

ASHM Events Terms and Conditions

These terms and conditions govern your purchase of tickets for, and attendance at, events held by the ASHM Health (we, us, our). It is your responsibility to review these terms and conditions prior to the purchase of registrations. By purchasing registrations, you agree to be bound by these terms and conditions. We reserve the right to amend these terms and conditions at any time and will provide the most recent version on our website.

Payment

Payment or proof of payment must be made in order to receive registration confirmation. We encourage payment to be made at the time of registration to confirm your registration and attendance at any social events. The online form will allow payment by credit card (Visa or Mastercard only) or indication that payment will be by EFT/ bank transfer. Please note your registration is not guaranteed until payment is received.

For registrations made within 21 days of the conference commencing, payment will be required by credit card online at the time of purchase to ensure payment is received before the delegate is onsite. Secure online credit card facilities provided by eWay.

Payment Options

All payment options are outlined on the registration site and are included on the tax invoice. If you are paying by credit card, charges will appear on your statement as coming from “ASHM Surry Hills”. Payments are processed through our PCI compliant software and payment gateway eWay. CVV numbers are not stored with your credit card data.

If paying by EFT you must accept the bank fees at your end (if applicable). We will not deem registrations as fully paid if we receive them less bank fees.

Please note: ASHM's standard invoice payment terms are 14 days from date of issue.

Confirmation

Your record of registration, hotel bookings and payment will be sent to you via email automatically upon completion of your registration.

Registration- Cancellations, Amendments, Substitutions

General

All prices are inclusive of Australian GST. LGBTIQ+ Health Australia (LHA) member registration rates are not transferable to non-LHA members. By selecting a member registration rate, you warrant that you are a current full financial member of LHA and that the registration is made in the LHA member's name only. A breach of this may result in a cancellation of an event registration.

Substitutions

As an alternative to cancellation, your registration may be transferred to another person without incurring any penalty. The Conference Secretariat must be advised of the transfer in writing. Please email the name, position, phone and email address of the new delegate to conference@ashm.org.au

Cancellation by you

Cancellation Requests up to 30 days prior to the conference

Registration cancellations and amendments must be notified in writing to the Secretariat. Cancellations or changes received before 30 days prior to the conference commencing will receive a refund less a 20% administration fee.

Cancellation Requests between 29-0 days prior to the conference

Cancellations and amendments received in writing 29-0 days prior to the conference commencing will not receive any refund, if cancellation is for medical purposes we can assist with any documentation required for your insurance claim.

Cancellation Requests between 29-0 days prior to the event due to Reasons out of the Delegate's Control

If your request is due to reasons out of your control such as border closures and government restrictions preventing you from attending the conference, you must send your request in writing to conference@ashm.org.au and provide proof for your request. After the deduction of a 30% administration fee the remaining cost will be refunded.

Cancellation of social functions

No refunds will be provided for social function tickets within 30 days of the function commencing. Tickets can be transferred to another name.

Cancellation by us

General

Sometimes our events are cancelled, varied, rescheduled, or postponed due to Force Majeure Events or other causes. In these terms and conditions, a "Force Majeure Event" means any of the following (whether or not foreseeable or anticipated): acts of God, terrorism, war, civil unrest, strike or labour dispute, lack of transportation, breakdown, labour or material shortage, blockade or embargo, supplier failure, epidemic or pandemic, government restriction or recommendation, legal requirement, extreme weather, earthquake, drought, fire, flood, explosion, natural disaster, and/or any other event, cause or circumstance that is beyond our reasonable control.

Conference has to be postponed.

In the event the conference cannot be held and is postponed due to events beyond the control of ASHM or LHA (incl. force majeure) or due to events which are not attributable to wrongful intent or

gross negligence of ASHM, ASHM cannot be held liable by delegates for any damages, costs, or losses incurred, financial losses, etc.

Under these circumstances, ASHM and LHA reserves the right to transfer the registration to the postponed conference. If you are unable to attend the new dates, you may, by notifying us no later than 30 days after the originally scheduled date of the postponed conference, obtain a refund for the registration cost less 30% admin fee. The admin fee will be used to cover costs already incurred for the organization of the conference and which could not be recovered from third parties.

Notification: We will use reasonable endeavours to notify ticket holders of a cancellation, variation, rescheduling or postponement of an event by sending an email to the address provided to us by the ticket holder and putting a notice on our website; however the responsibility to ascertain whether an event has been cancelled, varied, rescheduled or postponed is yours.

Sole remedy: Any refund will be your sole remedy for a postponement or cancellation of an event, and, to the extent permitted by law, ASHM and LHA will have no further liability to you in respect of any cancellation, variation, rescheduling or postponement of an event for any reason.

Format of conference changed to Virtual

In the event the conference cannot be held face-to-face and is amended to a virtual delivery due to events beyond the control of ASHM or LHA (incl. force majeure) or due to events which are not attributable to wrongful intent or gross negligence of ASHM or LHA, ASHM and LHA cannot be held liable by delegates for any damages, costs, or losses incurred, financial losses, etc. Under these circumstances, ASHM and LHA reserves the right to convert face to face registrations to virtual registrations. All registrations will be automatically changed to a virtual registration.

Accommodation Cancellations

A fee may be charged to your credit card by the hotel, in line with the hotel's cancellation conditions, if you cancel accommodation prior to the event. Please refer to the hotels Terms & Conditions at the time of registration

Liability / Insurance

Registration fees do not include insurance of any kind. It is strongly recommended that all delegates take out their own travel insurance and medical insurance prior to the conference. The policy should include loss of fees through cancellation of your participation in the Conference itself, loss of airfares for any reason, medical expenses and repatriation should travel arrangements have to be altered. In the event of industrial disruptions or natural disasters the ASHM Health and LHA cannot accept responsibility for any financial or other losses incurred by delegates. Nor can the Secretariat take responsibility for injury or damage to property or persons.

Indemnity

Registered delegates are liable for any damages caused by the delegate to the conference venues, accommodations rooms, conference supplier equipment or conference organiser's equipment. In

registering for the conference, the delegate agrees to indemnify the organiser for any damages caused by the delegate to any venue or equipment.

Limitation of Liability

To the extent permitted by law, we exclude all conditions and warranties relating to your purchase of tickets for and attendance at events. Where ASHM and LHA's liability cannot be excluded, such as in relation to Consumer Guarantees under the Australian Consumer Law or other prescribed terms under legislation, to the extent permitted by law, our liability for breach is limited to the face value of the ticket purchased by you, plus any relevant booking fees. You agree that if ASHM and LHA will not be able to perform its obligations under these terms and conditions and in relation to events to the extent such performance is affected by a Force Majeure Event.

To the extent permitted by law we exclude all liability for consequential loss, which includes any indirect loss, loss of profit, loss of data or loss of reputation.

Children at conferences

Delegates who bring family members or friends that are under the age of 18 years to the conference venue, facilities or functions relating to the conference, are wholly responsible for that child / minor and must ensure that they are supervised at all times by a responsible adult. The conference and the conference organiser bear no responsibility. There may also be content presented, discussed or shown that is not suitable for children.

Image Release

In registering for the conference, delegates consent for LHA, its agents and others working under its authority, to take and to have full and free use of video/photographs containing their image/ likeness taken at LHA events and conferences. LHA may only use these images for promotional, news, online/ multimedia, research and/or educational purposes by and for LHA. Delegates agree that they are not entitled to remuneration, residuals, royalties or any other payment from LHA in respect of their image/likeness or its use. Delegates release, discharge, and hold harmless, LHA and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the photographs or video. Should a delegate not agree to the above image release, they must advise LHA by contacting conference@ashm.org.au.

Intellectual property

Some speakers may agree to share their presentation slides and webcasts (where available) with delegates only. This content is not intended for wider distribution – sharing, broadcasting and/or copying of this content is not permitted according to Australia's intellectual property laws. Please be respectful of these speakers' intellectual property so that we can continue to offer similar content in future events.

Special Dietary / physical requirements

These requirements may not be catered for unless requested before the event registration closing date. Please note down clearly your requirements (where indicated) on your online registration form or email the ASHM team (conference@ashm.org.au), with your specifications. Special requests on the day cannot be guaranteed.

COVID-19 Vaccination Acknowledgement

Delegates attending an LHA event in-person acknowledge that proof of vaccination or a valid exemption against COVID-19 vaccination may be required by various parties including venues, transport and accommodation providers.

Delegates must agree to comply with the required health and safety processes and protocols in place at the event or forum. You must not attend if have any symptoms of illness associated with the COVID-19 Corona Virus.