



## Terms and Conditions – FILEX Holdings Pty Ltd

As soon as you submit your registration via [filex.com.au](http://filex.com.au), you are considered a FILEX delegate. Therefore, from that point onwards, the Cancellation, Transfer and No-Show policies will apply to your registration. The following policies will be strictly adhered to and apply to the FILEX Convention and associated events. Your registration indicates your full understanding and acceptance of these terms and conditions. On completion of your registration, a confirmation email will be sent to your nominated email address. Please check your registration carefully. Should an error have been made, please contact FILEX within 24 hours via email [info@filex.com.au](mailto:info@filex.com.au) to withdraw or amend your registration.

Payment of your registration fee and any selected additional items are due on completion of your registration unless a payment plan is selected. Payment plan terms and conditions apply as per the below. A tax invoice will be emailed to you with confirmation of your registration. All fees must be paid prior to commencement of the event to ensure admission, unless by prior arrangement.

Credit card and debit card payments incur the following transaction fees; Visa and MasterCard 1.75% and AMEX 2.9%.

To qualify for group discount of \$30 off each registration 10 or more people must be registered at the same time. Group discount not available for student registrations or pre-sale registrations.

### **Cancellation Policy**

1. Refunds will only be given for extreme circumstances i.e. medical emergency or condition or other extreme circumstances at the sole discretion of FILEX. The following details for your request to be reviewed: The registered email against the registration, the reason for the request, and any supporting documentation (medical certificate etc.)
2. FILEX must be notified in writing for all cancellations via an email to [info@filex.com.au](mailto:info@filex.com.au).
3. Your request will not be considered without the above. Submission does not infer approval and we are unable to guarantee your request will be successful.
4. No refunds or credits are available for this event as a result of a change in your ability to attend the event.
5. You may request a transfer of your registration to another person for a fee of \$179.
6. If notified within 10 business days of the first day of the event, no refunds or credits are available.

### **No-Show Policy**

For registered delegates who do not attend FILEX, they will not be eligible for a refund unless they adhere to the above conditions.

### **Student Registration Terms and Conditions**

1. Student registrations are not available for FILEX Business Summit events.



2. Student registrations are available for current full-time students of fitness (or related) studies as well as those within 12 months of completing such studies.
3. A valid form of student identification is required to be uploaded online at time of registering as well as verified in person on site at the event.
4. If a valid form of student identification isn't verified on site at the event access into the event may be unauthorized.
5. Student registrations are not entitled to any discounts and are limited in availability.
6. Entry into keynote addresses will be subject to availability and are not guaranteed for student registrations.

### **Provisions**

1. When we communicate with you we will generally do so by email or by phone. You hereby agree that email and phone communications are contractually binding in the same manner as duly signed and dated documentation sent by post.
2. If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form.
3. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
4. No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right to be interpreted as a waiver
5. In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation
6. We are not liable for any breach of our obligations resulting from clause beyond our reasonable control.
7. This agreement shall be governed by and construed in accordance with the law of Australia, and all international governance is expressly concluded.
8. You are deemed to have accepted these terms and conditions when you proceed with the registration process by ticking "I agree" and selecting continue via your dashboard.
9. Fitness Australia AusREPs may use their registration number to purchase one (1) ticket per FILEX event at the Fitness Australia member rate.

### **Payment Plans**

1. Payment plans are only available for the FILEX Trainer Summit events.
2. Payment plans are not available for pre-sale registrations.
3. If you elect to pay your FILEX Trainer Summit registration with the payment plan option please note that you will be required to pay 50% upon booking and then meet the following payment dates:
  - a. 50% payment invoiced 60 days prior to the event date and due by no later than 4 weeks prior to the event date.



- b. The second instalment date is fixed and is unable to be changed.
4. Full pre-payment is due prior to arrival onsite at the event or access into the event may be unauthorised.