



THE UNIVERSITY OF
AUCKLAND
Te Whare Wānanga o Tāmaki Makaurau
NEW ZEALAND

CONFERENCE SERVICES AGREEMENT

Australian and New Zealand Communication Association Inc

ANZCA Conference 2018

Event Services, University of Auckland,
Level 6, 1-11 Short Street, Auckland 1010



promoting thinking
disseminating research
advancing knowledge

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CONFERENCE SERVICES AGREEMENT

AGREEMENT DATED: Tuesday, 13 June 2017

PARTIES

- A. The University of Auckland (the “**UOA**” or “**University**”)
- B. Australian and New Zealand Communication Association Inc (the “**Client**”)

BACKGROUND

- a) The Client is planning to conduct the **ANZCA Conference 2018** (the “**Event**”).
- b) UOA submitted a proposal to the Client to provide event management services for the Client's Event.
- c) The Client has agreed to appoint UOA to organise and promote the Event and UOA has agreed to organise and promote the Event on the terms and conditions set out in this Agreement.

AGREEMENT

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

"Account Manager"	means the Relationship Manager appointed by UOA.
"Additional Charge"	means a charge payable by the Client not listed in Schedule 2 (Summary of Charges).
"Agreement"	means this agreement together with its schedules, and including any variations to it.
"Attendee"	means a person who has completed a Registration process and attends the Event.
"Business Day"	means any day other than a Saturday, Sunday or Public Holiday, on which trading banks are open for business in Auckland.
"Change"	means any change to the Services, including: <ul style="list-style-type: none">(a) any change to the nature or scope of the Services;(b) any delay or postponement of the Event; or(c) any change to the timing and delivery of the Services, but excludes an increase or decrease in the number of Attendees.
"Charge"	means the fee charged by UOA to the Client for the provision of Services and associated services, products, personnel, use of UOA space, equipment and any other costs directly related to the Event and includes the Fixed Charges, Variable Charges, and Additional Charges.

"Confidential Information"	means the provisions of this Agreement, and all other information of a confidential nature obtained as a result of the negotiations for this Agreement or entering into or performing this Agreement.
"Deposit"	means a payment made by the Client to UOA in advance of the Event in order to secure products and services.
"Event"	means the event described in Schedule 1 of this Agreement.
"Event Finish Date"	means the date specified as such in Schedule 1 of this Agreement or as otherwise agreed by the parties in accordance with clause 5.
"Event Start Date"	means the date specified as such in Schedule 1 of this Agreement or as otherwise agreed by the parties in accordance with clause 5.
"Fixed Charges"	means the Charges payable by the Client which do not vary as specified in Schedule 2.
"Force Majeure Event"	means an extraordinary event or circumstance beyond the reasonable control of a party such as an act of God (but excluding lack of funds).
"GST"	means the goods and services tax payable pursuant to the Goods and Services Tax Act 1985.
"Materials"	all written and graphical materials, designs, set up and anything else created by or for the Client in the course of organising the Event.
"Materials Cost"	means the total costs of Materials for the Event.
"Objectionable Activity"	means behaviour, conduct, activity or content that UOA considers (in its sole discretion) is of an objectionable nature or may breach reasonable standards of public decency.
"Other Revenue"	means any other revenue agreed between parties to have been generated as a direct consequence of the Event.
"Registration"	means the online process by which a person subscribes and makes payment for the Event.
"Registration Revenue"	means the total amount collected by UOA (on behalf of the Client) from the sale of Registrations for the Event.
"Relationship Manager"	means the relationship manager nominated by a party in accordance with clause 32.
"Services"	means the services outlined in Schedule 1.
"Sponsorship Revenue"	means the total amount collected by UOA (on behalf of the Client) from the sale of sponsorship packages by either the Client or UOA for the Event.

"Standard Clean"	means a vacuum of floors, wipe down of basins and emptying of rubbish bins between the hours of 7am and 7pm Monday to Friday.
"Statement of Account"	means the account statement prepared by UOA in accordance with clause 8.5.
"Term"	means the period commencing on the date of this Agreement and ending 6 months after the Event Finish Date or on a date otherwise agreed in writing by the parties.
"Third Party"	means a non-UOA entity providing services for the Event.
"Total Revenue"	means the Registration Revenue plus Sponsorship Revenue plus Other Revenue.
"UOA Premises"	means any land and/or building owned, leased, or otherwise occupied by UOA.
"UOA Sponsor"	means any third party that UOA has a sponsorship arrangement with (such as a naming rights sponsor).
"UOA Supplier"	means any supplier approved by UOA to provide a product and/or service or range of products and/or services to UOA or within UOA Premises.
"UOA Space"	means a space, room or place located within UOA Premises.
"Variable Charge"	means a Charge payable to UOA by the Client which may increase or decrease according to a variable parameters specified in Schedule 2 (Summary of Charges).
"Venue"	means the location where the Event will take place.

2. TERM

- 2.1 This Agreement will commence on the date of this Agreement and, unless terminated earlier in accordance with its terms, shall continue for the Term.

3. APPOINTMENT

- 3.1 The Client appoints UOA to provide the Services and, unless otherwise specified in this Agreement, as the sole and exclusive event organiser for the Event.
- 3.2 The Client appoints UOA to act as agent on behalf of the Client in matters relating to the planning and organising of the Event. The Client authorises UOA to enter into binding legal obligations on the Client's behalf in accordance with the terms of this Agreement. The Client indemnifies UOA against any liabilities which UOA may incur as a result of acting within the scope of its authority under this clause 3.2.

4. PROVISION OF SERVICES

- 4.1 In consideration of UOA providing the Services to the Client, the Client agrees to grant UOA the exclusive right to provide the Services subject to the terms of this Agreement. The Client:
- i. appoints UOA to provide the Services and, unless otherwise specified in this Agreement, as the sole and exclusive event organiser for the Event; and

- ii. agrees not to enter into any agreement or arrangement (other than this Agreement) in relation to the Event, unless otherwise agreed with UOA.
- 4.2 UOA will provide the Services to the Client, as set out in Schedule 1A (Services), Schedule 1B (Project Plan) and Schedule 1C (Reports).
- 4.3 In performing the Services, UOA shall take reasonable steps to:
 - i. to meet the Service requirements specified in Schedule 1;
 - ii. support the Client's objectives as they relate to the delivery of the Services; and
 - iii. provide advice and expertise to the Client to assist the Client to meet its objectives for the Event.
- 4.4 The Client agrees to perform the obligations set out in Schedule 4. The Client acknowledges that these obligations are outside of the control and responsibility of UOA.
- 4.5 The Client gives UOA permission to promote, advertise, or market UOA's involvement in the supply of the Services.

5. CHANGES AND EVENT POSTPONEMENT

- 5.1 Either party may request a Change to the Services. Any Changes agreed between UOA and the Client will be documented in writing as a variation to this Agreement in accordance with clause 34.1. The Client acknowledges that a Change to the Services may result in Additional Charges.
- 5.2 Without limiting clause 12 in any way, the parties acknowledge that any delay or postponement of the Event will be considered a Change to the Services and must be requested and agreed in accordance with clause 5.1. If both parties agree to a request to delay or postpone the Event, the Event Start Date and Event Finish Date will be amended accordingly.

6. NO ASSURANCES

- 6.1 UOA does not guarantee that:
 - i. a minimum number of people will either Register for or attend the Event; or
 - ii. the indicative financial forecasts it provides to the Client (if any) will be realised.
- 6.2 The Client acknowledges that all financial information (including budgets and forecasts) which UOA presents or provides under this Agreement is indicative only and is subject to uncertainties and contingencies, many of which are beyond the control of UOA. The Client understands that the Statement of Account may differ in a material manner from indicative budgets and forecast.

7. PERSONNEL

- 7.1 The Client will provide one person to act as Client manager to supervise and be responsible for the Client's personnel during the Event. The Client may replace its Client manager from time to time, provided it gives the Account Manager prior notice in writing.
- 7.2 If UOA considers that any of the Client's personnel do not meet, or have not complied with any requirements set out in this Agreement, or are otherwise unsatisfactory for the role they are performing, UOA may, by notice to the Client, require the Client to remove or stop the person from any further involvement with the Event. In such circumstances:
 - i. the client will end the relevant person's involvement with the Event immediately and will provide a suitably qualified replacement as soon as reasonably practicable; and
 - ii. if relevant, UOA may require that the person leave the UOA Premises immediately.
- 7.3 The Client shall be responsible for its personnel, their acts and omissions (including negligence) and their compliance with the terms of this Agreement at all times.

8. REVENUE, CHARGES AND TAX

- 8.1 The Client acknowledges that it is responsible, and will pay UOA, for all costs associated with the Event and the performance of the Services. UOA will be paid by way of Revenue received by UOA, and payment of the Charges, in accordance with clause 9.

- 8.2 UOA will collect any Registration Revenue and Sponsorship Revenue on behalf of the Client. Unless previously agreed by UOA, any invoices to Attendees not paid by the Event Finish Date will be passed to the Client for collection.
- 8.3 The Charges for the Services are set out in Schedule 2 and are exclusive of GST.
- 8.4 UOA may update Schedule 2 at any time by giving the Client 21 Business Days' notice in writing.
- 8.5 Within 10 Business Days of the Event Finish Date, UOA will provide the Client with a Statement of Account detailing the following:

Statement of Account
Total Revenue:
Number of Attendees
Total Registration Revenue
Total Sponsorship Revenue
Total Other Revenue
Charges:
Fixed Charges (including any Deposits paid)
Variable Charges (including any Deposits paid)
Additional Charges (including any Deposits paid)
Materials Cost
Total Balance:
(Total Balance = Total Revenue – Charges plus GST)

- 8.6 If the Client approves the Statement of Account, it will notify the UOA of such approval within 10 Business Days of receipt. If the Client disputes any part of the Statement of Account, it will, within 2 Business Days, provide UOA with written notice detailing its concerns about the Statement of Account. In such circumstances, the parties will work together to agree the Statement of Account including the Total Balance within 20 Business Days of the Client providing notice of its concerns. If the Statement of Account remains in dispute after this period, clause 31.5 will apply.
- 8.7 It is agreed and understood that the relationship between the Client and UOA is that of principal and agent. All actions taken, including costs incurred and payments received by UOA under this Agreement are in its capacity as agent for the Client. The parties recognise that the liability for any taxes (including withholding taxes, GST, use of money interest or penalties) in respect of those actions under New Zealand tax law, may rest with either the agent, the principal or both. As such, the parties agree that contractual liability for any amount payable to the Inland Revenue Department as a result of the actions of UOA is the liability of the Client and the Client will indemnify and hold the University harmless against any such payments.
- 8.8 It is further agreed that if required by law or requested in writing by the Inland Revenue Department, UOA has to pay, deduct or withhold any tax in respect of any payment made or received in relation to the conference, the Client agrees to pay to UOA that amount of tax within 14 working days of UOA notifying the Client.
- 8.9 The Client agrees to seek its own tax advice in respect of its obligations under tax law and acknowledge that it has not placed any reliance on UOA or information provided by UOA in determining its tax obligations.

9. PAYMENT

- 9.1 The Client shall pay all Deposits upon receipt of an invoice from UOA in accordance with the amounts and due dates outlined in Schedule 2 or as reasonably required by the terms of business of a Third Party. All Deposits are non-refundable. UOA accepts no responsibility for the loss of Third Party products and services as a result of non-payment of Deposits by the Client.
- 9.2 If the Total Balance set out in the Statement of Accounts agreed by the parties in accordance with clause 8.6:
- i. is less than NZ\$0.00, the Client will pay the shortfall (ie 0 – Total Balance) to UOA.
 - ii. is greater than NZ\$0.00, UOA will pay the Total Balance to the Client
- 9.3 Within 7 Business Days of the Statement of Account being finalised in accordance with clause 8.6, the relevant party will invoice the other party for the amounts owed to it under clause 9.2. The invoice must be a valid tax invoice and must be paid by the other party within 7 Business Days of that party receiving the invoice.

10. VENUE HIRE

- 10.1 UOA will book a Venue for the Event. Access to the Venue is subject to the Client paying any Venue Deposit specified in Schedule 2 prior to the Event Start Date.
- 10.2 If the Venue for the Event is located on UOA Premises clauses 11 to 21 shall apply.
- 10.3 If the Event is not held on UOA Premises, the Client agrees to comply with any terms and conditions applicable to the use of the Venue (as issued by the Third Party who owns or manages that Venue).

11. BOOKING OF UOA SPACE

- 11.1 The Account Manager will book the UOA Space required for the Event in accordance with the UOA bookable spaces policy (as updated by UOA from time to time).
- 11.2 The Charge for using the UOA Space is detailed in Schedule 2. This Charge is based on the costs incurred by UOA as a direct result of the Client using the UOA Space for the Event.
- 11.3 The legal right to possession or control over UOA Premises remains vested in UOA and access to the UOA Space for the purposes of the Event does not entitle the Client to the exclusive use of the UOA Space at any time.

12. UNAVAILABILITY OF UOA SPACE

- 12.1 UOA will use reasonable endeavours to ensure any UOA Spaces booked for use by the Event are available for the Event. However, the Client acknowledges that:
- 12.1.1 UOA is an educational institution and as such UOA prioritises teaching activities held within University Spaces over other activities; and
 - 12.1.2 building activity at the UOA Premises may from time to time interfere with the availability of a UOA Space.
- 12.2 If the UOA Space booked for the Event is no longer available because the UOA Space is required for teaching activities or due to building activity, UOA will use reasonable endeavours to provide an alternate UOA Space which meets the requirements of the Event. If UOA cannot provide an alternative UOA Space, the parties will meet to discuss options for alternative Venues. If the parties cannot agree on an alternative Venue, UOA may terminate this Agreement in accordance with clause 28.1vi .
- 12.3 UOA will provide the Client with as much notice as is reasonably practicable if a UOA Space is no longer available for the Event but UOA will not have any liability for any loss suffered or incurred by the Client as a result of the UOA Space not being available.

13. NO OBJECTIONABLE ACTIVITY

- 13.1 The Event must not include or involve any Objectionable Activity. The Client agrees to notify UOA promptly if it becomes aware that the Event may include or involve any Objectionable Activity. If UOA learns that the Event may contain, include or involve any Objectionable Activity UOA may:
- i. consent to the relevant activity (with or without conditions);
 - ii. request that the Client delete or remove the relevant activity from the Event; or
 - iii. terminate this Agreement in accordance with clause 28.1.

14. PROPER CONDUCT

- 14.1 During the period of the Event whilst on UOA Premises and/or within the UOA Space the Client will (and will ensure that its personnel, including its employees, contractors, agents and invitees will):
- i. conduct and manage the use of the Venue in an orderly and lawful manner;
 - ii. not behave in a riotous, offensive or disorderly manner or in a manner that is likely to create a nuisance, cause danger or annoy other users of UOA Premises;
 - iii. not damage the reputation of UOA;
 - iv. not hinder, obstruct, or permit or allow any person to hinder or obstruct, any UOA representative or member of the emergency services in the exercise of their duties; and
 - v. comply with any conditions of use of the UOA Space included within this Agreement.
- 14.2 UOA reserves the right to remove or refuse admission to UOA Premises to any person who UOA considers is not complying with clause 14.1, or is causing or has caused the Client to be in breach of clause 14.1.

15. UOA SUPPLIERS AND SPONSORS

- 15.1 UOA will inform the Client of any UOA Sponsors and UOA Suppliers and any restrictions that may apply during the Term of this Agreement. The Client shall not act or omit to act in any way which causes UOA to be in breach of any of its obligations to UOA Sponsors and UOA Suppliers as advised to the Client from time to time. To avoid doubt UOA will be entitled to update the Client during the Term of any new UOA Sponsors or UOA Suppliers.
- 15.2 Without limiting clause 15.1 in any way, at all times UOA retains the exclusive right to control the provision of all forms of food and beverages on UOA Premises (whether alcoholic or non-alcoholic). Unless prior written approval has been given by UOA, the Client may not bring any food or beverages onto UOA Premises and must not remove any food or beverages from UOA Premises without express written authorisation from UOA.
- 15.3 Without limiting any other provision within this Agreement the Client must comply with the conditions and requirements under the Sale and Supply of Alcohol Act 2012 and the host responsibility policy of UOA (as updated by UOA from time to time).
- 15.4 UOA acknowledges that the Client may be party to sponsorship arrangements with other parties. UOA will use reasonable endeavours to accommodate the requirements of such parties without compromising arrangements with Approved Suppliers.

16. DELIVERIES AND STORAGE

- 16.1 The Client must notify the Account Manager in advance of all deliveries to the UOA Space. The Account Manager will notify the Client of the most appropriate delivery address for the Event, and will agree with the Client a delivery date and time that is suitable to both UOA and the Client.
- 16.2 Deliveries made in advance of the Event Start Date will only be accepted by UOA if there is suitable storage space available at UOA Premises.

- 16.3 Unless otherwise agreed in writing in advance of delivery, UOA will not provide any secure space for Client deliveries. Any deliveries for the Client made to UOA Premises (whether before, during or after the Event Start Date):
- i. must be clearly marked with the name of the Event; and
 - ii. will be at the sole risk of the Client.
- 16.4 UOA does not accept any liability for any loss or damage relating to the delivery or storage of the Client's property.
- 16.5 The Client must remove all items, equipment and property relating to the Event from the UOA Space or UOA Premises at the end of the Event. The Client may be required to pay an Additional Charge if UOA is required to remove any Client items, equipment or other property remaining after the Event.

17. CLEANING, WASTE REMOVAL AND DAMAGES

- 17.1 UOA will provide a daily Standard Clean of the UOA Spaces used for the Event and remove reasonable amounts of waste.
- 17.2 The Client will inform UOA of, and obtain UOA's agreement to, any activity which may result in any form of damage to UOA property or UOA Premises prior to commencing any such activity. The Client will not:
- i. make use of nails, staples, screws or any fixing for any purpose on walls, ceilings or floors without the prior approval and supervision by UOA personnel;
 - ii. remove, alter or adjust any UOA property or UOA Premises without the prior approval and supervision of UOA personnel; or
 - iii. allow any building, painting or set piece construction to take place within UOA Premises.
- 17.3 The Client is responsible for all costs incurred by UOA in replacing UOA property or making good any damage to UOA Space, UOA property or UOA Premises caused by the Client or the Client's representatives or Attendees. Any such making good will be arranged by UOA, and must be conducted by an approved trade staff member or supplier of UOA, not the Client.

18. ADDITIONAL CHARGES FOR CLEANING AND DAMAGE

- 18.1 UOA may charge the Client a reasonable Additional Charge for:
- i. any damage to the Venue or loss of property from the Venue caused by the Client, the Client's personnel or Attendees;
 - ii. any extra cleaning or rubbish removal required; and
 - iii. the disposal of any items, equipment or other property that the Client, the Client's personnel or Attendees bring into the Venue and have not removed by the end of the Event.
- 18.2 The Client will pay any Additional Charge in accordance with clause 9.

19. COMPLIANCE WITH LAWS, POLICIES, STANDARDS AND DIRECTIONS

- 19.1 The Client will comply with the provisions of all statutes, regulations, ordinances and bylaws applicable to the Event or any activity carried out by the Client within the UOA Space, with particular reference to the Health and Safety in Employment Act 1992 and the Fire Safety and Evacuations of Buildings Regulations 1992.
- 19.2 UOA must hold all authorisations, consents, permits and licences required under any law to organise the Event as contemplated by this Agreement.
- 19.3 Whilst on UOA Premises the Client must:
- i. comply with all UOA protocols, policies, codes of conduct and/or procedures (which may be updated from time to time) as notified by UOA to the Client;
 - ii. do nothing that may jeopardise or invalidate licences and permits held by UOA; and

- iii. comply with directions of UOA security and designated building fire wardens at all times and in particular during an evacuation of a UOA Space.

20. HEALTH AND SAFETY

- 20.1 The Client will meet all applicable health and safety legislative obligations and use best endeavours to ensure the health and safety of any person entering UOA Premises in relation to the Event.
- 20.2 The Client must comply with the directions of UOA in relation to health and safety matters and any other directions required to ensure that UOA complies with New Zealand standards relating to precautions against fire and panic in places of assembly.
- 20.3 The Client acknowledges that inspections and audits may be carried out at any time by any health and safety inspection organisation or any nominated UOA department.
- 20.4 The Client will comply with the Smoke-Free Environments Act 1990 and all related UOA policies. No smoking is permitted on UOA Premises including indoor and outdoor spaces.
- 20.5 The Client must not use naked flames, fireworks, embers, incense or electric heaters within the UOA Space without the prior express written permission of UOA and without first obtaining the appropriate licenses (where applicable).
- 20.6 The Client must not block or cause to be blocked aisles, fire egress routes, exits or fire fighting equipment anywhere in the UOA Space.
- 20.7 The Client must not permit the UOA Space to be occupied by persons in excess of the maximum number advised by UOA.
- 20.8 The Client will nominate a health and safety representative for the purpose of ensuring compliance with this clause 20. The name of the health and safety representative must be advised to UOA and may vary from time to time. The health and safety representative must remain at the Venue for the duration of the Event.
- 20.9 The Client is responsible for briefing all members of the Client's personnel about the requirements of the UOA health and safety policy and any evacuation procedures relating to the Venue.
- 20.10 The Client will maintain a log of the Client's personnel within the UOA Space for the purpose of evacuation.
- 20.11 The Client must notify UOA immediately if it receives a notice (whether verbally or in writing) from any person in relation to any health, safety or hygiene issues or other concerns relating to UOA Space.
- 20.12 The Client must immediately notify UOA of any hazard, incident or accident which the Client's personnel observe or become aware of and provide UOA with any assistance requested by UOA to facilitate any incident or accident investigation by UOA.

21. MERCHANDISE, BRANDING, BROADCASTING AND RECORDING

- 21.1 The Client must have the prior written approval of the Account Manager to display Third Party branding or advertising on UOA Premises. The Client shall remove promptly when requested any advertising, promotional, marketing or informational materials, including but not limited to posters, banners, flags, signs, emblems, advertising material or other media that is deemed inappropriate by UOA.
- 21.2 The Client must seek UOA's prior approval if it wishes to sell any goods or services (including books, t-shirts, photographs, merchandise and raffles) during the Event.
- 21.3 Neither party may make or broadcast any recording of the Event without the prior written consent of the other party.

22. NO ASSOCIATION

- 22.1 The Client agrees that, unless otherwise expressly authorised in writing by UOA, it is not entitled to, and shall not:
 - i. claim, deliberately create or seek to create any form of sponsorship, endorsement or other association with UOA;

- ii. use any and all marks, logos, emblems, devices and mascots which are used in relation to UOA; and/or
- iii. promote, advertise, market or otherwise communicate (whether publicly or in any so-called "business-to-business" environment) that it is involved in any way in the management of any aspect of UOA or that the Client or the Event is endorsed or approved by UOA.

23. WARRANTIES

23.1 The Client warrants that:

- i. it owns or has a licence to use the intellectual property rights in the Event;
- ii. it has all necessary rights, consents, power, authority or permits necessary to enter into this Agreement and at the date of this Agreement there are no existing agreements that conflict with this Agreement;
- iii. all information which it provides to UOA is true, accurate and not misleading in any material respects;
- iv. it will not do anything and shall ensure that its personnel do not do anything, which will or may bring UOA into disrepute; and
- v. no conflict of interest exists in relation to matters provided for in this Agreement.

23.2 UOA warrants that:

- i. it will exercise and provide the Services to a standard of care and skill that would normally be expected of a professional conference organiser;
- ii. it holds and will, to the extent required by law, keep in force and effect during the Term of this Agreement all consents, licences, registrations, certifications, approvals and permits required in order to perform the Services;
- iii. at all times during the Term it will comply with all laws relevant to the provision and performance of the Services in accordance with UOA obligations under this Agreement; and
- iv. it has all the necessary power and consents to enter into this Agreement, provide the Services and comply in full with its obligations hereunder.

24. INDEMNITY AND LIABILITY

24.1 The Client shall indemnify and hold harmless UOA, and its respective officers and employees, with respect to all and any claims of, and liability to, third persons for injury, death, loss, damage or liability of any type to the extent arising out of, or in connection with:

- i. any breach of the Client's obligations hereunder;
- ii. any breach of applicable laws by the Client or its personnel; and/or
- iii. any negligent or reckless act or omission of the Client or its personnel,

save to the extent that negligent acts or omissions of UOA have contributed to or caused such injury, death, loss, damage or liability.

24.2 UOA shall not be liable to the Client for any indirect, consequential or special loss or damage (including but not limited to loss of profit, loss of revenue, loss of business opportunity, or damage to goodwill). To the extent UOA is liable to the Client for any direct losses, UOA's liability will in no event exceed the amount paid to UOA by the Client under this Agreement.

25. INSURANCE

25.1 The Client will implement and/or maintain, for the Term, appropriate insurance policies sufficient to meet any claims for injury, death, loss, damage or liability of any type arising out of, or in connection with, any act or omission of the Client. Such insurance must be on terms and conditions acceptable

to UOA and with insurers acceptable to UOA and at a minimum meet the requirements set out in Part B of Schedule 4.

- 25.2 The existence or non-existence of (and level of) any such insurance(s) shall not in any way limit or otherwise affect the liability of the Client under this Agreement.
- 25.3 At the request of UOA, from time to time, the Client must provide certificates of currency evidencing that the insurances required by clause 25.1 are in full force and effect.

26. CONFIDENTIALITY

- 26.1 Each party will maintain confidentiality at all times, and will not at any time, directly or indirectly disclose or permit to be disclosed to any person, use for itself or use to the detriment of the other party any Confidential Information except:
- i. as required by law;
 - ii. if, and to the extent, the Confidential Information is already or becomes public knowledge otherwise than as a result of a breach of this clause 26 by the party disclosing or using that Confidential Information;
 - iii. as authorised in writing by the other party; or
 - iv. to the extent reasonably required by this Agreement (and without limiting the effect of this clause, a party may disclose Confidential Information only to its officers, employees or professional advisors on a 'need to know' and confidential basis, as is reasonably required for the implementation of this Agreement).

27. CANCELLATION OF THE EVENT

- 27.1 Any cancellation of the Event by the Client must be notified in writing to UOA immediately ("**Notice of Cancellation**").
- 27.2 If the Event is cancelled by the Client, the Client must pay a proportion of the Fixed Charges in accordance with the table below:

Number of days prior to the Event that the Event is Cancelled by the Client	Proportion of Fixed Charge payable by the Client
90 days	100%
Between 180 days and 91 days	75%
More than 181 days	50%

- 27.3 For the purposes of the table at clause 27.2, the number of days will be calculated from the date of receipt of Notice of Cancellation to the scheduled Event Start Date.
- 27.4 In addition to the proportion of Fixed Charge payable by the Client, if the Event is cancelled by the Client, the Client will also reimburse UOA for all Costs incurred in relation to the Event as at the date of the Notice of Cancellation which cannot be recovered. For the avoidance of doubt such costs include Venue Deposits, travel Deposits, Materials costs and any other costs directly attributed to the Event and incurred by UOA.

28. TERMINATION

- 28.1 In addition to any other right of termination or remedy conferred on the parties under this Agreement or by law, UOA may immediately terminate this Agreement, or temporarily suspend the operation of this Agreement, in whole or in part, by giving notice to the Client:
- i. if the Client fails to remedy any breach of its obligations under this Agreement within 2 Business Days or such other time as UOA may decide in its discretion;
 - ii. if the Client is in material breach of this Agreement. For the purposes of this clause, a material breach is a breach which, in the absolute and sole discretion of UOA, cannot be remedied (and to avoid doubt, any act of dishonesty will be deemed to be a material breach of this Agreement);
 - iii. if the Client has a receiver or statutory manager appointed in respect of itself or any material part of its assets, has any mortgagee enforce its rights under any mortgage over any material part of the Client's assets as a result of an event of default, potential event of default or review event (however described), is declared or becomes insolvent, is unable to pay its debts when they fall due, or is presumed unable to pay its debts in accordance with any applicable legislation;
 - iv. if the Client makes any assignment to, or enters into any arrangement for the benefit of, its creditors (other than for the purposes of a solvent restructuring);
 - v. if the Event is cancelled in accordance with clause 27;
 - vi. if the Venue is located on UOA Property and (1) required by UOA for the purpose of teaching or examinations or (2) is unavailable due to building activity, and UOA has elected to terminate this Agreement in accordance with clause 12.2; or
 - vii. as a consequence of Objectionable Activity in accordance with clause 13.1(iii).
- 28.2 To avoid doubt UOA shall not be obliged to compensate the Client if UOA terminates this Agreement under clause 28.1.

29. CONSEQUENCES OF TERMINATION

- 29.1 Any termination or expiry of this Agreement will not affect any rights of a party that have accrued before termination or expiry.
- 29.2 On termination of this Agreement pursuant to clause 28.1, the Client will be deemed to have issued a Notice of Cancellation for the purposes of clause 27.1. Without in any way limiting UOA's rights under this Agreement or at law in relation to any breach by the Client and/or any losses suffered by UOA, clause 27 will be deemed to apply and for the purposes of clause 27.2, the Client will be required to pay 100% of the Fixed Charge payable by the Client, and the timing calculation under clause 27.3 will not be applicable.
- 29.3 On termination or expiry of this Agreement each party (the "holder") shall:
- i. promptly return to the other party any property of the other party in the possession or control of the holder under or in connection with this Agreement; and
 - ii. except to the extent required by law, if required by notice from the other party, promptly return or (to the extent required by the other party) destroy all the other party's Confidential Information in the holder's possession or control, and certify in writing that it has done so.
- 29.4 Following termination or expiry of this Agreement, clauses 4.5 (promotion), 17.3 (damage to property), 21.3 (broadcast of the Event), 22 (no association), 24 (indemnity and liability), 26 (confidentiality), 29 (consequences of termination) and 31 (dispute resolution), together with any other provisions which are by their nature intended to survive, will remain in effect.

30. FORCE MAJEURE

- 30.1 A party (the "**affected party**") shall not be liable for any failure or delay in performance of any obligations under this Agreement to the extent such failure or delay is due to a Force Majeure Event, provided that the affected party:
- i. promptly notifies the other party (the "**non-affected party**") as soon as practicable of the nature and expected duration of the Force Majeure Event and keeps the non-affected party reasonably informed of the steps the affected party is taking to mitigate and remedy the Force Majeure Event;
 - ii. uses reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Agreement to the extent reasonably practicable; and
 - iii. resumes full performance as soon as reasonably practicable.
- 30.2 The other party shall be relieved of its corresponding obligations to the same extent the affected party is relieved of its obligations due to this clause 29.4.
- 30.3 If the Force Majeure Event prevails for a continuous period of more than 3 months, the non-affected party may terminate this Agreement by giving 10 Business Days' notice to the affected party. On the expiry of the notice period, this Agreement will terminate. If this Agreement is terminated in accordance with this clause UOA will refund to the Client, any Deposit monies received by UOA less any unrecoverable costs incurred by UOA in respect of the Event.

31. DISPUTE RESOLUTION

- 31.1 It is the intention of the parties to work in good faith to achieve the objectives that form the basis of this Agreement.
- 31.2 In the event of any dispute or disagreement between the parties relating to this Agreement or the provision of the Services the parties will follow the dispute resolution process set out in this clause 31.
- 31.3 Any dispute or disagreement between the parties ("**Dispute**") shall be referred in writing to the Relationship Managers for resolution by negotiation in good faith.
- 31.4 If the Relationship Managers are unable to resolve the Dispute within 5 Business Days, either Relationship Manager may require the Dispute to be escalated for resolution by their respective Chief Executive or nominated officers by negotiation in good faith.
- 31.5 If such officers are unable to resolve the Dispute within 10 Business Days of the Dispute being referred to them, either party may refer the Dispute to mediation in which case:
- i. the parties will jointly appoint a suitably qualified mediator to assist with the resolution of the Dispute;
 - ii. if the parties cannot agree on a suitably qualified mediator within 5 Business Days of the Dispute being referred to mediation, either party may request the chairperson or equivalent officer of LEADR New Zealand Inc. to appoint a suitably qualified mediator;
 - iii. unless otherwise agreed by the parties, the then current model mediation agreement issued by LEADR New Zealand Inc. will be used to manage and record any resolution of the Dispute; and
 - iv. the parties shall share the mediator's costs equally.
- 31.6 Nothing in this clause 31 shall preclude a party from taking immediate steps to seek urgent equitable relief before a New Zealand Court.

32. NOMINATED REPRESENTATIVES

- 32.1 Each party will nominate a Relationship Manager from time to time, who will be available at all reasonable times for consultation with the other party in connection with any and all matters arising under this Agreement.
- 32.2 The UOA Relationship Manager will be known as the Account Manager.

- 32.3 The Relationship Managers will attend meetings at times agreed to by the parties. Minutes will be taken and signed by the parties to signify that they are a true and correct record of discussions undertaken at the meeting.

33. NOTICES

- 33.1 Subject to clause 33.2, each notice or other communication under this Agreement must be given in writing to the Relationship Manager.
- 33.2 If a notice or other communication relates to a breach of this Agreement or relates in any way to clause 28, that notice or other communication must be delivered to Director Campus Life or the Client's Chief Executive Officer or equivalent (as applicable).
- 33.3 A communication in accordance with clauses 33.1 and 33.2 is deemed to be received by the addressee:
- i. in the case of an email, on the Business Day on which it was sent or if after 5pm the next Business Day after the date of sending;
 - ii. in the case of personal delivery, when delivered; and
 - iii. in the case of a letter posted to a New Zealand address, on the third Business Day after posting.
- 33.4 Each party shall give the other party notice of any change of Relationship Manager or personnel as soon as practicable.

34. GENERAL

- 34.1 **No assignment:** The Client may not assign, transfer or otherwise deal with any of its rights or obligations under this Agreement. A change in the effective control of the Client shall be deemed to be an assignment or transfer of the Client's rights and obligations under this Agreement.
- 34.2 **Variation:** No variation of or amendment to this Agreement will be effective unless in writing and signed by duly authorised representatives of the parties.
- 34.3 **Subcontracting:** UOA may subcontract any third party to provide all or any part of the Services. The entry by UOA into a subcontract will not relieve UOA from liability for the performance of any obligations under this Agreement.
- 34.4 **Severability:** If any term or provision of this Agreement is or becomes invalid or unenforceable or in breach of any Law, the validity of the remainder of this Agreement will not be affected and will remain in force and effect as if this Agreement had been executed with such term or provision eliminated.
- 34.5 **Governing law and jurisdiction:** This Agreement is governed by the Laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Agreement.
- 34.6 **Rights cumulative and non-exclusive:** All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by Law, this Agreement or otherwise.
- 34.7 **Entire Agreement:** This Agreement constitutes the entire agreement between UOA and the Client and supersedes any prior written or oral agreement in relation to its subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

EXECUTION

UOA

SIGNED for and on behalf of
THE UNIVERSITY OF AUCKLAND by

)
)
)
)
)
)
)

Signature

Christine McGonigal

Name

Event Services Manager

Position

Date

The University of Auckland

Private Bag 92019, Victoria Street West

Auckland 1142

NEW ZEALAND

CLIENT

SIGNED for and on behalf of
**Australian and New Zealand Communication
Association Inc** by

Signature

Name

Position

Date

Australian and New Zealand Communication
Association Inc

Street Address Line 1

Street Address Line 2

Street Address Line 3 - COUNTRY

Billing Address Line 1

Billing Address Line 2

Billing Address Line 3 - COUNTRY

SCHEDULE 1A – SERVICES

1. Background

1.1 This Schedule 1A sets out the nature of the Services to be provided by UOA to the Client. Schedule 1B set outs the key dates for Event planning purposes, Schedule 1C describes the reports UOA will provide to the Client.

2. The Event

- Name of the Event –ANZCA Conference 2018
- Type of Event - Conference
- Expected attendees – 250 - 270
- Event Start Date: Tuesday, July 3, 2018
- Event End Date: Friday, July 6, 2018

3. The Services

3.1 UOA will provide the following Services to the Client for the purpose of delivering the Event:

- 3.1.1 Project management
- 3.1.2 Financial management
- 3.1.3 Marketing and website development
- 3.1.4 Registration
- 3.1.5 Speakers and programme management
- 3.1.6 Social programme
- 3.1.7 Facilities management
- 3.1.8 Materials
- 3.1.9 Onsite management

4. Principal deliverables

4.1 The principal deliverables in providing the Services to the Client shall be to:

- 4.1.1 Plan, direct, control, manage and deliver the Services to the reasonable satisfaction of the Client.
- 4.1.2 Provide timely communications and reporting to the Client to ensure operational excellence through effective and collaborative planning.
- 4.1.3 Support the Client's objectives as they relate to the delivery of the Event.

5. Service level profile

5.1 The Service scope and key deliverables for each of the Services is detailed in the following table:

SERVICE LEVEL PROFILE			
Ref	Service	Service scope	Key Deliverables
1	<p>Project Management</p> <p>Provision of advice and recommendations to the Client to assist with decision making and reduce risks throughout the project.</p>	<ul style="list-style-type: none"> • Prepare an Event budget and forecast based on estimated numbers of attendees. • Provide a break-even analysis. • Issue the Event project plan with key milestones. 	<ul style="list-style-type: none"> • Budget, including break-even analysis • Project plan
2	<p>Financial Management</p> <p>The drafting and monitoring of the Event budget. The record keeping of all financial transactions for the Event.</p>	<ul style="list-style-type: none"> • Accounts receivable (registration / sponsors / donations). • Accounts payable (suppliers / key note speakers / materials / refunds). • Credit control prior to the conference start date. • Maintain the Event budget up to date. 	<ul style="list-style-type: none"> • Budget
3	<p>Marketing and Website Development</p> <p>Development and execution of a conference website, management of production of conference marketing materials.</p>	<ul style="list-style-type: none"> • Develop website, update and maintain website, website hosting. • Email notifications to all attendees • Liaison with graphic designers and printers in order to produce a logo and other marketing materials as required. 	<ul style="list-style-type: none"> • Website
4	<p>Registration</p> <p>The process of formally recording the enrolment of Attendees to the event.</p>	<ul style="list-style-type: none"> • Establish registration prices, fee structure and terms in consultation with the Client. • Create and maintain the online registration webpage. • Administer all registrations, RSVPs and ticket sales. (Receive, record, and confirm / process payments). • Reply to all Attendees' registration queries. • Process cancellations and pay appropriate refunds where necessary. • Selection of three preferred accommodation service providers 	<ul style="list-style-type: none"> • Registration web page. • List of all registered attendees

<p>5</p>	<p>Speakers and Programme Management</p> <p><i>On-line and/or paper management of abstract submissions, reviewing process and production of an abstract publication.</i></p> <p><i>Co-ordination of the speakers, the planning of the sessions, the overall logistics related to the contents of the Event programme, and the production of a programme.</i></p>	<ul style="list-style-type: none"> • <i>Organisation of the travel and accommodation for approximately three keynote speakers.</i> • <i>Management of abstract and papers submissions</i> <ul style="list-style-type: none"> ▪ <i>Confirm submission details and guidelines,</i> ▪ <i>Develop abstract template and instructions,</i> ▪ <i>Develop accept/decline letters,</i> ▪ <i>Develop and produce call for abstracts flier (email and hardcopy),</i> ▪ <i>Develop submission webpage and online submission process,</i> ▪ <i>Collate and disseminate received content to committee,</i> ▪ <i>Notify presenters of status (accepted/declined).</i> ▪ <i>It is understood that authors will submit abstracts only (no full paper submission) which will be reviewed by one committee member with the option for edits and resubmission.</i> 	<ul style="list-style-type: none"> • <i>List of abstracts received</i> • <i>Keynote speakers travel, transfer and accommodation bookings</i>
<p>6</p>	<p>Social Programme</p> <p><i>The proposal, sales and organisation of the social activities such as (but not limited to) opening and closing ceremony, gala dinner, tours, tours for accompanying participants, pre and post events.</i></p>	<ul style="list-style-type: none"> • <i>Propose suitable social activities for the Event.</i> • <i>Establish prices, fee structure and terms in consultation with the Client.</i> • <i>Create and maintain the online social programme webpage.</i> • <i>Administer all bookings, RSVPs and ticket sales.</i> • <i>Receive, record, confirm, process payments.</i> • <i>Reply to all Attendees queries regarding the social programme.</i> • <i>Process cancellations and pay appropriate refunds where necessary.</i> • <i>Manage all arrangements for the welcome function and conference dinner.</i> 	<ul style="list-style-type: none"> • <i>Signed agreement with Venue and catering suppliers.</i> • <i>Timetable of social events</i> • <i>List of registrations for each event</i>

7	<p>Facilities Management Selection of the venue, caterers and other venue service providers. Negotiation of the contract(s) while ensuring that the relevant requirements are met. Presentation to the Client of the options available for the Event. Negotiation of preferential rates.</p>	<ul style="list-style-type: none"> • Negotiate terms and prices as necessary. • Confirm reservations and pay Deposits where necessary to secure the booking. • Order the catering as required by the Client. • Selection and contracting of suppliers such as (but not limited to) AV, caterers, photographer, equipment hire, cleaners and security. • Creation of the exhibition floor plan, booking and coordination of exhibition equipment 	<ul style="list-style-type: none"> • Signed agreement with Venue and catering suppliers. • Menu's • Exhibition floor plan
8	<p>Materials The design and production of all materials required for the Event such as flyers, programmes, badges, bags, signage, corporate gifts, uniforms and posters.</p>	<ul style="list-style-type: none"> • Coordination of the design and printing of all materials as required by the Client. • Preparation of delegate packs and welcome information. • Purchase and branding of key speaker gifts. • Conference handbook management. 	<ul style="list-style-type: none"> • Conference materials • Handbook
9	<p>On-site Management The selection, contracting and co-ordination of suppliers and staff recruitment to resource the daily operation at the Event.</p>	<ul style="list-style-type: none"> • Overseeing set up and briefing of suppliers such as (but not limited to) AV, caterers, photographer, equipment hire, cleaners and security. • Recruitment and briefing of registration desk personnel and ushers to attend to Attendees needs at the event. • Troubleshooting and attending all Attendee needs. 	<ul style="list-style-type: none"> • Staff. • Running sheet. • Briefings.

SCHEDULE 1B – PROJECT PLAN

1. This schedule provides a project plan indicating the key milestone dates for planning the Event. Any changes to the milestone dates must be agreed between parties.

PROJECT PLAN	
Task	Month
Confirm Venue	March 2017
Confirm Services	June 2017
Agree budget	July 2017
Conference Website – landing page up	August 2017
Keynote speakers invited	August 2017
Social programme agreed, venues confirmed	November 2017
Keynote speakers confirmed	November 2017
Call for abstracts	November 2017
Registration opens	December 2017
Abstract submission closes	March 2018
Abstract acceptance notification sent	April 2018
Registration early-bird closes	1 June 2018
Conference handbook 1st draft	June 2018
Academic programme confirmed	June 2018

SCHEDULE 1C – REPORTS

This Schedule sets out the Reports UOA will prepare for the Event.

Forecast & Planning Reports

Project plan & Initial budget

Registration Report

Provide a registration report to the committee as soon as the registration site goes live and any subsequent update on a monthly basis, in relation to both:

- a. Registration for the Event
- b. Registration to Social Programme, eg welcome reception, conference dinner, opening ceremony

Accommodation Report

Report on identified accommodation options, proposed rates and services

Finance Reporting

Initial budget

Break even analysis

Budget updates on a monthly basis

Educational programme

Confirm abstract submission

On completion

Final registration schedule

Post event report including participation statistics and financial summary

Hand-over of file data useful for subsequent event including but not limited to Attendee list, sponsorship list, promotional lists

SCHEDULE 2 – SUMMARY OF CHARGES

1. All amounts provided within this schedule are shown exclusive of GST which shall be payable in addition at the prevailing GST rate in New Zealand.
2. The Charges:
 - a. Fixed Charges are those amounts payable by the Client which do not vary, as follows;

Fixed Charges	Amount	Notes
1. Project Management	\$2255.00	
2. Financial Management	\$3135.00	
3. Marketing and Website Development	\$1825.00	
4. Registration Services	\$1210.00	
5. Speakers and Programme Management	\$8980.00	
6. Facilities Management	\$1320.00	
7. Materials	\$2200.00	
8. Onsite Management	\$2970.00	
Total	\$23,895.00	

- b. Variable Charges are those charges payable by the Client which may increase or decrease according to a variable parameter in accordance with the following table:

Variable Charge	Parameter	Amount per parameter	Estimated total	Notes
1. Registration	Per registered Attendee	\$18.00	\$3600.00	Based on 200 registered Attendees
2. Credit card charges	Percentage of credit card transactions	2.5%	\$2476.09	Based on 200 registered attendees
3. Social Programme	Percentage of social programme expenses	3%	\$1712.10	Based on estimate budget in schedule 3
Total			\$7,788.19	

SCHEDULE 3 – INDICATIVE BUDGET

1. This Schedule sets out the indicative budget for the Event at the date of this Agreement. The Client acknowledges that the information provided will vary as planning for the Event progresses.
2. All financial information presented to the Client by UOA (including pursuant to Schedules 2 and 3) is indicative and to be used for information purposes only. An actual representation of the financial result of the Event will be presented as the Statement of Account post Event in accordance with clause 8.5 of the Agreement.

The information provided in this document is estimated for the ANZCA 2018 conference and excludes GST.						
REVENUE				Net	Net	Net
REGISTRATION	REGISTRATION PRICE (ex GST)	ADVERTISED PRICE (inc GST)	% of REG	150	200	250
Early-bird				Break even at 170 delegates		
Full Registration	\$ 373.91	\$ 430.00	65%	\$ 36,456.52	\$ 48,608.70	\$ 60,760.87
Tiered/Student Registration	\$ 186.96	\$ 215.00	7%	\$ 1,963.04	\$ 2,617.39	\$ 3,271.74
Standard						
Full Registration	\$ 460.87	\$ 530.00	20%	\$ 13,826.09	\$ 18,434.78	\$ 23,043.48
Tiered/Student Registration	\$ 230.43	\$ 265.00	3%	\$ 1,036.96	\$ 1,382.61	\$ 1,728.26
Complimentary	\$ -	\$ -	5%			
Total registration REVENUE				\$ 53,282.61	\$ 71,043.48	\$ 88,804.35
ADDITIONAL REVENUE	Values (ex GST)		ADDITIONAL UPTAKE			
Conference dinner (guest)	\$ 130.43	\$ 150.00	5%	\$ 978.26	\$ 1,304.35	\$ 1,630.43
Conference dinner (delegate)	\$ 130.43	\$ 150.00	65%	\$ 12,717.39	\$ 16,956.52	\$ 21,195.65
Total additional REVENUE				\$ 13,695.65	\$ 18,260.87	\$ 22,826.09
SPONSORSHIP AND EXHIBITION	Values (ex GST)					
Funding	\$ 10,000.00		1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total sponsorship REVENUE				\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL REVENUE				\$ 76,978.26	\$ 99,304.35	\$ 121,630.43
EXPENDITURE						
FIXED Service Charges	Ex GST	Qty		Net	Net	Net
Project Management				\$ 2,255.00	\$ 2,255.00	\$ 2,255.00
Financial Management				\$ 3,135.00	\$ 3,135.00	\$ 3,135.00
Marketing & Website Development				\$ 1,825.00	\$ 1,825.00	\$ 1,825.00
Sponsorship and Exhibition Management				\$ -	\$ -	\$ -
Registration Services				\$ 1,210.00	\$ 1,210.00	\$ 1,210.00
Speakers and Programme Management				\$ 8,980.00	\$ 8,980.00	\$ 8,980.00
Social Programme				\$ -	\$ -	\$ -
Facilities Management				\$ 1,320.00	\$ 1,320.00	\$ 1,320.00
Materials				\$ 2,200.00	\$ 2,200.00	\$ 2,200.00
Onsite Management				\$ 2,970.00	\$ 2,970.00	\$ 2,970.00
Total Fixed Service Charge				\$ 23,895.00	\$ 23,895.00	\$ 23,895.00
Variable Service Charge				Net	Net	Net
Registration fee per registration	\$ 18.00			\$ 2,700.00	\$ 3,600.00	\$ 4,500.00
Social Function Management (3%)	3%			\$ 1,097.40	\$ 1,439.70	\$ 1,782.00
Total Variable Service Charge				\$ 3,797.40	\$ 5,039.70	\$ 6,282.00
Third Party Service Charge				Net	Net	Net
Credit card charges	2.50%			\$ 1,674.46	\$ 2,232.61	\$ 2,790.76
Total Third Party Service Charge				\$ 1,674.46	\$ 2,232.61	\$ 2,790.76

FIXED Costs				Net	Net	Net
Marketing / Design				\$ 1,050.00	\$ 1,050.00	\$ 1,050.00
	Brand development (Design, logo, banners)	\$ 200.00	1	\$ 200.00	\$ 200.00	\$ 200.00
	Website development (Hosting, images, template)	\$ 250.00	1	\$ 250.00	\$ 250.00	\$ 250.00
	Handbook (print) development	\$ 600.00	1	\$ 600.00	\$ 600.00	\$ 600.00
Conference venue (Science Centre)				\$ 800.00	\$ 800.00	\$ 800.00
	Set-up fees	\$ 350.00	1	\$ 350.00	\$ 350.00	\$ 350.00
	Audio-visual	\$ 150.00	1	\$ 150.00	\$ 150.00	\$ 150.00
	Signage	\$ 100.00	1	\$ 100.00	\$ 100.00	\$ 100.00
	Registration booth	\$ 200.00	1	\$ 200.00	\$ 200.00	\$ 200.00
Welcome reception venue (Science Centre)				\$ 350.00	\$ 350.00	\$ 350.00
	Set-up fees	\$ 200.00	1	\$ 200.00	\$ 200.00	\$ 200.00
	AV	\$ 150.00	1	\$ 150.00	\$ 150.00	\$ 150.00
	Entertainment	\$ 500.00	0	\$ -	\$ -	\$ -
Conference dinner venue (OGGB Level 1 or Science Centre)				\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	Set-up fees	\$ 500.00	1	\$ 500.00	\$ 500.00	\$ 500.00
	AV (eg. Lectern, lighting, sound system)	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
	Entertainment	\$ -	0	\$ -	\$ -	\$ -
	Transport	\$ -	0	\$ -	\$ -	\$ -
Committee expenses				\$ -	\$ -	\$ -
Speakers (x3)				\$ 8,645.00	\$ 8,645.00	\$ 8,645.00
	Travel - International Speaker	\$ 3,500.00	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
	Travel - NZ / Australia Speaker	\$ 750.00	2	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
	Accommodation (\$220 per night)	\$ 220.00	12	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00
	Airport transfers (return)	\$ 180.00	2	\$ 360.00	\$ 360.00	\$ 360.00
	Breakfast (\$35 per day)	\$ 35.00	12	\$ 420.00	\$ 420.00	\$ 420.00
	Speakers fees	\$ -	0	\$ -	\$ -	\$ -
	Keynote gifts	\$ 75.00	3	\$ 225.00	\$ 225.00	\$ 225.00
Sponsorship and exhibition				\$ -	\$ -	\$ -
	Exhibition equipment (booths)	\$ 450.00	0	\$ -	\$ -	\$ -
Admin				\$ 250.00	\$ 250.00	\$ 250.00
	Couriers	\$ 100.00	1	\$ 100.00	\$ 100.00	\$ 100.00
	Sundry stationery	\$ 150.00	1	\$ 150.00	\$ 150.00	\$ 150.00
Total Fixed Costs				\$ 13,095.00	\$ 13,095.00	\$ 13,095.00
Variable Costs				Net	Net	Net
Conference catering				\$ 20,625.00	\$ 27,500.00	\$ 34,375.00
	Arrival tea and coffee	\$ 3.60	Qty 3	\$ 1,620.00	\$ 2,160.00	\$ 2,700.00
	Morning tea (2 items)	\$ 12.60	3	\$ 5,670.00	\$ 7,560.00	\$ 9,450.00
	Lunch	\$ 22.50	3	\$ 10,125.00	\$ 13,500.00	\$ 16,875.00
	Afternoon tea (1 item)	\$ 8.10	2	\$ 2,430.00	\$ 3,240.00	\$ 4,050.00
	Phd Presentations refreshments	\$ 5.20	1	\$ 780.00	\$ 1,040.00	\$ 1,300.00
Welcome reception catering				\$ 3,480.00	\$ 4,640.00	\$ 5,800.00
	Catering (platters)	\$ 15.00	80%	\$ 1,800.00	\$ 2,400.00	\$ 3,000.00
	Beverages	\$ 14.00	80%	\$ 1,680.00	\$ 2,240.00	\$ 2,800.00
Conference dinner				\$ 10,125.00	\$ 13,500.00	\$ 16,875.00
	Catering	\$ 70.00	75%	\$ 7,875.00	\$ 10,500.00	\$ 13,125.00
	Beverages	\$ 20.00	75%	\$ 2,250.00	\$ 3,000.00	\$ 3,750.00
	Table and Chair hire	\$ 13.00	75%	\$ 1,462.50	\$ 1,950.00	\$ 2,437.50
Materials				\$ 3,600.00	\$ 4,800.00	\$ 6,000.00
	Name Tag & Branded Lanyard	\$ 5.00		\$ 750.00	\$ 1,000.00	\$ 1,250.00
	Handbook w/ Abstracts	\$ 14.00		\$ 2,100.00	\$ 2,800.00	\$ 3,500.00
	Tote Bag	\$ 5.00		\$ 750.00	\$ 1,000.00	\$ 1,250.00
Total Variable Costs				\$ 37,830.00	\$ 50,440.00	\$ 63,050.00

TOTAL EXPENDITURE	\$ 80,291.86	\$ 94,702.31	\$ 109,112.76
TOTAL SURPLUS/DEFICIT	-\$ 3,313.60	\$ 4,602.04	\$ 12,517.67
Contingency 5%	\$ 4,014.59	\$ 4,735.12	\$ 5,455.64
TOTAL SURPLUS/DEFICIT	-\$ 7,328.19	-\$ 133.08	\$ 7,062.04

SCHEDULE 4 – CLIENT RESPONSIBILITIES AND INSURANCE

Part A – Client Responsibilities

This Schedule sets out the responsibilities of the Client. The Client acknowledges UOA's ability to provide the Services is dependent on the Client meeting these responsibilities.

CLIENT RESPONSIBILITIES	DATE DUE (WHERE APPLICABLE)
Abide by the signed agreement.	
Provide the Account Manager with clear requirements and objectives for the event.	
Provide the Account Manager with the Event name, theme, branding guidelines, pictures and appropriate logos to promote the event.	
Provide the Account Manager with the name, contact details and email list of members, delegates, committee members and all customer groups to be targeted or invited to the Event.	
Promote the Event by communicating the date and the programme through their own professional organisations, newsletter and publications.	
Provide the Account Manager with the information necessary to build the programme including but not limited to potential guest speakers' details, topics of interest, VIP guests, potential and committed sponsors.	
Proof read and approve the design of all Event related publications within the timeframes agreed with the Account Manager.	
Make timely decisions on aspects of the Event as required by UOA including decisions on <ul style="list-style-type: none"> - registration fee structure, including cancellation fees; - registration dates, early bird, and close off date(s); - abstract review process including deadlines; and - social programme activities, including costs, minimum and maximum numbers. 	
Review and sign off on preferred quotations for all additional variable costs, to ensure UOA is able to deliver the Event within the agreed budget.	
Where applicable, using own relationships, work towards securing the targeted sponsorship funds required to run the Event.	
Where applicable, be present at the Event to welcome participants and host as necessary.	
Take full responsibility for its own tax obligations, including the filing of GST and for complying with any Client taxation requirements relating to income from the Event.	

Part B – Insurance

1. During the Term of this Agreement, the Client must at a minimum maintain the following:
 - (a) public liability insurance that:
 - (i) provides indemnity against losses for which the Client may become liable for under this Agreement, including damage to UOA property; and
 - (ii) has a minimum policy limit of \$3,000,000;