



Terms & Conditions

Victorian Homelessness Conference

Please read these Terms and Conditions carefully as they apply to your participation at the Victorian Homelessness Conference (VHC) 2023.

By attending, speaking, exhibiting, or sponsoring at the VHC 2023, you agree to be bound by the Terms and Conditions set out in this document. This form a legally binding agreement between you and the Conference host – Council to Homeless Persons (CHP).

As a condition of attendance, in-person delegates must agree to adhere to any Covid-safe measures put in place by VHC 2023, the venue, federal or state guidelines and acknowledge that these procedures may be changed at any time in accordance with the latest health advice from the Australian Government.

Council to Homeless Persons and Think Business Events (Conference Organiser) reserve the right to publish changes to these Terms and Conditions at any time without prior notice.

Definitions

1.1. General

1.1.1. The term 'Conference Name', or the 'Conference' means the biennial 'Victorian Homelessness Conference' of Council to Homeless Persons (ABN 20 005 475 007) ('CHP').

1.1.2. The term **'Conference Organiser'** or the **'Conference Office'** refers to <u>Think Business</u> <u>Events Pty Ltd</u> (ABN 66 121 965 428) and representatives of Think Business Events ('TBE') which is contracted by Council to Homeless Persons to manage the Victorian Homelessness Conference logistics, including registration, accommodation and sponsorship/exhibition bookings. The Conference Organiser or Conference Office is also the appointed data custodian for all personal data collected by Council to Homeless Persons or Think Business Events for the purposes of promoting the Victorian Homelessness Conference related events.

1.1.3. The term **'Intellectual Property Rights'** includes all copyright and industrial and intellectual property rights of whatever nature, including without limitation all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered designs, confidential



information and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

1.2. Registration

1.2.1. The terms '**Participant'**, '**Attendee'**, '**Delegate'** or '**Registrant'** refer to any person who registers and/or attends or is invited to attend the Conference – whether in-person or virtually – including but not limited to Speakers, Sponsors, Exhibitors, Vendors, Media Representatives and Contractors.

1.2.2. The term **'In-person Delegate'** refers to any delegate who physically attends the Conference in Melbourne.

1.2.3. The term 'Virtual Delegate' refers to any delegate who only attends the conference online.

1.2.4. Virtual registration, refers to access of any live streams on the days of the conference. Not all sessions are livestreamed or recorded. Only a number of selected plenary and concurrent sessions will be available at the discretion of the Conference Organisers.

1.3. Speakers

1.3.1. The term **'Speaker'** or **'Presenter'** refers to any presenter or co-presenter, facilitator, session chair, panellist or co-panellist, session moderator, session discussant, session facilitator or moderator who is participating, whether in person or virtually.

1.4. Sponsorship and exhibition

1.4.1. The term '**Sponsor**' includes any person, firm, company or corporation and its employees and agents identified in the booking form or other written request for a sponsorship item.

1.4.2. The term **'Exhibitor'** includes any person, firm, company or corporation and its employees and agents identified on the application form or other written request for exhibition space.

Registration Terms and Conditions

All Attendees of the Victorian Homelessness Conference (including all Delegates, Speakers, Exhibitors, Sponsors or Vendors) must be aware of, and agree to, the Victorian Homelessness Conference Registration Terms and Conditions.

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Payment of Registration

The payment of the registration is either by credit card or bank deposit at the time of registration. After **13 November 2023 midnight AEDT**, only payment made by credit card will be accepted. A registration is considered complete when full payment is received by the Conference Organiser. The Australian goods and services tax (GST) at 10% is applicable to all goods and services offered by the Conference. All registration fees listed include GST.

Early Bird Registration Fees

To qualify for early bird registration, registration fees must be paid in full by **22 September 2023**. If registration fees have not been received by 22 September 2023 your registration will revert to the standard Conference registration fee.

Registration fees are based on date of payment receipt, not the date of receipt of registration form.

Member Rates

Member Registration

To qualify for member rates, you must be a member of Council to Homeless Persons or be employed by a member organisation. Your membership status will be verified upon registration. Please contact Council to Homeless Persons directly for further details at <u>admin@chp.org.au</u>.

If you are not a member, you will need to select the Non Member category and non-member fees will apply.

Eligibility for Concession and Limited Registration Rates

Day Registration

Delegates can only purchase ONE day registration. If more than one day registration is required, then a FULL registration must be purchased.

Student Registration

The Student rate applies to those who are a student at the time of registration or have a student card valid in 2023. Students are those studying in an entry level education University program. A valid document, i.e., student card or letters issued by the school/university/institution must accompany the student registration.

Lived Experience Registration



This rate applies to people with lived experience of being without a home and who have accessed the specialist homelessness service systems for supports. Registration is available a discounted rate.

Limited passes

Limited passes are available a discounted rate. These are provided at Council to Homeless Persons discretion.

Late Registration

The Conference Organiser cannot guarantee the availability of collateral or social function tickets such as the Networking drinks to Delegates who register late (inside four weeks before the Conference starts) as there is a risk that social program functions may be fully subscribed. These tickets will be forfeited and the Conference registration fees will not be discounted.

Transfer of Registration

All fully paid registrations are transferable to other persons from the same organisation. Transfers can be made by the registered person in writing to the Conference Organiser at chp@thinkbusinessevents.com.au no later than **13 November 2023**. Details must include the full name of the replacement person, their title, contact phone number and email address. All other registration details will be carried over to the new person unless otherwise specified.

Transfer of registrations to another person will include the registration, all associated social event tickets (including additional purchases).

Should the new Delegate not require an item previously booked by the original Delegate, the cancellation and refund policy for the item cancelled will apply.

Registrations are individual and cannot be shared.

Non-attendance / No-shows

No refund will be made for non-attendance at the Conference or social events.

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Change of the In-Person Registration to a Virtual-Only Registration

At the Delegate's request due to government restrictions

If a Delegate is unable to travel to VHC 2023 to attend the Conference in-person due to government restrictions on travel as a result of the COVID-19 pandemic, the Delegate's registration will be converted to a virtual-only registration upon written request to the Conference Organiser.

In this scenario, the difference in the fees for an in-person registration and a virtual-only registration will be refunded. Refunds will be processed after the Conference. The Delegate accepts that the processing time for the refund may be delayed if many registrations need to be processed.

At the Delegate's request for other reasons

A Delegate may make a request in writing to the Conference Organiser to convert their in-person registration to a virtual registration for personal reasons not related to government restrictions on travel as a result of the COVID-19 pandemic.

If the request is made after 13 November 2023, the Delegate is not entitled to any refund or reduction of the registration fee applicable to the in-person registration.

Refunds will be processed after the Conference. The Delegate accepts that the processing time for the refund may be delayed if many registrations need to be processed.

Change of the virtual registration to an in-person registration

If a Delegate wants to convert their virtual registration to an in-person registration they must request the change in writing by emailing the Conference Organiser.

The difference in fees between the virtual-only registration and in-person registration will be due and must be paid by the Delegate upon receipt of the invoice.

The difference will be calculated on the corresponding in person rate fee.

Cancellation of the Registration by the Delegate

All cancellations must be made in writing to the Conference Organiser at chp@thinkbusinessevents.com.au.

Full Conference or one-day-only cancellations: If you have registered for the Conference as a full or a day Delegate, whether virtual or in-person:

You are entitled to a refund if the cancellation is received on or before 27 October 2023. However, you will incur a \$100 administrative fee.



You are not entitled to a refund of the registration fees if the cancellation is received after 27 October 2023.

Part cancellation: If you would like to cancel part of your registration package (e.g. Additional social event tickets):

You are entitled to be refunded the fee that is applicable to the cancelled part of the package, if the cancellation is received on or before 27 October 2023. However, you will incur a \$20 administration fee.

You are not entitled to any refund of the registration fee if the cancellation is received after 27 October 2023.

Final date to claim a refund: To claim applicable refunds for cancellations or alterations, please email <u>chp@thinkbusinessevents.com.au</u> on or before 27 October 2023. No refunds (in part or in full) will be accepted after this date, but you may choose to transfer your registration to another person within your organisation if permitted under these Terms and Conditions.

Processing time for refunds: Refunds (less applicable administrative fees) will be processed no later than 30 days after the conclusion of the Conference.

If your application for a visa to enter Australia is unsuccessful, the above cancellation terms apply.

Change of the In-Person Conference to a Virtual-Only Conference by Council To Homeless Persons or the Conference Organiser

In the event the in-person Conference cannot go ahead due government restrictions on travel or gatherings, the Conference may be delivered fully online via a virtual platform.

A fully virtual Conference means the Conference will not be broadcast from Melbourne and all Delegates, Speakers, Sponsors and Exhibitors will be attending the Conferences virtually.

All in-person registrations will be converted to virtual registrations. In the above scenario, the difference in the fees for an in-person registration and a virtual-only registration will be refunded.

Processing time for partial refunds: Refunds will be processed after the Conference. The Delegate accepts that the processing time for the refund may be delayed if many registrations need to be processed.



Cancellation, Postponement or Change Of Registration of the Conference by Council To Homeless Persons or the Conference Organiser

It may be necessary for reasons beyond the control of Council to Homeless Persons or the Conference Organiser to alter the times, dates, itineraries or Speakers of the Conference by notice to you at any time.

In the event of cancellation or postponement of the Conference, or if the registration is converted from an in-person registration to a virtual-only registration (or vice versa), the maximum liability of CHP or the Conference Organiser is limited to a refund of the Conference registration fee with no additional liability for travel costs, hotel costs, or any other costs or expenses whatsoever.

In the event of cancellation or postponement of the Conference, or if the registration is converted from an in-person registration to a virtual-only registration (or vice versa), due to circumstances beyond CHP or the Conference Organiser reasonable control including but not limited to acts of terrorism, war, acts of God, natural disaster or global health crises (including any government restrictions on travel or gatherings), CHP or the Conference Organiser cannot be held responsible for any cost, damage or expense which may be incurred by Delegates as a consequence of such cancellation, postpone or change.

In the event of postponement of the Conference, if the Delegate is willing to attend the rescheduled event, we will transfer the registration and guarantee the same conditions and registration entitlements at the rescheduled event.

Privacy Statement

VHC 2023 is required to comply with the requirements of the Privacy Act 1988 (Cth) (Australia).

CHP reserves the right to modify or amend this privacy and copyright statement at any time, provided that those modifications or amendments comply with applicable laws.

Use of Personal Information

The Conference will collect and store information you provide in this Registration Form for the purposes of enabling us to:

- register your attendance at the Conference;
- assist with administrative and planning purposes;
- plan and develop the Conference and other events in the future;
- facilitate your requirements in relation to the Conference; and



• allow the compilation and analysis of statistics relevant to the Conference.

The information that you provide (such as Persons name and email) in the Registration Form and information provided at any other time during the Conference, including without limitation any feedback obtained during the Conference, will be used by the Conference to offer, provide, and continue to improve future events and other services such as communications on CHP activities, including e-News.

Virtual Platform / Conference App

All registered Delegates' name, position, organisation, and email address will be uploaded to the virtual platform and/or app.

Delegates will receive their Conference login details direct from the virtual platform and/or app. Delegates are responsible for the setup of their own Delegate profile on the virtual platform for interaction with other Delegates, sponsors and exhibitors

Delegates are also responsible for any technical requirements to enable you to use the link to the virtual platform provided by the Conference and to participate in the Conference via the virtual platform and/or app.

Registered Delegates will be able to set their privacy preferences when they log into the virtual platform and/or app.

Disclosure of Personal Information to Third Parties

The Conference may disclose some of the information that is collected in the Registration Form such as your name, position and organisation to Conference sponsors and exhibitors. The Conference will not otherwise, without your consent, use or disclose your personal information for any purpose unless it would reasonably be expected that such purpose is related to the offer, provision and improvement of the Conference or where such purpose is permitted or required by law.

Delegates may give consent for disclosure of their contact details to sponsors or exhibitors during the registration process or by notifying the Conference Office in writing by 13 November 2023.

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Intellectual Property Use

By registering for this Conference, all Delegates grant permission to Conference, the hosts and its agents, to take photographs and video footage at the Conference and/or screen shots of the virtual platform to reproduce and to distribute on social media, promotional materials and other association publications, whether in print, electronic or other media, including the Conference website.

By participating in the Conference, you permit the association to use, reproduce and distribute photographs/screen shots taken of you for such purposes and waive your legal rights to pursue any cause of action against VHC 2023 related to such photographs.

If you have any concerns regarding the use of photographs/screen shots taken of you during the Conference, please see the registration desk during the Conference or contact the Conference Office <a href="https://chapman.ch

It is understood these images may be used for promotional, news, on-line/multimedia, research and/or educational purposes by and for VHC 2023. Delegates agree that they are not entitled to remuneration, residuals, royalties, or any other payment from VHC 2023 in respect of their image/likeness or its use. Delegates release, discharge, and hold harmless, VHC 2023 and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of any anything contained in the photographs or video. Should a Delegates not agree to the above image release, they must advise the Conference Office.

Insurance

Registration fees do not include insurance of any kind. It is strongly recommended that Delegates take out insurance at the time of registration to include any eventuality including but not limited to loss of fees through cancellation of Delegate's participation in the Conference or through cancellation of the Conference, loss of airfares through cancellation for any reason including airline or related services, strikes, loss or damages to personal property, force majeure or any other reason.

Liability

Delegates attend the Conference at their own risk.

Delegates agree not to hold Conference Name, or the Conference Organiser liable for any losses, damages, expenses, costs, claims or liabilities suffered or incurred by Delegates including consequential or indirect losses or loss of profit through registering for the Conference, attending the Conference (whether in-person or virtually), cancellation or postponement of the Conference,



failure of the Conference to achieve your expectations, or for any error or omission by CHP or the Conference Organiser.

Delegates agree not to hold Conference or the Conference Organiser liable or responsible for any personal injury (i.e. physical, psychological or emotional stress) or any loss or damage to personal property.

Conference proposals and other Speaker materials express the views of the relevant Speaker(s) or author(s) alone. They do not necessarily represent the views of members of CHP or its committees. Conference materials should not be construed as a legal opinion or professional advice. VHC 2023 cannot accept liability for advice given, or views expressed, by any Speaker at the Conference or in any material provided to the Delegates.