



# **REGODIRECT CONFERENCE ORGANISER TERMS OF USE**

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Date

2011

**CONFERENCE COMMUNICATION SYSTEMS:**

Address: PO Box 403, Caringbah NSW 1495  
Fax: +61 2 9540 4246  
Email: contact@conferencesystems.com.au

(“We/Us”)

**[PCO NAME ACN & ADDRESS]:**

Address: PCO address  
Email: PCO email

Details must be entered in the set up page for every website established by you or by this agreement in writing by you.

(“You”)

**1. Definitions & interpretation**

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1.1 In this *agreement*, unless otherwise indicated, these terms mean:

“**agreement**” means the agreement comprising this document, a *service proposal* and *policies*

“**business day**” means a day other than a Saturday, Sunday, bank holiday or public holiday in the state or territory the laws of which apply to this document

“**delegate**” means all persons and corporations attending or involved in any way in an *event*

“**event**” means a conference or any other event published by *you* on *RegoDirect*

“**party**” means a person defined at the beginning of this *agreement* as a party. Where a person is a party in the capacity of a guarantor only, unless the context otherwise indicates, this *agreement* does not create rights and obligations otherwise than as a guarantor

“**policies**” means *our* policies on various issues relating to *our* services and terms of trade published from time to time on *RegoDirect*. They include *our* privacy policy which imposes privacy obligations on *you* as a user of *RegoDirect*.

“**RegoDirect**” means *our* website located at URL, [www.regodirect.com.au](http://www.regodirect.com.au)

“**service**” means the integrated portal to enable *you* to design, construct and manage *your* own on-line event registration facility on *RegoDirect* as modified by *us* from time to time

“**service proposal**” means the document (which may include a formal document, letter, email or similar) provided by *us* to *you* particularising the terms on which the

*service* shall be licensed to *you* (which may be for a single *event*, multiple events, a term or any other basis) *our* fees and charges and any other terms and conditions.

- 1.2 The following rules of interpretation apply unless the context requires otherwise:
- (a) the singular includes the plural and conversely;
  - (b) a gender includes all genders;
  - (c) the reference to “person” includes a corporation.

## **2. Formation of Agreement**

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- 2.1 This *agreement* describes the terms and conditions that govern *your* use of *our service* at *RegoDirect*. The *agreement* comprises:
- (a) the *service proposal*;
  - (b) this document; and
  - (c) *policies* (which change from time to time) published on *RegoDirect*.
- 2.2 Each time *you* use *our service*, *you* confirm *your* agreement to be bound by the *service proposal*, this document and the terms of our *policies* at the date *you* use *our service*. *We* will ask *you* to sign and return a copy or otherwise acknowledge the terms of the *service proposal*. However, if *you* do not sign a copy or otherwise acknowledge the terms of the *service proposal*, *you* agree with the terms of the *service proposal* at the time *you* first use *our service* for that *event*.
- 2.3 A *service proposal* may contain conditions that vary or supplement this document, in which case, to the extent of any inconsistency, the terms of the *service proposal* shall prevail.
- 2.4 No agency, partnership or similar relationship is intended to be created by this *agreement*. In particular, *you* have no authority to bind *us* in any way.

## **3. Service**

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- 3.1 The *service* we provide is an integrated portal to enable *you* to design, construct and manage *your* own on-line event registration facility for use by *you* and *delegates*. It may provide a link to your nominated payments gateway. *We* are not involved in the transactions between *you* and *delegates*, *you* and your nominated payments gateway, nor *delegates* and your nominated payments gateway.
- 3.2 *We* provide the *service* on an “as is” basis. To the extent permitted by law, *we* disclaim any implied warranties of fitness for a particular purpose.
- 3.3 *We* do not guarantee continuous, uninterrupted or secure access to *RegoDirect*. The operation of *RegoDirect* may be interfered with by numerous factors outside of *our* control. To the extent that such factors are outside of *our* control, *we* shall not be liable for any loss to *you*.
- 3.4 This *agreement* shall remain in effect until completion of the *event* referred to in a *service proposal*.

- 3.5 We reserve the right to decline to provide a proposal to *you* for any particular *event* in *our* absolute discretion.

#### **4. Use of service**

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- 4.1 The right to use the *service* is personal to *you*. *You* may use the *service* on behalf of clients as a professional conference organiser; however, *you* agree not to permit any other person to use the *RegoDirect* administrator access facilities provided to *you*.
- 4.2 *You* agree that *your* information published on *RegoDirect* will not in any way, be potentially or actually harmful to *us* or any third party where "*harm*" includes economic and non-economic loss. *Your* published information must not:
- (a) be false, inaccurate, misleading or deceptive;
  - (b) be fraudulent;
  - (c) violate any law including laws relating to consumer protection, unfair competition, anti-discrimination and trade practices;
  - (d) be defamatory, threatening or harassing;
  - (e) be obscene or contain any material that, in *our* absolute discretion, is in any way inappropriate or unlawful;
  - (f) contain content that is prohibited or that, in *our* sole and absolute discretion, may be prohibited content for the purposes of the *Broadcasting Services Act 1992 (Cth)*;
  - (g) contain malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of *RegoDirect*;
  - (h) create liability for *us* or cause *us* to lose the services of *our* ISPs or other suppliers;
  - (i) link directly or indirectly to or include goods or services that are prohibited under this *agreement*.

#### **5. Payments**

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- 5.1 *You* agree to make all payments due under this *agreement* within 14 days of the date *we* issue a *tax invoice* to *you*.
- 5.2 *You* agree to pay interest on overdue amounts at the cash rate published by the Reserve Bank of Australia from time to time, plus 4%, calculated daily from the due date until the payment date.

#### **6. Delegate payments**

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*You* acknowledge that before offering *delegates* an on-line payment facility; *you* are required to establish an agreement with an on-line payment gateway service approved by *us*. *You* acknowledge *RegoDirect* transfers *delegates* to *your* nominated payment gateway to conduct the payment transaction. *We* are not otherwise involved in the transactions involving *your* nominated on-line payment gateway service provider.

## **7. Liability limit**

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- 7.1 To the extent permitted by law, in no *event* shall *we* or *our* suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with *RegoDirect*, *our service* or this *agreement* (however arising, including negligence). *You* agree to accept sole responsibility for the legality of *your* actions under the laws which apply to *you*. *You* agree that *we* have no responsibility for the legality of *your* actions.
- 7.2 To the extent permitted by law, *our* liability to *you* or any third parties in any circumstances is limited to the greater of:
- (a) the amount of fees *you* pay to *us* for the *event*; or
  - (b) \$1,000.00.

## **8. Indemnity**

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- 8.1 *You* indemnify *us* against any and all loss, damage, or liability incurred or suffered (including legal fees and costs on a solicitor and own client basis) if *we* become liable to pay damages arising out of or as a consequence of or incidental to:
- (a) the non-performance by *you* of *your* obligations and duties under this *agreement*;
  - (b) *your* obligations to any of *your* clients or *delegates*; or
  - (c) the non-performance by *you* or *your* nominated on-line payment gateway service provider of the obligations and duties to be performed under an on-line payment gateway service agreement or as an incidence of that service provider and client relationship generally.

## **9. Intellectual property**

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- 9.1 *You* agree to only upload to and publish on *RegoDirect* copyright works, trade marks and confidential information owned by *you* or in respect of which *you* have a licence authorising use in that manner for the duration of the publication. *You* agree if requested by *us*, to provide confirmation of such ownership or licence.
- 9.2 Solely to enable *us* to use the information *you* supply to *us*, so that *we* are not violating any rights *you* may have in that information, *you* agree to grant to *us* a non-exclusive, worldwide, perpetual, irrevocable, royalty free right to use the copyright work, trade marks and confidential information on *RegoDirect*.
- 9.3 *You* agree that *you* will not copy, reproduce, alter, modify, and create derivative works or publicly display any content (except *your* information) from *RegoDirect* without *our* prior permission.

## **10. Breach and termination**

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- 10.1 *We* may terminate this *agreement* by written notice effectively immediately in the event *you* commit any act of bankruptcy (as defined by the *Bankruptcy Act 1996 (Cth)*), make

a scheme of arrangement with creditors, are placed in receivership, liquidation, administration or any form of insolvency administration.

10.2 We may terminate this *agreement* where:

- (a) you have breached a provision of this *agreement*; and
- (b) we have given you written notice requiring rectification of the breach; and
- (c) you have failed to rectify the breach within a reasonable period to our satisfaction.

10.3 On termination of this *agreement*, we shall provide to you a copy of all information stored on *RegoDirect* relevant to the *event*.

## 11. Notices

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### 11.1 Method of giving notices

A *notice*, consent, approval or other communication (each a "*notice*") under this document must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is given and:

- (a) sent by pre-paid mail to that person's postal address;
- (b) transmitted by facsimile to that person's facsimile number; or
- (c) sent by electronic mail to that person's email address.

### 11.2 Time of receipt

A *notice* given to a person in accordance with the clause is treated as having been given and received:

- (a) If sent by pre-paid mail, on the third *business day* after posting;
- (b) If transmitted by facsimile to a person's facsimile number and a correct and complete transmission report is received, on the day of transmission if a *business day*, otherwise on the next *business day*; or
- (c) If sent by electronic mail and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted, on the day of sending if a *business day*, otherwise on the next *business day*.

## 12. General

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### 12.1 Amendment

This *agreement* may only be amended or supplemented in writing, signed by the *parties*.

### 12.2 Waiver

The non-exercise of or delay in exercising any power or right of a *party* does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or

right. A power or right may only be waived in writing, signed by the *party* to be bound by the waiver.

### 12.3 **Liability of parties**

If two or more persons are included within the same defined term in this *agreement*:

- (a) a liability of those persons under this *agreement* is a joint liability of all of them and a several liability of each of them;
- (b) a right given to those *parties* under this *agreement* is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by each of them is made by each of them in respect of itself.

### 12.4 **Entire agreement**

This *agreement* is the entire agreement of the *parties* on the subject matter. The only enforceable obligations and liabilities of the *parties* in relation to the subject matter are those that arise out of the provisions contained in this *agreement*. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this *agreement*.

### 12.5 **Severability**

Any provision in this *agreement* which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of that invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

### 12.6 **Assignment**

The rights under this agreement are personal to *you*. *You* may not transfer or assign *your* rights to a third party without *our* prior written consent.

### 12.7 **Counterparts**

This *agreement* may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

### 12.8 **Attorneys**

Each attorney who executes this *agreement* on behalf of a *party* declares the attorney has no notice of the revocation or suspension of the power of attorney by the grantor or in any manner of the power of attorney under the authority of which the attorney executes this *agreement* and has no notice of the death of the grantor.

### 12.9 **Confidentiality**

Each *party* must treat the existence and terms of this *agreement* confidentially.

### 12.10 **GST**

- (a) If a *party* makes a *taxable supply* to another *party* under or in connection with this *agreement*, then (unless the consideration is expressly stated to be inclusive of GST) the consideration for that *supply* is exclusive of GST, and in addition to paying or providing that consideration the *recipient* must:

- (i) pay to the *supplier* an amount equal to any *GST* for which the *supplier* is liable on that *supply*, without deduction or set-off of any other amount; and
  - (ii) make that payment as and when the consideration or part of it must be paid or provided, except that the *recipient* need not pay unless the *recipient* has received a *tax invoice* (or an adjustment note) for that *supply*.
- (b) If a *party* provides payment for or any satisfaction of a claim or a right to claim under or in connection with this *agreement* (for example, for a breach of any *warranty* or for reimbursement of any expense) that gives rise to a liability for *GST*, the provider must pay, and indemnify the claimant against, the amount of that *GST*.
- (c) If a *party* has a claim under or in connection with this *agreement* for a cost on which that *party* must pay an amount for *GST*, the claim is for the cost plus all amounts for *GST* (except any amount for *GST* for which that party is entitled to an *input tax credit*).
- (d) If a *party* has a claim under or in connection with this *agreement* whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for *GST* (whether that amount is separate or included as part of a larger amount).

## **13. Law and jurisdiction**

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### **13.1 Governing law**

This *agreement* is governed by the law in force in New South Wales.

### **13.2 Submission to jurisdiction**

The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with this *agreement*.