

## Delegate conditions and cancellation policy

### About the conditions

These Delegate Conditions apply to face-to-face workshops, online webinars, programs courses, sessions, conferences and any other RACGP events (each an “**Event**”), unless the Event has its own specific terms, in which case those terms will apply to the extent of any inconsistency with these Delegate Conditions.

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

Please note any discounts or offers advertised for a particular Event (such as “Early Bird” offers) may be time limited and/or subject to availability and additional terms and conditions.

#### 1. Interpretation

- a. **Accommodation, Fee, Platform and Venue** have the meaning evident from the Registration Form.
- b. **Business Day** means any weekday that is not gazetted as a public holiday in Victoria.
- c. **Conference** means all conferences organised by the RACGP.
- d. **Delegate Conditions** means these conditions, as amended from time to time.
- e. **Event** has the meaning given to it in the “About the conditions” section above, includes a Conference and more specifically the meaning evident from the Registration Form.
- f. **Registration Form** means the online registration or booking form () for the Event.
- g. A reference to a party includes its officers, employees, agents and contractors.

#### 2. Registration and payment

- a. Acceptance of Registration Forms is at RACGP’s discretion, for which the RACGP will provide confirmation. Your Event registration or booking is not confirmed until we receive full payment of the Fee from you and you receive an email from us confirming your attendance for the Event, your details and any other relevant information.
- b. The RACGP reserves the right to decline any registration application, if so the RACGP will refund (or not process) any monies then paid.
- c. Subject to clause 2(f), a Registration Form must be accompanied by payment of the full Fee (all Fees being expressed as GST inclusive amounts). The RACGP reserves the right to change the Fee at any time but changes will not affect registrations already confirmed by us.
- d. The Fee does not include any transport, transfers or accommodation expenses.
- e. Payment of any bank transfer charges in relation to the Fee is your responsibility.

- f. Where an invoice is issued for registration fees, payment is to be made within seven (7) days of the date of issue. Should registration fees not be received within this period a single payment reminder will be issued. RACGP may cancel a registration where payment is not received and will notify the delegate.
- g. RACGP reserves the right to refuse a delegate entry to an Event if any Fees or other monies are outstanding.
- h. Some Events have limited places available. Registration, or attendance where pre-registration is not required, is on a “first-in” basis.
- i. If the RACGP has invited you to attend an Event without the need for registration or payment of a Fee, you must confirm your attendance within the time specified in the invitation (if any) in order to reserve your position.

### 3. Event changes

- a. The RACGP reserves the right and has sole discretion for any reason and at any time to:
  - i. Change the format, participants, content, location and timing or any other aspect of an Event;
  - ii. Postpone Events in full or any part of those Events; and/or
  - iii. Cancel an Event in full or any part.
- b. Except as permitted by clause 3(b) or 3(c), RACGP 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 an Event or any part.
- c. If an Event is cancelled by the RACGP and not rescheduled, the RACGP will refund to you the Fee.
- d. If an Event is postponed by the RACGP and you are unable to attend the rescheduled Event, the RACGP will refund to you the Fee.
- e. An Event’s content and program is accurate as at the time of issue. The RACGP may make changes to an Event as required, however will use reasonable efforts to provide a program and content of equivalent standard.
- f. 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 your (or your patient’s or any other relevant third party’s) particular circumstances. Acting in accordance with information provided by an Event does not guarantee discharge of any duty. You are expected to exercise your 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 Event 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 transfer requests must be received by RACGP at least five (5) Business Days before the start date of the Event and are not available if an Event is a Conference. Event transfer requests 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's acceptance of delegate substitution is also subject to the payment of any applicable additional fees for the Event (for example, if the substitute is not an RACGP member additional fees may be payable) prior to the Event start date. If the substitute delegate has differing requirements (e.g. dietary) from you, we may not be able to accommodate such changes if we have been given less than 5 Business Days' notice. RACGP may reject any unsuitable delegates at its absolute discretion.

#### 6. Cancellation

- a. Where permitted, you may cancel all or part of your registration to an Event. Notification of cancellation must be made in writing and sent by email to the RACGP at [events@racgp.org.au](mailto:events@racgp.org.au).
- b. If your cancellation notification is received by the RACGP at least five (5) 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. More than sixty (60) days before the Event: RACGP will refund 100% of the Fee;
  - ii. Less than sixty (60) days and more than thirty (30) days before the Event: RACGP will refund 75% of the Fee;
  - iii. Within thirty (30) days or less before the Event, no Fee will be refunded except under extenuating circumstances as permitted by RACGP. In this instance, you must submit a refund request in writing to the RACGP prior to the Event start date and consideration will be given by RACGP for a partial refund. Payment of refund in these circumstances is at RACGP's sole and absolute discretion.
  - iv. 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 an Event, are refused admission, or ejected from an Event under clause 4(e) or, where a substitute is refused entry to an Event under clause 5(b).

- e. 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
- RACGP will take reasonable steps to implement reasonable COVID-safe measures at an Event to assist to protect your health and safety and that of other Event delegates.
8. Risk management
- a. It is your responsibility to inform the RACGP of any special dietary, accessibility 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 (including any car parking 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. RACGP may make available to Delegates an event application which can be downloaded to a mobile device for use at, or in relation to, an Event (Event App). You use the Event App at your own risk. RACGP will make reasonable efforts to address and promptly resolve any issues with an Event App that are within RACGP's direct control. However, Delegates will not be entitled to a Fee refund and RACGP takes no responsibility for, and will not be liable for any claim, loss or damage suffered by a Delegate in relation to any delay in receiving information via the Event App or the Event App being temporarily unavailable due to technical issues, malfunctions or failures of the Event App beyond our control (including but not limited to third-party service outages, network failures, device incompatibility or any unforeseen circumstances).
  - f. 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.
  - g. 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.
  - h. 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.

- i. 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 thirty (30) Business Days of request.

#### 9. Intellectual Property

Any and/or all intellectual property in the Event materials (including all online content relating to an Event) shall be and remain RACGP's sole and exclusive property (or that the appropriate third party owner(s), if any). A delegate does not acquire any rights in any Event materials, including any modifications, developments, improvements, or variations of them. A delegate has no intellectual property rights in the Event materials. You agree not to modify, reproduce, sell, and/or copy (in whole or in part) the Event material, except with the prior written consent of RACGP.

#### 10. 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 it 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. All Fees due to RACGP under these Delegate Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- e. 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.
- f. Any notice or other communication made in connection with these Delegate Conditions (Notice) must be made in writing. In addition to any other method of service provided by law, a Notice may be:
  - i. sent by email to the:
    1. the Delegate at the email address provided for the Delegate in the Registration Form or as subsequently notified; and
    2. to RACGP at [events@racgp.org.au](mailto:events@racgp.org.au); or
    3. delivered at the address of the addressee set out in this Agreement, Registration Form or as subsequently notified.
- g. A Notice must be treated as given and received:
  - i. if posted:
    1. within Australia to an Australian address, on the second Business Day after posting; or

2. in any other case, ten Business Days after posting.
- ii. if sent by electronic mail before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- iii. if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

#### 11. 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 third party authorised by, or providing services to RACGP 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 demonstration of 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 facilitate, administer and conduct the Event. This may include: the production of delegate lists, photographs, recordings and videos for marketing, reporting and related uses and updating your continual professional development record, unless notified otherwise. The RACGP may be required to disclose personal information relating to credit card details to enable Fee (and any permitted Fee refund) payment processing only.
- d. If an Event App includes a Delegate profile you will have the opportunity to opt in/out of data sharing in the Event App platform.
- e. You consent to the collection and storage of any information collected via radio frequency identification (RFID) technology. Such information will be stored and collected in accordance with our [Privacy Policy](#)
- f. Please contact the RACGP at [racgp@racgp.org.au](mailto:racgp@racgp.org.au) to update or correct your details.
- g. In all other aspects, the RACGP will collect, use and disclose personal information provided to it in accordance with its [Privacy Policy](#)

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