

## TERMS AND CONDITIONS

### Registration / payment

#### Registration

- Standard registration will be accepted until 13 October 2023 at midnight AEST.
  - If your registration is unpaid by 14 October 2023, it will be upgraded to the late registration rate.
- As of 14 October 2023, the late registration rate applies for every new registration or late payment.

#### Group registration

- Group registration rates are only available for ARA members, for groups of 10-19 and 20+ attendees.
- Registrations must be submitted at the same time, with the same payment method, for the group rate to be valid.
- Group registration requests must initially be emailed to [registration@ausrail.com](mailto:registration@ausrail.com). Please include the number of registrations being purchased, as well as any additional social function ticket requirements.
- Group leaders will be given access to a group registration portal where they must upload details of their group members, including name, contact details and dietary requirements (if relevant).

#### Payment

- All payments are to be made in AUD. Please indicate participant's name, invoice number and AusRAIL PLUS 2023 on all EFT payments.
- Payment is due on receipt of the invoice. If payment is not provided on time, your registration may be cancelled or moved to the late registration rate.
- Full payment of all items is requested when registering (by credit card or by bank transfer).
- From 2 October 2023, only credit card payments will be accepted.
- All payments made by bank transfer must include any relevant bank fees.

#### GST (Goods & Services Tax)

- Registration fees include 10% GST. Tax invoices issued will indicate the total GST included in the transaction.

#### Methods of payment

- Credit card: only MasterCard and Visa are accepted.
- Bank transfer – please make your payment to:

Bank: National Australia Bank  
Bank account name: AusRAIL  
BSB: 082902  
Account number: 806515361  
Swift code: NATAAU3303M

- **Any bank fees associated with the transfer is the responsibility of the customer.**

- All payments are to be made in Australian Dollars (AUD)
- Please indicate the participant's name, invoice number and "AUSRAIL PLUS 2023" on ALL payments.

## Registration modification / cancellation conditions

### Cancellation policy

- All delegate cancellations must be received in writing sent to MCI Australia at [registration@ausrail.com](mailto:registration@ausrail.com).
- For cancellations received on or before 13 October 2023 will be refunded in full, less a 25% cancellation fee to cover administration costs.
- No registration refunds will be made after this date.
- Refunds will be processed after the event according to your payment method.

### Postponed event policy

- In the event the Conference is postponed, existing paid registrations will automatically be transferred to the new Conference dates. For existing paid registrations, you will receive communication confirming the successful transfer of your registration. If you do not wish to proceed, notification in writing will be required no more than 90 days from the announcement date to receive 100% refund. After this date, the standard cancellation policy will be applied.

### Cancelled event policy

- 100% refund is applicable in the event of Conference cancellation (excluding fees and bank charges).

### Social functions

- AusRAIL PLUS 2023 reserves the right to cancel or vary social functions if minimum numbers are not reached.
- Due to commitments to catering, we cannot refund social functions and additional ticket cancellations less than 60 days prior to the event.

### Modification policy

- Any registration modification requests must be received in writing sent to MCI Australia at [registration@ausrail.com](mailto:registration@ausrail.com).

### Transfer of registration

- As an alternative to cancellation, your registration may be transferred to another member of your organisation. Registration transfers must be sent in writing to MCI Australia at [registration@ausrail.com](mailto:registration@ausrail.com).

## Travel and accommodation

### Accommodation cancellation

- Please refer to the hotel's individual cancellation policy to ensure you are aware of cancellation penalties that may be applicable at your chosen hotel. Accommodation cannot be confirmed

without a valid credit card. Payment will be processed by the booked hotel 30 days prior to check-in.

- Cancellations in whole or part may incur a penalty at the hotel's discretion.

### Closure of a hotel

- If hotels promoted by the AusRAIL PLUS 2023 close prior to the conference, MCI (event organisers) will assist to seek any pre-payment made by a delegate direct to the hotel and offer alternative options to the delegate. As the contract is directly between the hotel and the delegate, no guarantee can be provided by MCI for any compensation and MCI will not be financially liable for any financial loss.
- When booking a hotel, be aware of the terms and conditions of the hotel you are entering into an agreement with.

### Insurance and liability

- It is recommended that participants obtain adequate coverage for travel, health, and accident insurance before they depart for the conference. MCI Australia, the Australasian Railway Association, the ICC Sydney, and any conference hotels cannot accept responsibility for personal injuries, or loss of, or damage to, private property belonging to the conference participants and accompanying persons.

## Privacy and data collection

### Data privacy policy

- For further information on how your data will be used, we invite you to carefully read the Data Protection and Privacy Policy: <https://www.mci-group.com/privacy-statement>.

### Privacy statement

- The provided name and contact information, including electronic address, may be used by parties directly related to the event such as the organisers and approved stakeholders, for relevant purposes such as promotion, networking, and administration of this, and future events of this type. If you do not consent, please email [hello@ausrail.com](mailto:hello@ausrail.com).
- In addition, your name, organisation, and country/state of origin may be published on the delegate list which may be provided to delegates, exhibitors, and sponsors at the conference. If you do not wish your details to be included in this list, please email [hello@ausrail.com](mailto:hello@ausrail.com).

### Email communication

- By providing your email address, you consent to be contacted by this method in relation to this event and future events of this type.
- If you do not wish your details to be used for any of the above purposes, please email [hello@ausrail.com](mailto:hello@ausrail.com).

## General terms and conditions

### Release and waiver of liability

- Australasian Railway Association, the hotels and MCI are not responsible for either the partial or total non-execution of the contract in the event of technology fault, accident, natural disaster (either

threatened or actual), in war, curtailment or interruption of transportation facilities, threats or acts of terrorism, governmental travel or terrorism advisory, strikes, lock out, civil disturbance, the issue of a travel warning by the World Health Organization or any other cause beyond the parties' control which prevents access to the platform for the event, or if for the same reasons the event is cancelled by MCI.

- The organisers may at their entire discretion repay the delegate fee paid by the participant, or part thereof, but shall be under no obligation to repay the whole or part of such delegate fee, and shall be under no liability to the participant in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the participant, as the result of the happening of any such event.

#### **Force majeure**

- Australasian Railway Association, the hotels and MCI are not responsible for either the partial or total non-execution of the contract in the event of technology failure, accident, an act caused by a third party, such as Acts of God including, without limitation, credible threats of natural disaster in the geographic vicinity, war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, governmental travel advisory, a governmental elevation of the terrorism alert level, civil disturbance, the issue of a travel warning by the World Health Organization or any other cause comparable events or disaster beyond the parties' control which prevents the platform from accommodating the clients of MCI for the event or if for the same reasons the event is cancelled by MCI.

#### **Photography / videography disclosure**

- As a registered participant, you agree to grant permission for Australasian Railway Association and MCI to use your likeness in a photograph or video in any and all of its publications and presentations, including website entries, without payment or any other consideration; to authorise Australasian Railway Association and MCI to edit, alter, copy, exhibit, publish or distribute the photograph or video for purposes of publicising Australasian Railway Association programs or for any other lawful purpose; to waive the right to inspect or approve the finished product, including written or electronic copy, wherein your likeness appears; that these materials will become the property of Australasian Railway Association and MCI.

#### **Acceptable attendee behaviour**

- AusRAIL PLUS 2023 aims to create a professional and respectful environment for all attendees. Therefore, it is expected that all delegates behave in a professional and respectful manner towards other attendees, presenters, and organisers.
- This includes communicating in a respectful and appropriate manner, complying with event rules and regulations, respecting intellectual property, avoiding disruptive behaviour, and respecting confidentiality.
- Any delegate who violates these expectations may be asked to leave the event without refund.