

Terms and Conditions

Positive Schools 2021 Conferences

**Terms and Conditions
applying to:**

The Qld Positive Schools 2021 Conference – Nov 3-4 2021

The WA Positive Schools 2021 Conference – Nov 11-12 2021

These terms and conditions apply to both the Qld and WA Positive Schools 2021 Mental Health & Wellbeing Conferences (the “Events”) which are planned as in-person events in the first instance, or if this becomes unviable, as online events, as follows:

In-person options:

Qld Positive Schools 2021 Conference – The Brisbane Convention and Exhibition Centre, Nov 3-4, 2021

WA Positive Schools 2021 Conference – The Rydges Esplanade Hotel, Fremantle, WA, Nov 11-12, 2021

Online option:

Live main stage event 3-4 November 2021 (incorporating all main stage talks on days one and two but not incorporating breakout workshops) plus an additional six-weeks access to replay of the main stage event; plus 12-months access to Positive Schools Online professional learning platform.

COVID19 Flexibility Guarantee

If one or more of the Events are unable to go ahead as in-person events due to the impact of COVID19 and/or COVID19 restrictions, all delegates who have registered to attend the cancelled in-person event(s) will automatically be transferred to attend the online event and be provided with a partial refund.

- Transferred delegates will be provided with live online access on 3-4 November 2021, plus an additional six-weeks access to replay of the main stage event; plus 12-months access to Positive Schools Online professional learning platform (if this has not already been purchased with in-person registration at the special rate offered).
- Transferred delegates registered to attend both day one and day two of the event will also receive a refund equalling the difference between their paid conference fee and the online registration fee of \$300AUD (ex gst). This is to ensure that their final registration fee is in line with the fees paid by delegates who register to attend the event online as a first choice.

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The submission of a registration form for one or more of the Events is subject to these terms and conditions

The submission of a registration form for an Event indicates that the person, school, company etc submitting the registration form acknowledges that they have read and understood these Terms and Conditions and have agreed to be bound by them

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Western Australia. These Terms and Conditions apply except to the extent of any inconsistencies with any applicable laws, in which event such laws will prevail to the extent of the inconsistency

- Submission of a registration form is a binding commitment to attend the Positive Schools event(s) applied for as first, an in-person event or, if this becomes unviable, second as an online event; and pay the agreed fee(s).
- All fees owing need to be paid to Wise Solutions within 14 days, or within the time frame stated on the invoice sent to the delegate(s) elected email address. Event places may be cancelled by Wise Solutions if invoices are not paid within the stated time period on the invoice of the delegate(s).
- No refunds will be given for cancellation of a paid booking (with the exception of needing to employ the COVID19 Flexibility Guarantee), however, a credit note may be issued, at the discretion of the organisers, to allow attendance at an alternative Wise Solutions event if the booking cancellation occurs before 1st September 2021.
- There will be no refunds or credit notes given if cancellation occurs on or after 1st September 2021 (with the exception of needing to employ the COVID19 Flexibility Guarantee).
- Unpaid registrations will be liable for payment of the full amount if submitted on or after 1st September 2021, even if cancellation of the registration is made by the delegate.
- By submitting a registration form to attend one or more events, you have agreed to the registration fee. If you wish to cancel your place and have registered, but not paid to attend the conference day(s) you must notify us in writing before the 1st of October 2021 of your decision to cancel, otherwise you will be charged the full agreed price.
- All fees owing need to be paid in full before the commencement of the conference unless special arrangement has been made with Neil Porter, conference organiser. Once the conference is over, all fees associated with collecting payment will need to be met in addition to the payment of monies

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owed. These fees include, but are not limited to, debt collection fees, interest and administration charges.

- If an individual wishes to take the place of a registered delegate who is no longer able to attend (e.g. another staff member from the same school/organisation) then Wise Solutions must be informed in writing and agree to this before the day(s) of the event(s) registered for. Wise Solutions agreement will not be unreasonably withheld.
- In the event that a registration form is received after all places have been taken for the requested event(s), the registration will be rejected, and any monies paid returned. Individuals making unsuccessful submissions may choose to refrain from claiming back payment and have their name added to a waiting list for their requested events
- In the event that Wise Solutions cancels one or more Positive Schools conferences (such that the event is neither in-person nor online), all monies paid will be refunded in full with the notable exception of a cancellation made by Wise Solutions as a direct result of a 'Force Majeure' 'Force Majeure' means any act, event or circumstance beyond the reasonable control of Wise Solutions which has a substantial impact on Wise Solutions and/or conferences and events and/or professional learning in general, within the education sector in which Wise Solutions operates, which could include, without limitation, casualties, war, rebellion, revolution, blockades, riots, insurrection, strikes, lockouts, labour or industrial problems, civil unrest, embargoes, domestic or international disturbance, acts of terrorism, outbreak of disease, virus, pandemics or epidemics, world and/or regional health threats, loss or substantial reduction in major airline services, governmental actions or delays, fire, hurricanes, earthquakes, storms, floods, other natural catastrophes or severe weather conditions, travel or health advisories, orders or recommendations issued by any relevant government authorities or international bodies or agencies. In the event of Force Majeure, Wise Solutions has the right to immediately terminate impacted Positive Schools events and will take all reasonable action to provide registered delegates with an equivalent, alternative professional development opportunity: In the unlikely event that one or more events is cancelled due to these exceptional circumstances, Wise Solutions will undertake the **COVID19 Flexibility Guarantee** as detailed in the previous section:
 - In-person delegates who have registered to attend the impacted in-person event(s) will automatically be transferred to attend the online event.
 - Transferred delegates will be provided with live online access on 3-4 November 2021, plus an additional six-weeks access to replay of the main stage event; plus 12-months access to Positive Schools Online professional learning platform (if this has not already been purchased at the special in-person registration rate).
 - Transferred delegates registered to attend both day one and day two of the event will also receive a refund equalling the difference between their paid

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conference fee and the online registration fee of \$300AUD (ex. gst). This is to ensure that their final registration fee is in line with the fees paid by delegates who register to attend the event online as a first choice.

- **The downloading and sharing of online Positive Schools presentations is strictly forbidden** unless the delegate has previously obtained written permission from Neil Porter and/or Helen Street, the conference organisers.
- Reasonable endeavour will be made to ensure that the promoted list of presenters and workshops is represented as described on the conference website and in accompanying marketing material; Wise Solutions reserves the right to change the invited speakers and / or change the workshops without notice. Reasonable endeavour will be made to inform delegates of any changes that occur to the format and/or contents of the program before the event(s) but no refunds will be issued on the basis of moving from in-person to online or presenter changes that are made.
- The Positive Schools conferences prioritise teacher and school leader registrations. Registrations from other interested professionals are welcome but may be rejected if a large number of registrations are received and the event(s) is deemed likely to sell out.

All intellectual property in relation to content and promotion of Positive Schools events belongs to Wise Research Pty Ltd or its affiliates. You obtain no interest in that intellectual property. All content of the events is protected by Australian and international copyright and other intellectual property laws. You may not do anything which interferes with or breaches those laws or the intellectual property rights of the presentations and supporting materials of the events.

You may use the downloadable material provided for the event for educational or personal, non-commercial use provided you do not modify the content in any way (including any copyright notice). All rights not expressly granted under these terms and conditions are reserved by Wise Solutions Pty Ltd unless expressly stated otherwise. You are not permitted to copy or republish Event material without the copyright owners' permission.

WISE SOLUTIONS PTY LTD ABN 58 762 380 602
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www.positiveschools.com.au

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