

## JSMC – Event Terms & Conditions

And now for the legal stuff...Please take the time to read the following terms and conditions carefully as they apply to all attendees ("you" or "your") that are attending any event, including but not limited to a workshop, retreat, seminar, lecture or any other event ("Event") organised by Jaquie Scammell Management Consulting Pty Ltd ("JSMC", "we" or "us").

### 1. Acceptance of these Terms and Conditions

1.1 By completing the registration form for an Event you are agreeing to the terms and conditions set out below ("Terms") and they will be incorporated into the contract between JSMC and you ("Contract"). The Contract is formed when we advise you that your registration to attend the Event has been accepted.

### 2. Payment

2.1 The fee for attending the Event ("Registration Fee") will be as stated on the registration form.

2.2 All payments for the Registration Fee must be made in full at the time of completing the registration form and in any event prior to the date of the Event.

### 3. Refunds

3.1 All tickets for the Event are non-refundable except as set out in clauses 4 and 5 below.

3.2 If you are unable to attend the Event for any reason you may arrange a substitute to attend in your place. You must email JSMC at [hello@jaquiescammell.com](mailto:hello@jaquiescammell.com) at least two weeks before the Event and provide us with the name of the substitute to attend the Event in your place. We may at our discretion charge an administration fee of up to \$100 for making such substitution.

### 4. Cancellation

4.1 There may be circumstances in which we need to cancel the Event. For example, for reasons including but not limited to, too few participants, adverse weather, facilitator illness, logistical problems and/or a Force Majeure Event. If any Event has to be cancelled by us for a Force Majeure Event, then all registration fees will be refunded in full or you may choose to attend another event. If you elect to receive a refund, we will make every effort to provide you with such refund within 21 days of the date of cancellation.

4.2 If you are unable to attend the Event due to a Force Majeure Event, then you must notify us in writing within 24 hours of the Force Majeure Event occurring and subject to complying with this notification requirement, all registration fees will be refunded in full or you may choose to attend another event. If you elect to receive a refund, we

will make every effort to provide you with such refund within 21 days of the date of notification.

### 5. Postponement or change of venue

5.1 There may be circumstances in which we need to postpone the Event or change the venue at which the Event is to be held, and if we do either of these things, we will advise you as soon as we possibly can. If the postponement is for more than 6 months after the publicised date of the Event or the replacement venue is more than 15kms away from the publicised venue, you may cancel your registration by emailing us at [hello@jaquiescammell.com](mailto:hello@jaquiescammell.com) and we will provide you with a full refund.

### 6. Liability and disclaimer – important please read!

6.1 Our sole liability in relation to any cancellation, postponement or change of venue shall be limited to the price paid by you for the Event and we shall not be liable under any circumstances for any indirect or consequential losses or special damages even if you have advised us of such circumstances.

6.2 In providing this Event, we do not guarantee or promise any particular results from attendance at the Event. We will however, use our best endeavours to deliver a high quality Event to the best of our ability.

6.3 Our Events involve engaging and thought provoking coaching and mindfulness sessions. This is a creative process that should inspire you to maximize personal and professional potential. It is also a comprehensive and far reaching process that may involve many aspects of your life, including your work and your relationships. It is designed to facilitate the creation and development of personal, professional or business goals and to develop and execute a strategy and/or plan to achieve those goals.

6.4 Whilst we will be your guide on this journey, ultimately, you are the decision maker. It is your responsibility to decide how to handle the issues in your life and decide how to implement the choices and/or decisions you make whilst .at our Events

### 7. Your obligations

7.1 If you act in any way which, in our opinion is likely to cause any harm or nuisance to any person at the Event, you may be required to leave the Event and we will not be liable to refund your registration fee or any other payment.

7.2 You must comply at all times with our policies and directions communicated to you and the health and safety policy of the venue. You must comply with all requests from us or the venue with regard to health and safety and failure to do so may result in you

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- being asked to leave the Event (in which case no refund will be provided).
- 7.3 You may not bring any equipment or items of a hazardous or dangerous nature to the Event.
- 7.4 You must not cause any damage to any part of the venue (including outside areas, and all inside walls, flooring, fixtures and fittings). You are solely liable for any damage caused by you to any such area of the venue and will fully reimburse us in relation to any damage so caused.
- 7.5 You must keep your personal belongings with you at all times and we accept no liability for any damage to, loss of or theft of any of your belongings or other items brought to the Event by you unless such loss was caused or contributed to by our negligence.
8. Promotional and marketing material
- 8.1 You agree to us taking your image while participating in the Event. You agree that any such photograph or video footage may be used by us in resources and reports, and in promotional, advertising or marketing materials for future events, without any further notice or payment to you.
9. Event materials
- 9.1 Unless otherwise stated, the copyright for any promotional materials and any materials used at the Event (including notes, slides, brochures, articles, hand outs and case studies) belongs to us and may not be reproduced by you in any medium without our prior written consent.
- 9.2 You may use the Event materials for your own private purposes only. You may not reproduce, publish or deal with such materials in any way for any commercial use.
10. Event program
- 10.1 We reserve the right to change the published program (including the publicised speakers) or materials as we think fit. Every effort will be made to ensure a program of equivalent standard.
- 10.2 You will not be entitled to a refund as a result of any changes to the Event program as set out in clause 10.1.
11. Travel and accommodation
- 11.1 Unless otherwise specified in the registration form, you shall be responsible for making and paying for your own travel and accommodation arrangements to and from the Event. If you are late to the Event or prevented from attending the Event due to travel delays or any other circumstances, we shall not be obliged to provide you with a refund or to wait to start the Event until you arrive.
- 11.2 From time to time, we may arrange accommodation or transport for the Event. In the event that we arrange such accommodation or transport on your behalf, you agree to release us from any liability related to the transport and accommodation arranged by us.
12. Disability and medical conditions
- 12.1 If you have any disability or medical condition that requires us to make special arrangements for you, please email us at [hello@jaquiescammell.com](mailto:hello@jaquiescammell.com) as soon as possible and in any event at least two weeks prior to the date of the Event.
13. Dietary requirements
- 13.1 We love designing flavoursome, nourishing and wholesome menus as part of our Events.
- 13.2 Please let us know of any dietary requirements upon booking the Event. We will always do our best to accommodate your preferences and requirements. However, if you are on a particularly stringent diet you may find that there are times when your meal options are limited.
14. Privacy
- 14.1 We respect your privacy. Any information provided to us for the purposes of the Event will be used and disclosed for that purpose (i.e. we will provide your personal information to our accommodation provider to book your room), and will be added to our database. Your personal information may also be used as part of internal statistical analysis and to disseminate newsletters and information concerning our goods and services. You can request removal from our email list at any time.
15. Limitation of liability
- 15.1 Under applicable state and commonwealth based laws like the Competition and Consumer Act (Cth) ("CCA"), certain statutory guarantees may be implied into these Terms ("Non-Excluded Guarantees"). These Terms in no way exclude, restrict or modify your rights under the Non-Excluded Guarantees in the CCA and other state based equivalent legislation.
- 15.2 If you are a consumer within the meaning of the CCA, our liability is limited to the extent permitted by section 64A of Schedule 2 of the CCA.
- 15.3 To the extent permitted by law, our liability for the delivery of the Event shall be limited to the Registration Fee or attendance at a future event of the same value as the Event.
- 15.4 Notwithstanding this clause 15, but subject to the CCA, we will not be liable for any loss or damage which may be caused, or partly caused, by, or arises as a result of:
- (a) you failing to follow any of our lawful directions or instructions; and
- (b) any accident, act of God, weather, strikes, criminal activity of any kind, government

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regulations or circumstances or factors outside of our control.

### 16. Force Majeure

16.1 For the purposes of these terms and conditions, a Force Majeure Event means any act of God, fire, explosion, flood, earthquake, cyclone, tornado, hurricane, lightening, explosion, war, acts of terrorism, travel restrictions including flight restrictions, theft, malicious damage, strikes, lock-outs, or industrial action of any kind, government regulation or requirement, national emergency, epidemic, pandemic, quarantine, a restraint by a government or governmental agency, orders or temporary or permanent injunctions of any duly constituted court of competent jurisdiction, or any other cause or causes, whether similar or dissimilar to the foregoing, beyond the reasonable control of and not caused or contributed to by the applicable party.

### 17. General

17.1 Any clause in these Terms that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining terms of these Terms enforceable.

17.2 These Terms are governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the Victorian courts.