



# Australian Childcare Alliance Victoria

## Terms and Conditions Policy

### About

This Terms and Conditions Policy was created on 24 February 2016 and posted online on 11 April 2016. It is effective from 11 April 2016.

### Scope and Consent

As the peak association for privately owned long day care centres in Victoria, Australian Childcare Alliance Victoria (ABN 61 953 934 130) provides a range of Membership and other associated services (collectively "Services") to centre owners and their staff.

Please read these Terms and Conditions carefully before purchasing our Services. By purchasing our Services, you agree to be bound by these Terms and Conditions. These Terms and Conditions are based on relevant Australian Consumer Law.

### Additional Seller Terms and Conditions

In some instances, our Services are also sold subject to any additional terms and conditions of the organisation delivering a particular event ("Seller's Terms"). The Seller's Terms may be disclosed as part of the event information on ACA Victoria's website or on request from the Seller.

### Purchasing Services

ACA Victoria Services can be purchased on our website or by phone on 03 9532 2017. As a membership association, we reserve the right to charge preferential prices for Members to access our Services. All Services will be advertised on our website and will include relevant prices and other information pertinent to the Service purchased. For example, this may include event dates, times, venues and speakers.

### Refunds, exchanges and replacements

- ACA Victoria will only offer a refund for a Service that relates to an event being delivered by ACA Victoria. In this instance, a refund will be issued if an event is cancelled, rescheduled or significantly relocated (and you cannot or do not wish to attend the rescheduled or relocated event), or to the extent otherwise required by law (including the Australian Consumer Law). You must apply for a refund within 5 business days of the scheduled event.
- If an event is cancelled, rescheduled or significantly relocated, all liability is limited to the amount of the event (including any fees or charges). Proof of purchase will be required for any refund or exchange. ACA Victoria will not be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.
- ACA Victoria will only replace lost, stolen, damaged or destroyed event tickets if the authenticity of the ticket can be verified, including proof of purchase, and if you give reasonable notice before the event. ACA Victoria will charge a \$25 administration fee for the replacement of tickets.
- ACA Victoria does not offer refunds or exchanges as a result of a change in your personal circumstances.

## **Variations to Services, including Events**

ACA Victoria will, from time to time, add new Services to its website. In relation to Events, we reserve the right to add, withdraw, reschedule or substitute speakers and/or vary advertised programs, prices, venues, seating arrangements (including ticket categories) and capacity.

## **Conditions of entry to Events**

Admission to an event is subject to the following terms:

- You may be denied entry into, or removed from, an event where ACA Victoria has reasonable grounds to do so, including if you breach these Terms and Conditions, or you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the event by others.
- If you arrive late, you may not be admitted until a suitable break in the event.
- You may not be permitted to take into the event, or use, cameras or other photographic or recording equipment (including mobile phones).
- Entry to an event may be refused if the authenticity or validity of a ticket is questionable, including because the ticket has been damaged or defaced in any way, or has not been purchased from Trybooking or other authorised points of sale.

## **Resale of Services**

ACA Victoria strictly prohibits the resale of purchased Services. This conduct may attract criminal penalties pertaining to Australian Consumer Law.

## **Member Discounts**

Discounts are made available to ACA Victoria members as a member benefit. Your membership number must be provided at the time of purchasing Services to obtain the benefit.

## **Delivery of Services, including Tickets**

Delivery of Services purchased from ACA Victoria will vary depending on the service provided. All Services will be posted to the purchaser.

## **Limitations**

Generally ACA Victoria places no limitations on the amount of Services available for purchase. We reserve the right to limit the number of tickets available for specific Services and events based on availability and venue capacity. We also reserve our rights to:

- limit the number of Services or tickets purchased to ensure equitable access to particular events; and
- limit some Services to Members only as a member benefit.

## **Errors**

While ACA Victoria takes all reasonable care to ensure that Services are correctly priced and only available for sale when intended, sometimes errors may occur. ACA Victoria may cancel an order made as a result of any such error, although in the case of a pricing error ACA Victoria will endeavour to contact you to give you the option of purchasing the ticket at the correct price.

Information regarding the pricing of ACA Victoria services can be found on our website – [www.vic.childcarealliance.org.au](http://www.vic.childcarealliance.org.au)

## **ACA Victoria Online Terms of Use and Privacy Policy**

The Website Terms of Use and the ACA Victoria Privacy Policy are incorporated into these Terms and Conditions and apply to all sales through this Site.

### **Question or Complaints**

If you have a question or a complaint about this Terms and Conditions Policy, you can contact ACA Victoria as follows:

- E - [vic@childcarealliance.org.au](mailto:vic@childcarealliance.org.au)
- P – 03 9532 2017
- F – 03 9532 3336.

### **Changes to this Policy**

We may amend this Terms and Conditions Policy at any time by posting the amended terms on this site. All amended terms automatically take effect 30 days after they are posted. We will announce any material changes to this Terms and Conditions Policy via the website.