

Terms & Conditions

1. All prices include GST.
2. Sponsorship eligibility requires that all sponsors must be a current member of SCA (Qld) or be a member of another SCA affiliate state or chapter. First time Platinum and Gold sponsors with SCA (Qld) will be required to commit to a partnership for two (2) financial years.
3. Signing and returning an application to SCA (Qld) does NOT guarantee sponsorship with SCA (Qld). Sponsorship applications are managed on a first come, first served basis. However, right of first refusal is given to previous sponsors, where applicable. SCA (Qld) reserves the right to reject any sponsor that it deems inappropriate, without explanation.
4. The maximum number of tangible entitlements that a company may access per financial year before corporate sponsorship is required is two (2) inclusive of membership.
5. An agreement will start and end on the dates specified by SCA (Qld).
6. The Sponsor will pay to SCA (Qld) the amount or amounts specified in an agreement, at the times and in the manner specified.
7. SCA (Qld) will provide to the Sponsor the benefits specified an agreement. SCA (Qld) reserves the right to vary the Sponsor benefits if due to circumstances beyond its control is unable to provide an agreed benefit. SCA (Qld) will use its best endeavours to provide a comparable benefit.
8. An agreement is benefit for the Sponsor only and may not be assigned or novated. Unless otherwise agreed in writing by SCA (Qld), the benefits of an agreement will not apply to any subsidiary, related party or alternative branding of the Sponsor. In the event of a merger, amalgamation, rebranding, expansion or change of industry of the Sponsor, SCA (Qld) reserves the right to review the sponsorship pursuant to an agreement and consider potential conflicts with other sponsorships.
9. SCA (Qld) agrees that, in addition to any other standards of confidentiality or privacy agreed between the parties to an agreement, it will comply with all legislation, principles, industry codes and policies by which it is bound, including without limitation the Privacy Act 1988 (Cth).
10. SCA (Qld) supplies attendee data to sponsors as part of a negotiated sponsorship contract. All attendees agree to the supply of their personal information via the SCA (Qld)'s event terms and conditions. Data supplied should only be used in the context of an event follow up and should not be added to sponsor databases without additional permission from individuals. Data should also be used in accordance with the Australian Privacy Principles and Spam Laws.
11. SCA (Qld) has the right to:
 - a. not accept an offer or request for speaking opportunities at SCA (Qld) events or programs in its discretion;
 - b. not accept an offer or request for speakers that have not been trained in public speaking or strata management for example through SCA (Qld) training programs or external professional development programs;
 - c. where the sponsor's presenter is a first time presenter for SCA, SCA (Qld) reserves the right to request that the speaker completes an introductory course (such as the A100) or a formal qualification relating to strata;
 - d. SCA (Qld) reserves the right to not extend any speaking opportunities in the first year of sponsorship;
 - e. SCA (Qld) reserves the right to request that presenters or speakers from the sponsor not be given further speaking opportunities should substantial negative feedback be given about their performance. This clause operates at the sole discretion of SCA (Qld) and notice and reasons will be given to the sponsor if SCA (Qld) exercises its power under this clause.
 - f. not accept for publication the Sponsor's editorial if, in the opinion of SCA (Qld), the editorial does not meet the criteria to educate members or if it (or any part of it) is or is likely:
 - To be defamatory;
 - To be in any manner prejudice to the name, reputation, image, products or services of SCA (Qld) or of any of its Sponsors or members; or
 - Contains errors of fact;
 - is in breach of any law, including relevant state, federal or local laws, industry code or regulation that may apply or is relevant to the content or the industry of the sponsor;
 - to not meet the standards required by SCA (Qld); or
 - be inconsistent with SCA (Qld) policy or position.
 - g. Edit the Sponsor's editorial provided that the edited version is provided to the Sponsor within a reasonable period of time prior to publication, and subject to the Sponsor's right of reply with respect to the edited version and right to withdraw the editorial.



- h. Subject to complying with any written directions from the Sponsor regarding brand guidelines and usage of the Sponsor's trademarks, determine the size and placement of the Sponsor's corporate logo, name and/or business details on any of SCA (Qld)'s newsletters, promotional or advertising material.
 - i. Use the Sponsor's corporate logo, name and images for the purposes of an agreement.
12. The Sponsor agrees to:
 - a. Provide its logo, images and editorial material in a form suitable to be applied to all promotional and publicity material relevant to the sponsorship set out in an agreement;
 - b. Provide all material for insertions, banners and displays as required and in the timeframe advised;
 - c. Provide all required material per (a) and (b) above in accordance with SCA (Qld)'s advised timetables for production relevant to those materials;
 - d. If it participates in any event (including trade displays) organised by SCA (Qld), to participate in any such event at its own risk and discharges SCA (Qld) from all responsibility for damage to or loss, theft or destruction of any of its equipment or stock, other than where occurring as a result of negligence on the part of SCA (Qld); and
 - e. Comply with any written directions from SCA (Qld) regarding brand guidelines and usage of SCA (Qld) trademarks;
 - f. Be truthful and honest in any claims promulgated in promotional and publicity material sent out by SCA (Qld) pursuant to an agreement;
 - g. Ensure all publicity or promotional material complies with all relevant laws, including relevant state, federal or local laws, industry codes or regulations that may apply or are relevant to the content or the industry of the sponsor; including but not limited to the Competition and Consumer Act 2010 (Cth) ["the Australian Consumer Law"] with respect of advertising, product safety and any other legal obligations they may have; and
 - h. Accept responsibility for any errors of fact, breaches of any law or code, which arise whether through negligence, deliberately or inadvertently which are promulgated by SCA (Qld) in marketing or promotional material which relate to the Sponsor's product or service;
 - i. Not market subsidiaries or parent organisation branding. The sponsor in this case is defined by the ABN. Doing so, will carry a fine equal to sponsorship value for the nominated event, ejection from the event, and the penalty of suspension from the next year major events.
13. The Sponsor warrants that it holds the copyright or a licence to use all materials provided to SCA (Qld) and grants SCA (Qld) a license to use or materials provided in accordance the purpose for which they were supplied.
14. Other than as required to give effect to its operation, the information contained in an agreement is confidential in nature and no part of it may be disclosed to any person by either party without the express permission of the other party, and each party agrees to keep the information confidential – and to ensure its employees and agents keep the information confidential.
15. The Sponsor has no rights of exclusivity in relation to the Sponsorship or the Sponsor Benefits and SCA (Qld) is free to offer any other sponsorships at any sponsorship level and for any industry type as it determines appropriate in its absolute discretion.
16. SCA (Qld) will give sponsors with the higher level of sponsorship priority, in choosing benefit packages available. Where there are multiple sponsors with the same level of sponsorship SCA (Qld) will endeavour to give each sponsor the same level of opportunity and benefit as SCA (Qld) is best able to do. Where there is only a single opportunity available, preference will be based on the order in which committed responses are received in relation to those opportunities and SCA (Qld) will endeavour to use best endeavours to offer the remaining sponsors alternative opportunities of equivalent exposure.
17. The Sponsor will at all times comply with the SCA (Qld) Code of Ethics, Membership Policies and Terms and Conditions for membership and any updated or amended terms of those codes, policies or terms and conditions as may apply from time to time.
18. Where the Sponsor has complied with all the terms of an agreement, the Sponsor has the option for a further term as specified. The Sponsor must give SCA (Qld) notice in writing at least three months prior to the ending date of an agreement if it wishes to take up the option. The terms of the option will be on the same terms and conditions as an agreement except that the Sponsorship fee and entitlements schedule will be reviewed to the Sponsorship fee that is applicable for the relevant level of sponsorship to apply from the date of the further agreement A will be amended to "not applicable".
19. An agreement is conditional upon the Sponsor:
 - a. executing and providing to the SCA (Qld) a Board Declaration Form as issued in the membership

- renewal documentation;
 - b. executing and providing to the SCA (Qld) a Continuing Professional Development Declaration Form as issued in the membership renewal documentation; and
 - c. Acknowledging that all terms and conditions are applicable as endorsed and amended by the Board from time to time.
20. Where one party is unable to carry out its obligations under an agreement due to circumstances beyond its control or which it could not have prevented, including any restrictions arising from COVID-19 or any subsequent pandemics, those obligations are suspended whilst those circumstances continue, provided the other party is notified and the first party uses its best endeavours to overcome the circumstances preventing its obligations from being carried out.
 21. The failure of either party at any time to require performance of any obligation under an agreement is not a waiver of that party's right:
 - a. To insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
 - b. To require performance at any time of that or any other obligation under an agreement.
 22. If either party considers that the other party is in breach of an agreement, it must serve written notice to the other party specifying the nature of the breach. The other party must respond in writing within fourteen (14) days of receiving the notice. In the event of a dispute arising that the parties themselves cannot resolve, the parties agree to refer the matter to an independent arbitrator appointed by mutual agreement.
 23. SCA (Qld) may terminate an agreement:
 - a. if the Sponsorship fee or any part of it is more than thirty (30) days in arrears;
 - b. if the Sponsor breaches the SCA (Qld)'s Code of Ethics, Membership Policies and Terms and Conditions or the Sponsor's conduct gives rise to a situation which SCA (Qld) acting reasonably determines is inconsistent with the reputation and values of SCA (Qld) and its members or may bring the organisation or its members into disrepute;
 - c. if the Sponsor fails to provide the declaration to the satisfaction of SCA (Qld),
 - d. if the sponsor produces material which is promulgated by SCA (Qld) which subsequently turns out to be false, misleading, substantially untrue or is in breach of any relevant law, industry code or regulation.
 - e. at any time on 60 days notice
 24. The Sponsor may terminate an agreement - in its discretion, that is has not or is not likely to receive the whole or substantial whole of the sponsorship benefits due to SCA (Qld)'s default, the Sponsor reserves the right to: (a) renegotiate, in good faith, the Sponsorship fee with SCA (Qld); or (b) terminate an agreement upon fourteen (14) days written notice to SCA (Qld), in which case it shall be entitled to a pro-rata refund of any Sponsorship fee(s) paid to SCA (Qld).
For the avoidance of doubt, if SCA (Qld) does not provide any of the Reserved Benefits, this shall not be considered default on the part of SCA (Qld).
 25. Termination by either party - If either party goes into liquidation, is wound up, dissolved (except for the purpose of reconstruction or amalgamation), enters into a scheme of arrangement or is placed under official management or receivership, the other party may terminate an agreement by giving twenty-one (21) days written notice of their intention to do so.
If a dispute has arisen which the parties have been unable to resolve themselves, or if they cannot agree on the appointment of an arbitrator, or if they both disagree with the decision of an arbitrator appointed to resolve a dispute, either party may serve fourteen (14) days written notice to terminate the agreement.
 26. Effect of termination - In the event of termination, each party's rights and liabilities will cease immediately but the termination shall not affect a party's rights arising out of a prior breach of an agreement by the other party.
In the event of termination there will be no requirement for SCA (Qld) to refund to the Sponsor any Sponsorship fees already received by SCA (Qld), in respect of sponsorship benefits that have already been supplied prior to the date of termination or any arising within 21 days of termination.
Where a Sponsor has committed to an event, the Sponsor will be responsible for the costs of producing replacement materials and will not be entitled to a refund of any Sponsorship fees unless a replacement sponsor is found for the event.
 27. Any notice served under an agreement must be served on the other party at the address specified in item 8 of Schedule A between the hours of 0930 and 1600 on any weekday except public holidays.
 28. An agreement constitutes the entire agreement between the parties as to its subject matter and, in relation to its subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by either party.
 29. An agreement, including its schedules, may not be modified, amended, added to or otherwise varied unless such variation is agreed to by both parties and evidenced by execution in writing by both parties.
 30. An agreement shall be governed by and construed in accordance with the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.