

5TH AUSTRALASIAN COMPENSATION HEALTH RESEARCH FORUM

1–2 August 2016, Melbourne Convention Centre, Victoria, Australia



DELEGATE CONDITIONS

These Conditions together with the Registration Form constitute an agreement between the Conveners [ISCRR and ACC] and you, which governs all aspects of your attendance at ACHRF 2016. By registering to attend ACHRF 2016 or associated sessions and social events organized by the ACHRF 2016 Conveners, you as a prospective delegate, acknowledge you have read and agree to be bound by this agreement.

1. Interpretation

- a. “ACHRF 2016” means the ISCRR and ACC Forum held at the venue from Monday 1 August to Tuesday 2 August 2016.
- b. “The ACHRF 2016 Conveners”, “Conveners” “us” or “we” means Institute for Safety, Compensation and Recovery Research (ISCRR) and New Zealand’s Accident Compensation Corporation (ACC).
- c. “Session”, “Event”, “Fee” have the meaning evident from the Registration Form.
- d. “Terms” means the conditions of this agreement.
- e. “Venue” means Melbourne Convention Centre.

- f. “You” or “your” means the delegate registered for attendance, as evident from the Registration Form.
- g. A reference to a party includes its officers, employees, agents and contractors.

2. Registration and payment

- a. Acceptance of Registration Forms is at our discretion, for which we will provide confirmation. We reserve the right to decline any registration application, however if we do so we will refund or not process all monies then paid.
- b. We will not consider any Registration Form not accompanied by the Fee (all fees being

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 **ISCRR** Institute for Safety,
Compensation and
Recovery Research

A Joint Initiative of WorkSafe Victoria, the TAC and Monash University


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Te Kaporeihana Āwhina Hunga Whara

expressed as GST inclusive amounts) or where it is incomplete. The Fee for registering at ACHRF 2016 or for attending any Session or Event is correct at time of publication. The ACHRF 2016 Conveners reserve the right to change the Fee at any time but changes will not affect registrations which have already been confirmed.

- c. Although the ACHRF 2016 Conveners will make reasonable efforts to ensure all registrants are able to attend Session and Event, some of them have limited places available and are dealt with on a “first-in” basis.
- d. If the ACHRF 2016 CONVENERS has invited you to attend a Session or Event without the need for registration and/or payment of the Fee, you must confirm your attendance within the time specified in the invitation (if any) in order to reserve your position.

3. Program Changes

- a. Concerning ACHRF 2016, a Session or an Event, the ACHRF 2016 Conveners reserves the right at any time to:
 - i. Change the format, participants, content, location and timing or any other aspect;
 - ii. Postpone them or any part of them; or
 - iii. Cancel them or any part of them, and will not be liable to you for any damages, costs, losses or expenses of any kind incurred or suffered by you in connection with the ACHRF 2016 Conveners modifying,

postponing or cancelling ACHRF 2016 or any Session or Event or any part.

- b. If ACHRF 2016, a Session or an Event is cancelled, or postponed by the ACHRF 2016 Conveners and you are unable to attend the rescheduled ACHRF 2016, Session or Event, we will refund the Fee.
- c. A Session or Event’s content and ACHRF 2016 program is confirmed at the time of printing. The ACHRF 2016 Conveners may make changes as required, however will use best efforts to maintain equivalent standards.
- d. ACHRF 2016 content is obtained from sources believed to be reputable and reliable. The ACHRF 2016 Conveners accepts no liability for any inaccuracy or misrepresentation. This information is not professional advice or a substitute for seeking professional advice, or as a full consideration of particular circumstances faced by the user. Acting in accordance with information provided by the program does not guarantee discharge of any duty.

4. Delegate’s rights and obligations

- a. By registering, you warrant your details as provided are true and correct.
- b. You must comply with any particular conditions, rules, regulations or usage requirements of the Venue or of the ACHRF 2016 Conveners in connection with a Session or Event. Any delegate guides

are available from us on request. We will use reasonable efforts to update you of subsequent amendments.

- c. You must also comply with all verbal and written directions given by us or the Venue whilst at, entering or departing the Venue (including without limitation in respect of an acceptable noise level emanating from the exhibition space).
- d. The ACHRF 2016 Conveners reserves the right, without any liability, to refuse admission to, or to eject you from a Session or an Event, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of the ACHRF 2016 Conveners you represent a security risk, nuisance or annoyance to the running of a Session or Event.
- e. Photography and the recording or transmitting of audio or visual material, data or information is prohibited at a Session or an Event without prior ACHRF 2016 Convener written consent.

5. Cancellation and Transfers

- a. You may cancel all or part your ACHRF 2016 registration by written notice to the ACHRF 2016 Conveners. Dinner tickets and dinner portions of full conference tickets are non-refundable. Your registration Fee will be refundable subject to the following conditions:
 - cancellations received on and before Monday 18 July 2016 5pm will not incur a cancellation fee;
 - cancellations received on and before Monday 25 July 2016 will incur a 50% cancellation fee; and
 - cancellations received after Monday 25 July 2016 will incur a 100% cancellation fee (no refund paid).
- b. Where permitted, you may transfer your registration by written notice to the ACHRF 2016 Conveners. Session or Event transfers are subject to availability, and to the payment of the applicable registration Fee for the new Session or Event. Each registration applies to a single person only.
- c. You may substitute another to attend a Session or Event in your place by written notice of such to the ACHRF 2016 Conveners. The ACHRF 2016 Conveners reserve the right to refuse entry to any substitute delegate for whom the Conveners was not provided such notice, or where relevant eligibility criteria are not satisfied. ACHRF 2016 Conveners confirmation of substitutions is also subject to the payment of any applicable additional fees for the Session or Event.
- d. Cancellation pursuant to this clause 5 does not terminate our agreement with you, which continues until resolution of all outstanding payments to the Convener's satisfaction.

6. Risk Management

- a. It is your responsibility to inform the Conveners of any special dietary or other requirements you may have, sufficiently in advance to enable the ACHRF 2016 Conveners to attempt to accommodate these requirements (or where this is not possible, inform you of such).
- b. You use the Venue and all associated facilities at your own risk. Despite anything else in these Conditions, the ACHRF 2016 Conveners accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials or other belongings brought to the Venue, whether by fire, theft, accident, injury or otherwise.
- c. The Session or Event may contain inherently dangerous activities, including the use of specialised equipment. Reasonable assistance will be provided, however delegates' are responsible for their own wellbeing and the Conveners accepts no liability for any loss, damage or injury incurred in connection with a Session or Event.
- d. Any liability incurred by us in connection with the Session or Event will be limited to the refund of the Fee paid to the ACHRF 2016 Conveners. All guarantees, representations, conditions and warranties of any nature are expressly excluded. However nothing in these conditions limits, excludes or modifies the guarantees as provided under the Competition and Consumer Act (Cth) and the Australian Consumer Law. If these Acts impose any inalienable consumer rights then to the extent of any inconsistency with these Conditions, these Conditions are to be read down to permit those rights.
- e. To the maximum extent permitted by law, we exclude all indirect or consequential liability and all liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred (whether or not arising from negligence) by you in connection with your attendance at ACHRF 2016.
- f. You release us from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with our acts, omissions or negligence in connection with this agreement or any Session or Event. You further indemnify the ACHRF 2016 Conveners its employees, agents, contactors and sub-contractors against and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs, professional costs and other expenses on a full indemnity basis), incurred in connection with this agreement. Any such amount is a debt due and payable within 20 business days of request.

7. General

1. The ACHRF 2016 Conveners reserves the right to amend these Terms from time to time. The Terms governing your attendance at ACHRF 2016 or any Session or Event will be those in force at the time of your registration or attendance at a Session or Event if you do not need to register (as applicable).
2. The failure, delay, relaxation or indulgence on the part of the ACHRF 2016 CONVENERS in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms do not operate as a waiver of that power, right or remedy.
3. If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant Term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms.
4. These Terms are governed by and are to be construed in accordance with the laws in force in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those Victorian courts and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

8. Privacy Statement

Protecting your privacy and appropriate use of your personal information is an important aspect of the way the ACHRF 2016 Conveners implements its activities.

- a. You acknowledge you may be filmed, recorded and/or photographed by the ACHRF 2016 Conveners, the media or any other party at ACHRF 2016 and consent to the ACHRF 2016 Conveners using any such film, sound and/or photograph for editorial, promotion, publicity and advertising purposes, or for the promulgation of correct medical procedures.
- b. By submitting a Registration Form, you consent to the ACHRF 2016 Conveners collecting, using and disclosing your personal information (including credit card information) to administer this Event. This may include the production of delegate lists and photographs for marketing and related uses. We will disclose personal information relating to credit card details for payment processing only.
- c. Please contact us to update or correct your details.