

TERMS AND CONDITIONS – EVENT REGISTRATIONS

These Event Registration Conditions are set out for The Australian Institute of Landscape Architects ABN 84 008 531 851 ("AILA") and attendees ("you" or "your") who has:

- been invited by AILA to attend an event or
- registered or enrolled to attend or participate in an Event; or (2) been invited by AILA to attend an Event.

These Event Registration Conditions apply to face-to-face events, online webinars, programs courses, the Festival of Landscape Architecture and any other AILA events (each an "Event").

Please read these conditions carefully as registration acknowledges you have read and agree upon:

- registering for an event with AILA; or
- attending or participating in the Event if you are not required to pre-register for the Event.

AILA reserves the right to amend these Event Registration Conditions from time to time.

1. Terms

- a. AILA (our) refers to the The Australian Institute of Landscape Architects ABN 84 008 531 851
- b. Attendees (you or your) refers to the delegate or registrant
- c. **Fee** have the meaning evident from the Registration Form.
- d. **Event** means all events organised by AILA including the Festival for Landscape Architecture
- e. **Event Registration Conditions** means these conditions.
- f. **Registration Form** means the registration or booking form (whether hard copy or electronic) for the Event
- g. A reference to a party includes its officers, employees, agents and contractors.

2. Registration and payment

- a. Acceptance of Registration is at AILA's discretion, for which AILA will provide confirmation. AILA reserves the right to decline or cancel any registration. If so, AILA will refund or not process any monies then paid.
- b. Some Events have limited places available. Registration, or attendance where pre-registration is not required, is on a "first-in" basis.
- c. If AILA has invited you to attend an Event without the need for registration or payment of the requisite Fee, you must confirm your attendance within the time specified in the invitation (if any) in order to reserve your position.

3. Attendees' rights and obligations

a. You are expected to behave in a professional and appropriate manner at all Events consistent with the AILA Member Code of Conduct and the law.



- b. You must also comply with all verbal and written directions given by AILA 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).
- c. You must comply with any particular conditions, rules, regulations or usage requirements of the Venue or of AILA in connection with an Event. Any delegate guides are available from AILA on request. AILA will use reasonable efforts to update you of subsequent amendments.
- d. AILA reserves the right, without any liability, to refuse admission to, or to eject you from an Event, in its absolute discretion, including (without limitation), for failure to comply with these Event Registration Conditions or if in the opinion of AILA you represent a security or health risk, nuisance or annoyance to the running of an Event.
- e. Photography and the recording or transmitting of audio or visual material, data or information is prohibited at an Event without AILA's prior written consent.

4. Event changes

- a. AILA reserves the right at any time to:
 - i. Change the format, participants, content, location and timing or any other aspect of an Event.
 - ii. Postpone Events or any part of those Events.
 - iii. Cancel an Event or any part, 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 AILA modifying, postponing or cancelling a course or any part.
- b. If an Event is cancelled or postponed by AILA and you are unable to attend the rescheduled Event, AILA will provide you with a credit, in the amount of the fees paid, that can be applied toward another event (transfer credit) or a full refund.
- c. An Event's content and program is accurate as at the time of printing. AILA may make changes to an Event as required, however will use reasonable efforts to provide a program and content of equivalent standard.
- d. Event content is obtained from sources believed to be reputable and reliable. AILA 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 an Event does not guarantee discharge of any duty. Participants are expected to exercise their own judgement as to the suitability and applicability of information provided during any Event.

5. Transfers and substitutions

- a. Where permitted, you may transfer your Event registration to another Event by written notice to AILA. Event transfers are subject to availability and the payment of the applicable registration fee for the new Event.
- b. Where permitted, you may substitute another delegate to attend an Event in your place by written notice to AILA. AILA reserves the right to refuse entry to any substitute delegate for whom AILA was not provided written notice, or where relevant eligibility criteria (if any) are not satisfied. AILA acceptance of substitution is also subject to the payment of any applicable additional fees for the Event (for example, if the substitute is a non-member additional fees may be payable).

6. Cancellation



- a. Where permitted, you may cancel all or part of your registration. Notification of cancellation must be made in writing and sent by email to AILA.
- b. If your cancellation notification is received by AILA at least five business days or more before the start date of an Event that is not the Festival of Landscape Architecture, AILA will provide you with a refund of the Fees minus any administrations costs (as reasonably determined by AILA). No entitlement to repayment arises for cancellations with less than five business days of notice.
- c. For the Festival of Landscape Architecture, if your cancellation notification is received by AILA:
 - i. 21 business days or more before the start date of the Festival, AILA will refund you the Fees minus an administration fee of 10%;
 - ii. between 20 business days and 10 business days before the start date of the Festival, AILA will provide you with a refund 50% of the Fees; and
 - iii. between 9 business days or less before the start date of the Festival, no refunds will be made.
- d. Refunds will not be granted if you register for an event but do not attend or where a substitute is refused entry under clause 5(b).

7. Risk management

- a. It is your responsibility to inform AILA of any special dietary or other requirements you may have, sufficiently in advance to enable AILA to attempt to accommodate these requirements (or where this is not possible, inform you of such).
- b. AILA 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. Attendees are responsible for their own wellbeing and AILA accepts no liability for any loss, damage or injury incurred in connection with an Event.
- d. Any liability incurred by AILA in connection with the Event will be limited to the refund of the fee paid to AILA. All guarantees, representations, conditions and warranties of any nature are expressly excluded.

9. Privacy

- a. Protecting your privacy and your personal information is an important aspect of the way AILA conducts its activities, online and offline.
- b. You acknowledge you may be filmed, recorded and/or photographed by AILA, the media or any other party at the Event and consent to AILA using the film, sound and/or photograph for AILA editorial, promotion, publicity and advertising purposes.
- c. By submitting a Registration, you consent to AILA collecting, using and disclosing your personal information (including credit card information) to administer the Event. This may include the production of attendee lists and photographs to Event sponsors or for marketing and related uses and updating your continual professional development record, unless notified otherwise. AILA will disclose personal information relating to credit card details for payment processing only.
- d. Please contact AILA via your local <u>Chapter Manager</u> or <u>admin@aila.org.au</u> to update or correct your details.
- e. In all other aspects, AILA will collect, use and disclose personal information provided to it in accordance with its Privacy Policy or provided on request.