

Terms and Conditions – Live Face to Face Conferences and Masterclasses, Live Online Conferences and Masterclasses and Live Webinars

1. In these terms,
 - a. “TEN” means Television Education Network Pty Ltd
 - b. “You” means the person who has registered to attend or the person or persons who attend(s) the conference (if different from the person registered)
 - c. “Plan” means the COVID-Safe Plan for the conference described below.
 - d. “Conference” means the live face to face or live or recorded online educational event or which you have registered (by whatever name called and includes conferences, masterclasses, webinars and webinar series).
 - e. “Live conference” means a conference other than a recorded conference.
 - f. “recorded conference” means a recording of a presentation or a series of presentations which you can view at a time of your choosing
 - g. “online” in relation to a conference means a conference you attend by viewing the conference over the Internet
 - h. “face to face” in relation to a conference means a conference held in an external venue where you view the conference in the conference room

General – all conferences

2. TEN may change the program for a live conference as described in the brochure you have downloaded or in the TEN website without notice to you in any manner and at any time.
3. The information and opinions of presenters at the conference are not necessarily those of TEN and are in the nature of general information and not professional advice and you rely on these at their own risk. TEN is not responsible for the accuracy of the information or the correctness of the opinions offered by presenters at the conference.
4. TEN is not responsible for any financial or other losses incurred by you or for injury or damage to persons or property which occur at or in connection with the conference.

COVID Safe Plan – face to face conferences

5. If the conference is held face to face, TEN will conduct the conference in accordance with a COVID Safe Plan. You agree to comply with that Plan at the conference. If you fail to comply with the Plan, you agree to leave the conference immediately at the request of a TEN staff member or venue staff member. If you leave under these circumstances, you will not be entitled to a refund of any part of the registration fee. TEN will not be responsible for any travel or accommodation costs or fees incurred by you in relation to the conference or as a result of you leaving the conference early.

Conversion of face to face conferences to live online conferences

6. If the conference is being held face to face, TEN reserves the right to convert the conference on no less than 24 hours’ notice to an online conference or to cancel the conference if TEN determines that it is unable to hold the conference face to face for any one or more of the following reasons:
 - a. State or national border closures
 - b. Restrictions on movement of persons imposed on persons by any responsible authority in Australia

- c. The inability or refusal of one or more presenters or TEN team members to attend the conference to present
 - d. In its opinion, it is unsafe to hold the conference face to face for any reason.
7. If TEN converts the conference from face to face to online or cancels the conference, TEN will not be responsible for any loss or damage you suffer as a result, including any travel costs relating to the conference and you will not be entitled to a refund as a result of the conversion.

Live and Recorded Online Conferences and Webinars and Recorded Webinar Series

- 8. TEN will stream a conference available online live over the Internet on the date and at the time advertised. Times are Australian Eastern Standard Time or Daylight Savings Time unless otherwise stated.
- 9. If you have purchased a recorded conference, you may view it over the Internet at a time of your choosing within the time period specified at the time you make your purchase
- 10. You are responsible for ensuring that you have the necessary equipment and Internet connection to watch the conference and TEN is not responsible for your inability to watch any part of the conference due to the failure of your equipment or problems with Internet connectivity.
- 11. TEN may interrupt or delay transmission of a live online conference for short periods of time due to technical difficulties.
- 12. TEN may postpone a live online conference to another date and time due to technical difficulties.
- 13. You will not be entitled to a refund for any delay or postponement.

Copyright

- 14. The copyright in materials prepared by presenters at a conference and made available to you by TEN is and remains the property of each presenter.
- 15. You are entitled to use those materials for private study and research only.
- 16. The copyright in the live stream and in any recording of a conference offered online is the property of TEN.
- 17. You are entitled to watch a conference for private study and research only.

Conference cancellation by TEN – all conferences

- 18. TEN reserves the right to cancel a conference for any reason.
- 19. If TEN cancels the conference, you will be entitled either to a refund of the registration fee you have paid or to a credit equal to that fee which you can use to purchase another TEN product within 12 months of the first day of the cancelled conference.

Cancellation by You – all conferences

- 20. Refunds for registration cancellation by you:
 - a. If actually received by TEN within 10 days of the first day on which the conference is to be held, 85% of the registration fee you have paid
 - b. Otherwise, no refund.

Governing Law – all conferences

- 21. The agreement between TEN and you is governed by the laws in force in the State of Victoria and the courts and tribunals of that State have sole jurisdiction to determine disputes arising in relation to it.

Conference e-books

The information and views contained in conference e-books ("Materials") are not necessarily those of TEN. The Materials are provided for educational purposes only. They may not be relied on as and are not a substitute for professional advice. No guarantee is made as to the accuracy, adequacy or completeness of the information provided and all warranties are excluded to the maximum extent permitted by law. TEN's maximum liability to the purchaser in all instances is limited to refund of the purchase price paid. The Purchaser is granted non-exclusive licence use the Materials for the sole purpose of the professional development of its employees. The Purchaser may not copy, hire, charge for or distribute the Materials.

Conditions of Sale & Supply of Sound Education Subscription Services

TEN supplies Sound Education (“the Subscription Service”) subject to the following terms and conditions which the Customer agrees to observe and use its best endeavours to ensure all of its users of the Subscription Service observe:

1. INTERPRETATION

1.1 In these conditions:

“Customer” means the subscriber to the Subscription Service.

“Letter of Confirmation” means the letter from TEN to the Customer confirming the details of the Customer’s subscription.

“Instalment” means each delivery of the CDs or podcast programs constituting the Subscription Service.

“Intellectual Property Rights” means without limitation, the trademarks, copyright, confidential information, instructions, advertising and promotional material of which TEN is the author, proprietor, owner or licensee.

“Subscription Service” means the Intellectual Property Rights in the audio cassettes or CDs supplied pursuant to the Subscription Service.

“TEN” means Television Education Network Pty Ltd ACN 052 319 365, ABN 19 052 319 365

1.2 Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

2. INTELLECTUAL PROPERTY

2.1 TEN grants to the Customer a non-transferable and non-exclusive licence in respect of the Subscription Service subject to clause

2.2 The following persons may view the Subscription Service:

(a) a partner in a professional practice of the Customer

(b) employees of the Customer, and

(c) employees of any service entity in which the Customer has an equitable interest, who in the normal course of their employment work at the address on tax invoice sent to the Customer for the Subscription Service

2.3 The Customer must not make any use of the Subscription Service other than that permitted by this clause.

2.4 The trademarks, TEN and the TEN logo are trademarks of TEN. All other trademarks displayed are trademarks of their respective owners. Nothing contained in these conditions should be construed as granting any licence or right of use of any trademark without the express written permission of TEN or the trademark owner.

3. PROPERTY IN THE SUBSCRIPTION SERVICE

TEN and the Customer agree that property in the Subscription Service remains with TEN until TEN has been paid in full under the individual contracts for the supply of the Subscription Service between TEN and the Customer.

4. DELIVERY

The delivery times made known to the Customer are estimates only and TEN is not liable for late delivery or non-delivery.

5. TERMS IMPLIED BY LAW

5.1 Except as provided in these conditions all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Subscription Service for any purpose are expressly excluded.

5.2 The maximum liability of TEN under these terms and conditions for any reason whatsoever, whether arising in tort or contract or any other cause of action is limited to the subscription fee of the Subscription Service provided that the Customer notifies TEN of any claim at or below this amount no later than 30 days after the cause of action is identified by the Customer.

6. PROFESSIONAL ADVICE

The Subscription Service is a selective update providing a review of recent developments in the field covered by the Subscription Service and is not intended to be a substitute for legal, accounting or other professional advice on particular situations. The Subscription Service should not therefore be relied on in that respect – TEN and its contributors take no responsibility for loss or damage resulting from such reliance.

7. ACCURACY OF INFORMATION

TEN and its contributors make every effort to ensure that the Subscription Service is up to date, correct and complete at the date of publication. TEN and its contributors are not responsible for any errors or omissions but will gladly correct any errors or omissions that are notified in writing by the Customer in a later instalment or set of printed materials.

8. PRICES

Unless otherwise stated all prices quoted by TEN are inclusive of Goods and Services Tax.

9. PAYMENT

The subscription fee in relation to the Subscription Service is payable within 14 days of the date of the invoice unless other terms of payment are expressly agreed in writing.

10. RETURN OF FAULTY INSTALMENTS

If an Instalment is faulty, TEN will use its best endeavours to provide a replacement provided that the faulty Instalment is not older than 12 months.

11. SUBSCRIPTION SERVICES sold

The Subscription Service to be supplied by TEN to the Customer is as described in the Letter of Confirmation and the description in the Letter of Confirmation prevails over all other descriptions.

12. CANCELLATION

Subscriptions are sold for a period of 12 months. Once a subscription has commenced, no order may be cancelled except with consent in writing and on terms which will indemnify TEN against all losses.

13. VARIATION

TEN may from time to time change these terms and conditions by providing the Customer with notice of the change in writing. The Customer may terminate this contract without charge in writing to TEN within 10 days of receiving TEN's notice of a change to the terms and conditions.

14. PLACE OF CONTRACT

14.1 The contract is made in the state of Victoria.

14.2 The parties submit all disputes arising between them to the courts of Victoria and any court competent to hear appeals from those courts of first instance.

Conditions of Sale & Supply of Lawyers Webinar Select and Accountants Webinar Select Subscription Services

TEN supplies The Webinar Select (“the Subscription Service”) subject to the following terms and conditions which the Customer agrees to observe and use its best endeavours to ensure all of its users of the Subscription Service observe:

1. INTERPRETATION

1.1 In these conditions:

“Customer” means the subscriber to the Subscription Service.

“Letter of Confirmation” means the letter from TEN to the Customer confirming the details of the Customer’s subscription.

“Instalment” means each delivery of the recorded webinar programs and supporting written materials constituting the Subscription Service.

“Intellectual Property Rights” means without limitation, the trademarks, copyright, confidential information, instructions, advertising and promotional material of which TEN is the author, proprietor, owner or licensee.

“Subscription Service” means the Intellectual Property Rights in the recorded webinar programs and supporting written materials supplied pursuant to the Subscription Service.

“TEN” means Television Education Network Pty Ltd ACN 052 319 365, ABN 19 052 319 365

1.2 Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

2. INTELLECTUAL PROPERTY

2.1 TEN grants to the Customer a non-transferable and non-exclusive licence in respect of the Subscription Service subject to clause 2.2

2.2 The following persons may view the Subscription Service:

(a) a partner in a professional practice of the Customer

(b) employees of the Customer, and

(c) employees of any service entity in which the Customer has an equitable interest, who in the normal course of their employment work at the address on tax invoice sent to the Customer for the Subscription Service

2.3 The Customer must not make any use of the Subscription Service other than that permitted by this clause.

2.4 The trademarks, TEN, the TEN logo and the New Media logo are trademarks of TEN. All other trademarks displayed are trademarks of their respective owners. Nothing contained in these conditions should be construed as granting any licence or right of use of any trademark without the express written permission of TEN or the trademark owner.

3. PROPERTY IN THE SUBSCRIPTION SERVICE

TEN and the Customer agree that property in the Subscription Service remains with TEN until TEN has been paid in full under the individual contracts for the supply of the Subscription Service between TEN and the Customer.

4. DELIVERY

The delivery times made known to the Customer are estimates only and TEN is not liable for late delivery or non-delivery.

5. TERMS IMPLIED BY LAW

5.1 Except as provided in these conditions all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Subscription Service for any purpose are expressly excluded.

5.2 The maximum liability of TEN under these terms and conditions for any reason whatsoever, whether arising in tort or contract or any other cause of action is limited to the subscription fee of the Subscription Service provided that the Customer notifies TEN of any claim at or below this amount no later than 30 days after the cause of action is identified by the Customer.

6. PROFESSIONAL ADVICE

The Subscription Service is a selective update providing a review of recent developments in the field covered by the Subscription Service and is not intended to be a substitute for legal, accounting or other professional advice on particular situations. The Subscription Service should not therefore be relied on in that respect – TEN and its contributors take no responsibility for loss or damage resulting from such reliance.

7. ACCURACY OF INFORMATION

TEN and its contributors make every effort to ensure that the Subscription Service is up to date, correct and complete at the date of publication. TEN and its contributors are not responsible for any errors or omissions but will gladly correct any errors or omissions that are notified in writing by the Customer in a later instalment or set of printed materials.

8. PRICES

Unless otherwise stated all prices quoted by TEN are inclusive of Goods and Services Tax.

9. PAYMENT

The subscription fee in relation to the Subscription Service is payable within 14 days of the date of the invoice unless other terms of payment are expressly agreed in writing.

10. RETURN OF FAULTY INSTALMENTS

If an Instalment is faulty, TEN will use its best endeavours to provide a replacement provided that the faulty Instalment is not older than 12 months.

11. SUBSCRIPTION SERVICES SOLD

The Subscription Service to be supplied by TEN to the Customer is as described in the Letter of Confirmation and the description in the Letter of Confirmation prevails over all other descriptions.

12. CANCELLATION

Subscriptions are sold for a period of 12 months. Once a subscription has commenced, no order may be cancelled except with consent in writing and on terms which will indemnify TEN against all losses.

13. VARIATION

TEN may from time to time change these terms and conditions by providing the Customer with notice of the change in writing. The Customer may terminate this contract without charge in writing to TEN within 10 days of receiving TEN's notice of a change to the terms and conditions

14. PLACE OF CONTRACT

14.1 The contract is made in the state of Victoria.

14.2 The parties submit all disputes arising between them to the courts of Victoria and any court competent to hear appeals from those courts of first instance.