission of the Organiser.
- c) All unauthorised photography and the recording or transmitting of audio or visual

material, data or information is expressly prohibited.

- d) Delegates consent to filming, sound recording and photography of the event as an attendee and consent to the use by the Organiser of any such recording or photography anywhere in the world for promotional and other purposes.

4) FORCE MAJEURE:

In the event that the Event is cancelled or delayed due to a *force majeure* event and through no fault of the Organiser or the Venue including but not limited to fire, flood, labour disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slow-downs or disputes, then the Organiser will not be liable for any cost, damage or expense which may be incurred by a Delegate under these Terms.

5) GENERAL:

- 5.1) Each party covenants that upon the request of any other party to a Contract to give any consent do anything or act and execute any document as may be reasonably necessary to give full effect to a Contract.
- 5.2) A notice may be given by email or facsimile or by letter sent by pre-paid post and properly addressed to the person or party to whom it is directed.
- 5.3) These Terms shall be construed in accordance with and governed by the laws of Victoria and the parties submit to the jurisdiction of the courts of Victoria.
- 5.4) No agreement as between the parties varying or amending these Terms or any part of a Contract shall have any force or effect unless it is committed to writing and signed by the parties.
- 5.5) If a court, arbitrator, tribunal or other authority determines that a sentence, paragraph or clause of this contract is unenforceable, illegal, or void, then it must be severed and the other provisions of these Terms remain operative and binding upon the parties.
- 5.6) The parties agree that nothing in these Terms shall constitute a partnership, agency, employer/employee relationship or joint venture arrangement between them.