# **Terms & Conditions**

These terms and conditions are applicable to the 21<sup>st</sup> Business Mission to Australia (the Delegation) mission being organised by the Indo-Australian Chamber of Commerce from 12-17 August 2024. You agree that you have read and understood the terms and conditions and the same are applicable to you upon your submitting the expression of interest to participate in the Delegation. Notwithstanding the foregoing, all submissions of expression of interest will be taken as deemed acceptance and agreement of these Terms & Conditions.

#### 1. Acknowledgements:

- a. Submitting an expression of interest application does not guarantee a place at the Delegation.
- b. IACC reserves its right and absolute discretion to select delegates to attend the Delegation and to reject any application without being obliged to discuss the reasons for doing so. Any decision made by IACC will be final and no correspondence will be entered into in regard to the same.

## 2. No Legal Relationship:

- a. Nothing in these Terms & Conditions shall imply the creation of any legal relationship between the Delegate and IACC.
- b. No party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other party.
- c. The Delegate cannot make any representation on behalf of any third party or to a third party on behalf of IACC.
- d. IACC makes no representations as to, and shall not have any responsibility nor liability for, the success or otherwise of the Delegation.

The Business Misssion is purely an attempt to network with delegates in Australia, and IACC shall not be liable for any losses suffered by the Delegate in attending, or arising from, or in connection with the Delegation.

## 3. Delegate obligations:

- a. Delegates must participate in all events attached to their Program Agenda unless discussed and agreed in advance with IACC.
- b. Delegates must conduct themselves in a professional manner having regard to the spirit and intent of the Program.
- c. All costs outside the Program Agenda are the responsibility of the Delegate. These costs include but are not limited to:
  - Visa charges, air travel, airport transfers, internal city travel or any other travel and insurance (can be organised through our partner travel agency).;
  - Laundry, incidentals, meals and other expenses not specified in the package
  - Reimbursement for any costs incurred
- d. Delegates are responsible for arranging their own comprehensive travel insurance.
- e. IACC is not involved in the visa application/approval process and this is the sole responsibility of the Delegate. As part of the package, IACC will issue a visa facilitation letter to the Australian High Commission, to applicants whose delegation registration has been approved. In any circumstances, if the delegate does not have a valid visa to enter Australia or should the visa be rejected, then the amount received would be refunded minus an administrative fee and the actual booking costs incurred.
- f. Delegates must maintain appropriate business ethics and comply with Indian and Australian legal obligations during the Delegation, including with respect to antibribery laws and confidentiality.
- g. Delegates must follow the instructions of the Australian hosts when participating in any Delegation activities.

# 4. Delegate transfer:

a. Name substitutions and payment transfers will be considered by IACC until Thursday, 30 June 2024. The requests received on email to the secretariat team at <a href="mailto:bdm@indoaustchamber.com">bdm@indoaustchamber.com</a> only will be take into consideration.

b. In the event of Name Substitution, the new applicants must apply to participate in the Delegation and be approved by IACC before the funds can be transferred between the approved registrant and new applicant. New applicant's price will be based on the date of their application, which may result in a price difference between the original applicant and the substitute. Once the funds are transferred by the new approved applicant, the original registration will be canceled. New applicants must be vetted by IACC before a final registration is confirmed.

# 5. Acknowledgement of risk & responsibility:

- a. Delegates must make their own assessment regarding the appropriateness and risk of travel to any destination. IACC does not warrant the safety of travel in any respect, nor to the regions being visited as part of the Program or at any event hall or place which is being organised for the Delegation. All Delegates are advised to visit <a href="https://india.embassy.gov.au/ndli/visiting\_australia.html">https://india.embassy.gov.au/ndli/visiting\_australia.html</a> for more information prior to travel.
- b. Delegates must hold, maintain, and provide IACC with details of travel and other appropriate insurances in connection with attendance at, and participation in, the Program, including overseas emergency assistance phone numbers.
- c. A Delegate's engagement with any third party, referred to them by IACC, is at their own risk and IACC accepts no duty of care and disclaims, to the maximum extent permitted by law, all liability in connection with this engagement (including but not limited to any services that may be provided by any third party to the Delegate). Delegates should make its own inquiries as to the appropriateness and suitability of any engagement with any third party or meetings arranged as part of the delegation.

#### 6. Program changes:

a. IACC reserves the right, in its sole and absolute discretion to cancel, postpone or modify the Delegation Program without any liability to IACC.

## 7. Program evaluation:

- a. If requested by IACC, all Delegates agree to participate in a formal evaluation of the Program conducted by IACC or its agents immediately after the Program.
- b. The Delegates agree that their details may be used for advertisement purpose or to issue a profile of the Delegation by IACC, and they have no objection to the same.