

ACA EVENTS - DELEGATES REGISTRATION

TERMS & CONDITIONS

1. INTRODUCTION

1.1 The Event is organised and managed by **The Australian Counselling Association ACA** ; a company registered in Australia (ABN 122 427 11 378).

1.2 References to “us” means and references to The Australian Counselling Association ACA “we” and “our” shall be construed accordingly. Reference to “you” means the entity completing a booking request and references to “your” shall be construed accordingly.

1.3 All applications to register for the Event are made subject to these Terms & Conditions (which shall apply to the exclusion of any terms imposed by you).

1.4 You acknowledge and accept that we have the right to publicly announce our business relationship with you which shall include but not be limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to your business.

1.5 You must be at least 18 years of age to register and attend the Event, unless otherwise agreed with the ACA. Delegates may be asked to present an official identity card stating their age.

2. REGISTRATION

2.1 To register for the event, delegates must submit an online form and follow any directions set out. **Tickets will be available to purchase ONLY via the Event platform.**

Upon successful submission of your registration, a confirmation email of registration and tax invoice will be sent to the mail used during the registration process. Please contact the ACA on events@theaca.net.au if you do not receive a confirmation email.

2.2 All applications to register for the Event are subject to availability and you making full payment.

3. PRICES AND PAYMENT

3.1 Our prices for attending the conference are set out on the relevant registration booking form or can be obtained from our event website. Prices may be subject to change.

3.2 If your booking has been confirmed, an invoice will automatically be sent to you upon receipt of your payment. Payment is due upon registration.

3.4 Please be advised that credit card fees may apply for payments.

3.5 Credit Card **payments MUST** be made directly through **Stripe** to ensure your **personal details are kept safe. The Australian Counselling Association ACA does not store your payment details.**

3.6 If for any reason we have not received payment in full by the date of the event you (or the attending delegate) may be refused entry to the event. We reserve the right to cancel your booking at any time if payment is not made.

3.7 *Use of discount codes* is only valid at the time of the initial purchase. Refunds will not be authorised for existing registrations where the special offer was received after the initial purchase. Discount codes cannot be applied to already reduced/discounted registrations or transferred to other individuals or entities.

4. CHANGES AND CANCELLATIONS

4.1 If you are unable to attend the Event, we welcome substitute delegates attending in your place at no extra cost provided that we have at **least 2 days prior notice of the name of your proposed substitute and** have received payment in full. Please notify us of any substitutions by email at: events@theaca.net.au

4.2. If you are unable to attend the Event due to government restrictions but the event is still proceeding, you need to notify the secretariat via email 7 days prior to the event, your paid registration will be refunded in full. Your cancellation request must be sent via email to events@theaca.net.au.

4.3 Cancellation policy:

- Up to 30 days prior event, your ticket is **reimbursable in full minus an admin fee of \$50.00**

- **Between 29 days and 15 days prior event, your ticket is 50% reimbursable**

- **Between 14 days and the day of the event, your ticket is non-refundable**

4.4 It may be necessary for reasons beyond our reasonable control to alter the advertised content, timing and/or location of the Event or the advertised speakers. We reserve the right to do this at any time.

Where we alter the time and/or location of the conference, we will provide you with notice of the same and will offer you the choice of a full reimbursement or the opportunity to attend the conference as varied.

4.4 The Organisers shall not be liable for any loss caused by the cancellation of the Conference where such cancellation is due to Force Majeure. The term “Force Majeure” means any circumstance beyond the reasonable control of the organisers including but not limited to War, hostilities (whether war be declared or not), terrorism, aircraft hijacking, military operation, riot, civil war, rebellion, civil commotion or unrest, Acts or Regulations of government, refusal to grant visas, explosions, natural disasters, transport delays, transport difficulties and the insolvency of airline carriers.

5. POSTPONEMENT

5.1 ACA may, in its absolute discretion, nominate to either postpone or cancel the event by providing with notice in writing. Cancellation or postponement may be necessary due to acts, events or causes beyond our reasonable control, including, but not limited to, acts of God, industrial disputes, failure in electricity supply or gas supply, war, civil strife, flood, storm, fire, accident, unavailability of raw materials or supplies, explosion, global or national health emergency (including without limitation coronavirus COVID-19), epidemic, breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power, plant, machinery, equipment or material.

5.2 If the Event is postponed to a later date, the terms and conditions of this agreement will continue to apply.

6. CONTENT

6.1 All rights in all presentations, documentation and materials published or otherwise made available as part of the Event (including but not limited to any audio or audio-visual recording of the Event) (“Content”) are owned by us or are included with the permission of the owner of the rights.

No (i) photography, filming or recording;
or (ii) republication, broadcast or other dissemination of the Content is permitted.

You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes shall be permitted), and in particular (but without limitation) you shall not (and shall procure that each of your delegates shall not):

6.1.1 upload any Content into any shared system;

6.1.2 include any Content in a database;

6.1.3 include any Content in a website or on any intranet;

6.1.4 transmit, re-circulate or otherwise make available any Content to anyone else;

6.1.5 make any commercial use of the Content whatsoever; or

6.1.6 use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

6.2 The Content does not necessarily reflect our views or opinions.

6.3 Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. Whilst we take reasonable care to ensure that the Content created by us is accurate and complete, some of it is supplied by third parties and we are unable to check its accuracy or completeness.

You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. The Content is provided on an “as is” basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted by law all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

6.4 To the extent that any Content is made available by us online we reserve the right to suspend or remove access to such Content at any time.

7. LIABILITY

7.1 Subject to clause 7.4, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of in connection with any booking (or requested booking) made by you or otherwise in relation to an Event, shall be limited to the price paid by you in respect of your booking to attend the Event..

7.2 Subject to clause 7.4, we shall not be liable to you for (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or; (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

7.3 You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you (including your delegates) during or otherwise in relation to a conference.

7.4 Nothing in these Terms and Conditions shall limit or exclude either party's liability for:

- 7.4.1 death or personal injury caused by that party's negligence, or the negligence of that party's employees, agents or subcontractors;
- 7.4.2 fraud or fraudulent misrepresentation
- 7.4.3 any other liability which cannot be limited or excluded by applicable law.

8. GENERAL

8.1 You consent to opt into the Event platform for the organisers to be able to email you regarding the event or related matters via the Event platform.

We understand you may opt-out at any time by clicking the unsubscribe link provided in all communications.

8.2 You accept that communication with us may be electronic. We may contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.

8.3 These Terms and conditions and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of the state of Queensland and both parties irrevocably agree to submit to the exclusive jurisdiction of the state of Queensland in respect of any dispute which arises hereunder.

9. ATTENDANCE

9.1 Delegates understand that they must register officially and wear the appropriate identification to enter the Event.

9.2 You must at all times comply with:

- these Terms and Conditions
- Any terms and conditions imposed by the Venue
- ACA Code of Conduct,
- ACA Code of Ethics and Practice
- Any reasonable direction given to you by ACA Management, the Venue host, or any of their employees, agents or contractors, and ACA Management reserves the right to immediately terminate the registration of any delegate that is not complying or has not complied, with the above terms.

10. PRIVACY POLICY

10.1 You acknowledge and agree that, in respect of your attendance at the Conference:

- you may be photographed, filmed or recorded;
- ACA Management can use and disclose your name and image in any material, including promotional material (Material) in connection with the Conference or future conferences, without any remuneration to you;
- ACA Management can use and disclose your personal information for any other purpose in connection with the Conference
- In the case you are not authorising the use of your image, please contact us: events@theaca.net.au