

Sydney NSW
9 – 10 April 2024



ARA Rail Freight Conference

Partnership Prospectus







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About the ARA

The Australasian Railway Association (ARA) is the peak body for the rail sector in Australia and New Zealand, and advocates for more than 220 member organisations across the industry.

Our membership covers every aspect of the rail industry including:

- The passenger and freight operators that keep essential rail services moving
- The track owners, managers and contractors that deliver a safe and efficient rail infrastructure network
- The suppliers, manufacturers and consultants that drive innovation, productivity and efficiency in the rail industry

Conference Introduction

The ARA Rail Freight Conference is the only national conference for the rail freight sector.

Bringing together senior executives from the rail freight and intermodal sectors, this conference will be an important opportunity to hear the latest on major issues impacting the industry. We expect more than 200 attendees, joining us in beautiful Sydney.

As well as the rail freight sector, this event is for any community or council representatives with an interest in the opportunities that rail freight can deliver to your region.

The program will cover contemporary thinking and current issues including:

- Sustainability
- Technology and innovation
- Inland rail
- Intermodal and ports

- Supply chain
- Operations
- Safety
- Skills
- Community engagement and opportunities for growth

The agenda will also cover big picture strategic conversations about the future of rail freight.

This is a unique opportunity to hear from the leaders in rail freight whilst networking with those facing similar challenges across the rail industry.

This is a not to be missed event!

Why Become a Partner

The ARA Rail Freight Conference presents an exciting opportunity to connect our Partners with our extensive network, to showcase brands, products, services, expertise and knowledge in the support of the rail freight industry.

Be seen as a Partner of the ARA



Maximise your brand and access a unique opportunity that gives you more access to a focused audience on an important topic for the rail industry



Demonstrate your support and contribution to the rail freight industry



Highlight your expertise and knowledge of the rail freight industry



Showcase or demonstrate your product/service and latest developments

Who will Attend?

Attendees at the ARA Rail Freight Conference 2024 will come from a variety of sectors of the industry including:



Rail Freight operators



Heavy haul operators



Track owners, operators and maintainers



Industry suppliers

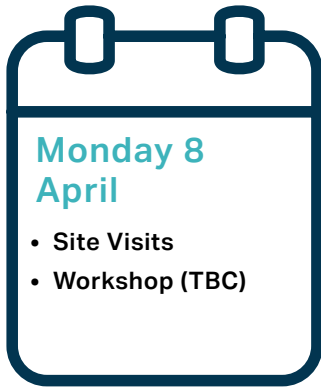


Consultants



Engineers and technical experts

Program Overview



Monday 8 April

- Site Visits
- Workshop (TBC)



Tuesday 9 April

- Conference sessions (all day)
- Networking Drinks (5pm – 6.30pm)



Wednesday 10 April

- Conference sessions (all day)

Social Events

Networking Drinks

The ARA Rail Freight Conference 2024 Networking drinks will be held at the conference venue and will be a great opportunity to catch up with those you know and to meet new representatives from across the industry, Drinks and canapes will be served.

Tuesday 9 April 2024
5pm – 6.30pm
Ballroom 1
Rydges World Square Sydney



Partnership Opportunities

Summary of Partnership Opportunities	ARA Members	Non Members
Platinum Partner (1 only)	\$20,000	\$25,000
Gold Partner (1 only)	\$15,000	\$18,000
Silver Partner (2 opportunities)	\$10,000	\$12,000
Networking Drinks (1 only)	\$7,500	\$9,000
Lanyard (1 only)	\$7,500	\$9,000
Name Badge partner	\$5,000	\$7,500
Coffee Barista Partner	\$7,500	\$9,000

Custom sponsorship packages (including program and session sponsorship) available on request. For more information please contact Caitlin Tsioumas, Senior Event Manager via ctsioumas@ara.net.au

Platinum Partner

Entitlements

- The opportunity to provide a keynote presentation of twenty minutes
- Eight Conference delegate passes valued at \$9,680
- Your company logo included in all Conference material as Platinum Partner
- Your company logo digitally at the Conference
- Your company logo on conference Powerpoints
- Your Company logo on the Partner's banner at the entrance to the conference
- Delegate list to be provided twice, both 14 days prior to the event and 14 days post event
- Organisation logo to be displayed on menus on each table and on holding slides at the lunch
- Acknowledgement of your support in the ARA dedicated new Events EDMs, distributed to over 7,000 subscribers throughout the rail industry.

EXCLUSIVE

\$20,000 Member
\$25,000 Non-Member

Gold Partner

Entitlements

- The opportunity to provide a five minute presentation prior to lunch on either day 1 or 2
- Three Conference delegate passes valued at \$3,630
- Your company logo included in all Conference material as Gold Partner
- Your company logo digitally at the Conference
- Your company logo on conference Powerpoints
- Your Company logo on the Partner's banner at the entrance to the conference
- Delegate list to be provided twice, both 14 days prior to the event and 14 days post event
- Organisation logo to be displayed on menus on each table and on holding slides at the lunch
- Acknowledgement of your support in the ARA dedicated new Events EDMs, distributed to over 7,000 subscribers throughout the rail industry.

EXCLUSIVE

\$15,000 Member
\$18,000 Non-Member

Silver Partner

Entitlements

- The opportunity to provide a five minute presentation prior to afternoon tea on either day 1 or 2
- One Conference delegate passes valued at \$1,210
- Your company logo included in all Conference material as Silver Partner
- Your company logo digitally at the Conference
- Your Company logo on the Partner's banner at the entrance to the conference
- Delegate list to be provided twice, both 14 days prior to the event and 14 days post event
- Delegate list to be provided twice, both 14 days prior to the event and 14 days post event

TWO OPPORTUNITIES

\$10,000 Member
\$12,000 Non-Member

Networking Drinks

Entitlements

- The opportunity for a short welcome speech at the start of the networking drinks
- One conference delegate pass valued at \$1,210
- Three additional tickets to the Networking Drinks
- Your company logo on all conference material as the networking drinks partner
- Your company logo digitally at the conference
- Opportunity to have one free sanding banner displayed at the networking drinks (supplied by partner)
- Your company logo on the partner's banner at the entrance to the conference
- Delegate list to be provided twice, both 14 days prior to the event and 14 days post event

TWO OPPORTUNITIES

\$7,500 Member
\$9,000 Non-Member

Lanyard Partner

Entitlements

- One conference delegate pass valued at \$1,210
- Your logo exclusively featured on the conference lanyard
- Your company logo included in all conference material as Lanyard partner
- Your company logo on the partner's banner at the entrance to the conference
- Delegate list to be provided twice, both 14 days prior to the event and 14 days post event

EXCLUSIVE

\$7,500 Member
\$9,000 Non-Member

Name Badge Partner

Entitlements

- One conference delegate pass valued at \$1,210
- Your logo featured on the conference name badge
- Your company logo included in all conference material as Name badge partner
- Your company logo on the partner's banner at the entrance to the conference
- Delegate list to be provided twice, both 14 days prior to the event and 14 days post event

EXCLUSIVE

\$5,000 Member
\$7,500 Non-Member

Coffee Barista Partner

Entitlements

- One conference delegate pass valued at \$1,210
- Opportunity to provide branded keep cups for delegates (subject to approval by the venue)
- Your company logo included in all conference material as Name badge partner
- Your company logo on the partner's banner at the entrance to the conference
- Delegate list to be provided twice, both 14 days prior to the event and 14 days post event

EXCLUSIVE

\$7,500 Member

\$9,000 Non-Member



Terms and Conditions

1. Definitions and Interpretation

1.1 In this agreement:

ARA means the Australasian Railway Association hosting the Conference (ABN 64 217 302 489).

Booking Form means the Booking Form as completed by the Partner in the Prospectus.

Conference means the ARA Rail Freight Conference to be held 9-10 April 2024.

Entitlements means the Entitlements described in the Prospectus for the opportunity or opportunities selected by the Partner and confirmed in writing by the ARA (and any additions or changes to such entitlements requested and confirmed in writing by the ARA).

Delegate List means the registration details for Conference attendees including contact details.

Fee means the applicable amount payable by the Partner in respect of the Partnership and Entitlements as set out in the Booking Form.

Force Majeure Event has the meaning given in clause 5.5 (b), to the extent that the party is prevented from, or delayed in, performing that party's obligation under this agreement.

GST relates to the Australian Goods and Services Tax.

Insolvent means in relation to a party, whereby the party (a) is unable to pay its debts as they fall due, makes or commences negotiations with a view to making a general re-scheduling of its indebtedness, a general assignment, scheme of arrangement or composition with its creditors; (b) takes any corporate action, or any steps taken, or legal proceedings started for: (i) its winding up, dissolution, liquidation, or reorganisation, other than to reconstruct, merge or amalgamate while solvent; or (ii) the appointment of a controller, receiver, administrator, official manager, trustee, or other similar officer, of it or of any of its revenues or assets; or (c) seeks or is granted protection from its creditors under any applicable legislation.

Law means any present or future law, legislation, ordinance, regulation, rule, proclamation, by law or subordinate legislation in Australia or any other jurisdiction that is applicable to this agreement or the activities described under it, and any Australian Standard and any Approval, including any condition or requirement under it.

Representative means in respect of a party, an officer, director, employee, or agent of that party, but the Partner is not a Representative of the ARA, and the ARA is not a representative of the Partner.

Partner means the entity specified in the Booking Form that is partnering at the Conference. Prospectus means the document which describes the Conference and the options and Entitlements for Partner and includes the Booking Form and this agreement.

Venue is the Rydges World Square Sydney, or any alternative or replacement venue under clause 4.1 (c).

Venue Owner means the owner or operator of the Venue.

Venue Representative means a Representative of the Venue Owner but does not include the ARA or any Representative of the ARA.

2. General

2.1 By returning a Booking Form via online or printed copy, confirms your acceptance of these Terms and Conditions.

2.2 All bookings are subject to approval by the ARA and we reserve the right to refuse an application.

2.3 The ARA will take all diligent care to fulfil the Entitlements in the Prospectus.

2.4 The Partner is responsible for providing all their requirements i.e. logos, promotional material and any other material by the due dates requested by the ARA.

2.5 The ARA reserves the right to introduce new packages should the opportunity arise.

2.6 The Partner and all its Representatives, must comply with all Laws and directions from the ARA to ensure compliance with all relevant laws, rules, regulations and guidelines applicable to the Venue, issued by either the ARA or the Venue.

2.7 The Partner agrees that the ARA may take photographs at the Conference for promotional use by the ARA.

2.8 The ARA will issue Delegate Lists to a Partner if it is one of their Entitlements, according to the timeframe(s) stipulated in the Prospectus, and according to the ARA's privacy policy.

3. Payment of Fees

3.1 Partners are required to make the necessary payments as per the payment schedule below (unless otherwise negotiated):

a. payment is required within 30 days of the date of the invoice.

b. payment is required no later than 4 March 2024.

3.2 The Partner is solely responsible for all expenses (other than that provided under the Entitlements), including advertising and promotional costs, insurance, duties and taxes.

4. Changes and Cancellation

4.1 The ARA, in its absolute discretion, can make modifications to the Conference, including but not limited to:

a. altering the Partnership Entitlements.

b. altering any aspect of the Conference program

without prior notice. Altering the hours during must be communicated to the Partner/Exhibitor within a reasonable time and the ARA will use reasonable endeavours to avoid making changes that are materially detrimental to the Partner

- c. postponing or rearranging the Conference. If the Conference is cancelled for any reason, the

ARA may at its absolute discretion (but is not obliged to) attempt to rearrange or reschedule the Conference, substitute another Venue, or make any reasonable arrangement to conduct the conference elsewhere, or at another suitable time (including by the use of web based platforms). If the Conference is so rearranged, this agreement will continue to be binding except that the ARA will be entitled to make all reasonable changes to enable the Conference to be rearranged. If the Conference cannot be rearranged, the ARA will refund the Fee paid by the Partner.

4.2 All cancellations must be made in writing to the ARA and notice acknowledgement in writing by the ARA.

4.3 Should the balance payment be outstanding at time of cancellation, the Partner is liable for the balance as per the Cancellation Policy.

4.4 Any reduction in a Partnership allocation will be considered as a cancellation, and the Partner will be liable to pay the total fee payable on the initial allocation.

4.5 All Organisations are expected to conduct themselves in a professional and ethical manner, and any breach of this conduct will result in immediate cancellation of the Partnership.

4.6 There may be an opportunity to transfer your Partnership cancellation to another ARA Rail Freight Conference in the future.

4.7 Cancellation fees will apply as per the following:

23 January - 10 March 2024: 50% cancellation of total contribution will apply.

21 10 March 2024: 100% cancellation fee, payable in full if not already due and received by the cancellation date.

5. Liability

5.1 The ARA makes no representations or warranties as to the number of visitors or delegates to the Conference, or the level of commercial activity generated in relation to the Conference. The Partner will have no recourse against the ARA or any of their Representative in relation to these matters.

5.2 The ARA is not responsible for any Representative of the Partner, and is not liable for any loss or injury suffered by any Representative of the Partner at the Event.

5.3 The ARA is not responsible for, and the Partner releases and indemnifies the ARA, the Venue Owner and their Representatives from and against, any loss, damage to or theft of any property, materials or items brought onto the Venue by the Partner or its Representatives.

5.4 The Partner agrees to indemnify and hold harmless the ARA and their Representatives for all actions, claims,

losses (including consequential losses), damages, injuries, liabilities, fines, penalties, judgments or settlements, whether direct or indirect, suffered by the ARA and their Representatives, or the Partner or its Representatives, including all legal fees, costs and other expenses (Liability), incurred as a result of, or in connection with, any breach of this agreement or any laws by the Partner, any actions or omissions, negligent or otherwise of the Partner or its Representatives or any claim by a third party that the use of the promotional material infringes its intellectual property or other rights.

5.5 The Partner releases and indemnifies the ARA and their Representatives from Liability suffered by the Partner

- a. as a result of the actions or omissions, negligent or otherwise, of the Venue Owner, the Venue Representatives or any persons other than the ARA and their Representatives in or around the Venue; or
- b. if the Conference is cancelled, delayed or otherwise affected because of a strike, riot, storm, act of God, war, act of terrorism, pandemic or epidemic (including COVID-19) or any cause beyond the reasonable control of the ARA (Force Majeure Event).

5.6 To the fullest extent permitted by law

- a. except as otherwise provided in this agreement, all terms, conditions, warranties, undertakings, inducements, or representations whether express, implied, statutory or otherwise relating in any way to the supply of goods or services under this agreement are excluded.
- b. the ARA and their Representatives are not liable, and the Partner releases them from all liability, for any consequential, indirect or special loss, or for any loss of profits, revenue, savings, business opportunity, production or goodwill, suffered by the Partner arising from or in connection this agreement
- c. the maximum aggregate liability of the ARA for all claims under or in connection with this agreement or the Conference is limited to an amount equivalent to the Fees paid by the Partner in accordance with this agreement, regardless of the basis of claim (including fundamental breach, negligence, misrepresentation, or other contract, tort or statute-based claim)





Contact Details

P. 1800 826 011 | E. ara@ara.net.au | ara.net.au
Unit 6a, 2 Brindabella Circuit, Brindabella Business Park ACT 2609
PO Box 4608, Kingston ACT 2604 Australia

Caitlin Tsioumas

P. +61 423 267 812 | E. ctsioumas@ara.net.au

Georgia Nicholls

P. +61 427 552 140 | E. gnicholls@ara.net.au