

Event Partnership Terms & Conditions

1. Partnership

- 1.1. The Partner agrees to pay the Partnership Fee to the Entity on the terms and conditions of this Agreement.
- 1.2. The Entity will provide the Partner with the Partnership Entitlements as per schedule 2 in consideration of payment of the Partnership Fee.
- 1.3. The Partner must inform itself of the requirements of the Entity in respect of the Partnership Entitlements.
- 1.4. The Entity may reduce or limit the extent of the Event/Conference or may cancel the Event/Conference at any time in its absolute discretion and the Partner is not entitled to any compensation, damages, refunds, costs (including legal costs) or penalties arising from or connected with reduction, limitation or cancellation of the Conference.
- 1.5. When using the venues and facilities used for the Entity Events/Conferences, the Partner must ensure its personnel comply with all rules, directions and procedures including those relating to security and to work health and safety which are in effect at those premises or in regard to those facilities.

2. Entity's Logos and Partner's Logo

- 2.1. The Partner agrees that the Entity shall use the Partner's Logo in its Advertising Materials and the Partner grants to the Entity a non-exclusive, royalty free non-transferable licence to use the Partner's Logo for the Term for the purpose of the Advertising Materials and for the purpose of conducting the Event/Conference.
- 2.2. As consideration for arranging the Event/Conference, when available the Entity grants to the Partner a non-exclusive, royalty free non-transferable licence to use the approved Entity's Event/Conference digital banner for the Term for the sole purpose of promoting the Partner's involvement in the Conference.
- 2.3. The Entity must use the Partner's Logo in accordance with any style guides and guidelines for use provided by the Partner.
- 2.4. The Partner must use the Entity's Logos in accordance with any style guides and guidelines for use provided by the Entity. Each use of the Entity's logos must be approved prior to publication.
- 2.5. Nothing in this Agreement operates to transfer the Intellectual Property held by either party in their respective logos to the other party.

3. API Advertising Terms & Conditions

- 3.1. Dates for advertising to be agreed at time of booking.
- 3.2. Content of all advertisements, as well as any links, are subject to the approval of the API's nominee, who reserves the right to reject any advertisement.
- 3.3. All details around the sending of Member News and Career Centre email and posting on the API's Social Media, including timing, is solely at the discretion of the API.
- 3.4. Space will be charged as booked for cancelled and/or overdue material. For recurring advertisements where advertising material is overdue, a previous advertisement may be repeated.
- 3.5. Payment must be received prior to the API using any advertisement.
- 3.6. The API Career Centre website advertisement must be uploaded and live before and when the API Career Centre email is sent.
- 3.7. Cancellation of advertisements will not be accepted after payment has been received from the advertiser.
- 3.8. It is the responsibility of the advertiser and/or the advertising agent to ensure that the advertisement complies with the Trade Practices Act 1974 as amended. All advertisements are accepted for publication on the condition that the advertiser indemnifies the publisher and its servants against all actions, suits, claims, loss and/or damages resulting from anything published on behalf of the advertiser.

3.9. Banner Ads

- 3.9.1. Advertiser is to supply the proposed advertisement in the correct size as either a .jpg, .gif, or .png file only, saved in a RGB format.
- 3.9.2. Banners are not available exclusively to any sponsor or partner.
- 3.9.3. The number of advertisements that can appear in the Member News or Career Centre email is solely at the discretion of the API. Should the limit be reached, advertising may not be available in a particular edition or, in the case of bulk purchases, advertising may be held over until the next edition.
- 3.9.4. All details around the sending of Member News and Career Centre email, including timing, is solely at the discretion of the API.
- 3.9.5. Members News Banners are to be created and delivered to the API in the following dimensions:
- 3.9.6. In line with spam compliance requirements, Members may unsubscribe from the API Member News.
- 3.9.7. The API website is responsive. To allow your advertisement to display correctly on a mobile and a desktop two size advertisements are required being:
 - 728px x 90px
 - 320px x 100px
- 3.9.8. Careers Centre Email Banners are to be created and delivered to the API in the following dimensions:
 - 550px x 150px
- 3.9.9. Logos for inclusion in the Careers Centre Email are to be created and delivered to the API in high resolution format the following dimensions:
 - 150px width minimum

3.10. Advertorial

- 3.10.1. Article submission topics to be agreed in advance at time of booking space.
- 3.10.2. Article submissions must be provided at least two weeks prior to publication date.
- 3.10.3. The word “advertisement” will be placed above or below copy which, in the publisher’s opinion, resembles editorial content.

3.11. Australian & New Zealand Property Journal Magazine Specifications

Size	Trim Size (height x width)	Type Area (height x width)
Full Page	276 x 210mm	231 x 176mm
Double page spread	Must submit as two separate full pages marked as right and left	
1/2 Horizontal	136 x 210mm	116 x 176mm
1/2 Vertical	276 x 103mm	231 x 86mm
1/3 Horizontal	97 x 210mm	77 x 176mm
1/3 Vertical	276 x 75mm	231 x 58mm
1/4 Horizontal	78 x 210mm	58 x 176mm
1/4 Vertical	276 x 61mm	231 x 44mm

- 3.11.1. The API and its publishers only accept advertising material sent as a print ready PDF file distilled to specific specifications (distiller settings can be e-mailed on request). Files can also be distilled to 3DAP guidelines. PostScript type 1 or type 2 fonts only to be used. All images used in producing the PDF MUST be CMYK not RGB.
- 3.11.2. Documents must be set to the correct size and in the case of a full page must include 5mm bleed on all sides.
- 3.11.3. All Double Page Spread Ads should be supplied as separate Left and Right Hand Pages

3.11.4. PDF files cannot be altered in any way by the API publishers, all changes must be done by the client prior to dispatching. API's publisher cannot be held responsible for the reproduction of adverts if the original material used was of a low resolution or if RGB colours were used.

3.11.5. Ads can be e-mailed directly to the coordinator (the API publisher can accept any size file).

3.11.6. Receipt of Material

We have an obligation to you and others to deliver our publications on time and therefore material must be received by the close of business on the deadline. If not, for current advertisers existing material will run and for new advertisers a filler advertisement will be run. The full price will be charged to all advertisers.

4. Intellectual Property

4.1. The Parties acknowledge that they each own the intellectual property in of their own Logo and nothing in this Agreement permits the use, reproduction, adaptation or replication of that intellectual property by the other Party unless expressly authorised by this Agreement.

4.2. Intellectual property in any material generated by the Entity to promote the Event/Conference shall vest in the Entity upon its creation.

4.3. Each party warrants that it has all consents, permissions and assignments in relation to any Intellectual Property owned by a third party.

4.4. Title to and Intellectual Property in any material produced by the Entity to promote the Event/Conference shall vest in the Entity and nothing in this Agreement shall operate to transfer title or Intellectual Property rights to the Partner.

4.5. This clause survives the termination or expiry of this Agreement.

5. The Entity's Obligations and Warranties

5.1. During the Term of this Agreement the Entity will:

5.1.1. host or procure the hosting of the Event/Conference;

5.1.2. if required, develop the Event/Conference brochure and shall be responsible for printing the Event/Conference brochure which will include the Entity's name and the Entity's Logo and the Partner's name and the Partner's Logo;

5.1.3. develop all other marketing materials for the Event/Conference, referring to the Partner's Partnership of the Event/Conference;

5.1.4. use its best endeavours to ensure that the Partner receives the Partnership Entitlements in accordance with this Agreement outlined in schedule 2; and

5.1.5. use its best endeavours to market the Event/Conference to the Audience

5.2. The Entity acknowledges and warrants to the Partner that:

5.2.1. it has the authority to enter into this Agreement;

5.2.2. it is able to perform all of its obligations under this Agreement;

5.2.3. it has, and will continue during the Term to have, the exclusive right to:

5.2.4. organise, host and conduct the Event/Conference; and

5.2.5. administer the Partnership Entitlements;

5.2.6. the Entity shall obtain and hold (or at the relevant times shall hold) all licences, permits, insurances and other authorisations from private, local, State or Commonwealth authorities necessary to conduct the Event/Conference.

6. Partner's Obligations and Warranties

6.1. During the Term of this Agreement, the Partner will:

6.1.1. (a) pay the Partnership Fee in accordance with schedule 3

6.1.2. (b) provide to the Entity or its nominee, copies of the Partner's Logo for use in the promotion of the Event/Conference in any medium requested by the Entity or its nominee; and

6.1.3. (c) comply with all applicable laws and regulations.

- 6.2. The Partner warrants to the Entity that:
- 6.2.1. as at the date of this Agreement the Partner is free to and has the authority to enter into this Agreement;
 - 6.2.2. the Partner shall ensure that any third Parties are informed that the Partner does not have the ability to compel the Entity to undertake any activities beyond the terms and scope of this Agreement;
 - 6.2.3. the use of the Partner's Logo will not infringe the rights of the Partner or any third party or infringe Australian law;
 - 6.2.4. the Partner will not do anything or become involved in any situation which, in the option of the Entity, brings the Entity and/or the Event/Conference into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon the Entity and/or the Event/Conference's reputation and the Entity will be the sole arbiter in this regard and a breach of this clause 6.2.4 shall be a material breach;
 - 6.2.5. to the best of its knowledge, information and belief, at the date of this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement. The Partner will inform the Entity if any potential conflict of interest arises during the Term. The Partner will take all reasonable measures to ensure that its employees and agents do not, during the term of the Agreement, engage in any activity or obtain any interest which is in conflict with this Agreement; and
 - 6.2.6. if the Partner is a company or has a business name or other similar trading registration, the Partner certifies that it has current registration and that it has complied with all requirements regulating conduct of its business.
- 6.3. The Partner acknowledges that the Entity may seek further and other partnerships from other parties and may grant partnership opportunities for the Event/Conference to other parties in its absolute discretion and without reference to the Partner.
- 6.4. The Partner and its related company will not engage in any commentary, editorial, promotion or public relations with local or national media regarding the Entity, the event and / or the contents of their speech at the event for at least 6 weeks prior to the event date and 2 weeks after the completion of the event without prior written consent from the Entity.
- 6.5. A breach of clause 6.2.4 will be considered a material breach for clause 9.

7. Confidentiality and Privacy

- 7.1. The terms of this Agreement and any negotiations or amendments of this Agreement are confidential unless it is or comes into the public domain otherwise than as a result of a breach of this Agreement or is required to comply with this Agreement.
- 7.2. Subject to clause 7.4, both parties must keep confidential and must not disclose or make available directly or indirectly to any third party any Confidential Information of the other.
- 7.3. The parties may use the Confidential Information only for the purposes of performing or receiving the benefit of this Agreement.
- 7.4. The parties must not disclose any Confidential Information of the other to any third person except:
- 7.4.1. to professional advisors on a confidential basis for the purpose of obtaining advice;
 - 7.4.2. with prior written consent of the other party; or
 - 7.4.3. where compelled to do so by law.
- 7.5. The parties undertake to:
- 7.5.1. take reasonable precautions to maintain confidentiality and prevent unauthorised disclosure and use of Confidential Information; and
 - 7.5.2. to ensure its staff observe the obligations of confidentiality imposed under clause 8.
- 7.6. The Partner must, with respect to any Personal Information it collects or accesses in the course of providing the Partnership:
- 7.6.1. comply with the Privacy Laws;
 - 7.6.2. not use the Personal Information other than for the purpose of performing this Agreement unless required or authorised by law or the relevant person consents to that use;
 - 7.6.3. take reasonable steps to protect Personal Information from misuse and loss and from unauthorised access, use, modification or disclosure;
 - 7.6.4. not disclose the Personal Information to any other person, unless required or authorised by law or the relevant person consents to that disclosure;
 - 7.6.5. ensure that only those personnel who are involved in the provision of services under this Agreement have access to the Personal Information;

- 7.6.6. ensure that its personnel are aware of its obligations under this clause 6 including, when requested by the Entity, requiring any of them to sign an undertaking in relation to Personal Information substantially in the form consistent with this clause;
- 7.6.7. immediately notify the Entity if it becomes aware that the disclosure of Personal Information is, or may be, required or authorised by law or if it becomes aware of any breach of this clause 7; and
- 7.6.8. on request by the relevant person, give to the person access to their Personal Information stored in any record held by it, except to the extent it is required or authorised by law to refuse to provide the person with access to that record.

7.7. The Partner acknowledges that, at no time unless expressly agreed in writing as provision of a partnership agreement, will it have access to any Entity database or list of members and that it will not be provided with any Personal Information concerning Members of the Entity or attendees at the Conference.

7.8. This clause survives the termination or expiration of this Agreement.

8. Indemnity

8.1. The Partner indemnifies and agrees to keep indemnified the Entity and all of its officers, employees and agents against any and all liabilities, expenses, losses, damages, costs (including legal costs) suffered or incurred by the Entity whether incurred directly or indirectly, as a result of or in connection with any failure by the Partner to perform, observe or fulfil any of the terms, conditions or warranties contained in or implied by this Agreement.

9. Termination of This Agreement

9.1. This Agreement may be terminated as set out in this clause 9:

- 9.1.1. Notwithstanding the other provisions in this Agreement, if either Party commits a breach of this Agreement (other than a material breach):
- 9.1.2. the other party may give written notice to that party to remedy the default; and
- 9.1.3. if the defaulting party has not remedied the default at the expiration of fourteen (14) days from the date of receipt of the notice, this Agreement will terminate on the expiration of that fourteen (14) day period.

9.2. If the Partner:

- 9.2.1. fails to pay the Partnership Fee in accordance with this Agreement and which shall be a material breach of this Agreement;
- 9.2.2. commits any material breach of this Agreement;
- 9.2.3. assigns this Agreement or any of the benefits or purports to assign, subcontract or otherwise divest itself of any of its obligations under this Agreement without the Entity's written consent;
- 9.2.4. enters into any arrangement, including a scheme of arrangement, or composition with its creditors or appoints or has appointed to it a receiver, receiver and manager, administrator, controller, liquidator or similar officer;
- 9.2.5. has a change in the direct or indirect beneficial ownership or control of its business;
- 9.2.6. ceases to carry on business or disposes of the whole or part of its assets, operations or business;
- 9.2.7. commits any act of bankruptcy or is unable to pay its debts as and when they become due;
- 9.2.8. abandons, is unable or refuses to proceed with the Partnership; or
- 9.2.9. has a conflict of interest under clause 9.2.5 of this Agreement,
the Entity may, without prejudice to any other rights it may have and without liability to pay damages or compensation, immediately terminate this Agreement by notice to the Partner.

9.3. The Entity may cancel the Conference/Event at any time at its sole discretion and, if it does, it will not be liable for any other loss, claim or damages incurred by the Partner arising from or in connection with the cancellation. Refunds may be made but will only be made in the same proportion as expenditure by the Entity has been committed to the event.

9.4. Where Force Majeure applies under this Agreement, the Partner will not be entitled to a refund of the Partnership Fee or for any other loss, claim or damages.

10. General

10.1. Costs

The parties to this Agreement shall pay their own costs (including legal costs), expenses and disbursements incidental to the preparation, execution and stamping of this Agreement.

10.2. GST

10.2.1. If GST is levied or imposed on or in respect of the Partnership Fee payable by the Partner in accordance with this Agreement, GST is payable by the Partner to the Entity at the rate levied or imposed, in addition to the consideration payable under this Agreement.

10.2.2. The Partner must pay the Entity an amount in respect of any GST that the Partner is required to pay under this Agreement at the time that the Partner is required to provide the Partnership Fee to which the GST relates. As a precondition to the payment of GST by the recipient, the supplier must issue to the recipient a tax invoice in respect to payment.

10.2.3. A Party's obligation to reimburse another party for an amount paid or payable to a third party (for instance, a Party's obligation to pay another Party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the Party being reimbursed is entitled to claim an input tax credit for that GST.

10.2.4. If a payment under an indemnity gives rise to a liability to pay GST, the Partner must pay, and indemnify the Entity against, the amount of that GST.

10.2.5. If the Entity has an indemnity for a cost on which the Partner must pay GST, the indemnity is for the cost plus all GST (except any GST for which the Entity can obtain an input tax credit).

10.3. 10.3 Variation and Waiver

10.3.1. This Agreement may only be varied or replaced by a document in writing executed by the parties.

10.3.2. A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

10.4. Governing Law

This Agreement is governed by and is to be construed in accordance with the laws applicable in the state the Conference/Event is being held. Each party submits to the non-exclusive jurisdiction of the courts of the relevant state, and any courts which have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

10.5. Entire Agreement

This Agreement contains the entire understanding between the parties as to the subject matter of this Agreement. All previous negotiations, understandings, representations or warranties concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect.

10.6. Relationship of the Parties

This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties. The Partner is independent to the Entity and has no authority to act for or to bind the Entity in any manner other than as expressly stated in this Agreement.

10.7. Unavoidable Delay

A party will not be entitled to exercise its rights and remedies upon the default of the other party (whether at common law or pursuant to the Agreement) if that default is caused by Force Majeure. Without limitation, where the event of Force Majeure continues for a period of more than fourteen (14) days, or such other period as the Entity, in its sole discretion considers reasonable in the circumstances, and notwithstanding clause 9 the Entity may terminate the Agreement.

10.8. Compliance with Laws

The Partner will comply with all relevant laws and the requirements of any statutory authority in performing its obligations under this Agreement.

10.9. Severability

The invalidity or unenforceability of any one or more of the provisions of this Agreement will not invalidate or render unenforceable the remaining provisions of the Agreement. Any illegal or invalid provision of the Agreement will be severable and all other provisions will remain in full force and effect.

10.10. Clauses to Survive Termination

The following clauses shall survive the early termination or expiration of this Agreement:

- (a) Clause 4 (Intellectual Property);
- (b) Clause 7 (Confidentiality and Privacy);
- (c) Clause 8 (Indemnity).