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**2024 Essential Health Summit  
General Terms and Conditions  
ASLM Version 1 – 14/12/2023**

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## Parties

**Australasian Society of Lifestyle Medicine Ltd** (ABN 73 606 875 227) of 4 Maud Street, Myrtleford, Victoria, 3737 (**ASLM**)

and

The entity that purchases the 2024 Essential Health Summit exhibition/sponsorship (**'Sponsor'**).

## RECITALS

- A The Sponsor wishes to make a contribution to ASLM.
- B In exchange for the contribution, ASLM will grant the Sponsor the Sponsorship Benefits.
- C This document records the terms and conditions on which the Sponsor will make the Sponsorship Contribution and the Sponsorship Benefits which ASLM will grant the Sponsor.

## THE PARTIES NOW AGREE AS FOLLOWS

### 1 Period of Agreement

#### Start Date

- 1.1 This document commences upon payment of sponsorship (**'the Start Date'**).

#### End Date

- 1.2 This document ends on the completion of the Sponsorship Event (2024 Essential Health Summit – 25-27 July 2024) (**'the End Date'**) unless otherwise terminated or extended in accordance with this document.

### 2 Sponsorship Contribution

- 2.1 Terms used in this clause have the same meaning as those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 2.2 In order for this agreement to commence, the Sponsor must pay the Sponsor Contribution.
- 2.3 At the time of payment, the Sponsor must pay to ASLM any amount of GST that the Sponsor is required to pay in addition to the Sponsorship Contribution.
- 2.4 ASLM must issue a tax invoice in the format required by the GST Law to the Sponsor for the supply.

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- 2.5 The Sponsor warrants that it is registered or will be registered for Australian Business Number and for GST purposes at each time of taxable supply is made. The Sponsor must continually indemnify ASLM for any loss it suffers as a result of the Sponsor not being registered for Australian Business Number and GST purposes. On request by ASLM, the Sponsor must produce evidence that it is registered.

### **3 Sponsorship Benefits**

#### **Sponsorship Benefits**

- 3.1 In exchange for the Sponsorship Contribution paid/provided by the Sponsor, ASLM will grant the Sponsor the Sponsorship Benefits.

#### **Not an endorsement**

- 3.2 The Sponsor acknowledges and agrees that the grant of Sponsorship Benefits to the Sponsor is not an endorsement by ASLM of any particular good or service supplied by the Sponsor.

#### **No exclusivity**

- 3.3 Unless specified otherwise as a Special Condition, the Sponsor acknowledges that ASLM may receive other contributions or grants of money from third parties and these sponsors may be granted sponsorship rights in respect of the Sponsorship Event.

### **4 Intellectual Property**

- 4.1 If this Agreement requires or permits a party to use Intellectual Property of the other party then, unless this Agreement expressly provides otherwise:
- 4.1.1 that Intellectual Property remains the exclusive property of the other party; and
  - 4.1.2 the party must not use that Intellectual Property except in accordance with this Agreement.
- 4.2 The Sponsor must not use ASLM's trademarks, logo, branding or any promotional material (including websites) without prior written approval of ASLM and according to the directions of ASLM (including as to size and position).
- 4.3 The Sponsor warrants that its use of any Intellectual Property will not infringe upon the rights of any third party.

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## **5 Confidentiality**

### **Terms of document**

- 5.1 The parties agree that the Confidential Information may not be disclosed to any other person except:
- 5.1.1 with the prior written consent of the other party;
  - 5.1.2 to the parties' financial or legal advisers for the purposes of obtaining professional advice or assistance;
  - 5.1.3 for the purpose of enforcing or otherwise giving effect to the terms of this document; or
  - 5.1.4 if required by law.

### **Continuing Obligation**

- 5.2 The obligations of the parties under this **clause 5** survive the termination or expiry of this document.

## **6 Indemnity and Liability**

- 6.1 The Sponsor will be liable for and must indemnify ASLM and its officers, employees and agents against any liability, loss, damage, or expense (including legal costs on a full indemnity basis) incurred or suffered as a direct or indirect result of any of the following:
- 6.1.1 use, as required by this Agreement, by ASLM of information supplied by the Sponsor; or
  - 6.1.2 any negligence or other wrongful act or omission of the Sponsor or the Sponsor's staff, employees, or agents or of any other person for whose acts or omissions the Sponsor is vicariously liable;
  - 6.1.3 any damage to property, real or personal, including any infringement of third party patents, copyright and registered designs;
  - 6.1.4 any injury to persons, including injury resulting in death and economic loss; and
  - 6.1.5 any breach of this Agreement by the Sponsor.
- 6.2 The Sponsor's liability under this **clause 6** will be reduced to the extent to which any action, proceeding, claim or demand arises out of any negligence or other wrongful act or omission of ASLM or any person for whose acts or omissions ASLM is liable.
- 6.3 The indemnity contained in this **clause 6** is continuous and will survive the expiry or termination of this Agreement.

## **7 Insurance**

- 7.1 Without prejudice to the Sponsor's obligation to indemnify ASLM, the Sponsor must throughout the period of this Agreement maintain such insurances as are necessary to indemnify the Sponsor and ASLM against the costs associated with any liability which may be incurred by the Sponsor under this Agreement.

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## 8 Dispute resolution

### Mediation

- 8.1 If a dispute arises in relation to this document, the parties must adhere to the following procedure:
- 8.1.1 In the first instance, a representative of each party shall meet and endeavour to resolve the dispute in an expeditious and informal manner.
  - 8.1.2 If resolution is not achieved within 5 Business Days, either party may give the other a notice requiring that an attempt be made to resolve the dispute with the help of a mediator to be appointed jointly by the parties. The notice must state that a dispute has arisen, and must state the matters in dispute.
  - 8.1.3 If the parties do not agree on a mediator within 5 Business Days after the notice is given, a mediator is to be appointed by the President of the Law Institute of Victoria.
  - 8.1.4 Each of the parties must co-operate fully with the mediator. The mediator may engage an appropriately qualified expert to give an opinion on technical matters.
  - 8.1.5 Parties may only commence legal proceedings when the mediator gives written notice that he or she considers that it is no longer productive to continue the mediation.

### Payment for mediation

- 8.2 The parties are to pay an equal share of the fees and expenses of the mediator.

## 9 Force Majeure

- 9.1 Either party will not be liable for a failure or delay to perform obligations under this Agreement, if, due to a Cause Beyond Reasonable Control, they have become practically impossible to perform.
- 9.2 Despite **clause 9.1** the Sponsor's liability to pay or provide the Sponsorship Contribution is not reduced in the event that ASLM is able to provide the Sponsorship Benefits or another benefit which is reasonably equivalent in ASLM's reasonable opinion.
- 9.3 Both parties agree to take all reasonable steps to overcome or minimise the effect of any Cause Beyond the Reasonable Control.
- 9.4 If either party considers that there is a Cause Beyond the Reasonable Control which may delay or prevent it from performing its obligations under this Agreement, it must give a written notice to the

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other party with details and evidence of the possible delay and the cause.

## **10 Termination**

### **Right of termination**

10.1 This document may be terminated by mutual consent in writing or in accordance with this clause.

### **Failure to rectify a breach**

10.2 If the Sponsor is not meeting any of its obligations under this document, then ASLM may:

10.2.1 by notice in writing to the Sponsor specify which obligations are not being met; and

10.2.2 if after 5 Business Days from the notification has been served, ASLM is still of the opinion that these obligations are not being met or will not be met in a reasonable time ASLM may terminate this document by giving notice in writing to the Sponsor.

### **Immediate Termination**

10.3 Either party (**First Party**) may terminate this document immediately on giving written notice to the other party (**Other Party**):

10.3.1 if the Other Party suffers an Event Indicating Insolvency; or

10.3.2 the Other Party commits a material breach of the document.

### **Termination for Damage to Reputation**

10.4 If anything in the reasonable opinion of ASLM occurs in relation to the Sponsor, its employees or officers, which may adversely affect the reputation of ASLM as a result of its association under this document with the Sponsor, ASLM may immediately terminate this document.

### **Other Rights Not Affected**

10.5 Termination of this document will not affect the rights and obligations of the parties in respect of prior events. The rights of termination under this **clause 10** are in addition to and not in substitution for any other rights and remedies available to the parties whether under this document, at law, in equity or otherwise.

### **Consequences of Expiry or Termination**

10.6 On the expiration or termination for any reason of this document, in addition to and without prejudice to any other rights, powers or

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remedies provided by law, the Sponsor must at its cost, immediately cease using the Sponsorship Benefits.

- 10.7 In addition, the parties agree that the expiry or termination of this document for any reason will not require ASLM to repay any monies received from the Sponsor under this document except if ASLM decides to cancel the Sponsorship Event without proper cause, in which case ASLM will repay the Sponsorship Contribution to the Sponsor to the extent that the Sponsorship Event has affected by the cancellation.

## **11 Notices**

### **Address, email and fax number**

- 11.1 A notice to a party under this document is only given if it is addressed to the Party Representative using the Notice Details specified on the invoice.

### **When a notice is given**

- 11.2 A notice under this document is to be treated as being given at the following time:
- 11.2.1 if it is hand delivered, when it is left at the relevant address;
  - 11.2.2 if it is sent by post, 3 Business Days after it is posted; or
  - 11.2.3 if it is emailed, at the time of sending unless the sender receives an error notice;
  - 11.2.4 if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 11.3 If a notice is given after 8:00pm or on a day which is not a Business Day, it is to be treated as having been given on the next Business Day.

## **12 Miscellaneous**

### **Further co-operation**

- 12.1 Each party must do anything (including executing a document) that the other party reasonably requires to give full effect to, and to comply with any legislative requirements relating to this document.

### **Accrued Rights**

- 12.2 The ending of this document does not affect any accrued rights.

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### **Liability for costs**

- 12.3 Each party must pay its own costs in relation to preparing, negotiating, and executing this document.

### **Variation**

- 12.4 The terms of this document may only be varied by agreement in writing of both parties.

### **Waiver**

- 12.5 A waiver by a party is only effective if it is in writing.
- 12.6 A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given.

### **Severability**

- 12.7 If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 12.8 If any clause or part of a clause of this document is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

### **Entire agreement**

- 12.9 This document contains everything the parties have agreed on in relation to this transaction. No party can rely on an earlier document, or on anything said or done by another party (or by a director, officer, agent or employee of that party) before this document was executed.

### **Relationship of the Parties**

- 12.10 This document does not create a partnership, employment, agency, fiduciary or any other relationship, except the relationship of contracting parties.
- 12.11 No party is liable for an act or omission of another party, except to the extent set out in this document. The Sponsor has no authority to enter into any agreement or incur any liability on behalf of ASLM, and must not represent to any person that it has any such authority.

### **Governing law**

- 12.12 This document is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.



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## 13 Definitions and Interpretations

13.1 In this document unless the contrary intention appears:

- 13.1.1 “**Business Day**” means any weekday that is not gazetted as a public holiday in Melbourne, Victoria.
- 13.1.2 “**Cause Beyond the Reasonable Control**” includes an act of God, strike, lockout, other disturbance or labour difficulty, war, act of public enemy, blockade, revolution, riot, insurrection, civil commotion, lightning, storm, flood, fire, earthquake, explosion, embargo, unavailability of any essential equipment or materials, unavoidable accident, lack of transportation, pandemic (including Covid-19), or anything done or not done by or to a person, government or other competent authority, except the party relying on force majeure.
- 13.1.3 “**Communication Credit(s)**” refers to the Communication Credits granted to the Sponsor subject to the Communication Credits Agreement as in force between the Sponsor and ASLM. The Communication Credits may be redeemed by the Sponsor to utilise ASLM’s communication channels to communicate with ASLM’s members.
- 13.1.4 “**Confidential Information**” means information (whenever it was obtained) in relation to the business, operations, strategies or property of a party (**Disclosing Party**) that is:
- (a) confidential in fact;
  - (b) reasonably regarded by the Disclosing Party as confidential;
  - (c) specified as being confidential in a written notice from the Disclosing Party to the other party (**Other Party**),
- but which is not:
- (d) in the public domain, unless it came into the public domain by a breach of confidentiality;
  - (e) already known by the Other Party at the Start Date;  
or
  - (f) obtained lawfully from a third party without any breach of confidentiality.
- 13.1.5 “**Event Indicating Insolvency**” in relation to a party, means something that reasonably indicates that there is a significant risk that the party is or will become unable to pay debts as they fall due.
- 13.1.6 “**Party Representative**” means the representative ASLM Representative or the Sponsor representative, as the case requires.
- 13.1.7 “**Special Conditions**” means the obligations specified.

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- 13.1.8 **“Sponsorship Benefits”** means the sponsorship benefits provided by ASLM in exchange for the Sponsorship Contribution.
- 13.1.9 **“Sponsorship Contribution”** means the contribution to be made by the Sponsor in exchange for the Sponsorship Benefits.
- 13.1.10 **“Sponsorship Event”** means the activities or event that the Sponsor has agreed to sponsor.
- 13.2 A reference to a clause is a reference to a clause of this document.
- 13.3 A reference to any legislation or legislative provision means that legislative provision as amended from time to time.
- 14 Royal College of General Practitioners (RACGP) Continuing Professional Development (CPD) Provider Guidelines**
- 14.1 As the Australasian Society of Lifestyle Medicine (ASLM) (Essential Health Summit co-organiser) is an accredited RACGP CPD provider, the guidelines for sponsors must also incorporate the RACGP guidelines, which enforce the need for a clear separation between commercial offerings and educational content. Therefore, as an Essential Health Summit sponsor/exhibitor, it is an expectation that you, your staff, and anyone else involved with your sponsorship of the event agree to the following conditions at all times. We reserve the right to cancel any sponsorship agreement without notice should these conditions be breached.
- 14.2 "You" means you, your organisation and representatives attending the conference. "We, our, us or the organisers" means APNA and/or ASLM, our staff, officers and associated individuals and organisations.
- 14.3 You agree:
- (a) take full responsibility for the costs of sponsoring and exhibiting at the conference, including liability for any associated loss, damage or injury;
  - (b) To remain in good standing at all times with all relevant authorities and organisations;
  - (c) To hold all insurances required to engage with us and the conference;
  - (d) Not to display or make mention of any companies, brands, products or services within any programmed education session during the standard program;
  - (e) Not to say or do anything which could reasonably be considered to be negative, derogatory, defamatory or potentially have an adverse impact on us, the speakers or any other sponsor;
  - (f) Not to state or imply, verbally or in writing, that you are endorsed, approved or otherwise recommended by us;
  - (g) Not to place or display any material (eg: printed matter, products, samples, devices) in any area other than the designated space assigned to you and to follow our directions at all times;

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- (h) Not to display or promote any therapeutic products or devices which are not registered or licensed by the TGA or similar authority and which should be so registered or licensed;
  - (i) Not to make therapeutic claims outside the terms of any TGA or similar registration or license, or which may be reasonably considered to be unsubstantiated;
  - (j) Not to display or promote any products, devices or services that may be reasonably considered misleading or ineffective.