

2021 MAINTENANCE CONFERENCE AND TRADE SHOW



DELEGATE HANDBOOK

<https://www.busvic.asn.au/2021BusVicConference>



Location:

Melbourne Showgrounds
Victoria Pavillion
Epsom Rd, Ascot Vale VIC 3032



Dates:

Monday 28 June &
Tuesday 29 June, 2021

Gala Dinner:

Melbourne Room - Melbourne Convention
and Exhibition Centre, Level 1
Monday 28 June 6-10pm

Event Manager:

Lisa Muston

Mobile: 0420 234 595

Email: lmuston@busvic.asn.au

Address: PO Box 125, Port Melbourne VIC
3207

Event Webpage:

<https://www.busvic.asn.au/2021BusVicConference>

Car Parking

Available onsite close to the Victoria Pavilion at
a cost of \$15 per day. Entry via Gate 5.

Shuttle Buses

We will be running Shuttle buses between
the Showgrounds and South Wharf, timetable
available closer to the date.

Accommodation

BusVic does not make accommodation bookings.
Please contact any of the following accommodation
venues directly.

Crown Metropol

<https://www.crownmelbourne.com.au>
8 Whiteman St Southbank VIC 3006
Ph: +61 3 9292 6211

Crown Promenade

<https://www.crownmelbourne.com.au>
8 Whiteman St Southbank VIC 3006
Ph: +61 3 9292 6688

Quest Flemington

<https://www.questapartments.com.au>
Address: 600 Epsom Rd, Flemington VIC 3031
Phone: (03) 9371 2200

Quest Maribyrnong

www.questmaribyrnong.com.au
USE PROMO CODE BUSVIC TO OBTAIN A 15%
DISCOUNT
2A Wests Rd, Maribyrnong, VIC 3032
Ph : 03 9070 2222
Email : questmaribyrnong@questapartments.com.au

Terms & Conditions (pages 2 - 6)

Delegate registration and participation in the event
are subject to BusVic's 2021 BusVic Maintenance &
Conference Trade Expo terms and conditions in this
handbook.

If you have registered other delegates for the event,
please ensure that they receive a copy of this
handbook.

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.

Terms & 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 2021 BusVic Maintenance Conference & Trade Show.

e) Event Duration

Event duration means Monday 28 & Tuesday 29 June 2021 (inclusive).

f) Event Manager

Event manager means

Lisa Muston

Ph: 03 9914 7027

Mobile: 0420 234 595

Email: lmuston@busvic.asn.au

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 Melbourne Showgrounds, Epsom Rd, Ascot Vale, Victoria 3006.

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 during registration 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 a 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 cancellation is made online, or in writing, on or before close of business on the cancellation date in c) below; and

c) If the conditions of clause 3.1 b) are met, the Organiser shall retain the following monies:

1) 50% of the Payments made if notice of cancellation is given before June 14, 2021; and

2) 100% of the Payments made if notice of cancellation is given on or after 21, June 2021.

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 Maintenance Conference & Trade Show is smart casual, and the dress code for the Gala Dinner is business attire.

3.4) Delegate Representation and Conduct

At all times during the opening hours of the Event, Delegates must:

a) Not take into, or cause to be taken into, the Venue any dangerous or hazardous goods.

b) Not hold or allow to be held any sale by auction, lottery, raffle, guessing competition, game of chance etc at the Venue.

c) 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.

d) Not do any act which in the sole opinion of the Organiser may bring discredit upon the Event. Keep noise to a level deemed acceptable by the Organiser.

e) 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 Sunday 27 June 2021

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 Friday 25 June 2021.

c) No Delegates will be permitted to attend the Event with amounts outstanding at Friday 25 June 2021, unless special arrangements have been made with the Event Manager.

3.8) Other Compliance

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

3.9) 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.

3.10) 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 lmuston@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.