



**PARSA**  
ANU *postgraduate &  
research students'*  
association

## **POSTGRADUATE AND RESEARCH STUDENTS' ASSOCIATION INCORPORATED (PARSA)**

### **EVENTS TERMS AND CONDITIONS**

Before registering for/participating in any Event as organised and conducted by the Australian National University Postgraduate and Research Students' Association Incorporated (PARSA) you must read and agree to the following Terms and Conditions.

By registering for a PARSA event you have agreed to these terms and conditions.

By registering and/or attending any PARSA Event I acknowledge and agree to the following Terms and Conditions:

### **Variation to Terms and Conditions**

PARSA may vary these Terms and Conditions at any time by updating them. Any variations will only apply to ticket purchases made after these Terms and Conditions have been updated.

### **1. Definitions**

- 1.1. 'PARSA' means The Australian National University Postgraduate and Research Students' Association Incorporated.
- 1.2. 'Constitution' means the current Constitution of the Australian National University Postgraduate and Research Students' Association Incorporated (PARSA) as varied or amended from time to time.
- 1.3. 'Designated Accommodation' means the venue or other accommodation venue designated by PARSA for the conduct of the Event.
- 1.4. 'Event' or 'Events' means any events run by PARSA .
- 1.5. 'Intellectual Property' means copyright, all present and future rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, look and feel, circuit layouts and all other rights resulting from intellectual activity in, but not limited to, the industrial, scientific, literary or artistic fields;
- 1.6. 'Member' is as defined in Part 2, Clause 4 of the Constitution.
- 1.7. 'Participant' means any person in attendance at the Event who is registered as a participant, has purchased a ticket, or who purports or endeavours to engage in the activities so closely associated with the Event as to be deemed to be participating in it.
- 1.8. 'Regulations' means the current Regulations of PARSA as varied or amended from time to time.
- 1.9. 'Representative' has the meaning given to it in Part 3 Clause 5 of the Constitution.
- 1.10. 'Terms and Conditions' means this document.
- 1.11. 'Venue' means venue of the Event.

- 1.12. 'Website' means the website of PARSA. The Uniform Resource Locator (URL) for the home page is currently: <http://parsa.anu.aedu.au>
- 1.13. 'Volunteer' means a student member or other representative in attendance at an Event who is present and involved in the care and coordination of Participants at the Event at the request of PARSA and by agreement between them.

## **2. General**

- 2.1. Despite any other term contained in these Terms and Conditions and to the maximum extent permitted by law I hereby release the PARSA, their employees, agents, students, organisers, volunteers and sponsors of the Events from any liability in relation to or in connection with any incidents or activities resulting, either directly or indirectly, from an Event including, but not limited to:
  - 2.1.1. Negligence including failure to use such care as a reasonable person would use in the circumstances for any loss, damage to property, expenses, personal injuries (including death) and;
  - 2.1.2. Breach of any other duty imposed by law (including occupiers liability), and;
  - 2.1.3. Breach of any contract directly or indirectly incurred by or arising by reason of any word or act of any person, event, representation or misrepresentation arising in connection to Events.
- 2.2. I agree to indemnify the PARSA and agree to keep the PARSA always indemnified from and against all loss, damage, expense or claim which PARSA may incur, including to a third party, in respect of or arising out of any wilful or negligent damage caused by me to persons or property during Events.
- 2.3. That if alcohol will be served at the Event it will be supplied in accordance with PARSA's commitment to the responsible supply of alcohol and all relevant state statutes relating to same.
- 2.4. I will comply with the PARSA Code of Conduct set out below and I release any other participating entities, their employees, agents, students, volunteers and organisers of Events for any breach in observance of this Code of Conduct by any person whomsoever.
- 2.5. I agree that I will take responsibility for my own safety, wellbeing and security of my personal property while attending any Events.
- 2.6. That I will be 16 years of age or over on the commencement date of the Event and agree to present such proof of age immediately if requested by the organisers of the Events, its nominated personnel or its service providers.
- 2.7. That in the event I bring any children under the age of 16 to the event, I take full responsibility for their supervision, behaviour and welfare for the duration of the event.

### 3. Code of Conduct

- 3.1. Participants acknowledge that their behaviour reflects on PARSA, the Australian National University, and other students in general. Participants must at all times act in an appropriate manner, this includes, but is not limited to:
- 3.1.1. Adherence to the terms and conditions of the Designated Accommodation Venue;
  - 3.1.2. Adherence to the terms and conditions of the Event Venue;
  - 3.1.3. Adherence to these Terms and Conditions;
  - 3.1.4. Not acting in a way which constitutes a nuisance or danger to any other person or property of the Venue or the Designated Accommodation;
  - 3.1.5. Giving consideration to other guests at the Venue or the Designated Accommodation Venue who are not attending the Event;
  - 3.1.6. Not acting in any way which may injure or prejudice the reputation of the PARSA, the Australian National University, other members of PARSA or other students in general;
  - 3.1.7. Behaving in a way that is not discriminative to others, whether sexually, racially, culturally or otherwise;
  - 3.1.8. Accepting that there will be no tolerance of violence or sexual harassment and that appropriate authorities will be notified if such conduct occurs;
  - 3.1.9. Not hindering or obstructing any member of a police force or emergency services in the exercise or discharge of their functions at the Venue or the Designated Accommodation Venue;
  - 3.1.10. Complying with any reasonable direction provided to the Participant by PARSA or its agents, including but not limited to the PARSA Executive, PARSA staff members responsible for organising the event and PARSA staff or volunteers coordinating and facilitating the Event;
  - 3.1.11. Accepting that the possession or use of illegal substances at any time during Events is not permitted, and that the appropriate authorities will be notified if such behaviour occurs;
  - 3.1.12. Taking responsibility for their own safety and wellbeing. Participants are in no way obliged to participate in any event that they do not feel able to safely participate in. Participants should seek the assistance from a member of staff or volunteer representing the Event organisers (PARSA) if required or if they consider their safety or wellbeing is at risk;
  - 3.1.13. Complying with all applicable Federal, State and local laws and regulations whilst attending Events.

#### **4. Failure to Comply with Code of Conduct**

- 4.1. PARSA may refuse entry to or eject any Participant who acts or does or who may act or do anything inconsistent with the Code of Conduct for the behaviour of Participants attending the Event outlined in clause 3.
- 4.2. Where a Participant is refused entry to or ejected from an Event in accordance with clause
- 4.3. it will be at the Participant's own expense and the Participant acknowledges and agrees that they will not be entitled to any refund of any registration, accommodation or other fees paid to the PARSA with respect to the Event.
- 4.4. Failure to comply with the Code of Conduct outlined in clause 3 may result in relevant authorities being notified and relevant parties providing information to the authorities if requested.

#### **5. Accuracy of Information**

- 5.1. Whilst every effort has been made to ensure that information in these Terms and Conditions is accurate, PARSA, their employees, agents, students, organisers and sponsors of Events will not accept any liability for any loss or damage which may be incurred by any person acting in reliance upon the information contained within these Terms and Conditions.

#### **6. Event Program**

- 6.1. PARSA, their employees, agents, students, organisers and sponsors of Events reserve the right to add, withdraw, reschedule or substitute any element of an Event and / or vary advertised programs, prices and venues without notice.

#### **7. Cancellation Policy**

- 7.1. Once payment of the registration fee and/or accommodation fees have been received, no refunds (in part or whole) will be made except under such extenuating circumstances as determined at the discretion of PARSA and on such conditions as PARSA in their sole discretion may apply.

#### **8. Photography and Video Waiver and Release**

- 8.1. By agreeing to these Terms and Conditions, I consent to photos, videos or other images or recordings of me being taken, used and/or reproduced for the purposes of advertising, media, publicity, publication, web display, general display, or for any other purpose in whole or in part, for an undefined period of time.
- 8.2. I hereby waive any interest that I may have in the copyright or Intellectual property of the photograph(s) now or at any future time and state that I do not expect to receive any payment or consideration in respect to them.

- 8.3. I release PARSA, its employees and agents from any liability (including consequential loss) connected with the publication, reproduction, release or other use of these materials.

## **9. Interpretation**

- 9.1. It is acknowledged and agreed that where in these Terms and Conditions the context requires or admits:
  - 9.1.1. Words importing the singular number include the plural number and vice versa;
  - 9.1.2. The masculine gender shall be read as also importing the feminine or neuter gender as the case may require;
  - 9.1.3. In these Terms and Conditions headings are for convenience of reference only and do not affect interpretation.