



**CITY OF
PARRAMATTA**

General Terms and Conditions

For Programs, Activities and Events
December 2021

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General Terms and Conditions

By registering in the Program, you acknowledge and agree to the following terms and conditions:

1. Proof of registration should be retained and be made available for inspection by Council upon request to confirm the Participant's registration. You may be required to submit certain information in order for the Participant to attend and participate in the Program.
2. The Participant's participation and attendance of the Program is at the Participant's own risk. Although Council Officers and/or affiliates may supervise the Program, there are inherent risks in every activity which cannot be eliminated. It is your responsibility to ensure that the Participant participates in the Program in a safe environment.
3. To the fullest extent permitted by law, you release and indemnify Council, its officers and affiliates from and against any injury, death, loss, costs, expenses, demands or liability, whether directly or indirectly, arising out of or in connection with the Program.
4. You warrant that the Participant does not have any medical, physical or psychological conditions which may or will be affected by the Participant's participation in the Program. If the Participant has a medical condition, you are responsible for obtaining medical clearance before participating in the Program. You must provide a copy of the medical clearance certificate to Council upon request.
6. In case of any incident, you give permission to Council Officers and/or Affiliates to seek medical treatment for the Participant and you agree to cover the full cost of any treatment needed.
7. You must comply with any reasonable directions of Council in relation to the Program, public health and safety.
8. Any information as part of the Program is provided as a general guide only. You should seek your own professional advice before relying on the information.
9. Permission from Council is required before taking photographs or filming in and during the Program. Identifiable images of people should be avoided in photographs or films, without their permission.
10. Council reserves the right to amend these Terms and Conditions without notice.

Notice of Filming and Photography

11. You give permission for Council to take photos / videos of the Participant while participating in the Program. You agree that Council may use such photos / videos for any Council purposes and that Council owns all intellectual property rights in the photos / videos. Please contact the specified organiser if you do not provide consent to have you and/or the Participant's image be used for promotional purposes by City of Parramatta.

COVID-19 Responsibilities

10. You agree to comply with all applicable public health orders, restrictions and guidelines issued by an authority in relation to COVID-19 including the condition of participation and entry of the Premises where the Program is held.

Cancellation & Refund Policy

11. Fees are non-refundable and are non-transferrable. Council cannot accept responsibility for changes to the Participant's personal circumstances that prevent attendance and participation. There are no part transfers or refunds if the Participant misses a session.
12. You may be entitled for a refund in an event of cancellation by Council. Council will not be liable in any way for any loss incurred as a result of cancellation of the Program. Refund will be paid through the secure payment gateway within the online ticketing system.
13. Council reserves the right to provide a refund subject to the cancellation and refund conditions stated for that specific program. Council reserves the right to amend or waive the Program's advertised refund policy.

Participant Conduct

14. The Participant must:
 - (a) treat Council staff (and Affiliates) and other participants with respect;
 - (b) comply with the safety instructions provided;
 - (c) comply with the code of conduct and condition of entry set by the Premises where the Program is being held; and
 - (d) not interfere with the work of others and will not behave in a way that puts the safety of a person (including the Participant) at risk.
15. If the Participant breaches the terms and condition, behaves inappropriately or refuses to comply with Council's or the Affiliate's reasonable directions, the Participant may be asked to leave the Program or Premises.

Online Participation

16. You acknowledge and agree that the Program will be conducted online. The Participant's name and image may be displayed and viewable by other participants of the Program. You must ensure that any images or objects visible in the background are appropriate to share.
17. It is your responsibility to ensure that the Participant is participating in a safe environment during the online program. More information on how to stay safe when participating online may also be found through Australia's eSafety Commissioner- <https://www.esafety.gov.au/> and <https://www.esafety.gov.au/kids/i-want-help-with/being-safe-online>.

18. For children participating online, a supervising parent/ guardian is required to be nearby at all times during the entirety of the Program, maintaining a child safe environment in a communal space in the home (not in a bedroom).
19. Council may use third party platforms to conduct the Program. By participating, you acknowledge that you are agreeing to the terms and conditions of third parties that govern their access to and use of those platforms. It is your responsibility to comply with any terms and conditions of the third party platforms.
20. Council does not warrant that the third party platforms are free from errors or information technology dangers. If you create an account with the third party platform, any information shared through this account will be stored by the third party platform. Your use of any third party platforms is at your own risk. Council is not responsible for any breach of privacy or security due to your use of third party platforms.
21. Unless permitted by Council, you must not screen shot, photograph, or record any part of the online program. You must respect other people's privacy.

Privacy Collection Notice

22. Purpose of Collection: Council is collecting your/the Participant's personal information in order for the Participant to participate in the Program.
23. Intended recipients: City of Parramatta Council, its officers and Affiliates of the Program.
24. Supply: While the supply of personal information is voluntary, incomplete details may prevent the Participant from participating in the Program.
25. Access / Correction: The personal information may be accessed by you and may also be available to third parties in accordance with City of Parramatta's Access to Information Policy and Privacy Management Plan. You may make an application for access or amendment to personal information held by Council. Council will consider any such application in accordance with the Privacy and Personal Information Protection Act.
26. Storage: Council is the agency that holds the personal information. Council may be contacted on 9806 5050 or at 126 Church Street, Parramatta NSW 2150.

Definitions

	Definitions
Affiliates	Contractors engaged by Council to facilitate the Program. This includes Council partners, other agents and external co-organisers.
Council	City of Parramatta Council, as organiser of the Program
Participant	The person registered to participate or attend the Program
Premises	Venue in which the Program takes place/ held.
Program	Programs, events, tours, workshops, class and other activities for which a registration and/or a ticket has been purchased.
You / your	The Participant or if the Participant is under 18 years old, the parent / guardian of the Participant.