

## Leadership Program Terms & Conditions

### **Program Amendments**

Although every effort will be made to keep the format as per the published program, Occupational Therapy Australia reserves the right to make any necessary changes to the program. Registrants will not be entitled to a refund or discount due to program changes.

### **Payment**

Full payment of invoices is required prior to the event. Payment terms are strictly 14 days from date of invoice or 14 days prior to the event, whichever comes first. Payment can be made by Visa, MasterCard and Electronic Funds Transfer (EFT). Registrations received within 14 days of the commencement of the event need to be settled immediately and prior to the event. Failure to make payment as required may result in cancellation of registration.

### **Notification of Cancellation, Change of Registration or Transfer of Registration**

All cancellations, changes of registration type and transfer of registrations to another person must be received by email to Occupational Therapy Australia via [info@otaus.com.au](mailto:info@otaus.com.au). No refund will be given for non-attendance at the event without prior notification.

### **Voluntary Cancellation of Registration**

No refund will be given for cancellations received within 30 days of the event; however, an alternative delegate may be submitted. If a replacement delegate is not a member, the non-member fee will apply, and the difference must be paid immediately and prior to the event. Where consents to a Cancellation Request, it will refund the program fees to the Customer minus a deduction for any third-party costs Occupational Therapy Australia has already incurred at the time of the Cancellation Request (such as accommodation costs) that Occupational Therapy Australia is unable to recover.

### **Medical Cancellation of Registration**

Occupational Therapy Australia requires that any delegate who is feeling unwell, has cold or flu like symptoms or has tested positive to COVID-19 in the past 7 days, not attend the event. If at any time, on validated medical grounds, you are unable to attend the in-person event you must cancel your attendance by emailing [info@otaus.com.au](mailto:info@otaus.com.au). A refund may be provided at the discretion of Occupational Therapy Australia; however, you may be asked to cover any third-party costs Occupational Therapy Australia has already incurred at the time of the Cancellation Request (such as accommodation costs).

### **Transferring Registration**

All fully paid registrations are transferable to another person. Transfers must be advised by email to Occupational Therapy Australia at least 30 days prior to the event. Details must include the full name of the replacement person, their organisation, contact phone number, email address and special dietary or mobility requirements. All other registration details will be carried over to the new person unless otherwise specified. 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. If a replacement delegate is not a member, the non-member fee will apply, and the difference must be paid immediately and prior to the event.

### **Processing Time for Refunds**

Refunds (less applicable fees) will be processed no later than 30 days after the conclusion of the event.

### **COVID-19 Compliance and Vaccination**

All registrants of the event will be required to comply with the COVID safety guidelines and protocols in place with Occupational Therapy Australia and the event venue, which will be aligned and compliant with all relevant Government health advice at the time of the event. As per the Victorian Government requirement for participation in face-to-face / onsite adult learning, all registrants and employees will need to be double dose vaccinated for COVID-19 (including any subsequent booster shots that may be required) or have a valid [medical exemption for valid medical reasons](#).

Proof of vaccination status may be required to enter the event in line with the Government regulations at the time of the event. No refunds will be provided for inability to prove vaccination status as per the guidelines. Details of the protocols and requirements will be available on the website and all registrants will be bound by these requirements.

### **Change or Cancellation of Event by Occupational Therapy Australia**

It may be necessary for reasons beyond the control of Occupational Therapy Australia to alter the times, dates, itineraries or speakers of the event by notice to you at any time. In the unlikely event of cancellation of the event, the maximum liability of Occupational Therapy Australia is limited to a refund of the event registration fee with no additional liability for travel costs, hotel costs, or any other costs or expenses whatsoever. In the unlikely event of cancellation or postponement of the event due to circumstances beyond of Occupational Therapy Australia's reasonable control, Occupational Therapy Australia cannot be held responsible for any cost, damage or expense which may be incurred by registrants as a consequence of the event being

postponed or cancelled. In the event Occupational Therapy Australia are required to change the in-person program to an online delivery method due to circumstances out of their control and the venue being cancelled, all in-person registrants will automatically be transferred to online channel registrants and the difference of fees will be refunded.

### **Force Majeure**

Occupational Therapy Australia shall not be liable for any loss caused by the cancellation of the event or where such cancellation is due to Force Majeure. Occupational Therapy Australia will use all reasonable efforts to conduct the event despite the intervention or occurrence of any such cause.

In this clause, Force Majeure means circumstances which are beyond the reasonable control of Occupational Therapy Australia and which are reasonably likely to affect Occupational Therapy Australia's successful delivery of the event or would make it inadvisable, impracticable, illegal, or impossible for a party to perform its obligations as originally contracted under this agreement, including: fire, flood, earthquake, extreme adverse weather conditions, failure of electric power, gas, water, or other utility service, collapse of building structures, widespread disease or other public health emergency (including pandemic or epidemic), strike or other industrial action, the outbreak or declaration of war, act of terrorism, revolution or government orders or action (including the declaration of a State of Emergency).

If, as a result of Force Majeure, Occupational Therapy Australia cancels the event, Occupational Therapy Australia shall use reasonable commercial endeavours to reschedule the event.

If Occupational Therapy Australia is unable to reschedule the event in accordance, Occupational Therapy Australia will issue you a non-transferable credit note for the amount of the registration fee, which may be redeemed against any appropriate future Occupational Therapy Australia membership or CPD, 12 months from the date of issue.

Without prejudice to its obligations Occupational Therapy Australia accepts no liability and will not be liable for any compensation where the performance of its obligations under this agreement is affected by Force Majeure.

### **Insurance**

Registration fees do not include insurance of any kind. It is strongly recommended that registrants take out insurance at the time of registration to include however not limited to; loss of fees or travel expenses through cancellation of registrant's participation in the event or through cancellation of the event, strikes, loss or damages to personal property, force majeure, or any other reason.

### **Liability**

Registrants attend the event at their own risk. Registrants agree not to hold Occupational Therapy Australia liable for any losses, damages, expenses, costs, claims or liabilities suffered or incurred by registrants including consequential or indirect losses or loss of profit through registering for the event, attending the event, cancellation of the event, failure of the event to achieve your expectations, or for any error or omission by Occupational Therapy Australia. Registrants agree not to hold Occupational Therapy Australia liable or responsible for any personal injury (i.e. physical, psychological or emotional stress) or any loss or damage to personal property.

### **Access to On-Demand Content**

Program participants will have access to the content on-demand via the virtual platform, conditional to consent provided by the presenter. Not all content will be made available. The link to access the content on-demand is applicable to the participant only and your personalised link must not be shared with anyone else, or used for public viewing. The sharing of the on-demand content beyond your own personal use may result in additional registration charges owing to Occupational Therapy Australia. On-demand content will be available for 6 months after the completion of the event.

### **Use of Photos Taken at Events**

Photos of attendees of Occupational Therapy Australia events may be used in our marketing materials. If you do not want your image used in our marketing materials, please let us know by emailing [info@otaus.com.au](mailto:info@otaus.com.au).