

# TERMS & CONDITIONS

These terms and conditions apply to your use of the website [nsw.ipaa.org.au](http://nsw.ipaa.org.au) and the pages hosted at that domain (including [illuminate.nsw.ipaa.org.au](http://illuminate.nsw.ipaa.org.au) and [nsw.ipaa.org.au/insights](http://nsw.ipaa.org.au/insights)) (collectively, the "Website"), and any graphics, code, text, software, audio, music, design, information, names, images, pictures, logos and icons used by the Website (the "Content").

These terms and conditions also apply to any purchases made through the Website, including for courses and events.

Please read these terms and conditions carefully before using the Website and/or making any purchases on the Website. By accessing or using the Website, you agree to be bound by these terms and conditions, the Privacy Statement and the Copyright Statement (the "Terms"). If you do not agree to the Terms, you must not use the Website or proceed with a purchase (if applicable).

Capitalised terms used in these Terms are defined in the 'Interpretation' section at the end of this document.

## Ownership

The Website is owned by the Institute of Public Administration Australia (NSW Division)

ABN 13 432 812 038.

References to IPAA NSW, "we" or "us" means:

IPAA NSW

Level 15, 175 Liverpool Street

Sydney, NSW, 2000

References to "you" mean you, the user.

## Registration and Confirmation

Registrations for courses and events are accepted via the Website, phone or email.

Your place will be confirmed upon receipt of your registration. A confirmation and receipt will be sent within 24 hours.

## Payment policy

Payment for your membership of IPAA NSW is due 14 days from the date of the invoice. We reserve the right to cancel your membership if you fail to pay membership fees within 60 days of the renewal date.

For all other purchases on the Website, payment must be made either in full online at the time of confirming the purchase or 14 days from the date of the invoice. For course and event purchases, if you do not pay in full at the time of reservation, then we may in our sole discretion cancel your reservation.

## Payment amounts

Any prices or payments on the Website are in Australian dollars.

Unless otherwise specified, any consideration payable or to be provided for a supply made under or in connection with the Website does not include any amount on account of GST. If GST is payable, to any extent, on any supply made under or in connection with Website, the recipient of the supply must pay, to the supplier, an additional amount equal to the GST payable on the supply, and if requested, the supplier must give the recipient a tax invoice for the supply. If a payment to a party is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

Words or expressions used in this section which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this section.

## Cancellation policy

Self-paced training - Cancellations are not permitted for self-paced training.

Scheduled training - Cancellation must be in writing. Cancellations received more than 10 business days prior to the course start date will not incur a charge. When a cancellation is received between 5 and 10 business days (inclusive) prior to the course start date, 50% of the course fee will be payable. For cancellations received less than 5 business days prior to the course start date, 100% of the course fee will be payable.

We may in our discretion waive cancellation charges in exceptional circumstances, but we will not waive cancellation charges on account of work commitments. Substitute nominees may attend in your place where deemed appropriate, within 2 business days prior to the course, however if a member wishes to substitute a non-member in their place, the full fee will be payable. Note that if a registrant does not cancel and does not attend, the total fee is still payable. registration can be transferred to another course without penalty if requested more than 10 business days prior to the course start date. Otherwise, the above cancellation policy applies. Transfers can only be requested when the course fee has been paid in full.

Events - Cancellation must be in writing. 50% of the fee will be payable when a cancellation is received between 5 and 10 business days prior to the event running. 100% of the fee will be payable for cancellations received fewer than 5 working days prior to the event running.

Substitute nominees may attend in your place where deemed by us in our discretion as appropriate however if a member wishes to substitute a non-member in their place, the full fee will be payable. Note that if a registrant does not cancel and does not attend, the total fee is still payable.

Note that if you do not cancel and do not attend, you are responsible for payment.

## Transfer policy

Self-paced training - Transfers to another course are not allowed for self-paced training.

Scheduled training - Your course registration can be transferred to another course without additional charge if requested more than 10 business days prior to the course start date.

Otherwise, the above cancellation policy applies. Transfers can only be requested when the course fee has been paid in full. All requests for transfers must be in writing. Transferring your registration to another person can be done at any time without penalty.

IPAA NSW memberships are individual and non-transferable.

## Substitution policy

Events - Your event registration can be transferred to another person without penalty if requested more than 10 business days prior to the event start date. If the substitution is a member to a non-member the difference in fees will be charged to the substitution. All requests for substitutions must be in writing.

## Member rate policy

When an IPAA NSW professional member or associate member registers for a course or event, the member rate applies. Affiliate members are not eligible for the member rate for courses.

## Group booking policy

Where a group booking rate is available, three or more people from one agency must book and pay together for the same activity (at the same rate at the same time), to receive that group booking rate.

## Pre-requisites

By registering for a course, you agree that you meet the course pre-requisites and that you have read and understood the policies and procedures which can be downloaded from the course page.

## Program changes

IPAA NSW reserves the right to change courses, programs and/or speakers, or to cancel courses or programs if enrolment criteria are not met or when conditions beyond its control prevail. All registrants will be notified in the event of cancellation and their registration fee will be refunded.

## Changes to the Website

You acknowledge and accept that we may from time to time alter, suspend or discontinue any aspect of the Website or the Content available through it, as we think fit and without notice to you.

Further, we may alter the Terms from time to time. If we do so, the updated version of the Terms will be effective as soon as it is uploaded on to the Website. We recommend that you revisit this page from time to time to ensure that you are aware of any changes that we have made to these Terms. By continuing to use the Website following any amendments to the Terms, you indicate your agreement to such amendments.

You accept that you will have no claim for breach of contract or otherwise in respect of any such alterations to the Website or these Terms.

## Your Conduct

You warrant that in your use of the Website you shall:

- a. use the Website only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use of the Website by any third party; and
- b. not engage in any conduct which is unlawful, or which may harass or cause distress or inconvenience to any person.

You must provide your own internet and your own internet-enabled device that is compatible with the Website and has a current and working internet connection in order to use the Website. You are responsible for all internet access, data download and other network charges arising from your use of the Website and you acknowledge and agree that we have no responsibility or liability for those charges. You are responsible for the security of your device (including any data stored on the device) and for using appropriate and up-to-date software on your device to detect and manage the threat posed by viruses and other harmful code.

You must not use (or attempt to use) the Website:

- a. for any unlawful or dishonest activity, or any activity prohibited by these Terms;
- b. to access, transmit, publish or communicate material which:
  - (i) is false, inaccurate, defamatory, offensive, inflammatory, obscene, unsuitable for minors, abusive, indecent, threatening, or otherwise unlawful;
  - (ii) is xenophobic, racist, abusive, harassing or hateful;
  - (iii) is invasive of a person's privacy or constitutes personal abuse directed at other users;
  - (iv) constitutes commercial advertising, the promotion of gambling or the promotion of your own site;
  - (v) contains a virus or other harmful code; or
  - (vi) infringes a person's copyright or other rights; or (vii) contains links to other sites that contain or promote the material identified in paragraphs (i) to (v);
- c. to obtain unauthorised access to (or damage, disrupt or interfere with the operation of) any computer, system, application, network or service;
- d. to transmit, publish or communicate bulk and/or unsolicited messages;
- e. in any way that may bring negative exposure or harm to we, its suppliers or other users of the Website; or
- f. in any way that may cause us, our suppliers or other users of the Website to incur liability to a third party.

We may ask you to cease any conduct which we believe is contrary to your obligations under these Terms. You must immediately comply with any such request. We may immediately terminate and block your access to the Website for any reason, in our sole discretion.

### Content that you submit to the Website

This section applies if you submit, post, transmit or otherwise make any material available via the Website ('your content').

Where you do so, you grant to us, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable licence to use, reproduce, modify, adapt, publish or communicate to the public your content for our purposes, and the right to sub-license those rights to others. You also consent to any act or omission that would otherwise infringe any of your rights (including your moral rights) in your content.

You warrant that you have the right to grant the above licence, that our exercise of the licence rights above will not infringe the intellectual property rights or moral rights of any person, and that the content is not defamatory and does not breach any law.

We may monitor or review your content, but we are not obliged to do so. We may also alter or remove any of your content at any time, including to ensure the operational integrity of our services.

### Consumer Guarantees

Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer ("Consumer Guarantees").

Where you as a Consumer acquire goods or services under these Terms and:

(a) the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption ("PDH Goods or Services"), the operation of the

Consumer Guarantees cannot be, and are not in these Terms, excluded, restricted or modified; or

(b) the goods or services are not PDH Goods or Services, we limit our liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to, at our option: (i) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (ii) in the case of services, re-supplying the services or paying the cost of having the services resupplied, and we do not exclude or limit the operation of the Consumer Guarantees under any other provision of these Terms or in any other manner and you agree it is fair and reasonable in all the circumstances for our liability to be so limited.

### Disclaimer and Limitation of Liability

This section is subject to the section above headed 'Consumer Guarantees'.

Except as set out under the section above headed 'Consumer Guarantees', the Content of this Website and any services or products we provide to you as purchases through the Website are provided to you on an "as is" basis. You should consult an appropriately qualified adviser for advice on any specific question or problem.

You should not rely on the accuracy of any part of the Content. You accept and acknowledge we shall not in any way be liable for any Losses arising directly or indirectly from your reliance on or use of any of the Content for any purpose. Whilst every effort is made to ensure that the Website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Website or any Content made available via the Website.

The Website uses the internet to provide services and information. By using the Website, you acknowledge and agree to accept all risks associated with using the



internet, including the potential exposure to viruses and harmful code which may affect your device.

We are under no obligation to monitor any transmissions made or content submitted or (where applicable) published on the Website. However, we have the right to monitor, edit, disclose, delete and (where applicable) refuse to transmit or post any such transmissions and content.

You acknowledge and agree that your access to, and use of, the Website is at your own risk.

If you purchase a training course, then we will use reasonable endeavours to provide the training at the time and place at which we have advised you that the training course will be provided. We are not responsible for events beyond our control, including the illness of trainers or training facilities being unavailable due to the actions of third parties. You agree to make your own enquiries about any matter discussed at the training course, and to not rely on any content delivered during a training course ("Training Content"). To the extent permitted by law, and subject to the section above headed "Consumer Guarantees", you agree that we are not liable for any Losses arising directly or indirectly from your reliance on or use of any of the Training Content for any purpose.

If you use an online forum as part of the Website, then you acknowledge and agree that Content appearing on the online forum may be submitted by third parties and is not Content published by us. We may or may not moderate any online forum on the Website, at our sole discretion. We do not take responsibility for any Content submitted by third parties to an online forum.

To the extent permitted by law, we exclude from these Terms all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that

may be conferred or implied by statute, general law or custom, except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void.

Except for any liability under the Consumer Guarantees, we exclude all responsibility and liability arising from or in connection with your use of the Website or any purchase through the Website, including, without limitation:

- (a) any and all actual or anticipated loss of profits, revenue, goodwill, savings, data, business opportunity, or expectation, and any and all indirect, special, consequential, punitive or exemplary Losses; and
- (b) any other Losses.

### Downtime

You acknowledge and accept that computer and telecommunications systems may contain faults, including viruses, and may from time to time require periods of downtime (being periods during which the Website is not available to you) for the purposes of repair, maintenance and upgrading. Accordingly, we do not guarantee uninterrupted availability of the Website, but we shall make reasonable efforts to minimise any periods during which the Website is not available. You accept that you shall have no claim for breach of contract or otherwise in respect of any such period of unavailability.

### Hypertext Links

The Website and its Content may at points incorporate links to the websites and services of third parties. Such links are provided for your convenience only, and their provision does not constitute an authorisation by us to you to access such third-party web sites, nor an endorsement of the content of such third-party websites by us.

You acknowledge and accept that we shall not be responsible for any Losses arising from the use of such third-party websites, or products or services available through such third-party websites.

## Copyright Statement

The Content provided on the Website is owned by IPAA NSW or its third-party licensors. Except as expressly stated in these Terms, no material in whole or in part from the Website may be modified, copied, reproduced, published, uploaded, posted, transmitted, transferred distributed or in any way exploited. Any such use is prohibited and will constitute an infringement of the copyright and other intellectual property rights of ours, or in the case of material licensed to us, the owner of such materials.

Permission is given for the downloading and temporary storage of one or more of these pages for the purposes of viewing them on a personal computer or monitor for your own personal and private use. These pages may also be printed for your personal, private and non-commercial use provided that you make no alteration to any of the Content and you do not use any part of the Content in any other publication, in whatever medium, without the prior written consent of IPAA NSW.

The IPAA NSW logo, the [www.nsw.ipaa.org.au](http://www.nsw.ipaa.org.au) domains and any other names, images or logos identifying IPAA NSW or third parties and their products and services are either (a) proprietary marks of ours or (b) marks which we are licensed to use. Except as expressly stated in these Terms, you may not copy, reproduce, upload, post, display or use in any way such marks without the prior written permission of IPAA NSW.

## Data Collection and privacy

We will collect, use and store your personal information in accordance with these Terms (including the Privacy Statement and applicable legislation), including for the purposes of making available the Website, complying with our legal obligations, and improving the user experience in relation to the Website.

## Security

The security and protection of personal information supplied by a user to the Website is of the highest importance and concern to IPAA NSW. IPAA NSW has in place all generally accepted standards of technology and operational security in order to protect personal information submitted to the Website from loss, misuse, alteration or destruction and to ensure compliance with the requirements of all applicable data protection and privacy legislation. Notwithstanding the arrangements set out above, a user of the Website submits personal information to the Website at the user's own risk.

## General

You acknowledge that you are not relying on any statement made by us or any of our representatives about use of the Website (other than those expressly set out in these Terms). If any of these Terms becomes void or unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected.

The rights of you and us under these Terms may be exercised as often as necessary. They are cumulative and not exclusive of either party's rights under the general law, and may be waived only in writing. Delay in exercising or non-exercise of any right is not a waiver of that right.

## Governing Law

These Terms shall be governed by and construed in accordance with the laws of New South Wales. Any disputes arising from these Terms shall be subject to the non-exclusive jurisdiction of the courts of New South Wales.

## Interpretation

In these Terms:

"Losses" means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise, and "Loss" has a corresponding meaning.