

# Functions Terms and Conditions Policy

## 1. Purpose

This policy exists for the guidance of SCA (Qld) staff, Committee/Board Members and participants at SCA (Qld) events and seminars. It sets out the procedures for the refund of payments to members for events which are either cancelled by SCA (Qld), or when a booking is cancelled by the member/participant. It sets the ground rules for working with partners in the sector regarding sponsoring functions.

## 2. General Event and Seminar Conditions

The following terms and conditions are applicable to all SCA (Qld) events and seminars. Signature events will include additional terms and conditions as set out in clause 3. Additional sponsorship conditions for these functions are set out in clause 4.

## 3. Membership requirements for registrations

SCA (Qld) events and seminars are member only events, except for the following cases:

- Golf Day - Registering a full team requires the registering entity to have a corporate membership. Player participation does not require individual membership;
- The Strata Starter and the A100 - An introductory level offering from SCA (Qld) that does not require membership;
- Lot Owner Education;
- Where specifically stated that the event is open to the public.

“Member” encompasses every person or company in the member register. Where a strata management company has a corporate membership, the individual employees may not require membership to attend SCA (Qld) functions. Strata Services and Strata Owner members are required to be individual members.

### 3.1. General cancellation and refund policy

If no specific cancellation and refund policy applies, the following is applicable:

Cancellations more than 4 weeks before the event are fully refunded. Within 4 weeks of up to three (3) business days before the event,

- A cancellation incurs a 50% administration fee or
- a transfer to another person is free of charge; or
- a hold over is possible free of charge (to the next event in the same region).

For cancellations within less than three (3) business days of an event no cancellation is permitted, however the registration may be transferred. All fees are forfeited for no shows.

If registration is held over it must be the next event following the one registered for. Transfers are not permitted for the substituting event. No shows at this event will mean you are forfeiting any fees previously paid and no refunds or further holding over will be possible.

### 3.2. Terms and Conditions for participants at all functions

**Privacy:** The Information Privacy Act 2009 provides that, before your name and contact information can be published on the conference delegate list, for distribution to fellow delegates or any other party, you must give your consent. If you DO NOT wish to have your name, address and details included in the list of delegates please indicate by emailing [events.qld@strata.community](mailto:events.qld@strata.community). SCA (Qld) takes reasonable steps to ensure your personal information is not exposed to misuse, loss or unauthorised access. At any event held by SCA (Qld), your image may be photographed or filmed at any time throughout the event. We may use, publish or reproduce your image or recording of you in any form of published communication material to promote our services and to report on its events through its publications and resource material such as our Annual Report, Inside Strata magazine, e-bulletins, website and direct email campaigns etc. Your consent to the use of your image in full or part for any SCA (Qld) related purpose is taken to be given by attending this event. Should you not wish to have your image photographed or filmed, please contact us on [events.qld@strata.community](mailto:events.qld@strata.community) to advise that you do not wish to be photographed or filmed.

**Program disclaimer:** Where a program has been released, SCA (Qld) reserves the right to alter, amend, vary or otherwise change the program at any time as circumstances dictate without further notice to registered delegates. Every effort will be made to provide a program of equivalent standard and value.

**Insurance disclaimer:** Registration fees do not include insurance of any kind. It is strongly recommended that at the time you register for the Conference and book your travel you take out an insurance policy of your choice. The policy should include (1) loss of fees/deposit through cancellation of your participation in the Conference; (2) loss through cancellation of the Conference; (3) loss of international/domestic air fares through cancellation for any reason including force majeure, medical expenses, loss or damage to person or property, additional expenses; and (4) repatriation should travel arrangements have to be altered. SCA (Qld) cannot take any responsibility for any participant failing to arrange his or her own insurance. SCA (Qld) does not provide insurance coverage for any accidental injuries, loss or damage for delegates at the events.

**Force Majeure:** Where there is an agreement between SCA (Qld) and a Sponsor or registrant, it is automatically null and void if any events offered are cancelled due to an act of God including, but not limited to, hurricane, earthquake, flood, volcanic eruption, tornado, famine, terrorism, or war. In the event of cancellation due to an act of God neither party shall be liable for any further payments.

**COVID-19:** Notwithstanding anything else herein contained, in the event that, one month before the event an authority has any restrictions in place due to COVID-19 surrounding how many persons can attend the function or venue; or, acting reasonably, that due to the prevalence of cases of COVID-19 in reasonable close proximity to the venue, this will negatively affect SCA (Qld)'s event, then SCA (Qld) may postpone the event. SCA (Qld) will offer a new date within 9 months in which case you are eligible for a credit with SCA (Qld) to the amount of your booking or you are bound by the cancellation terms and fees. Accommodation bookings are subject to the venue's terms and conditions and SCA (Qld) does not take responsibility for cancellations with any accommodation provider.

### 3.3. Payment terms

The payment policy applies to all members of SCA (Qld) and all supplier payments. SCA (Qld)'s standard payment terms are 14 days, unless otherwise stated. If payment for attendance at a function or sponsorship has not been paid in full within 14 days, from the date of invoice, SCA (Qld) has the right to cancel the registration or sponsorship.

## 4. Additional Terms and Conditions

### 4.1. General Webinars and Seminars

**Cancellation:** Cancellation more than three (3) weeks before the event is fully refunded. Cancellation three (3) weeks out, and up to two (2) business days before the event incurs a 50% administration fee of the total registration cost. Alternatively, a transfer to another member, or hold over is possible (to the next event in the same region) free of charge. If notice of cancellation is received less than two (2) business days before an event only transfers are permitted. All fees are forfeited for no shows. ALL cancellations or transfers must be received in writing to SCA (Qld)'s postal address or via email.

### 4.2. Annual Conference Registration

**Delegate Type:** All members are eligible to attend the Conference. Strata services companies are required to have corporate membership and at least one individual must be listed as a member.

**Close of registration:** Close of Early Bird registration (with accompanying payment) occurs six (6) weeks prior to the conference commencement. Standard registration (with accompanying payment) must be received at least three (3) business days prior to the commencement of the Conference.

**Registration:** Only the person listed as attending and therefore named on the Conference name badge may attend. You cannot purchase a 3 Day Full Registration and then send three (3) different people on each day and/or share one (1) name badge.

**Name badges:** Your name badge is your passport to access all events and meals included in your registration. Please ensure your badge is visible at all times.

**Cancellation policy and transfers:** Any cancellations received four (4) weeks prior of the event's commencement will be accepted with 75% of the delegate registration fee refunded. Cancellations received within four (4) weeks of the event commencement date will result in all related registration fees being forfeited by the delegate. Cancellations are only applicable in exceptional cases and at the discretion of SCA (Qld). Registration transfers will be accepted up to two (2) business days prior to the Conference commencement at no cost and are subject to the outlined "Delegate Type" criteria. ALL cancellations or transfers must be received in writing to SCA (Qld)'s postal address or via email to [events.qld@strata.community](mailto:events.qld@strata.community).

**Accommodation Disclaimer:** A number of rooms are secured for SCA (Qld) but are subject to availability. No guarantee can be given as to availability of the desired rooms or general availability.

**Unofficial Events/Outboarding:** SCA (Qld) will not permit any organisation who is not a sponsor of the conference to host any kind of events or meetings outside of the conference rooms, hotel hospitality suites or restaurants and encourage conference delegates to leave the organised official plenary/speaker sessions or social events. SCA (Qld) will not permit any organisation, whether they are a sponsor of the conference or not, to host any kind of invitation only or private event during or around the conference, using the conference delegates, that has not been booked and advertised through SCA (Qld). Breaking these conditions carries the penalty of suspension from the following year's state event.

**Suitcasing:** Suitcasing will not be tolerated. Any organisation who is not a sponsor of the event is NOT permitted to openly market products/services during the conference. This does not include conversing, handing out business cards/networking with delegates. It does include handing out any form of marketing material for products/services of the organisation and/or verbally marketing services and/or making appointments to meet with delegates. Clothing branded in any way with

identifying organisation logos or text is not permitted to be worn during the conference or its functions. Breaking these terms carries a fine equal to the cost of a major event sponsorship, ejection from the event, and the penalty of suspension from the next event.<sup>1</sup>

#### 4.3. Leadership Retreat

**Delegate Type:** The Leadership Retreat is exclusively for Principal Staff, Directors, or those who hold functions that enable them to make fiscal and business decisions for a Body Corporate management firm. Strata services providers, including those Strata service providers who also serve on the Board of Directors, are not able to register for the Leadership Retreat. Partners of delegates attending social functions, are not included as delegates for the purpose of the Retreat. Delegates must be employed by a body corporate management firm that holds membership with any of the Strata Community Association affiliates and chapters.

**Limitation of Delegate registrations per firm:** The Leadership Retreat delegation is capped at forty (40) registrations. Each body corporate management firm can register up to three (3) delegates and express interest in registering a fourth person at the time of registration.

**Close of registration:** Registrations close two (2) weeks prior to the Leadership Forum start date.

**Cancellation policy and transfers:** Any cancellations received four (4) weeks prior of the event's commencement will be accepted with 75% of the delegate registration fee refunded. Cancellations received within four (4) weeks of the event commencement date will result in all related registration fees being forfeited by the delegate. Cancellations are only applicable in exceptional cases and at the discretion of SCA (Qld). Registration transfers will be accepted up to two (2) business days prior to the Leadership Forum commencement at no cost and are subject to the outlined "Delegate Type" criteria. ALL cancellations or transfers must be received in writing to SCA (Qld)'s postal address or via email to [events.qld@strata.community](mailto:events.qld@strata.community).

**COVID -19 Cancellation Policy:** If the Retreat is cancelled by either party at any time due to the event not being permitted in the form originally planned under any State or Federal Government law, regulation or direction in force at the time of the event relating to the COVID-19 pandemic, SCA (Qld) will retain the fees to use towards a new event date. If the delegate is unable to attend the new date, SCA (Qld) will refund all monies paid, provided the delegate advises SCA (Qld) within four (4) months prior to the new event date. If a new event date is not achievable then SCA (Qld) will refund 100% of the Leadership Retreat registration monies paid by the delegate.

**Accommodation Disclaimer:** A number of rooms are secured for SCA (Qld) but are subject to availability. No guarantee can be given as to availability of the desired rooms or general availability.

**Unofficial Events:** SCA (Qld) will not permit any organisation to host any kind of event during or around the Forum, using the delegates registered for the Leadership Retreat.

#### 4.4. Golf Day

**Delegate Type:** All members are eligible to attend the Golf Day. Strata services companies are required to have corporate membership and at least one individual must be listed as a member in order to attend the Golf Day.

#### 4.5. Additional Sponsorship Conditions

SCA (Qld) extends to its corporate partners and sponsors a right of refusal to any and all sponsorship opportunities in order of level of sponsorship (high to low tier). The named company and their ABN are party to the agreement and no affiliated company may be permitted to utilize sponsorship entitlements booked.

SCA (Qld) makes every conceivable effort to ensure that the benefits detailed throughout the

prospectus are delivered at the highest possible standard based on the venue's facilities and capacity.

To maintain transparency across sponsorship, substituting intangible or tangible benefits for discounts or benefits that are otherwise not available to the relevant tier of sponsorship is not permitted.

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<sup>1</sup> This means that all corporate partners regardless of level of sponsorship will be able to choose their booth location. Thereafter Conference sponsors will be able to choose.

## 1.2 Golf Day Sponsorship Terms

**Sponsorship opportunities:** Sponsorship will be offered to corporate sponsors first in order of level of support. There will be a period of exclusivity until the sponsorship packages are released to the general public. There is no right to continue sponsorship of any golf day offering for past sponsors. The choice of location of the hole is always in order of corporate sponsorship and then Golf Day Hole sponsors thereafter.

**Eligibility:** Please be advised that in order for any sponsorship to be undertaken with SCA (Qld), the sponsor must be a current member (identified by ABN) of SCA and approved by SCA (Qld). Signing an application and returning it to SCA (Qld) does NOT guarantee that you are a sponsor of SCA (Qld)'s Golf Day. All bookings must be approved by SCA (Qld) in writing.

**Booking and Payment:** In order to reserve a sponsorship position, all sponsorships must be confirmed in writing by the sponsor. Full payment is required upon receipt of your sponsorship confirmation letter from SCA (Qld). The Sponsor will be billed by SCA (Qld) during the calendar year. Payment will be required within seven (7) days of invoicing to secure the sponsorship. Please make all cheques payable to: SCA (Qld) or pay via credit card as per invoice.

**Cancellation:** In the event of cancellation, notice must be received in writing. Cancellation of sponsorship will not be accepted inside 30 days prior to the Golf Day. Cancellations prior to this date will be granted, with a \$100 administration fee to apply. Should the Sponsor cancel after promotion has commenced, SCA (Qld) shall be entitled to all funds paid due to the commencement of promotions.

**Unofficial Events:** SCA (Qld) will not permit any organisation to host any kind of event during the Golf Day, using the Golf Day delegates. Breaking these conditions carries the penalty of suspension from the following year's Golf Day.

**Suitcasing:** Suitcasing will not be tolerated. Any organisation who is not a sponsor of the golf day is NOT permitted to openly market products/services during the golf day. This does not include conversing, wearing company banded shirts, handing out business cards/networking with delegates. It does include handing out any form of marketing material for products/services of the organisation and/or verbally marketing services. Breaking these terms carries a fine equal to the cost of a Hole Sponsorship, ejection from the golf day, and the penalty of suspension from the next event.

**Force Majeure:** An agreement is automatically null and void if any events listed in the Sponsorship Package are cancelled due to an act of God including, but not limited to, hurricane, earthquake, flood, volcanic eruption, tornado, famine, or war. In the event of cancellation due to an act of God neither party shall be liable for any further payments.

## 1.3 Annual Conference Sponsorship Conditions

SCA (Qld) extends to its corporate partners and sponsors a right of refusal to any and all sponsorship opportunities in order of level of sponsorship (high to low tier). The named company and their ABN are party to the agreement and no affiliated company may be permitted to utilize sponsorship entitlements booked.

**Sponsorship opportunities:** Sponsorship at the Conference requires corporate membership and at least one individual membership. The sponsoring entity is defined by their unique ABN and this company is entitled to promote their business. Annual Conference Sponsorship will be offered to corporate sponsors first in order of level of support. There will be a period of exclusivity until the sponsorship packages are released to the general public. There is no right to continue sponsorship of any conference offering for

past sponsors. The choice of booth location is always in order of corporate sponsorship and then

Conference sponsors thereafter.

**Eligibility:** The sponsor must be a current member of SCA (Qld) or a member of another SCA state or national branch. Signing the application and returning it to SCA (Qld) does NOT guarantee sponsorship of SCA (Qld)'s Conference. All bookings must be approved by SCA (Qld) in writing.

**Booking and Payment:** In order to reserve a sponsorship position, all sponsorships must be confirmed in writing by the sponsor. Full payment is required upon receipt of the sponsorship confirmation letter from SCA (Qld). The Sponsor will be billed by SCA (Qld) during the calendar year and payment will be required within 14 days of invoicing to secure the sponsorship. All cheques are payable to: Strata Community Association (Qld) or paid via credit card on the form provided.

**Cancellation:** In the event of cancellation, notice must be received in writing. Cancellation of sponsorship will not be accepted inside 60 days prior to the conference. Cancellations prior to this date will be granted, with a \$100 administration fee to apply. Should the Sponsor cancel after payment is made, SCA (Qld) shall be entitled to all funds paid due to the commencement of promotions.

**Unofficial Events/Outboarding:** SCA (Qld) will not permit any organisation who is not a sponsor of the conference to host any kind of events or meetings outside of the conference rooms, hotel hospitality suites or restaurants and encourage conference delegates to leave the organised official plenary/speaker sessions or social events. SCA (Qld) will not permit any organisation, whether they are a sponsor of the conference or not, to host any kind of 'invitation only' event during or within 2 hours of the start and end of the conference, using the conference delegates, that has not been booked and advertised through SCA (Qld). Breaking these conditions carries the penalty of suspension from the following year's state event.

**Assignment:** This agreement may not be assigned to others. The persons executing this agreement have the full authority to sign this agreement on behalf of the organisations they represent.

**Suitcasing:** Suitcasing will not be tolerated. Any organisation who is not a sponsor of the conference is NOT permitted to openly market products/services during the conference. This does not include conversing, handing out business cards/networking with delegates. It does include handing out any form of marketing material for products/services of the organisation and/or verbally marketing services and/or making appointments to meet with delegates. Clothing branded in any way with identifying organisation logos or text is not permitted to be worn during the conference or its functions. Breaking these terms carries a fine equal to the cost of a conference sponsorship, ejection from the conference, and the penalty of suspension from the next event.

**Reputation:** Both parties agree to use their best efforts to preserve and protect each other's reputation for the duration of this sponsorship. SCA (Qld) will use the best efforts available to protect and preserve the good standing developed by the Sponsor in the business and general community.

**The Full Agreement:** The agreement and any riders attached represent the full understanding between both parties. Any amendments to this agreement must be approved in writing and separately attached to this agreement.

**Acceptance:** To book a sponsorship package, the Sponsorship Booking Form must be returned. The signatories listed on the Booking Form confirm complete understanding and compliance with the terms and conditions described in this agreement. By signing the booking form they are bound by these terms and conditions.

#### 1.4 Corporate Sponsor Event

This event type is specifically held for the benefit of Corporate Sponsors. It may be limited to one type of corporate sponsor and exclude other levels of corporate sponsorship and types of membership as



defined in the individual event.

**Delegate Type:** The Corporate Sponsor Event is open to all Strata Management companies. Strata Services providers, including corporate Sponsors on other levels as the prescribed level are not able to register for the networking event, unless they also currently serve on the Board of Directors. Delegates must be employed by a body corporate management firm that holds membership with SCA (Qld)

**Close of registration:** Registrations close one (1) week prior to the event.

**Cancellation:** Cancellation more than four (4) weeks before the event are fully refunded. Cancellation less than four (4) weeks prior, and up to two (2) business days before the event incurs a 50% administration fee of the total registration cost. Alternatively, a transfer to another member is possible and is subject to the outlined “Delegate Type” criteria. If notice of cancellation is received less than two (2) business days before an event only transfers are permitted and all fees are forfeited for no shows. ALL cancellations or transfers must be received in writing to SCA (Qld)’s postal address or via email.

**Privacy:** The Privacy Act and Australian Privacy Principles provide that, before your name and contact information can be published on the delegate list, for distribution to fellow delegates or any other party, you must give your consent. If you DO NOT wish to have your name, address and details included in the list of delegates please indicate by emailing [events.qld@strata.community](mailto:events.qld@strata.community) . SCA (Qld) takes reasonable steps to ensure your personal information is not exposed to misuse, loss or unauthorised access. SCA (Qld) Partners will be provided with your contact details. At any event held by SCA (Qld), your image may be photographed or filmed at any time throughout the event. We may use, publish or reproduce your image or recording of you in any form of published communication material to promote our services and to report on its events through its publications and resource material such as our Annual Report, Inside Strata magazine, e-bulletins, website and direct email campaigns etc. Your consent to the use of your image in full or part for any SCA (Qld) related purpose is taken to be given by attending this event. Should you not wish to have your image photographed or filmed, please contact us on [events.qld@strata.community](mailto:events.qld@strata.community) to advise that you do not wish to be photographed or filmed.

**Unofficial Events:** SCA (Qld) will not permit any organisation to host any kind of event during or around the Gold Sponsor networking event, using the delegates.

### 1.5 New and Young Industry Professionals Evening

**Delegate Type:** The Early Career Function is exclusively for employees of Body Corporate Management companies who are 35 years of age or under and Members of the Board of Directors and SCA (Qld) staff. Delegates must be employed by a Body Corporate Management firm that holds membership with SCA (Qld).

**Close of registration:** Registrations close one (1) week prior to the event.

**Cancellation:** Cancellation more than four (4) weeks before the event are fully refunded. Cancellation less than four (4) weeks prior, and up to two (2) business days before the event, incurs a 50% administration fee of the total registration cost. Alternatively, a transfer to another member subject to the outlined “Delegate Type” criteria, or hold over is possible (to the next event in the same region) . If notice of cancellation is received less than two (2) business days before an event, only transfers are permitted and all fees are forfeited for no shows. ALL cancellations or transfers must be received in writing to SCA (Qld)’s postal address or via email.

**Privacy:** At any event held by SCA (Qld), your image may be photographed or filmed at any time throughout the event. We may use, publish or reproduce your image or recording of you in any form of

published communication material to promote our services and to report on its events through its

publications and resource material such as our Annual Report, Inside Strata magazine, e-bulletins, website and direct email campaigns etc. Your consent to the use of your image in full or part for any SCA (Qld) related purpose is taken to be given by attending this event. Should you not wish to have your image photographed or filmed, please contact us on [events.qld@strata.community](mailto:events.qld@strata.community) to advise that you do not wish to be photographed or filmed.

#### 1.6 Networking in partnership

**Cancellation:** Cancellation more than four (4) weeks before the event are fully refunded. Cancellation four (4) weeks out, and up to three (3) business days before the event, incurs a 50% administration fee on the total registration cost. Alternatively, a transfer to another member, or hold over\* is possible (to the next event in the same region). If notice of cancellation is received less than twenty four (24) hours before an event, no transfer or cancellation is permitted and all fees are forfeited for no shows. 0% will be refunded. ALL cancellations or transfers must be received in writing to SCA (Qld)'s postal address or via email.

**Partnering:** Networking events are held at partnering SCA (Qld) member offices that agree to facilitate the function as set out in the following procedure. SCA (Qld) promotes the event adequately to ensure success. The host is permitted to extend invitations to non-members; however re-imbursement for their expenses cannot be done through SCA (Qld).

*\* If registration is held over it must be the next event following the one registered for. Transfers are not permitted for the substituting event. No shows at this event will mean you are forfeiting any fees previously paid and no refunds or further holding over will be possible.*