

2024 MELBOURNE DESIGN CONFERENCE

In these terms and conditions, the reference of “we”, “us”, “our” or “The Design Coach” refers to The Design Coach Australia Pty Ltd trading as The Design Coach Australia (ACN: 637 826 147). The term “you”, “your” or “participants” refers to any person seeking to book a trip with us.

The terms and conditions set out in this document (**Terms**) form an agreement between you and The Design Coach under which you contract us to arrange and deliver trip arrangements to you. By making a booking with us, you acknowledge that you have read and agree to be bound by these Terms.

These Terms apply to events hosted between **1 January 2024 and 31 December 2024** as well as events for future dates until updated.

Definitions

In these Terms, the following definitions apply unless stated otherwise:

1. **‘Melbourne Design Conference’** or **‘Conference’** means the **‘2024 Melbourne Design Conference’** as organised by The Design Coach.
 2. **‘Package Fee’** or **‘Conference Package’** means the agreed fee for the Melbourne Design Conference, as communicated via the TDC website.
 3. **‘Commencement Date’** means the date on which the Conference commences, being **4th August 2024**.
 4. **‘Payment’** means the Conference Package fee paid.
 5. **‘Terms’** means the terms and conditions set out in this document.
 6. **‘Third Party Supplier’** means a third party who is not the employee, agent or representative of the Design Coach and who will provide various services as set out in these Terms to you in the Conference.
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General Terms

Payment signifies agreement with these Terms and Conditions.

TDC reserve the right to postpone the Conference due to circumstances outside our control (such as a global pandemic, natural disaster, etc). Should the Conference be postponed, all payments will be transferred to the new Conference dates.

No refunds will be offered unless deemed fair and appropriate. Should the member not be able to attend the new dates, they will be issued with a Credit Note and may choose from other events and services offered by The Design Coach.

TDC reserves the right to change the Conference Program at any time.

The Design Coach cannot accept responsibility for Delegates' late transport arrivals or non-arrivals due to delays. Please note that limited tickets are available due to catering and transport restrictions.

Delegates are encouraged to extend their stay either before or after the Conference to experience the magic of Melbourne and surrounding areas. All travel and accommodation costs for extended stay are the responsibility of the individual.

Photography and Videography

The Design Coach may organise photography and/or videography over the course of the event program. Photography and videos will be used after the event for marketing purposes.

By agreeing to this contract, Delegates agree to grant permission to The Design Coach to use any footage including them.

Payment Terms

Payments can be made through the TDC website via credit or debit card. An invoice for the full Conference Package will be raised once payment has been received.

Additional accommodation can be arranged upon request. Dates must be submitted via email, a quote will be created, and an invoice will be raised once approved. Invoices must be paid in full prior to the booking being confirmed.

Payment plans for the **Conference Package** and the **Accommodation Package** can be arranged upon request. Failure to make payments may result in interest charges being applied.

Third Party Suppliers

We will engage a Third Party Supplier to provide you with services as part of our inclusions, such as guest-speakers, hoteliers and transport companies.. However, we do not provide the services supplied by a Third Party Supplier. We do not employ the Third Party Supplier nor do we have control over or responsibility for the services of the Third Party Supplier.

To the fullest extent permitted by law, we will not be held liable to you for any harm, loss, damage or injury attributable to the services, actions or omissions of a Third Party Supplier. The Third Party Supplier is solely responsible and liable for the services they provide you. All such claims you may have this regard must be directed against the Third Party Supplier.

If you have a complaint or dispute with a Third Party Supplier, you agree that The Design Coach is no way a mediator or liaison between you and the Third Party Supplier and you must communicate and engage directly with the Third Party Supplier. The Design Coach will provide you with the contact details of the Third Party Supplier to allow your direct communication. However, any further assistance is at our sole discretion.

You acknowledge and agree that you will be bound by the policies and terms and conditions of Third Party Suppliers.

As part of the Accommodation Package Fee, we will book accommodation on your behalf. However, we do not supply accommodation or venue ourselves, nor are we responsible or liable for the supply of the accommodation or venue.

You acknowledge and agree that the terms and conditions and other policies of the accommodation and venue suppliers will apply to you, and both you and The Design Coach will be bound by such documents. We will email you the relevant terms and conditions and policies which you must sign and return to us within 60 days of the Conference commencement. The accommodation and venue supplier may charge further costs to you for services beyond those which we have incurred on your behalf, such as room service costs, which you agree to pay.

We will not be held liable or responsible for any damage to the property or breakage of goods of the venue or accommodation. You further agree that we will not be responsible or liable for the loss of your personal property in whatever circumstances.

You are not permitted to bring or invite guests to the venue or accommodation without prior consent. Additional costs may be applied.

Workshop Content

Delegates understand the presentations and workshop notes shared during the Conference is the IP of the individual workshop presenters, and reproduction or forward sale of all or part of the content will be considered in breach of this agreement.

Travel Insurance

We require that Delegates purchase travel insurance to cover themselves for unforeseen cancellations, illness, or loss of property.

TDC will not cover Delegates for any medical costs or loss of property during the Conference program.

Amendments to Melbourne Design Conference

In the event of an unforeseen circumstance, we reserve the right to alter or amend the Conference, including to the itinerary and accommodation, in order to maximise your experience.

There may be situations in which these alterations and amendments will be made with little to no notice to you. However, we will always endeavour to notify you as soon as practicably possible. We will always endeavour to make alterations or amendments that of equal standard or quality of the initial Conference.

To the fullest extent permitted by law, we will not be liable to you in respect of incidental expenses or consequential losses as a result of any alterations or amendments to the Conference.

Cancellation Terms & Conditions

Should you change your mind about attending the Conference, you are entitled to a full refund up to 14 days after payment has been received into the nominated account.

After 14 days there are no refunds offered. Should a member need to cancel, a credit note will be issued, to be used within 12 months of the date of cancellation. Credit can be used on any available TDC courses, programs, events or retreats (subject to availability).

Disclaimers and No Warranties

Except as set out in this document, and without excluding or limiting your rights under Australian Consumer Laws and consumer guarantees, we disclaim all other warranties, guarantees and representations.

In particular, we make no warranty, guarantee or representation about the information provided to you in the our workshops, and such information, including any suggestions, is general in nature and not to be considered professional or legal advice. You acknowledge and agree that The Design Coach accepts no liability for any loss or damage which you may suffer in reliance on such information, including a claim against us for loss of profits.

You further acknowledge that we make no warrant, guarantee or representation about the services supplied by Third Party Suppliers, such as the standard and quality of the transport, tours, meals, experiences and accommodation that you experience. We accept no liability for any loss or damage which you may suffer in relation to such services.

Authority and Conduct on Tour

You agree to act with all due respect and courtesy during the Conference. It is important that you co-operate us at all times and conduct yourself with all common decency and manner to ensure the Conference is a pleasurable experience for all involved.

We may from time to time make decisions or give instructions on matters likely to affect the safety, well-being or enjoyment of a participant in the Conference or the group as a whole. You agree and acknowledge that any such decision is final.

However, you acknowledge and agree that we are ultimately unable to control the behaviour of another Delegate or any other third party you encounter, and therefore we accept no responsibility or liability for you, another traveller, or any third party.

We reserve the right to, acting reasonably, terminate these Terms and require you to depart from the Conference if we feel that your conduct is inappropriate or threatens or disrupts the safety and enjoyment of other travellers. If this occurs, you will not be entitled to a refund for the remained of the Conference, nor will we liable to you for any additional costs incurred by you due to and associated with your departure. We may also elect not to accept your participation in future events, trips or Conferences booked with us.

Privacy Policy

By booking and participating in the Conference, you will be required to provide us with your personal information. Any of your personal information that we collect may be used for any purpose associated with the organisation, administration and operation of the Conference, or to send you marketing material in relation to events and special offers from The Design Coach.

We may also disclose your personal information to Third Party Suppliers in order to enable us to make the necessary arrangements and operations in the Conference.

We will otherwise treat your personal information in accordance with our privacy policy, available for viewing at [The Design Coach website](#).

Limitation of Liability

You agree and acknowledge that The Design Coach will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

To the fullest extent permitted by law, The Design Coach excludes, and you release us and all our officers, employees, agents and representatives from, all liability for:

- (a) any damage to, or loss of, property or injury to or death of persons directly or indirectly resulting from an act or omission of a Third Party Supplier;
- (b) any loss, damage, claim or expense caused by the acts or omissions of yourself, including your breach of these Terms; and
- (c) any loss, damage, claim or expensed caused by a Force Majeure Event.

Where our liability cannot be excluded, our liability shall be limited to the cost of supply of our services to you.

Indemnity

You agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities and expenses, including costs of litigation and reasonable legal costs, resulting directly from:

- (a) Your use of our services;
- (b) Your participation in the Conference; or
- (c) A breach or alleged breach by you of these Terms.

Jurisdiction

These Terms are governed by and are to be constructed in accordance with the laws of the State of Victoria and Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Victorian Courts.

End of Terms
