

## WONCA 2023 Delegate Conditions and Cancellation Policy

### About the policy

These Delegate Conditions apply to the WONCA 2023 Conference (**Event**).

These Delegate Conditions govern The Royal Australian College of General Practitioners Ltd ABN 34 000 223 807 (**RACGP**) and each person (**delegate, you or your**) who has either (1) registered or enrolled to attend or participate in the Event ; or (2) been invited by the RACGP to attend the Event.

Please read these Delegate Conditions carefully as they contain important information. You acknowledge that you have read and agree to be bound by these Delegates Conditions upon: (1) submitting your Registration Form to the RACGP; or (2) attending or participating in the Event if you are not required to pre-register for the Event.

### 1. Interpretation

- a. **Accommodation, Fee, Platform** and **Venue** have the meaning evident from the Registration Form.
- b. **Conference** means all conferences organised by the RACGP including the RACGP Annual Conference for General Practice and the RACGP Practice Owners National Conference.
- c. **Delegate Conditions** means these conditions.
- d. **Registration Form** means the registration or booking form (whether hard copy or electronic) for the Event.
- e. **WONCA** means WONCA International Inc.
- f. 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 the RACGP will provide confirmation. The RACGP reserves the right to decline any registration application, if so the RACGP will refund or not process any monies then paid.
- b. The RACGP will not consider any Registration Form not accompanied by the Fee (all Fees being expressed as GST inclusive amounts) or where it is incomplete. The RACGP reserves the right to change the Fee at any time but changes will not affect registrations already confirmed.
- c. Some Events have limited places available. Registration, or attendance where pre-registration is not required, is on a "first-in" basis.
- d. If the RACGP or WONCA 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.
- e. For certain Events, the RACGP may offer to facilitate Accommodation for you through the Registration Form. If so, any bookings made through the RACGP is subject to the relevant Hotels' own terms and conditions (available on the Registration Form including cancellations) and you are liable for all costs connected with your stay and use of the Accommodation.

### 3. Event changes

- a. The RACGP reserves the right at any time to:
  - i. Change the format, participants, content, location and timing or any other aspect of the Event.
  - ii. Postpone the Event or any part of the Event.
  - iii. Cancel the 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 the RACGP modifying, postponing or cancelling the Event or any part.
- b. If the Event is cancelled or postponed by the RACGP and you are unable to attend the rescheduled Event, the RACGP will refund the Fee.
- c. The Event's content and program is accurate as at the time of printing. The RACGP may make changes to the 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. The RACGP 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.

### 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 RACGP in connection with an Event. Any delegate guides are available from the RACGP on request. The RACGP will use reasonable efforts to update you of subsequent amendments.
- c. You are expected to behave in a professional and appropriate manner at all Events. Members must abide by the [RACGP Member Code of Conduct](#).
- d. You must also comply with all verbal and written directions given by the RACGP 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).
- e. The RACGP 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 Delegate Conditions or if in the opinion of the RACGP you represent a security risk, nuisance or annoyance to the running of an Event.
- f. Photography and the recording or transmitting of audio or visual material, data or information is prohibited at an Event without RACGP's prior written consent.

### 5. Transfers and substitutions

- a. Where permitted, you may transfer your Event registration to another Event by written notice to the RACGP. 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 the RACGP prior to the Event start date. The RACGP reserves the right to refuse entry to any substitute delegate for whom the RACGP was not provided written notice, or where relevant eligibility criteria (if any) are not satisfied. RACGP 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 or mail to the RACGP.
- b. If your cancellation notification is received by the RACGP at least five business days or more before the start date of an Event that is not a Conference, the RACGP will provide you with a refund of the Fees minus any administration costs (as reasonably determined by the RACGP). No entitlement to repayment arises for cancellations with less than five business days of notice.
- c. For a Conference, if your cancellation notification is received by the RACGP:
  - i. Cancellation more than 60 days before the event: 100% refund;
  - ii. Cancellation less than 60 days and more than 30 days before the event: 90% refund;
  - iii. Cancellation less than 30 days, but more than 14 days: 80% refund; and
  - iv. Cancellation 14 days or less, no refund.
  - v. Any funds retained by RACGP when issuing a refund are a genuine pre-estimate of reasonable costs that RACGP will have incurred at the time of the cancellation.
- d. Refunds will not be granted if you fail to attend or where a substitute is refused entry under clause 5(b).
- e. For Accommodation, you may cancel your Accommodation by contacting the Accommodation provider directly. Your accommodation Fee will be refundable subject to the Hotel's cancellation policy.
- f. Cancellation pursuant to this clause 6 does not terminate our agreement with you, which continues until resolution of all outstanding matters to the RACGP's satisfaction.

## 7. COVID-safe and booking with confidence

- a. We know that the world has changed and there is always going to be uncertainty around events in the age of a pandemic, so here is our approach to making this work:
  - i. The Event will be fully COVID-safe and compliant above and beyond any basic government health requirements to do what we reasonably can to protect your health and safety and that of all attendees. That will include appropriate social distancing and other measures in line with the current health directives.
  - ii. COVID cancellation: if the event is cancelled or has to be moved due to COVID issues, we will offer you a full refund.
  - iii. If you're unwell we will offer a cancel-on-the-day refund. It's in everyone's interest to ensure anyone who feels unwell stays away from events, so we will offer you a full refund if you are showing any COVID-like symptoms with no questions asked.

## 8. Risk management

- a. It is your responsibility to inform the RACGP of any special dietary or other requirements you may have, sufficiently in advance to enable the RACGP 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 Delegate Conditions, the RACGP 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. An Event may include inherently dangerous activities, including the use of specialised equipment. Reasonable assistance will be provided, however delegates are responsible for their own wellbeing and the RACGP accepts no liability for any loss, damage or injury incurred in connection with an Event.
- d. You use the Platform and all associated facilities at your own risk. Despite anything else in these Delegate Conditions, the RACGP accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials or other belongings through use of the Platform.
- e. We make no representations, warranties or guarantees that the Platform used for digital events is or will be free from viruses, worm, Trojan or other malicious code. You are responsible for taking your own precautions in this respect.
- f. Any liability incurred by the RACGP in connection with the Event will be limited to the refund of the fee paid to the RACGP. All guarantees, representations, conditions and warranties of any nature are expressly excluded. However, nothing in these Delegate Conditions limits, excludes or modifies or purports to do so, 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 Delegate Conditions, these Delegate Conditions are to be read down to permit those rights.
- g. To the maximum extent permitted by law, the RACGP excludes 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 the Event.
- h. You release the RACGP from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with our acts, omissions or negligence in connection with these Delegate Conditions or any Event. You further indemnify the RACGP 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 these Delegate Conditions. Any such amount is a debt due and payable within 30 business days of request.

## 9. General

- a. The RACGP reserves the right to amend these Delegate Conditions from time to time. Unless notified to you, the terms governing your attendance at an Event will be those in force at the time of your registration for that Event or attendance if you do not need to register (as applicable).
- b. The failure, delay, relaxation or indulgence on the part of the RACGP in exercising, in part or whole, any power, right or remedy conferred upon that party by these Delegate Conditions do not operate as a waiver of that power, right or remedy.

- c. If any provision of these Delegate Conditions 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 Delegate Conditions.
- d. These Delegate Conditions are governed by the laws exercised by the courts in the State of Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of that State.

#### 10. Privacy statement

- a. Protecting your privacy and your personal information is an important aspect of the way the RACGP conducts its activities, online and offline.
- b. You acknowledge you may be filmed, recorded and/or photographed by the RACGP, the media or any other party at the Event and consent to the RACGP using the film, sound and/or photograph for RACGP editorial, promotion, publicity and advertising purposes, or for the promulgation of correct medical procedures.
- c. By submitting a Registration Form, you consent to the RACGP collecting, using and disclosing your personal information (including credit card information) to administer the Event. This may include the production of delegate lists and photographs to Event sponsors or for marketing and related uses and updating your continual professional development record, unless notified otherwise. The RACGP will disclose personal information relating to credit card details for payment processing only.
- d. Any information collected via radio frequency identification (RFID) technology will be stored and collected in accordance with our Privacy Statement.
- e. Please contact the RACGP at [racgp@racgp.org.au](mailto:racgp@racgp.org.au) to update or correct your details.
- f. In all other aspects, the RACGP will collect, use and disclose personal information provided to it in accordance with its [WONCA 2023 Privacy Statement](#).

Revised 19 January 2023.