

## Terms and Conditions

In registering for the 46th International Mental Health Nursing Conference 2022, delegates, speakers, sponsors and exhibitors agree to the following Australian College of Mental Health Nurses (ACMHN) terms and conditions.

### REGISTRATION

Please note that it is essential for all participants, including invited speakers, delegates, sponsors, exhibitors and presenters, to register.

### ACCOMMODATION

Accommodation bookings are made direct with accommodation providers and no monies are required by the ACMHN. Details regarding payments and booking confirmations are the responsibility of the delegate and no liability is taken by ACMHN for any delegate accommodation bookings with preferred suppliers. The ACMHN cannot act on the delegate's behalf for accommodation bookings.

**ASSIGNMENT/TRANSFER OF YOUR REGISTRATION** You may transfer your registration for this event to a person (the "Transferee"), provided that the Transferee agrees to be bound by these terms and conditions in such manner as ACMHN require. If a transfer of a registration is made under this clause, no refund of registration fees will be payable.

### CANCELLATIONS

All cancellations must be notified to Ellen Fraser, Event Manager at ACMHN in writing (either by fax 02 6285 2166 or email [events@acmhn.org](mailto:events@acmhn.org)) before the cancellation can be processed. Cancellations will not be deemed to be received until you have written confirmation from ACMHN. If you have not received acknowledgement within two (2) business days, please contact Ellen Fraser on 0497 079 799. If the cancellation is not received in writing, the registration will not be cancelled and full registration will still be payable.

Cancellations received in writing by ACMHN on or before Wednesday 15 June 2022 will be accepted and all fees refunded, less a \$100 administration fee.

Cancellations received in writing by ACMHN after Wednesday 15 June 2022 but on or before Friday 15 July 2022 will be accepted and 50% of delegate fees refunded, which includes a \$100 administration fee.

Cancellations received after Friday 15 July 2022 are subject to 100% cancellation fee and will not be refunded. Please note non-payment does not constitute a cancellation. No tentative bookings will be accepted.

Cancellations of social functions will be subject to a 100% cancellation fee if received after Friday 15 July 2022.

ACMHN reserves the right to refuse attendance to any delegate/s that have not paid their delegate fees in full.

### **CANCELLATION OR POSTPONMENT OF THE EVENT BY ACMHN**

The ACMHN reserves the right to cancel or postpone the event at any time at its sole discretion and for any reason, including circumstances beyond its control.

Expenses for registration fees and arrangements made for travel and accommodation are at your sole risk. The ACMHN strongly recommend making accommodation and transport arrangements that permit variation or cancellation with appropriate refunds. We further recommend all attendees obtain insurance that will reimburse accommodation and transport costs in the event of cancellation.

If the event:

(i) Is cancelled:

1. reasonable endeavours will be made to notify with details of cancellation posted to this website. You are responsible for checking for such notifications/alerts prior to the event;
2. delegates incur as a consequence of such cancellation, including but not limited to registration fees, transportation or accommodation costs, and loss of enjoyment; and

(ii) is postponed or moved to a different venue:

1. reasonable endeavours will be made to notify delegates and details of the postponement/venue will be posted to this website. You are responsible for checking for such notifications/alerts prior to the event.
2. on receipt of a Variation Notice, at your option you may:

– notify ACMHN that you cannot, or do not wish to, attend the event as varied, in which case, you incur loss of monies including but not limited to registration fees, transportation or accommodation costs, and loss of enjoyment; or

– notify ACMHN you wish to attend the event at its new (postponed) date(s) and/or venue, in which case, the monies paid by you will be retained and transferred to this event

and

(iii) The parties agree that the sole rights and consequences of cancellation and variation are set out in this agreement. The Frustrated Contracts Act 1978 (NSW) and other legislation concerning frustration of contract, do not apply to this agreement.

### **CONCESSION**

Concession registration is only available to full-time students, consumers, carers and retirees. You will need to supply supporting documentation in order to receive the concession rate. The Conference Committee has used the Human Development Index to determine the categories of lower-middle income countries.

The ACMHN has the right to refuse any request, at its own discretion.

### **COVID-19 SAFETY:**

(a) You must not attend the event if:

(i) You have been diagnosed as having COVID-19, are feeling unwell with symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue;

(ii) You have been in contact, in the 14-day period before the event, with any person that has tested positive to COVID-19 or has displayed symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue; or

(iii) You have travelled, in the 14-day period before the event, to Australia from overseas, to the place of the venue from a COVID-19 declared hotspot, or from a state or territory whose borders have been closed or restricted due to COVID-19.

(b) At entry to and while attending the event, you must:

(i) comply with all applicable laws and health directives concerning COVID-19;

(ii) comply with and submit to contact tracing protocols and procedures for COVID-19 safety, including but not limited to, as ACMHN may require at our option, registering with a QR Code on entry, or demonstrating that you have down-loaded, to a personal mobile device, the COVID-Safe app, and if requested, you must submit to temperature testing;

(iii) Where possible and requested practice physical distancing by remaining at least 1.5 meters from persons not known to you;

(iv) Wash your hands regularly and use hand-sanitiser made available at the Event; and

(v) If you experience any symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue, you must immediately report to event staff and follow all reasonable directions given by event staff or health professionals present. If requested to leave the venue, you must comply with that request.

(c) If, after the event, you are diagnosed with COVID-19 and your medical practitioner considers that you may have become infected within 14 days after leaving the event, you must advise your medical practitioner of your attendance at this event, permit your medical practitioner to notify health authorities and comply with all applicable laws,

health orders or government recommendations for the purposes of preventing or reducing the spread of COVID-19.

### **DISCLAIMER**

At the time of registration, ACMHN provides the most recent information available, and the delegate and/or speaker accepts that the content and/or the delivery of the 46th International Mental Health Nursing Conference 2022 can change beyond the control of ACMHN. ACMHN will not take any responsibility for any errors, omissions and changes to the program or content of the 46th International Mental Health Nursing Conference 2022. The ACMHN reserves the right to make changes as it deems necessary without penalty, and in such situations no refunds, part refunds or alternative offers shall be made.

### **EARLY BIRD REGISTRATION**

'Earlybird' discounts will be available until Monday 27 July 2022. Full payment must be received by Monday 27 July 2022 in order to receive the Earlybird discount. If full payment is not received by this date, you will be required to pay the Standard Registration fee. This also applies if your Employer is paying for your registration.

### **EMERGENCY CONTACT**

ACMHN has the delegate's consent to contact their emergency contact if necessary.

### **ENTIRE AGREEMENT**

Subject to any amendments specified in subsequent event order forms or terms and conditions, the 46th International Mental Health Nursing Conference 2022 order form and these terms and conditions constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements in relation to the 46th International Mental Health Nursing Conference 2022.

### **EVENT SUBJECT TO CHANGE:**

While the ACMHN will make reasonable endeavours to stage the event as advertised, attendees agree that the following may occur without liability of any kind to:

(a) Changes to the venue or the location of the Event or components of the Event within the venue;

(b) Changes to programme content, its order or session times;

(c) Changes to the speakers, entertainers and other presenters;

(d) Changes to the social programme and the venue(s) for dinners and other social events.

If any changes occur to the event as advertised, every effort will be made to arrange for an alternative. This will be subject to availability and the circumstances arising out of that change. Notice of any substantial and material changes will be made available on the event website. It is the responsibility of all registered delegates to check for such notifications and / or alerts prior to the event.

### **FEES AND PAYMENT**

Payment to attend the 46th International Mental Health Nursing Conference 2022 must be made in accordance with the following conditions, unless otherwise agreed with the ACMHN:

- Within 14 days of the tax invoice date;
- Prior to close of Earlybird, if you have registered as an 'Earlybird' delegate
- 10 business days prior to the Conference start date, whichever comes first.

The organisers reserve right, without notification, to cancel outstanding accounts any time after 30 days from date of tax invoice being sent.

If an employer is paying for your registration, it is your responsibility to ensure that payment is made in accordance with the timeframes above. If you register within 30 days of the event dates, full payment will be required in order to confirm your attendance. If payment is not received prior to the conference, access will be granted only after full payment is made via credit card only. 'Earlybird' discounts will be available until the close of Earlybird as advised by the conference organisers. Full payment must be received prior to the close of Earlybird registrations in order to

receive the Earlybird discount. If full payment is not received by this date, you will be required to pay the Standard Registration fee. This also applies if your Employer is paying for your registration.

Accommodation bookings are made direct with accommodation providers and no monies is required by the ACMHN. Details regarding payments and booking confirmations are the responsibility of the delegate and no liability is taken by ACMHN for any delegate accommodation bookings with preferred suppliers.

### **FORCE MAJEURE**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing here within if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, global pandemics, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

### **INDEMNITY**

Should for any reason outside the control of ACMHN, the venue or speakers change or the event be cancelled, ACMHN will endeavour to reschedule. In this instance the delegate will indemnify and hold ACMHN harmless from and against any and all costs, damages and expenses. ACMHN does not accept responsibility for, and the delegate indemnities ACMHN against, any costs, charges or fines incurred by the delegate in the process of attending the ACMHN 46th International Mental Health Nursing Conference 2022. This agreement is subject to the laws of the Australian Capital Territory and agreement to these terms and conditions indicates acceptance of this indemnity.

### **PHOTOGRAPHY AND FILMING**

By registering, participants acknowledge and consent that during their attendance at ACMHN 2022 their image or voice may be recorded via video, photograph or by any other means (“recorded”) by an officer or official of ACMHN 2022 which may be distributed or published at the discretion of the organisers of ACMHN 2022. If you do not wish to be recorded, you are required to formally advise the national office in advance by emailing [events@acmhn.org](mailto:events@acmhn.org)