



Terms and Conditions

Thank you for registering for this event organised by the Histotechnology Society of NSW incorporated.

AGREEMENT

1. Offer & Acceptance

The preceding pages which set out the details of You and Your Parties registration, what is included, other available options and all pricing obligations and commitments, along with these terms and conditions, together constitute our offer to host You and Your Party at the Event. Once accepted, it will constitute an agreement between the Histotechnology Society of NSW in relation to the Event and which will be referred to as our "Agreement". You will be regarded as having accepted this offer by doing any one or more of the following:

- (a) selecting the Terms and Conditions acknowledgment prior to purchasing a registration for the Event;
- (b) by email, text message, or other formal or informal correspondence or communication;
- (c) by making payment of the registration fee or any part of it.

2. Date

This offer is made on the date specified at the time of purchase and our Agreement is made on the date you accept the offer.

3. Definitions:

- **"Agreement" or "our Agreement"** means collectively, these Terms and Conditions, all pages of the registration which set out the details of the registration, what is included, the available options and all pricing obligations and commitments, the Credit/Debit Card.
- **"Your party"** All the Individuals that you purchased tickets on behalf of.
- **"Event"** 'Histo at the Beach' educational day scheduled for the 29th of July 2023.
- **"Venue"** Noah's on the Beach, 29 Zaara St, Newcastle, NSW 2300 Australia
- **"HTS NSW"** Histotechnology Society of NSW incorporated, including officers, committee and members

4. Directions

4.1. You and Your Party agree to comply with the directions of Venue management,

staff and members of the Histotechnology Society of NSW committee whilst at the Venue.

5. Conduct

- 5.1. You and Your party agree to accept full responsibility and will remain liable for the conduct of You and Your Party, respectively, at the Event and acknowledge and agree that the Histotechnology Society of NSW and Venue maintain the right to refuse an individual from entry to the Venue.
- 5.2. You and Your Party acknowledge that you are liable to compensate HTS NSW or the Venue for any damage caused to the Venue by You or Your Party and will reimburse and indemnify HTS NSW for the cost of repair and/or replacement of any such damage.
- 5.3. You and Your Party agree to not create an environment which is offensive or a nuisance to Venue neighbours and/or other patrons at the Venue.
- 5.4. If the HTS NSW committee or Venue consider (in our absolute discretion) that the conduct of You or Your Party at the Event is likely to result in damage to the Venue or will create or has created a nuisance to Venue neighbours, then You and Your party



agree and accept that the HTS NSW committee or the Venue may require You or Your party to leave the Venue.

6. Compliance with Laws and Regulations

6.1. You and Your party shall comply with the requirements of all relevant laws, regulations and orders including, but not limited to, the Liquor Act 2007 (NSW) and Liquor Regulation 2018 (NSW).

6.2. The Venue practices the Responsible Service of Alcohol and in accordance with NSW licensing laws, they reserve the right to refuse entrance or service to persons suspected of:

- a) being under the age of 18 years; or
- b) who appears to be under the influence of drugs or alcohol.

The Venue reserves the right to remove the offending persons from the Venue or to discontinue alcohol service entirely.

6.3. It is acknowledged and agreed that You and Your Party are liable for and indemnify HTS NSW from and against all damages and expenses for which we shall or may be or become liable in respect of the breach of any law, regulation or order, arising out of or in connection with the actions of You or Your Party and the Event.

7. Cancellation and registrations transfers

7.1. If the HTS NSW committee or the Venue cancel the Event for any reason, tickets will be fully refunded.

7.2. If You or Your Party do not attend the event for any reason, and have not provided at least 24 hours written notice, all moneys paid will be forfeited to HTS NSW and be non-refundable.

7.3. You or Your Party may request for the registration to be transferred to another individual no later than 24 hours before the Event and we will consider the request and provide a written reply confirming whether we approve, (with or without conditions) or reject the request, acting reasonably in all the circumstances;

7.4. You or Your Party may request for a refund in writing from 7 days prior to and no later than 24 hours before the Event due to COVID-19 factors, such as being unwell, being required to isolate, or awaiting test results and we will consider the request and provide a written reply confirming whether we approve, (with or without conditions) or reject the request, acting reasonably in all the circumstances;

8. Postponement

8.1. If the HTS NSW committee or the Venue postpone the Event for any reason, tickets will be transferred to the rescheduled date; or refunded upon written request.

9. COVID-19

9.1. You and Your Party acknowledge and agree that:

- a) Australia is currently in the midst of the world-wide COVID-19 crisis, and in an attempt to reduce person-to-person transmission of the virus, Federal and State Governments may implement certain social and economic restrictions that may impact the operation of the Venue and that in most instances, these restrictions operate during defined periods;
- b) one of the ways in which the State Government is implementing these restrictions is by making Health Orders;
- c) during this time, HTS NSW are taking registrations for this Event that may be subject to and impacted by the Government Restrictions and these Government Restrictions will dictate whether the Event can proceed, and will almost always identify the requirements that need to be met in order to ensure the safety and welfare of all



organisers, staff, guests and suppliers; and

- d) By accepting these terms and conditions and registering for the Event You and Your Party agree and undertake to comply with, all Government Restrictions existing as at the date of the Event.

10. By accepting these terms and conditions and entering into this Agreement;

10.1. you warrant to us that as at the date of the Event:

- a) You have not returned a positive COVID-19 result in the past 7 days;
- b) You have not visited any known, notified or declared COVID-19 hotspots or exposure sites;
- c) You have not been in contact with any person or persons who has or have returned a positive COVID-19 result in the past 7 days;
- d) as far as you are aware, none of Your Party proposing to attend the Event, has returned a positive COVID-19 result in the past 7 days, visited any known, notified or declared COVID-19 hotspots or exposure sites or have been in contact with any person or persons who has or have returned a positive COVID-19 result in the past 7 days;

10.2. you will indemnify us from and against any loss, damage, cost or expense (including any fines, penalties and/or legal fees) that may be incurred as a result of:

- a) your breach of any warranty under this agreement
- b) You or any of Your Party doing or not doing anything at the Event which constitutes a breach or contravention of any Government Restrictions or other law or regulation.

11. IMPORTANT: Assumed risk of COVID19-related injuries - exclusion of liability

11.1. By accepting the terms and conditions;

- a) You and Your Party hereby waive, release, discharge, hold harmless, indemnify (and must keep indemnified) HTS NSW and that of HTS NSW officers, committee, members, contractors, suppliers and licensees from any claim, action, damage, loss (including consequential or indirect loss), liability, cost (including legal costs on a full indemnity basis) or expense (howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise) which HTS NSW incurs or is liable for arising under or in connection with the You or Your Parties attendance at the Event, any negligent or unlawful act or omission of You or Your Party, any loss of or damage to real or personal property, and any accident, personal injury, disability or death that may be suffered, incurred or sustained by You or Your Party in relation to COVID-19.