



Urban Development Institute of Australia (Victoria) Event Terms and Conditions

Relating to the attendees of UDIA Victoria events

December 2025



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These terms and conditions (**Terms**) govern Urban Development Institute of Australia (ACN 005 125 280) (**UDIA**) and each person (**Delegate, You or Your**) that has:

- purchased a ticket to attend a function or other event or course (for example, an outlook event, a masterclass, research breakfast event or industry dinner or lunch) organised by the UDIA; or
- been invited by the UDIA to attend any function or other event or course; or
- registered to attend a course,

each of which is referred to as an '**Event**'.

These Terms apply to any Event regardless of whether held online, in-person, a combination of in-person and online or any other format.

You will be bound by these Terms upon:

- submitting Your Registration Form (whether hardcopy or electronic) for an Event; or
- attending the Event if You are not required to submit a Registration Form to the UDIA.

1. What an Event comprises

- 1.1 The details as to what an Event entails will be as set out on the Website from time to time (and see section 4 in terms of changes to the relevant details).

2. Registration and Fees

- 2.1 To register for an Event You must be at least 18 years of age and meet any requirements for that Event set out on the Website.
- 2.2 If you wish to register for an Event, and meet the relevant requirements for registration, You must:
 - 2.2.1 complete the relevant online form, or otherwise make contact with the UDIA and register via any alternative method agreed by the UDIA in its discretion; and
 - 2.2.2 pay the relevant Fee required for registration as specified on the Website.
- 2.3 Payments may be made via the methods specified on the Website from time to time, unless specific and prior arrangements are made with the UDIA prior to the Registration Form being submitted.
- 2.4 The UDIA may notify you if Your application for an Event is incomplete, and may refuse your registration if the issue is not rectified within a reasonable time period.
- 2.5 The UDIA endeavours to ensure that Events are not oversubscribed. However, the UDIA may refuse your registration, or may cancel a registration already submitted (and refund any portion of the Fee paid) if an Event is oversubscribed. UDIA will, unless there is a reasonable basis not to, cancel any 'oversubscribed' registrations on a reverse chronological basis, as soon as practicable after becoming aware of the oversubscription. This means that the last registration will be cancelled first, followed by earlier registrations in reverse order of their registration time.
- 2.6 If You register for an Event, the UDIA will send You a confirmation within 1 Business Days to Your nominated email address. If you do not receive this acceptance please contact us.

- 2.7 The full Fee for an Event must be paid at least 7 Business Days prior to the Event. If the Event is within 7 Business Days before submission of Your Registration Form, the relevant Fee must be paid no later than 1 Business Day before the Event.
- 2.8 There will generally be different Fees payable for an Event for those who are members of the UDIA (who may receive a discounted rate) and those who are not. Some Events may only be open to Members to attend, or Members may have early access to registrations. If You pay a Fee applicable to UDIA members, but were not at the time a member of the UDIA, You must pay the difference to the UDIA within 5 Business Days of a request, or the UDIA may refund the fees paid and You will be required to re-register and pay the correct Fee.
- 2.9 The UDIA reserves the right to change its Fees at any time, by updating its Website. Any change to Fees will not affect registrations confirmed in writing by the UDIA before the announcement of such a change.
- 2.10 In some instances the UDIA may require that registrations are submitted a specific period prior to an Event. This will be specified on the Website, if applicable.
- 2.11 If You are submitting a Registration Form on behalf of another person, it is Your responsibility to ensure that the Delegate is aware of these Terms, as they will be bound by them.
- 2.12 All international transaction fees, local taxes and GST are Your responsibility.
- 2.13 Please contact the UDIA via the contact details set out in section 11 below if You do not receive Your confirmation or if You have any enquiries regarding registration and payments.

3. Cancellation and Transfers by Delegates

- 3.1 You may cancel your registration by providing written notice to events@udiavic.com.au (**Notification**). The Notification must include Your membership details (if applicable) and any other details reasonably specified by the UDIA.
- 3.2 If the Notification is received by the UDIA:
- 3.2.1 10 Business Days or more before the Event date, the UDIA will provide You with a refund of all Fees paid;
 - 3.2.2 less than 10 Business Days and no later than 3 Business Days before the Event date, the UDIA will provide You with a refund equal to 70% of all Fees paid, or a full refund if the UDIA has a waitlist and is able to confirm another Delegate to take Your place at the Event; or
 - 3.2.3 less than 3 Business Days before the Event date, the Fee will not be refunded and will be retained by the UDIA.
- 3.3 If You wish to request approval to send a substitute participant to the Event in Your place, You must make such a request to the UDIA at the details set out in paragraph 3.1. UDIA may not be able to meet the individual requirements of the substitute participant, including personalised name badges and dietary requirements.
- 3.4 A substitution in accordance with this section 3 may be subject to additional Fees if the new participant is not a UDIA member, and the Fee was calculated on a lower member price (in which case the balance must be paid).
- 3.5 Any refund pursuant to these Terms will be reimbursed via the same payment method you used to purchase the registration.

4. Modification, Postponement or Cancellation by the UDIA

4.1 The UDIA reserves the right at any time to:

- 4.1.1 change the format, participants, speakers, content, location and timing or any other aspect of the Event;
- 4.1.2 postpone the Event or any part of the Event; or
- 4.1.3 cancel the Event or any part of the Event,

provided that such change, postponement or cancellation will:

- 4.1.4 only be actioned by the UDIA if it is reasonably required in accordance with the UDIA's legitimate business interests (which may occur if there are insufficient registrations, or speakers or locations are not available); and
- 4.1.5 be notified to You in writing by the UDIA in advance and as soon as possible (to the extent reasonably practicable).

4.2 If an Event is cancelled or the date or time is changed by the UDIA, and in the case of change of date or time You are no longer able or wish to attend, the UDIA will refund the Fee to You.

4.3 If an Event is otherwise changed and such change would reasonably be considered "material" in nature (**Material Change**) (which will include a change of location if the new location is not in a reasonable vicinity of the original location, or a change of keynote speaker where a replacement speaker of comparable expertise or experience cannot be secured), the UDIA will refund the Fee to You on request (provided that such a request is made promptly and in any event no later than 3 Business Days after notification of the Material Change).

4.4 The UDIA will not be in breach of these Terms for any failure to provide any Event that is caused by or arises from any event or circumstances beyond the UDIA's reasonable control, including any acts of God, severe storm, flood, fire, earthquake or other natural occurrences, war, terrorism, civil commotion and riots, strikes and industrial action, epidemic, pandemic or public health emergency, or any resulting governmental action including work stoppages, mandatory business, service or workplace closures, full or partial lockdowns of affected areas, quarantines, border closures and travel restrictions or acts or omissions of governments and regulatory authorities (**Force Majeure Event**). If the UDIA's performance of the Event is delayed or prevented by a Force Majeure Event, the UDIA will notify You of the nature, extent, affect and likely duration (if known) of the circumstances constituting the Force Majeure Event as soon as reasonably practicable and, as soon as reasonably practicable after cessation of the Force Majeure Event, will reschedule and provide the relevant Event (if possible). The UDIA will refund any Fees paid in connection with an Event the subject of a Force Majeure Event upon written request by You.

4.5 Other than as set out in this section 4, the UDIA will not be liable to You for any damages, costs, losses or expenses of any kind incurred or suffered by You as a result of or in relation to the UDIA modifying, postponing or cancelling an Event or any part of it.

5. Delegate's rights and obligations at the Event

- 5.1 Delegates are required to comply with the following at all Events:
- 5.1.1 Respect all staff and guests.
 - 5.1.2 Behave professionally, avoiding any discriminatory, harassing, or abusive behaviour.
 - 5.1.3 Consume alcohol responsibly.
- 5.2 The UDIA may refuse admission to, or eject You from an Event if You fail to comply with paragraph 5.1 or in the reasonable opinion of the UDIA You represent a security risk or material impediment to the running of the Event or other participants' ability to enjoy and participate in it, or you are disruptive or abusive to any person. If You are ejected from an Event, a refund of the Fee may be facilitated (at the UDIA's reasonable discretion).
- 5.3 You agree to comply with all reasonable instructions issued by the UDIA, the UDIA's Representatives, the venue operators or platform facilitators at the Event.
- 5.4 You acknowledge that You may be filmed, sound recorded and/or photographed by the UDIA, media or any other party at the Event and the UDIA may use or approve the use of a film, sound recording and/or photograph which depicts or includes You for the promotion and marketing of UDIA's events including on the UDIA's website, in its email marketing, in the UDIA's social media posts, in presentations made by the UDIA at public events and in its annual review materials. You consent to the UDIA using and disclosing such film, sound recording and/or photograph for these purposes. If You do not consent or wish to be filmed, sound recorded and/or photographed by the UDIA, media or any other party at the Event, please advise the UDIA by contacting us (see section 11 below) or at the Event.
- 5.5 Please refer to our Privacy Policy <https://udiavic.com.au/privacy-policy/> on how we collect, use and disclose personal information.

6. Limitation of Liability

6.1 Limitation of Liability

- 6.1.1 For 'consumers' as defined in the Australian Consumer Law (**ACL**), our services come with nonexcludable guarantees under the ACL, including that they will be provided with due care and skill. You are entitled, at your option, to a refund or the re-supply of the services for a breach, and to compensation for any other loss.
- 6.1.2 However, other than where parties are 'consumers' and have statutory rights and subject to section 6.2:
 - a) neither party will be liable to the other party on any basis for any special, indirect, consequential, incidental or punitive damages, including damages for loss of opportunity, data, profits, revenue or goodwill, regardless of whether or not such loss or damage was foreseeable and even if advised of the possibility of such loss; and
 - b) the UDIA's total liability to You arising out of or related to these Terms is capped at the total amount paid by You in respect of the Event.

6.2 Statutory Rights and Consumer Guarantees

If any guarantee, warranty, term or condition is implied or imposed concerning these Terms under the *Competition and Consumer Act 2010* (Cth) or any other applicable legislation and cannot be excluded (**Non-Excludable Provision**), and we are able to limit your remedy for a

breach of any Non-Excludable Provisions, then our liability for breach of the Non-Excludable Provision is limited to us doing any of the following (at our election):

6.2.1 in the case of supply of goods, the UDIA doing any one or more of the following:

- a) replacing the goods or supplying equivalent goods;
- b) repairing the goods;
- c) paying the cost of replacing the goods or of acquiring equivalent goods; and/or
- d) paying the cost of having the goods repaired; or

6.2.2 in the case of supply of services, the UDIA doing either or both of the following:

- a) supplying the services again; and/or
- b) paying the cost of having the services supplied again.

7. Privacy

7.1 Your registration and attendance at the Event, and any handling of Your personal information, is at all times subject to the UDIA's Privacy Policy, as amended from time to time and accessible via the webpage: <https://udiavic.com.au/privacy-policy/>

7.2 By registering for or enrolling in the Event, You acknowledge and agree that Your personal information (such as Your full name and company You represent) may be displayed at the Event (for example, online as part of a delegate list) or disclosed to our sponsors. At the time of registration or enrolment, You may have the option to provide your photo and biography for use and display at the Event or opt out from such disclosure.

7.3 If you have any questions in relation to the handling, use or disclosure of your personal information or you would like to opt out from such disclosure, you may contact us at info@udiavic.com.au or (03) 9832 9600.

8. Course Assessments

8.1 UDIA may, for select Events, issue a certificate of attendance or completion, for attendees. Whether or not this is the case will be specified in the Event details.

9. General

9.1 These Terms are governed by and are to be construed in accordance with the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria.

9.2 The UDIA may amend these Terms from time to time by posting a revised version on the Website or by otherwise notifying You in writing. You will be subject to the Terms in force at the time You register for the Event, and any amendments to these Terms will not apply retrospectively.

9.3 If there is a contradiction or inconsistency between these Terms and any other notices, policies, communications or documents relating to an Event then these Terms will prevail to the extent of that contradiction or inconsistency.

9.4 If a court determines that any provision of these Terms is invalid or not enforceable, that provision shall be read down or severed to the extent of the invalidity or unenforceability only, without affecting the remaining provisions of these Terms.

10. Interpretation

10.1 Definitions

In addition to any terms defined separately in these Terms, in these Terms, unless expressed to the contrary:

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria, Australia.

Fees means any fees associated with Events or in relation to products or services offered by the UDIA that are payable by You to the UDIA.

Registration Form means the required form for registration and/or enrolment into an Event, as the UDIA may require from time to time.

Representatives means any employees, agents, contractors and sub-contractors of a party.

Website means the UDIA website, located at udiavic.com.au.

10.2 Interpretation

In these Terms, unless expressed to the contrary:

10.2.1 words denoting the singular include the plural and vice versa;

10.2.2 the word 'includes' in any form is not a word of limitation;

10.2.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;

10.2.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of these Terms; and

10.2.5 writing includes writing in digital form.

Contact the UDIA

If you have any questions about our Terms, please contact us using the relevant contact details below:

Phone : 03 9832 9600

You can contact us 9am to 5pm, Monday to Friday AEST/AEDT

Email: info@udiavic.com.au

Postal address: Level 1, 55 Collins Street, Melbourne, VIC 3000

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UDIA Victoria General & Policy Enquiries

Email: info@udiavic.com.au
(03) 9832 9600

Mailing Address

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