

Terms and Conditions

These terms and conditions govern your purchase of tickets for, and attendance at, events held by ASHM Health (ASHM, we, us, our). It is your responsibility to review these terms and conditions prior to the purchase of registrations. By purchasing registrations you agree to be bound by these terms and conditions. We reserve the right to amend these terms and conditions at any time and will provide the most recent version on our website.

Payment	Payment or proof of payment must be made in order to receive registration confirmation. We encourage payment to be made at the time of registration to confirm your registration and attendance at any social events. The online form will allow payment by credit card (Visa or Mastercard only) or indication that payment will be by EFT/ bank transfer. Please note your registration is not guaranteed until payment is received. Payment Options All payment options are outlined on the registration site and are included on the tax invoice. If you are paying by credit card, charges will appear on your statement as coming from "ASHM Surry Hills". Payments are processed through our PCI compliant software and payment gateway eWay. CVV numbers are not stored with your credit card data. If paying by EFT you must accept the bank fees at your end (if applicable). We will not deem registrations as fully paid if we receive them less bank fees. International Credit Cards If you are an international delegate and use a credit card for payment, we have the right to ask for a scanned copy of your credit card for proof of authenticity. If a card is not provided or the scan is not considered sufficient, the transaction will be reversed, and you will be required to pay via an alternative method for your registration to be confirmed. Please note: ASHM's standard invoice payment terms are 14 days from date of issue.
Confirmation	Your record of registration, hotel bookings and payment will be sent to you via email automatically upon completion of your registration.
Registration – cancellations, amendments and substitutions	General All prices are inclusive of Australian GST, AusPATH and PATHA member registration rates are not transferable to non- AusPATH and PATHA member. A breach of this may result in a cancellation of an event registration. Substitutions As an alternative to cancellation, your registration may be transferred to another person without incurring any penalty. The Conference Secretariat must be advised of the transfer in writing. Please email the name, position, phone and email address of the new delegate to conference@ashm.org.au.



Cancellation Requests prior to Wednesday 4 October 2023 (30 days prior to the event)

Registration cancellations and amendments must be notified in writing to the Secretariat. Cancellations or changes received before Wednesday 4 October 2023 will receive a refund less a 20% administration fee.

Cancellation Requests after Wednesday 4 October 2023 (30 days prior to the event)

Cancellations and amendments received in writing after Wednesday 4 Ocotber 2023 will not receive any refund, if cancellation is for medical purposes we can assist with any documentation required for your insurance claim.

Cancellation by you

Cancellation Requests after Wednesday 4 2023 due to Reasons out of the Delegate's Control

If your request is due to reasons out of your control such as border closures and government restrictions preventing you from attending the conference, you must send your request in writing to conference@ashm.org.au and provide proof for your request.

After the deduction of a 30% administration fee the remaining cost will be refunded.

Cancellation of social functions

No refunds will be provided for social function tickets within 30 days of the function commencing. Tickets can be transferred to another name.

In these terms and conditions, a "Force Majeure Event" means any of the following (whether or not foreseeable or anticipated): acts of God, terrorism, war, civil unrest, strike or labour dispute, lack of transportation, breakdown, labour or material shortage, blockade or embargo, supplier failure, epidemic or pandemic, government restriction or recommendation, legal requirement, extreme weather, earthquake, drought, fire, flood, explosion, natural disaster, and/or any other event, cause or circumstance that is beyond our reasonable control.

Conference has to be postponed

the control of ASHM (incl. force majeure) or due to events which are not attributable to wrongful intent or gross negligence of ASHM, ASHM cannot be held liable by delegates for any damages, costs, or losses incurred, financial losses, etc. Under these circumstances, ASHM reserves the right to use

In the event the conference cannot be held and is postponed due to events beyond

the registration fees collected to cover costs already incurred for the organization of the conference and which could not be recovered from third parties or to retain the entire registration fee and to use it for a future conference.

If an event is postponed, you may, by notifying us no later than 30 days after the originally scheduled date of the postponed event, obtain a refund for the registration cost.

Notification: We will use reasonable endeavours to notify ticket holders of a cancellation, variation, rescheduling or postponement of an event by sending an email to the address provided to us by the ticket holder and putting a notice on our website; however the responsibility to ascertain whether an event has been cancelled, varied, rescheduled or postponed is yours.

Cancellation by us



Sole remedy: Any refund will be your sole remedy for a postponement or cancellation of an event, and, to the extent permitted by law, ASHM will have no further liability to you in respect of any cancellation, variation, rescheduling or postponement of an event for any reason.

Format of conference changed to Virtual

Sometimes our events are amended from face-to-face delivery to either hybrid or virtual delivery. ASHM reserves the right to convert face to face registrations to virtual registrations. All registrations will be automatically changed to a virtual registration and the difference in value of the registration will be refunded, after a deduction of a 30% administration fee has been applied to the full registration cost. ASHM will use the administration fee to cover costs already incurred for the organisation of the conference and which could not be recovered from third parties.

Accommodation cancellations

A fee may be charged to your credit card by the hotel, in line with their cancellation conditions.

Please note, in the event government COVID-19 restrictions (such as a stay at home order or border closure) make attending the conference impossible, no cancellation penalties will be imposed by the accommodation providers. In the circumstances where COVID restrictions are implemented it is the delegates responsibility to liaise with the hotel regarding their booking.

Registration fees do not include insurance of any kind. It is strongly recommended that all delegates take out their own travel insurance and medical insurance prior to the conference. The policy should include loss of fees through cancellation of your participation in the Conference itself, loss of airfares for any reason, medical expenses and repatriation should travel arrangements have to be altered. In the event of industrial disruptions or natural disasters the Australasian Society for HIV, Viral Hepatitis and Sexual Health Medicine cannot accept responsibility for any financial or other losses incurred by delegates. Nor can the Secretariat take responsibility for injury or damage to property or persons.

Indemnity

Liability/Insurance

Registered delegates are liable for any damages caused by the delegate to the conference venues, accommodations rooms, conference supplier equipment or conference organiser's equipment. In registering for the conference the delegate agrees to indemnify the organiser for any damages caused by the delegate to any venue or equipment.

Limitation of Liability

To the extent permitted by law, we exclude all conditions and warranties relating to your purchase of tickets for and attendance at events. Where ASHM's liability cannot be excluded, such as in relation to Consumer Guarantees under the Australian Consumer Law or other prescribed terms under legislation, to the extent permitted by law, our liability for breach is limited to the face value of the ticket purchased by you, plus any relevant booking fees. You agree that if ASHM will not be able to perform its obligations under these terms and conditions and in relation to events to the extent such performance is affected by a Force Majeure Event.



	To the extent permitted by law we exclude all liability for consequential loss, which includes any indirect loss, loss of profit, loss of data or loss of reputation.
Image release	In registering for the conference, delegates consent for AusPATH and PATHA, its agents and others working under its authority, to take and to have full and free use of video/photographs containing their image/ likeness taken at AusPATH and PATHA events and conferences. AusPATH and PATHA may only use these images for promotional, news, online/ multimedia, research and/or educational purposes by and for AusPATH and PATHA. Delegates agree that they are not entitled to remuneration, residuals, royalties or any other payment from AusPATH and PATHA in respect of their image/likeness or its use. Delegates release, discharge, and hold harmless, AusPATH and PATHA and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the photographs or video. Should a delegate not agree to the above image release, they must advise AusPATH and PATHA by contacting info@auspath.org.au. Intellectual property Some speakers may agree to share their presentation slides and webcasts (where available) with delegates only. This content is not intended for wider distribution – sharing, broadcasting and/or copying of this content is not permitted according to Australia's intellectual property laws. Please be respectful of these speakers' intellectual property so that we can continue to offer similar content in future events.
Special dietary/physical requirements	These requirements may not be catered for unless requested before the event registration closing date. Please note down clearly your requirements (where indicated) on your online registration form or email the ASHM team (conference@ashm.org.au), with your specifications. Special requests on the day cannot be guaranteed.
COVID-19 vaccination acknowledgement	Delegates attending an AusPATH and PATHA event in-person acknowledge that proof of vaccination or a valid exemption against COVID-19 vaccination may be required by various parties including venues, transport and accommodation providers. Delegates must agree to comply with the required health and safety processes and protocols in place at the event or forum. You must not attend if have any symptoms of illness associated with the COVID-19 Corona Virus. These terms and conditions are governed by the laws of Victoria, Australia.