

# TERMS AND CONDITIONS OF BOOKING

# FUTURE OF MINING

## AUSTRALIA

- 1. Definitions**
  - 1.1 In these terms and conditions, the following terms have the following meanings:
    - “Company” The employer of the Delegate as named on the booking form.
    - “Delegate” Any person who attends the Future of Mining Conference.
    - “Conference” The Future of Mining Australia, 23-24 March 2020.
    - “Organisers” Aspermont
    - “Package” The facilities offered during the Event to include conference sessions, meals and refreshments during session breaks and presentation material post conference (where speaker permission has been granted)
- 2. Law and Jurisdiction**
  - 2.1 These terms and conditions shall be governed by and construed in accordance with Australian law and any disputes resulting from an interpretation of these terms and conditions shall be settled by Australian court.
- 3. Applications to attend an Event**
  - 3.1 Applications to attend an Event must be made via the Future of Mining online registration page or the Organisers’ official booking form, which must be completed in full. The Organisers may accept applications in writing or by facsimile, at their sole discretion, and on the understanding that these terms and conditions must be signed. No alterations to these terms and conditions can be accepted without the written consent of the Organisers.
- 4. Cost**
  - 4.1 The event will include all the facilities more specifically set out in the Contract.
  - 4.2 The Delegate will be charged and will pay the venue directly during the Event for all goods and services not included in the delegate package.
  - 4.3 The Delegate accepts that travel and hotel accommodation must be paid for by his or her company. The organisers will not accept invoices or charges relating to delegates travel and accommodation.
  - 4.4 In the event of an act of god God including strikes, civil disorder, or other emergencies including pandemics, any of which make it illegal or impossible to provide the facilities and/or services for your event, the organisers will not be liable for event related costs incurred in the lead up to the event.
- 5. Force Majeure**
  - 5.1 The Organisers will not be in breach of this agreement to perform any of its obligations as a result of an event beyond its control, including, without limitation:
    - i. act of God, lightning, storm, flood, fire, earthquake, cyclone, explosion or diseases or other emergencies like pandemics;
    - ii. strike, lockout or other labour difficulty;
    - iii. act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot insurrection, civic commotion, epidemic; or
    - iv. embargo, power or water shortage or lack of transportation (each hereafter referred to as a “**Force Majeure**”).
- 6. Withdrawal or Cancellation by Company Delegate and substitution policy**
  - 6.1 Any notification of withdrawal or cancellation by the Company and/or Delegate must be in writing and sent to the Organisers. Cancellation will be deemed to have occurred when written notification has been received by the Organisers.
  - 6.2 A substitution from the same organisation can be made at any time in writing at no extra charge
  - 6.2 The withdrawal of delegates causes the organisers a loss of earnings and therefore, we do not issue refunds once payment has been made.
  - 6.3 If a cancellation is received in writing more than 14 days before the conference, the delegate will receive a full credit note to a future event organised by Aspermont
  - 6.4 Cancellations received 14 days or less from the 1<sup>st</sup> day of the event will be liable for the full fee.
  - 6.5 The Organisers reserve the right to alter or cancel the Event without notice (including substitution, alternation or cancellation of event programme, speakers, topics, dates and location). The Organisers are not responsible for any loss or damage as a result of alteration of an event.
  - 6.6 If the Organiser cancels an event, payments received at the cancellation date will be credited towards attendance at a future conference or in the event of postponement towards the rescheduled date. All credit notes remain valid for twelve months
- 7. Payment terms**
  - 7.1 Full payment is due upon receipt of invoice.
  - 7.2 Delegates will not have rights to attend the Event until payment is made in full and will not be allowed to attend any other sessions or social functions at Future of Mining Australia 2020
  - 7.3 Payments by bank transfer can be made up until 21<sup>st</sup> February 2020. After 21<sup>st</sup> February 2020, only credit card payments will be accepted.
  - 7.4 All payments will be issued with a receipt and the delegate is liable to pay any necessary taxes and service fees where applicable.
  - 7.5 Once a delegate booking is complete, no future promotional offers can be used in conjunction with the original booking.
  - 7.6 This clause does not invalidate the delegates obligation under clause 6.
- 8. Postponement, abandonment or speaker cancellation**
  - 8.1 To the fullest extent permitted by law the Company shall not have any claim against the Organisers in respect of any loss or damage consequent upon the failure for whatever reason to hold any part of the Event or of the venue at which the Event is scheduled to take place becoming wholly or partially unavailable for the holding of the Event. If by rearrangement or postponement of the period of the Event, or by substitution of another venue for the holding of the Event, or any other reasonable manner, the Event can take place, the contract between the Organisers and the Company shall remain in force.
- 8.2** If the Organisers have to alter the content, scheduling, programme timing or speakers of the event, for any reason whatsoever including any eventuality which makes it illegal or impossible to run the event ; the organisers are not liable to refund delegate fees or pay for additional costs incurred by delegates attending the event.
- 9. Insurance**
  - 9.1 The Organisers are not responsible for the safety of any property of the Company or Delegate, or for its loss, damage or destruction or for any loss or damage sustained by the Company or the Delegate, in each case for any reason whatsoever. No responsibility can be accepted by the Organisers for any consequences arising from postponement or abandonment of the Event. The Company should take out its own insurance to cover all liabilities and risks as well as non-attendance by the delegate for whatever reason.
- 10. Fire Precautions**
  - 10.1 The Company and the Delegate must comply with any reasonable instructions given by the venue or any other authority regarding fire precautions.
- 11. Information and Copyright**
  - 11.1 Information supplied by the Organisers in relation to any event is accurate to the best of their knowledge and belief, but shall not constitute any warranty or representation by the Organisers and any inaccuracy or mistake in such information or omission from it shall not entitle the Company to cancel its booking.
  - 11.2 Unless stated otherwise, all information and data relating to the Event, which is supplied by the Organisers to the Delegate, is for use by that Delegate only, is the copyright of the Organisers and cannot be passed on to any third party for any purpose.
- 12. Exclusion**
  - 12.1 The Organisers reserve the right to exclude or remove from the Event any person whose presence, in the opinion of the Organisers, is or is likely to be undesirable or may put the safety and wellbeing of the other delegates or staff at risk.
- 13. Data Protection**
  - 13.1 We’d like to send you information on other events and Aspermont services that are relevant to you. Submitting your details tells us that you’re OK with this and you also agree to our **privacy policy** and **cookie policy**. You can opt out of these communications at any time by emailing [events@aspermontmedia.com](mailto:events@aspermontmedia.com)
  - 13.2 We’d like to send you commercial messages that might be relevant to you on behalf of our partners. Submitting your details tells us that you’re OK with this and you also agree to our **privacy policy** and **cookie policy**. You can opt out of these communications at any time by emailing [events@aspermontmedia.com](mailto:events@aspermontmedia.com)