

# Terms and Conditions – Events

## Name of Policy

Terms and Conditions Events

## Policy Statement

Jobs Australia Ltd is committed to providing exceptional service and benefits to our valued Members. This document outlines the Terms and Conditions governing Jobs Australia Ltd events. By booking a paid or free Jobs Australia event, you agree to adhere to these Terms and Conditions, as well as any future amendments which may occur.

## Purpose

The purpose of these Terms and Conditions is to clearly define the rights, responsibilities, and benefits associated with booking and attending Jobs Australia Ltd events. This document serves as a legal agreement between Jobs Australia Limited and the individual booking and attending any Jobs Australia Ltd events, outlining what is expected from both parties to ensure a beneficial and compliant relationship. We encourage all prospective Jobs Australia Ltd event attendees to read these Terms and Conditions carefully to fully understand the scope and limitations.

## Scope

Applicable to all Jobs Australia Ltd events

## JOBS AUSTRALIA GENERAL TERMS AND CONDITIONS FOR TRAINING

### Event Terms and Conditions

These Terms and Conditions (**Terms**) govern the purchase of tickets for, and attendance at any event held by Jobs Australia Ltd (**Event/s**).

It is the prospective attendee's responsibility to review Jobs Australia Ltd's general Terms and Conditions prior to the purchase of tickets. By purchasing tickets, the attendee agrees to be bound by these Terms. We reserve the right to amend these Terms at any time and will provide the most recent version on our website.

Throughout this document, the Terms "Jobs Australia," "we," "us" and "our" refers to Jobs Australia Ltd, and "you" refers to the individual or business purchasing tickets or attending events.

Policy: Terms & Conditions – Events

Approved by: CEO

Date: September 2021 / Reviewed September 2023

## Event Booking and Ticket Purchase

- A list of upcoming events, and ticket prices are available on the Jobs Australia Ltd website.
- All prices are AUD, in addition to the ticket price, you must pay GST, any booking, handling, credit card surcharge or postage fees specified on the website.
- Ticket prices are subject to change. Jobs Australia Ltd will use its best endeavors to provide timely updates to attendees of any changes.
- Ticket purchases for events are made via Jobs Australia Ltd's event portal through iMIS.
- Full payment must be received at least 5 working days prior to the event unless other arrangements have been agreed with Jobs Australia Ltd. If full payment is not received the booking will be cancelled without notice.
- Booking confirmation and tax invoices will be available by logging into Jobs Australia's online portal.
- Entrance to the event will be via the virtual link provided upon checkout for online events. If the event is in person entry will be based on providing identification or the confirmation of registration. No hard copy or electronic ticket will be issued.

## Refunds, Credits and Transfers

The following cancellation policy will apply to all events and professional development training sessions, except in the case of a cancelled or rescheduled event (See section 5).

- Minimum 5 working days' notice – Full refund
- Less than 5 working days' notice – Cancellation charge of 25% applies
- Less than 2 working days' notice – Full cost is payable

You are not entitled to a refund if:

- You did not enjoy the event
- You are no longer able to attend the event
- You arrive late or are refused entry for any reason

A ticket or table booking is transferrable to another person on the following conditions:

- A request is submitted in writing to [ja@ja.com.au](mailto:ja@ja.com.au) containing the replacement guest name and email address.
- The request is submitted at least 24 hours prior to the event.
- Jobs Australia reserves the right to refuse entry if a replacement attendee arrives at the event without the ticket being transferred via this procedure.

## Event Conduct

- Attendees are expected to behave in a professional and appropriate manner at all events.

- Attendees need to comply with the rules of conduct, in particular with health, safety and accident prevention regulations when attending in person events and follow any reasonable instructions of the instructor.
- Jobs Australia Ltd reserves the right to refuse admission to any attendee and to request that the attendee be removed from the event and/or event facilities at any time if in the opinion of Jobs Australia Ltd, the attendee is (i) unfit or unsuitable for any reason to attend the event, or (ii) the behavior of the attendee is in any way dangerous, offensive or would otherwise impede the proper delivery of the event.
- Attendees are required to refrain from making video and/or audio recordings and from taking pictures during events unless written permission is obtained from Jobs Australia Ltd.
- Jobs Australia may at times film and photograph events. Attendees consent to being filmed or photographed by Jobs Australia Ltd (or its representatives) and to Jobs Australia using attendees' names, likeness, image and/or voice in such photographs or films for the purpose of promoting our events, services and products. No remuneration is payable for such use. Attendees that do not consent to this need to inform Jobs Australia Ltd in writing via email to [ja@ja.com.au](mailto:ja@ja.com.au) before the event.
- When registering for an event by selecting "Do you agree for your details to be included in the delegate list", you agree to share your name and affiliation with other attendees, speakers, exhibitors and sponsors. This will enhance networking opportunities and allow for a more connected experience at the event.

### Event Cancellation or Postponement

- Jobs Australia reserves the right to cancel an event or re-schedule an event date at any time and for any reason. Jobs Australia shall endeavor to inform attendees as soon as possible of the cancellation or rescheduling, and in the case of rescheduling, to offer a new event date reasonably convenient for attendees or a credit for the ticket price to put towards another event.
- In the case of cancellation, Jobs Australia shall refund the ticket price without undue delay. Such refund will be the only remedy available in the case of cancellation by Jobs Australia.
- Jobs Australia will use reasonable endeavors to notify ticket holders of a cancellation, variation or postponement via email to ticket holders and putting a notice on our website.

### Changes to the Courses and Trainers

- Jobs Australia Ltd reserves the right to make changes to the content and change the instructor(s).
- In the case of the conference Jobs Australia Ltd reserves the right to make changes to the speaker(s).
- Jobs Australia may further develop or update the content of the courses without prior announcement.
- Jobs Australia Ltd shall be entitled to subcontract the whole or any part of its training obligations to any third party which it may in its absolute discretion determine, but any subcontract shall not relieve Jobs Australia of its obligations for the set training.
- Jobs Australia Ltd agrees to supply the training to ticket holders in accordance with all material respects of the promoted training event. The obligations of Jobs Australia shall be limited to the delivery of the event in the agreed format, where applicable at the agreed event premises and the delivery of the relevant training materials.

### Limitation of Liability

- To the extent permitted by law, we exclude all conditions and warranties relating to your purchase of tickets for and attendance at events.
- Where our liability cannot be excluded, such as in relation to Consumer Guarantees under the Australian Consumer Law or other prescribed Terms under legislation, our liability for breach is limited to the face value of the ticket purchased by you, plus any relevant booking and delivery fees.

### Governing Law and Dispute Resolution

- These Terms shall be governed by and construed in accordance with the laws of the State of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts having jurisdiction to hear appeals from those courts.

### Miscellaneous

- If any provision of these Terms is deemed invalid or unenforceable, all or part of that provision will be severed from the Terms and will not affect the enforceability of the remaining provisions of the Terms.
- No waiver of any Term shall be deemed a further or continuing waiver of such Term or any other Term.
- Any failure to assert any right under the Terms shall not constitute a waiver of such right.

- These Terms constitute the entire agreement between Jobs Australia and the ticket holder in relation to the events.

#### Privacy and Data Protection

Jobs Australia processes and stores Members, Customer's and attendees' personal data in accordance with Jobs Australia's [privacy policy](#).