

NECA WA General Event Terms and Conditions

PART A – GENERAL PROVISIONS

1. Definitions

- 1.1 In these General Terms and Conditions, a reference to:
- “**Attendee**” is a reference to the person, partnership, association or body corporate specified in the Registration Form.
 - “**Event Contract**” is a reference to a contract made between the Attendee and NECA WA in respect of the payment of a Registration Price in return for the provision of specific Event Services as specified in the corresponding Event Information;
 - “**Event Information**” is a reference to a document outlining the Registration Price and Event Services of a specific event to be held by NECA WA.
 - “**Event Services**” is a reference to the provision of relevant administrative and management services associated with a NECA WA Event, including but not limited to management of flights, accommodation, activities, transport, food and beverages, tickets, entertainment, as specified in the Event Information;
 - “**NECA WA**” is a reference to the Electrical and Communications of WA (Union of Employers), ABN 19 295 806 769.
 - “**Party**” is a reference to either the Attendee or NECA WA and “**Parties**” is a reference to both the Attendee and NECA WA;
 - “**Schedule**” is a reference to the Schedule attached to the Event Program;
 - “**Registration Form**” is a reference to a form for which a Attendee may register for a specific event by NECA WA, as outlined on the corresponding Event Information.
 - “**Registration Price**” is a reference to the financial costs payable by You to Us on the Registration Form in respect of Our provision of the Event Services for a specific NECA WA event;
 - “**We**”, “**Us**”, or “**Our**”, is a reference to NECA WA; and
 - “**You**” or “**Your**” is a reference to the Attendee.

2. Interpretation

- 2.1 Unless the contrary intention appears or the context otherwise requires:
- 2.1.1 the singular includes the plural and vice versa;
 - 2.1.2 a reference to a gender includes all genders;
 - 2.1.3 a reference to a person includes a reference to a firm, corporation, other corporate body or legal entity;
 - 2.1.4 a reference to a natural person includes the heirs, executors, administrators and permitted assigns of that person and a reference to a corporate body includes the successors and permitted assigns of that corporate body;
 - 2.1.5 a reference to a person or corporate body shall be taken to include that person or body acting in a trustee or other representative capacity;
 - 2.1.6 a reference to two (2) or more persons means those persons jointly and severally;
 - 2.1.7 where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
 - 2.1.8 headings are for ease of reference and do not affect the construction of this document;
 - 2.1.9 a reference to a statute shall include all amendments for the time being in force and any other statute enacted in substitution therefore and all regulations proclamations ordinances and by-laws for the time being in force under that statute and any notice demand order direction requirement or obligation pursuant to or under that statute or those regulations, proclamations, ordinances and by-laws;
 - 2.1.10 a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this document and a recital, schedule or annexure forms part of this document;
 - 2.1.11 a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, restated or replaced from time to time; and
 - 2.1.12 a reference to a consent or approval being required from a Party is to the prior written consent of the relevant Party in its absolute discretion.

3. Offer and making of this contract

- 3.1 We have made You an offer to supply the Event Services to You and You have accepted Our offer upon these General Terms and Conditions.
- 3.2 An Event Contract is made on acceptance in writing by You of Our Registration Form.
- 3.3 An Event Contract consists of:
- (a) the Registration Form;

- (b) the Event Information; and
- (c) these General Terms and Conditions.

- 3.4 We may accept, in Our sole discretion, an electronic acceptance from You as compliance with clause 3.2.

4. Implied terms

- 4.1 Subject to clause 4.2, to the extent permitted by law, all implied warranty, terms and conditions are excluded.
- 4.2 Nothing in clause 4.1 is intended to exclude any guarantees under the Australian Consumer Law. If You are a consumer as defined in the Australian Consumer Law then:
- (a) the Event Services come with guarantees and protections that cannot be excluded under the Australian Consumer Law; and
 - (b) to the extent to which any provision of an Event Contract is inconsistent with those guarantees and protections, then to the extent of inconsistency, such provisions of the Event Contract do not apply.

5. Payment

- 5.1 You agree to pay Us the Registration Price in full prior to the provision of the corresponding Event Services. Failure to make full payment of the Registration Price excludes You from any Event Services corresponding to that Registration Price.
- 5.2 In consideration of You paying the Registration Price, We will provide the Event Services listed in the Event Information, subject to the provisions of the Event Contract.
- 5.3 You are not entitled to set off any amounts owing or due to You from Us against any amounts owing or due to Us in connection with an Event Contract.

6. Variation and Substitution

- 6.1 NECA WA reserves the right to vary the Event Services at any time prior to the provision of the Event Services, in their sole discretion.
- 6.2 If NECA WA varies or substitutes any Event Services in a manner that would affect the Registration Price, We will either return the excess funds or require the additional funds be paid to Us within fourteen (14) days of being notified of the variation.
- 6.3 If the Event Services are varied or substituted by NECA WA in accordance with this clause, You are entitled to cancel an Event Contract within seven (7) days. If You cancel an Event Contract in accordance with this clause, NECA WA will return the full Registration Price to You within fourteen (14) days of Your cancellation.
- 6.4 If the Event Services are varied or substituted in accordance with clause 6.1 and any applicable additional payment is not received by Us in accordance with clause 6.2, We reserve the right to cancel an Event Contract without notice to You and return the Registration Price, minus a 5% administration fee, which is to be capped at \$100.00 per Attendee.

7. Cancellation

- 7.1 Should You wish to cancel an Event Contract formed with NECA WA, You must provide Us with written notification to Us by email at events@necawa.asn.au.
- 7.2 You acknowledge that in the event that You wish to cancel an Event Contract with NECA WA, a lost revenue and administration charge will be charged to the Attendee as liquidated damages not as a penalty, as a percentage of the relevant Registration Price, in accordance with the following table:

Days Prior to Event Date	Percentage of Registration Price
90 days or more	0%
60 days or more	10%
30 days or more	30%
14 days or more	50%
Less than 14 days	100%

- 7.3 If We cancel an Event Contract, the relevant Registration Price will be returned, in full, to You within fourteen (14) days of written notification of the cancellation.

8. Confidentiality

You must not disclose the contents of an Event Contract or any of our technical, operational, pricing or other commercially confidential information relating to the Event Services to any third party without our prior written consent, which may be withheld at Our absolute discretion.

9. Intellectual Property

- 9.1 In this clause, Intellectual Property Right means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of

intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

9.2 You warrant that any designs, materials and documents provided to Us do not infringe any Intellectual Property Rights. You will fully indemnify Us against any loss incurred by Us arising from, or in connection with, any claim by a third party against Us alleging infringement of their Intellectual Property Rights in connection with anything You have provided to Us.

9.3 We own all right, title and interest, including all Intellectual Property Rights in any material We produce under this contract upon its creation. You must not infringe Our Intellectual Property Rights without Our prior written consent, which may be withheld at Our absolute discretion.

10. Default and Termination

10.1 If You breach a term of an Event Contract, then for such period as You are in breach We may:

- (a) suspend the performance of the Event Services and repossess any goods, materials or other real property provided or made available by Us not yet paid for by You; and/or
- (b) Withhold the performance of the Event Services entirely.

10.2 You may terminate an Event Contract by written notice to Us if:

- (a) We are placed under administration, go into liquidation or are declared bankrupt; or
- (b) We breach a term of an Event Contract and We do not remedy the breach within 10 working days of being notified by You to do so;

10.3 We may terminate an Event Contract by written notice to You if:

- (a) You are placed under administration, go into liquidation or are declared bankrupt; or
- (b) You breach a term of an Event Contract and You do not remedy the breach within 10 working days of being asked by Us to do so.

10.4 If We terminate this contract, then in addition to any other rights and remedies:

- (a) We may repossess any goods, materials or other real property provided or made available by Us in accordance with the Event Services not yet paid for by You; and/or
- (b) Withhold the performance of the Event Services entirely.

11. Claims, Liability and Insurance

11.1 We will not be liable to You in contract or in tort or otherwise for any special or indirect damages or loss of profit resulting from, or arising in connection with an Event Contract or the provision of the Event Services, including any delay, breach of contract or any negligent act or omission by Us, Our agents or Our employees.

11.2 Our liability to You for any loss, costs, expenses or damage arising from, or in connection with, an Event Contract or the provision of the Event Services (if any), including any delay, breach of contract or any negligent act or omission by Us, Our agent, or Our employees, is limited to the amount equal to the Registration Price.

11.3 The Attendee shall be responsible for and shall indemnify and keep indemnified NECA WA and all its related entities, including all their directors, officers and employees from and against liability for all loss damage or injury to persons or property caused by the Attendee or its servants, employees, agents, sub-contractors or guests (including any loss, damage or injury which may be suffered by the Attendee or any of its employees, agents or others engaged by the Attendee) arising directly or indirectly out of the provision of the Event Services and/or in connection with a Contract with NECA WA and the amount of all actions, proceedings, claims, damages, costs and expenses which may be taken or made against NECA WA (or which NECA WA incurs or which become payable by NECA WA) in respect of any such loss, damage or injury shall be made good at the Attendee's expense and may be deducted from any money due or becoming due to the Attendee.

11.4 Any claim which You may have against Us will be deemed to be waived if the claim is not made in writing within 10 working days from the date of the event giving rise to the claim.

11.5 We do not necessarily maintain insurance policies to cover or which are in any way in favour of the Attendee in relation to or connection with the provision of the Event Services.

11.6 Any insurance policy taken out by the Attendee should be on their own request and will at their own cost.

12. Breach

12.1 You must pay to Us all costs incurred by Us, including legal fees, on a full indemnity basis in consequence of or in connection with any default by You under an Event Contract and in the enforcement or attempted enforcement by Us of any of Our rights or remedies in relation to any default.

13. General

13.1 Events Contracts are governed by the laws of Western Australia and the Parties hereby submit to the exclusive jurisdiction of Western Australia.

13.2 An Events Contract constitute the entire individual agreement and understanding between the Parties and supersedes any prior agreement (whether in writing or not), negotiations, discussions, understandings and agreements between the Parties in relation to the subject matter of an Events Contract.

13.3 No variation, modification or waiver of any provision in an Events Contract, nor consent to any departure by any Party from any provision, will be of any effect unless it is in writing, signed by the Parties or in the case of a waiver, by the Party giving it. Any such variation, modification, waiver or consent will be effective only to the extent to or for which it may be made or given.

13.4 No Party can assign an Events Contract without the prior written consent of the other Party.

13.5 We may enter into any subcontract in relation to an Events Contract or the provision of Event Services without Your prior consent.

14. Standard of Service

14.1 We will provide the Event Services in a proper and workmanlike manner and in accordance with the Event Information.

14.2 We will supply the materials, goods and services stated on the Event Information in respect of corresponding Event Services. Any other good, service or material not included in the Event Information will be at the cost of the Attendee at their request.

15. Completion

15.1 We will provide the Event Services with due care and skill on or around the dates provided in the Event Information, if any.

15.2 If no date has been provided, then We will perform the Works at such reasonable times and within such period as is reasonable.

16. External Service Providers Conditions and Policies

16.1 If the Event Services, or any part thereof, are being provided by an external service provider, then We may notify You of additional obligations and requirements from such third party as are relevant to Your participation in the Event Services.

16.2 You agree to be bound by and comply with any such additional obligations and requirements as are required for the provision of the Event Services.

16.3 The terms of an Event Contract shall prevail where there is any inconsistency between the terms of an Events Contract and those of an external service provider.

17. Dispute Resolution

17.1 In the event of any dispute or difference arising between You and Us whether during the progress of the Event Services or after completion, termination, determination, abandonment or breach as to the construction of an Events Contract or any matter or thing whatsoever nature arising under, out of or in connection with an Events Contract, then each Party may give to the other notice in writing of such dispute or difference giving particulars thereof and unless the same shall be settled within seven (7) calendar days after receipt of such notice then such dispute or difference shall be and is hereby referred to arbitration by the person nominated by the president for the time being of the Institute of Arbitrators and Mediators Association of WA.

17.2 Each Party may be represented by a Solicitor or other legal representative in any arbitration proceedings

17.3 Any award made by the arbitrator shall be subject to clause 11 of these General Terms and Conditions and shall be final and binding on the both Parties.

17.4 Neither Party shall be entitled to commence or maintain any action upon the dispute or difference until the matter has been referred and determined in accordance with this clause.

17.5 Should either Party be dissatisfied with the determination of the appointed arbitrator, the Parties agree that the extent of any further legal recourse is limited to the amount of relief awarded by the arbitrator and the costs of the arbitration.

18. Privacy

18.1 Attendee details including first and last names, company, country and email address, are incorporated into an event list for the benefit of other attendees at NECA WA events.

18.2 Should a Attendee not desire for their details to be included in such a list, they must make that request in writing to NECA WA via events@necawa.asn.au prior to payment of the Registration Price.

18.3 NECA WA complies with the National Privacy Principles and the information obtained for the purposes of entering into an Events Contract will only be used for internal purposes and will not be provided to external third Parties, except in accordance with these General Terms and Conditions.