

Level 5 Design Event Management and Cancellation Policy

Level 5 Design Pty Ltd ("L5D") is committed to ensuring high levels of customer service. This Policy ("Event Management and Cancellation Policy") is designed to help you understand the Terms and Conditions associated with attending our events and cancelling or rescheduling your involvement in them.

For the purposes of this policy, the terms "we," "us," and "our" refer to L5D. "You" refers to you, as a user of our Training Services. "Training Services" mean the training, education and marketing events, courses or other associated activities to be carried out by L5D or our partners, contractors or affiliates as presented within the Training and Events pages of our website.

Unless otherwise indicated below, this Event Management and Cancellation Policy applies to all Training Services that the Company may conduct across Australia and overseas including those with partner, contractor and affiliated organisations.

Our L5D Terms of Agreement for consulting and advisory services are specified in a separate document titled 'L5D Services Agreement' as amended from time to time.

We are committed to protecting the privacy and health and wellbeing of our customers at all times. Our Privacy and Copyright Notice describes how we approach privacy and copyright. It is given on our website at (<https://www.level5design.com.au/terms-privacy.html>). To see our Health and Safety Policy please email us at training@level5design.com.au.

1. Supply of the Training Services

L5D shall use all reasonable endeavours to supply the Training Services in accordance with this Policy in all material respects but reserves the right to change the course content of any training course or event at any time and without notice.

L5D shall use all reasonable endeavours to meet any specified training and event dates, but any such dates shall be anticipated dates only and may be subject to alteration.

2. Registrations

L5D has the right to accept or decline a registration.

Confirmation of your registration will be sent to you on receipt of your booking. Agendas, venue details and special instructions will be sent no later than one week prior to the course or immediately for those registering within one week of the event date.

3. Presentation and Attire

We reserve the right at our absolute discretion to refuse entry to or exclude any delegate or other person from our training courses and events that is not wearing appropriate business attire or conducting themselves in an appropriate business-like manner.

This includes conduct that is discriminatory, obscene, defamatory, harmful, liable to incite racial hatred, in breach of confidentiality or privacy, causing annoyance or inconvenience to others, etc.

4. Attendance

Delegates are expected to attend our events/courses strictly in accordance with our published agendas. Where delegates are late to arrive, early to leave or are absent for any other reason the events/courses will continue without change at our absolute discretion. We shall have no obligation to make any change to the agenda to accommodate these absences.

Registrants who do not attend on the day(s) of the event/course will be considered 'no shows' and will be obligated to pay the full course registration fee.

5. Payment Terms

Payment for our Training Services can either be made using PAYPAL or by requesting an invoice and supplying a purchase order. Invoice payment for all fees must be received within 15 days of the invoice date, or before the date of the event or course, whichever is the earlier. Payment must be received in full prior to our course start dates.

Failure to pay the registration fees when they fall due may result (at our discretion) in the delegates' registration being withdrawn, L5D ceasing to provide the training, copies of delegate materials not being supplied to those delegates, and/or L5D withholding attendance certificates or other certification.

Registration fees shall include an amount for the GST that is payable. The delegate is independent of L5D and is responsible for the payment of all charges, duties and taxes associated with any and all of your obligations.

A tax receipt will be issued to an authorised person once payment has cleared into the L5D company bank account.

6. Delegate Cancellations

All cancellations must be received in writing (email is acceptable) 30 calendar days before the start of any event/course and will be subject to an administration fee of 25% of the course/event fees. Cancellations made after this date will be charged the full course/event registration fee.

7. Rescheduling and Delegate Substitutions

We regret that registrations cannot be transferred to another course. However delegate substitutions from the same organisation may be made in their place. This will incur no charge.

8. Changes initiated by L5D

L5D reserves the right to cancel, reschedule or otherwise change events and courses at any time and for any reason and without any liability at our absolute discretion. This may be due to health and safety concerns, a lack of sufficient

delegate numbers, travel bans, strikes, lock-outs, riots and civil commotion, unavailability of presenters or for any other reason.

Where cancellations are enacted by L5D a choice will be offered to move the registration to another event (possibly in another city) or a full refund or credit note of delegate fees received will be given. Refunds will be facilitated by EFT within 15 days of the cancellation being advised in writing.

Where courses/events are rescheduled then course fees will be transferred to the new date. Delegates who cannot make the revised date should follow the cancellation or delegate substitution procedures above. Delegates will not be required to request cancellation 30 days before the course if the new date makes this impossible.

L5D will not be held liable for any transport, accommodation or other costs in the unlikely event of a course being cancelled or rescheduled.

9. Discounts and offers

From time to time we may offer discounts on our Training Services including early bird discounts, group booking discounts, last minute booking discounts, etc. Discounts are subject to availability, and only one discount code/offer may be redeemed per booking or organisation. We reserve the right to offer discounts at our absolute discretion. We give no assurances that the discounts that we apply will not change over time or be applied differently from one booking or organisation to another.

Where discounts are offered, payments must be made within 15 days or as otherwise advised by L5D. Any invoices unpaid after 15 days of the invoice date will forfeit the discount rate and will be subject to the full rate. If you are unable to meet these terms, please contact us at training@level5design.com.au.

L5D also reserves the right, without any liability, to withdraw such discounts.

7. Photography and Video

On occasions, L5D takes photographs and videos which may be used to help promote our events and courses (both online and in print). By registering for a course/event you are confirming that you are aware of this and have no objections to your image or voice appearing in any material issued after the event. However, if for any reason you do not wish us to use your image or voice please let us know at the event or by emailing us at training@level5design.com.au.

Recording and photography by delegates is not permitted at any of our courses or events.

8. Training Materials

All course notes, handouts and presentation material will be uploaded to the Cloud (via Dropbox or similar) in PDF format for delegates to access within one week of the event or course taking place. An email will be sent to delegates with a link to the location and instructions on how to access it.

No reproductions, scans or copies (wholly or in part) shall be made of the Training Materials without the prior written consent of L5D.

Details of registered delegates and speakers (name, job title, company name, email and phone number) will be placed on an attendee list which will be shared with all delegates. Delegates who do not wish to be included on this list should advise at the time of booking in writing to training@level5design.com.au

9. Intellectual Property Rights

All intellectual property rights in or arising out of or in connection with the Training Services, including any associated Training Materials shall be owned by L5D.

L5D has not made any representation or warranty, express or implied, that the Training Materials do not infringe any third party's Intellectual Property Rights, are suitable for obtaining any approvals, authorisations or accreditations. You are responsible for making your own enquiries in relation to these matters.

10. No Liability

L5D will not be liable for any costs, loss or damages incurred or sustained arising directly or indirectly from any delegate act or omission or where any failure to carry out the Training Services is due to any cause beyond the reasonable control of L5D. To the full extent permitted by the laws of the Commonwealth of Australia or of any State or Territory of Australia having jurisdiction, any conditions or warranties imposed by such legislation are hereby excluded. In so far as liability under or pursuant to such legislation may not be excluded, such liability is limited, at the exclusive option of L5D, to the re-performance of the Training Services or to the approved monetary value of the delegate fees. Without limiting the generality of this clause, it is agreed that, to the full extent permitted by the laws of the Commonwealth of Australia and any State or Territory of Australia having jurisdiction, L5D will not be liable for any special, indirect or consequential damages arising under or pursuant to this Policy.

11. Statutory Rights

Your statutory rights are unaffected by this Policy and continue to apply.

L5D reserves the right to amend anything in this Policy if necessary to comply with any applicable law or regulatory requirement.

Any illegal, invalid or unenforceable provision of this Policy will be severable, and all other provisions will remain in full force and effect.