



# REFRAME

REVIEW RENEW REGENERATE

## Terms and Conditions of Registration and Attendance

### This Event: Footprints Exploring Self Retreat

The following terms and conditions apply to Your registration for, admission to, and continued attendance at this Event, and to any of your accompanying guests:

**1. Your contract for attendance at the Event:** These terms and conditions form an agreement between You and Reframe WA Consulting) – ABN 54610720557 (“We”, “Us”, “Our”).

**2. Your capacity:** You enter into this agreement in Your own personal capacity, and also for and on behalf of:

(a) any business or organisation which You represent or which employs You; and

(b) any guest other person(s) for whom You complete registration for the Event, (each of which is a "Relevant Person") and You warrant that You:

(i) have the express authority of all Relevant Persons to enter into this agreement on its/their behalf;

(ii) have provided a copy of this agreement to all Relevant Persons; and

(iii) have the consent of each Relevant Person (being an individual) to provide his/her personal information to Us.

**3. Compliance with venue terms and conditions:** You must at all times comply with the terms and conditions of entry to each venue connected with this Event, and with any lawful directions given by its authorised personnel.

**4. Full payment required:** Full payment, in cleared funds and in Australian dollars, of the registration fee, applicable GST, and all other monies due and payable in connection with Your attendance at this Event must be made:

(a) by credit card or bank transfer when You submit Your application to register for this Event;

and in the case of "early-bird" registration, payment must be made in full by the advertised cut-off date for early-bird registration, otherwise the standard registration fee will apply. You will be denied entry to the Event if Your attendance fee is not paid in full, as provided above.

**5. Your cancellation of Your registration:** You may cancel Your Event registration, by notifying Us by email (info@reframewa.com). If You do not receive acknowledgement by email within five business days, please contact Us on 0417 920 728. You will only be entitled to a refund or partial refund as set out below:

(a) For in-person components of the program, if You cannot attend because it is unlawful (e.g. due to public health orders): If You are unable, or will, with certainty, be unable, to attend this Event for the reason that it is unlawful for You to travel to the venue or would be legally required to submit to quarantine or lock-down, You may notify Us by email and provide particulars of the reason You cannot attend. You may notify Us at any time before the commencement of the Event. If We, acting reasonably, accept the reasons given.

(b) Your cancellation for other reasons: If You wish to cancel Your attendance at the Event for any reasons other than those noted in paragraph (a), You may notify Us by email.

(c) Cancellation of online component: Cancellations made 60 days or more in advance of the Event date, will receive a 100% refund. Cancellations made within 30 – 60 days will incur a 60% fee. Cancellations made within 48 hours of the event will not receive a refund.

(d) Cancellation of in-person component: Cancellations made 60 days or more in advance of the Event date, will receive a 100% refund. Cancellations made within 30-60 days will incur a 60% fee.

Cancellations made within 14 days of the event will not receive a refund.



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## **6. Cancellation, postponement and conversion of the Event to a fully virtual Event by Us:**

We may cancel or postpone all or components of the Event, or convert it to a fully on-line/virtual Event at any time, for any reason. We will notify You by email if any of the foregoing occurs, and:

- (a) Event cancellation: If the Event is cancelled, We will refund all monies paid to date;
- (b) Event postponement: If the Event is postponed, You must notify Us by email within seven (7) days of Our notice of postponement, or before the commencement of the Event, whichever is earlier, either that:
  - (i) You wish to attend the Event as postponed, whereupon We will retain monies paid by You to date and apply them to Your registration for the Event as postponed; or
  - (ii) You cannot, or do not wish to, attend the Event as postponed, whereupon We will refund all monies paid to date; and if You do not notify Us within the time required by this clause, You will be deemed to have accepted the postponement and paragraph (i) of this clause applies.

**7. Your travel and accommodation expenses:** Expenses for and arrangements You may make for travel and accommodation are at Your sole risk and to the extent permitted by law, We are not liable to You for those expenses in any circumstances. We recommend that You consider making accommodation and transport arrangements that permit variation or cancellation with appropriate refunds. We further recommend that You obtain insurance (if available) that will reimburse You accommodation and transport costs in the event of cancellation.

**8. Event subject to change** – While We will make reasonable endeavours to stage the Event as advertised, You agree that, subject only to clause 6, the following may occur without liability of any kind to You:

- (a) changes to the Event dates, the venue or the location of the Event or components of the Event within the venue;
- (b) changes to program content, its order or session times;
- (c) changes to the speakers and other presenters;
- (d) changes to the social program and the venue(s) for dinners and other events.

If any changes occur to the Event as advertised, reasonable endeavours will be made to arrange for reasonable substitutes, subject to availability and the circumstances that made the change(s) necessary or desirable.

Notice of substantial and material changes will be placed on this website.

You are responsible for checking for such notifications/alerts prior to the Event.

**9. Your conduct at this Event** – At all times during this Event You must comply with the Reframe WA Consulting Event Code of Conduct. You must:

- (a) conduct Yourself in a reasonable, respectful, considerate and lawful manner;
- (b) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
- (c) if You consume alcohol, do so reasonably and responsibly;
- (d) not place the safety and health of any person(s) at the Event at risk;
- (e) not cause personal injury to, or defame, any person or damage the property of any person;
- (f) be respectful towards speakers and others expressing their opinions and refrain from causing a nuisance or interrupting or disrupting program content;
- (g) comply promptly with Our reasonable and lawful directions of Our authorised staff, Our contractors and of the relevant venues;
- (h) comply with COVID-19 protocols as provided in clause 20; and
- (i) ensure that each Relevant Person complies with the foregoing.

We may, without liability to You or any Relevant Person, eject You (and/or a Relevant Person) from the Event and/or refuse entry to the Event or any part of the Event if We, acting reasonably, consider that You or a Relevant Person are/is in breach of these terms and conditions, or for any other reasonable cause.



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**10. Release of liability** – You release Us from liability for any losses, costs (including legal costs and disbursements) damage or claims, including but not limited to:

- (a) death or personal injury of any kind sustained by You or any Relevant Person;
- (b) damage to, loss of or destruction of Your and any Relevant Person's property of any kind;
- (c) damage to Your reputation or that of any Relevant Person, except to the extent that such loss, cost, damage or claim is directly caused by Our negligence (but in which case, clause 11 applies).

**11. Limitation and exclusion of liability** – To the extent permitted by law:

- (a) any claim that You and/or a Relevant Person may have in respect of goods or services supplied in connection with the Event, which claim is pursuant to a statutory right that cannot be excluded, Our liability is limited, in the case of:
  - (i) goods, to the replacement of the goods or the cost of having the goods replaced or repaired; and
  - (ii) services, to the resupply of the services or the cost of having the services resupplied;
- (b) Our liability to You and any Relevant Person for any other cause of action, including but not limited to breach of contract, negligence or other breach of duty:
  - (i) for travel and accommodation expenses, loss of enjoyment, loss of profit, loss or revenue, lost cost savings, loss of opportunity, loss of enjoyment or indirect or consequential loss of any kind, is excluded in full; and
  - (ii) for any other loss, is limited in aggregate to the sum of the monies actually paid by You in connection with Your registration for the Event; and
- (c) the express rights set out in this Agreement are Your sole rights of cancellation and Your sole entitlements to a refund or partial refund.

**12. Independent contractor suppliers** – You acknowledge and agree that:

- (a) all goods and services supplied to You in connection with the Event (including but not limited to transport, accommodation, the venue, food and beverage, audiovisual services, security, cleaning, programme content and entertainment) will be supplied by suppliers (each, a "Supplier") who are all independent contractors of Us;
- (b) no Supplier, attendee, speaker, exhibitor, or sponsor is an employee, agent or partner of Us and We are not vicariously or jointly liable for their action, omissions or utterances; and
- (c) the views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of Us. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of their presentations, marketing collateral, advertising and their actions and omissions.

**13. Indemnity** –

- (a) You must indemnify and keep Us indemnified against all losses, costs and expenses (including actual legal costs and disbursements on a full indemnity basis) incurred in connection with any claim, demand, action or proceedings arising wholly or partly, directly or indirectly, from Your act or omission, and whether such claim, demand, action or proceeding is founded wholly or partly on:
  - (i) Your unlawful act or omission, negligence, breach of contract (including this agreement), or other breach of duty or any cause of action whatsoever; and/or
  - (ii) any term of a contract by which We are made liable for Your act or omission, or otherwise. You acknowledge and agree that Your actions and omissions may make Us liable to third parties, including under indemnities.
- (b) The indemnity in this clause applies except to the extent that such claim, loss, cost, or expense is directly caused by Our negligence, but in which case, clause 11 applies.
- (c) You acknowledge and agree that the indemnity in this clause is not Our exclusive remedy.



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**14. Your breach may cause Us to have liability to third parties** - You acknowledge and agree that:

(a) Your negligence or breach of this Agreement or of the venue's terms and conditions of entry may cause Us to be in breach of contractual obligations (including indemnities) or other duties or obligations that We may have to the venue operator or other third parties, such as other attendees, exhibitors at, or sponsors of, the Event; and  
(b) any loss or liability We incur to the venue operator or any other third party, as a direct or indirect consequence of Your act or omission, whether or not We have assumed such liability contractually, is a reasonably foreseeable loss recoverable by Us from You.

**15. Virtual (on-line) participation in the Event** – If You register to participate in this Event, or any part of it, by virtual (on-line) means, You agree that:

(a) it is Your responsibility to ensure that You have appropriate technology, internet connectivity and speed to participate;  
(b) We are not liable for any interruption, delay sound or picture quality problems You may experience because Your technology is inadequate or because of internet or power interruptions, or internet speed, or other connectivity problems You may experience;  
(c) You are not entitled to a refund if You are unable to participate, or if the quality of Your participation is diminished, because of the matters referred to in paragraphs (a) and (b).  
(d) You will comply in all respects with clause 9 of this agreement and with any rules, protocols or other directions made by Us or the virtual session chair, whether published or issued in writing or orally;  
(e) If/when You post questions or messages to others participating by virtual means, Your personal information may be shared with those persons; and  
(f) You warrant that the home/work environment in which You access the virtual component of the Event is safe and free of risk to Your health and safety.

**16. Photography and videography/filming** –

(a) You may use handheld cameras and/or smart phones at the Event to take photographs and videos/films for personal, non-commercial use, provided the act of so doing is not disruptive, intrusive or in breach of intellectual property or privacy rights and provided that the subject of such photography and videography/filming consents. Such photographs and videos/films may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.  
(b) We may hire service providers (photo/video/streaming/audio) to document and display the Event experience. We may also use social media to post photos and videos and to display select submissions at the venue and on Our websites.  
(c) You irrevocably authorise Us to:  
(i) record You (picture and voice) on photos, films and sound recordings (each, a "Recording"); and  
(ii) edit and incorporate the Recording into a photo, video gallery, short film or webinar as a record of and for the promotion of the Event and future similar events, for no monetary or other compensation to You and You acknowledge and agree that You have no right, title or interest in such Recording.

**17. Relevant Persons** – If You register a Relevant Person (or for and on behalf of a Relevant Person - see the definition in clause 2) for this Event, You must ensure that each Relevant Person complies with these terms and conditions of registration and attendance. If You are a guest of a registrant for the Event or other Relevant Persons, it is a condition of Your admission to and continued attendance at the Event, that You agree to these terms and conditions of registration and attendance and that You comply with them. If You do not agree to these terms and conditions of registration and attendance, please notify Us and Your name will be removed from the guest list.



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## 18. Privacy -

(a) You consent to Our collection, use and disclosure of Your personal information, including sensitive information as defined in the Privacy Act 1998 (Cth).

(b) You also consent to Our use of Your personal information to let You know of future events or services that We consider You may be interested to attend.

(c) Subject to paragraph (d) of this clause, You consent to Our publication of a delegate list and to disclosure of Your personal information, including "sensitive" personal information to:

(i) Suppliers, to the extent We consider it necessary or desirable to enable them to provide appropriate goods or services to You (such as dietary or accessibility requirements); and

(ii) Sponsors and exhibitors participating in the Event.

(d) You may withhold consent for disclosure of Your personal information (but not in respect of Recordings) to sponsors and exhibitors during the registration process or by notifying Events Manager (info@reframewa.com).

**19. Assignment (transfer) of Your registration** – You may transfer Your registration for this Event to a person (the "Transferee"), provided You notify Us and that the Transferee agrees to be bound by these terms and conditions in such manner as We require. If a transfer of a registration is made under this clause, no refund of registration fees will be payable.

## 20. COVID-19 safety:

(a) You must not attend any in-person component of the Event if:

(i) You have been diagnosed as having COVID-19, are feeling unwell with symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue;

(ii) You have been in contact, in the 14-day period before the Event, with any person that has tested positive to COVID-19 or has displayed symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue; or

(iii) You have travelled, in the 14-day period before the Event, to Australia from overseas, to the place of the venue from a COVID-19 declared hotspot, or from a state or territory whose borders have been closed or restricted due to COVID19.

(b) At entry to and while attending the Event, You must:

(i) comply with all applicable laws and health directives concerning COVID-19;

(ii) comply with and submit to contact tracing protocols and procedures for COVID19 safety, including but not limited to, as We may require at Our option, registering with a QR Code on entry or demonstrating that You have downloaded, to a personal mobile device, the COVID-Safe app, and if requested, You must submit to temperature testing;

(iii) strictly practise mandated social distancing;

(iv) wash Your hands regularly and use hand-sanitiser made available at the Event; and

(v) if You experience any symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue, You must immediately report to Event staff and follow all reasonable directions given by Event staff or health professionals present. If requested to leave the venue, You must comply with that request.

**21. Governing law** – These terms and conditions are made under and governed by the laws applicable in Western Australia, and You accept the non-exclusive jurisdiction of the courts of that place.