

## Terms and Conditions for Delegate Forum Fees:

*These terms and conditions have been formulated on the basis that some COVID-19 restrictions, requirements and/or guidelines may be in place at the time the Australian Youth Aerospace Forum is held on the 28th of June to the 2nd of July 2021 inclusive. Due to COVID-19 restrictions, requirements and/or guidelines, your experience at the Australian Youth Aerospace Forum may be different to previous years. We will endeavour to provide advance notice of any applicable restrictions, requirements and/or guidelines, inclusive of public health rules, but advance notice may not be possible due to the imposition of restrictions, requirements and/or guidelines on short notice. We appreciate your patience and understanding on this matter.*

The Australian Youth Aerospace Forum (AYAF) 2021 is organised and run by the Organising Committee of 2021 and the Australian Youth Aerospace Association (AYAA) Executive Committee. By attending the AYAF, the delegate agrees to be bound by the terms and conditions set out below. These terms and conditions constitute the entire agreement between the delegate and the organising committee of the AYAF in respect of the delegate's attendance at the AYAF 2021. Any prior arrangements, agreements, representations, warranties or undertakings are superseded on submission of your registration form to the Organising Committee. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty that is not set out in these terms and conditions. To the maximum extent permitted by law, no other terms are implied by trade, custom, practice or course of dealing.

The Organising Committee and the AYAA Executive Committee reserves the right to amend or replace any of these terms or conditions at its sole discretion and on notice to you by emailing the revised terms and conditions to you. These terms were most recently updated on 10 May 2021.

### 1. Registration and Payment

- To apply to the AYAF, delegates must complete the AYAF 2021 Student Application form by 11:59pm on the 7th of May 2021.
- Upon being notified that the delegate's application has been successful, a confirmation of attendance email will be sent to your email address (as set out in the application form). Confirming your attendance by replying to this email will only hold the delegate's spot for the Forum.
- After confirming the delegate's attendance to the Forum, another email will be sent to the same email address with the registration form and tax invoice.
- You must pay the Forum Fees, including any late fees (Fees), in full to the AYAA by the date specified on the invoice. All payments must be made to the specified bank account as per the invoice. If you do not make full payment of the Fee prior to the date specified, your spot for the AYAF will be forfeited.
- Any request to change your registration must be emailed to [delegates.ayaf@ayaa.com.au](mailto:delegates.ayaf@ayaa.com.au). No such requests can be made over the phone.
- The delegate's spot at the AYAF is not transferable.

### 2. Attendance

- A delegate must at all times comply with:
  - These terms and conditions;
  - All applicable laws;
  - Any terms and conditions imposed by the Women's College, The University of Queensland (Accommodation);
  - Any terms and conditions imposed by any of the venues they may visit;
  - The delegate code of conduct; and

- Any reasonable direction given to the delegate by the AYAF staff, the Accommodation staff, or any hosts, employees, agents or representatives from the activities.
- The Forum Chair reserves the right to immediately terminate the registration of any delegate that the Forum Chair reasonably believes is not complying, or has not complied, with the above terms and conditions. If this occurs, then a refund of the Forum Fees may be facilitated in some extenuating circumstances at the sole discretion of the Forum Chair and/or the AYAA Executive Committee.
- The Organising Committee and the AYAA Executive Committee reserves the right to amend any aspect of the AYAF in response to any COVID-19 restrictions, requirements and/or guidelines from local, State and Federal Governments without prior notice to you. This includes, but is not limited to, the AYAF program, venues, facilities and dates.
- The AYAF and its delegates must adhere to the Women's College, The University of Queensland's and any visiting facilities and/or venues' Specific COVID Safe Plan, an approved Queensland Government plan which addresses the risks associated with the potential transmission of COVID-19. Delegates must at all times abide by the rules and regulations set out in the plan and follow any instructions set by the AYAF Staff and any visiting venues, including but not limited to:
  - Delegates attending the AYAF will be required to ensure they comply with all public health directions in relation to COVID-19. Delegates must refrain from attending the AYAF if they experience any symptoms suggestive of COVID-19 or have been in close contact with someone who has experienced any symptoms suggestive of COVID-19, and must read *'before you attend'* section prior to attending the AYAF;
  - By attending the AYAF, delegates agree that they:
    - Will provide the Organising Committee with their contact information at the time of registration for the purposes of contact tracing if required by the Queensland Government;
    - Will not attend the AYAF if the delegate is experiencing or has been in close contact with anyone who is experiencing any symptoms of COVID-19 (including but not limited to - sore throat, coughing, shortness of breath, fever or a history of fever (night sweats, chills));
    - Will notify the AYAF Staff if they present with symptoms or display symptoms during the AYAF and will follow the instructions of the AYAF Staff in order to protect the safety of other delegates and staff;
    - Will not attend the AYAF if they have been instructed to self-isolate for any reason, including, but not limited to - recent overseas travel, contact with a confirmed COVID-19 case, awaiting test results for COVID-19;
    - Will practice good hygiene at all times during their attendance at the AYAF and will adhere to social distancing requirements and public health rules; and
    - Will consider downloading the Australian Governments COVIDSafe app to assist in contact tracing;
  - Public health rules, inclusive of physical distancing requirements may limit the number of persons allowed inside any facilities. In this circumstance, hosts and AYAF staff will direct delegates to ensure compliance of this requirement.

### 3. Cancellations and Refunds

#### 3.1 AYAF Fees

In the event that the AYAF is cancelled by the Organising Committee and/or the AYAA Executive Committee or that the delegate wishes to withdraw their participation in the Forum, the following cancellation and refund policies apply:

- If the AYAF is cancelled by the Organising Committee and/or the AYAA Executive Committee due to COVID-19 Restrictions then no refunds will be given.
- If the AYAF is cancelled by the Organising Committee and/or the AYAA Executive Committee due to extenuating reasons other than COVID-19 Restrictions, then no refunds will be given.
- If the delegate wishes to withdraw their participation in the Forum, a refund may be facilitated in extenuating circumstances up until 11:59pm 7th of June 2021 at the sole discretion of the Forum Chair and the AYAA Executive Committee.

#### 3.2 Cancellation, postponement or relocation of the AYAF

- A. The Organising Committee and/or the AYAA Executive Committee reserves the right to cancel, postpone or relocate the AYAF for any reason at the Organising Committee and the AYAA Executive Committees' sole discretion (including, without limitation, by reason of the events listed below (each being a 'Force Majeure Event'):
- a. The Organising Committee and the AYAA Executive Committee determines, in its sole discretion that:
    - i. The Women's College (Accommodation) is unfit for occupancy or otherwise hosting the AYAF;
    - ii. The AYAF will be materially impacted by the reason of the elements (including adverse weather events or natural disasters), industrial action or labour disturbance or restraint, boycott, embargo, injunction, an act of war (whether declared or not) or terrorism, mobilisation of armed forces, civil commotion or riot, emergency declared by a Government agency, action or in action by a Government agency, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts of the Organising Committee, an epidemic or pandemic (whether or not declared as such by the World Health Organisation) or any communicable disease outbreak or public health emergency (including COVID-19 or any related or derivative strains);
    - iii. Any other act, occurrence or non-occurrence has occurred beyond the control of the Organising Committee and/or the AYAA Executive Committee that results in the AYAF being materially impacted.
  - b. Where clause (A) applies, the Organising Committee and/or the AYAA Executive Committee may elect, in its absolute discretion, to cancel, postpone or relocate the AYAF or terminate your registration; and:
    - i. The Organising Committee must notify the delegate of the cancellation, postponement, relocation or termination as soon as possible;
    - ii. Where the Organising Committee and/or the AYAA Executive Committee has elected to postpone or relocate the AYAF, any obligation of the Organising Committee to the delegate under these terms and conditions will be suspended for the duration of the Force Majeure Event;

- iii. Where the Organising Committee and/or the AYAA Executive Committee elects to cancel the AYAF these terms and conditions automatically terminate;
  - iv. The Organising Committee and the AYAA Executive Committee will not be in breach of these terms and conditions by virtue of the cancellation, postponement, relocation or termination of the AYAF; and
  - v. Except as set out in clause (c ) below, the AYAF staff and any representatives will not be liable for any loss, liability, demand, action, claim, judgement, damage, cost, charge or expense (including any legal cost or expense on a full indemnity basis), professional costs and expenses or obligation however it arises and whether based in contract, tort, statute or otherwise, that may be sustained by you as a result of the termination of your registration/function tickets or cancellation, relocation or postponement of the AYAF.
- c. In the event of such termination, cancellation, relocation or postponement, you expressly waive any liability of the Organising Committee and the AYAA Executive Committee and release the Organising Committee and the AYAA Executive Committee from all claims for damages such that the Organising Committee and the AYAA Executive Committee will have no further liability to you.

### 3.3 Travel

The Organising Committee and the AYAA Executive Committee has no responsibility or liability whatsoever to you in respect of any travel booked in connection with the Forum.

## 4. Other

### 4.1 Indemnity

You agree to indemnify the Organising Committee and the AYAA Executive Committee from and against all loss or liability for, or in respect of, any claims, demands, judgement, actions, damage, costs, charge or expense and all interests, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses arising out of or in connection with or as a consequence of any of the delegate's acts or omissions in connection with the AYAF that breach these terms and conditions.

### 4.2 Privacy and Intellectual Property

You acknowledge and agree that, in respect of your attendance at the AYAF:

- You may be photographed, filmed or recorded;
- The AYAF and its organising committee can use and disclose your name and image in any material, including promotional material in connection with the AYAF or future Forums, without any compensation to you;