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## WEBSITE TERMS OF USE

This website, [www.thetenantcompany.com.au](http://www.thetenantcompany.com.au) and its content ("**Website**") is owned by The Tenant Company Pty Ltd ABN 83 603 111 904 ("**The Tenant Company**").

Your use of this Website constitutes your agreement to be bound by these terms of use and all other terms, conditions and disclaimers on the Website ("**Terms of Use**"). By continuing to use this Website, including registering for workshops and events from this Website (or via a third party booking site), you agree to be bound by the Terms of Use. If you do not agree to the Terms of Use, you must stop using the Website immediately.

## THE TENANT COMPANY WORKSHOPS AND EVENTS

The Tenant Company offers a range of products and services on its Website, including tickets to workshops and events ("**workshops and events**"). You acknowledge that cameras, audio and video recorders are not be permitted at The Tenant Company workshops without the express permission of The Tenant Company.

Registration and payment for workshops and events ordered via the Website is required to be made upfront and in full via this Website or via a link made available on this Website, to Eventbrite, a third party application. You agree that you will comply with all of Eventbrite's applicable terms and policies in addition to these Terms of Use. Registration for a workshop or event is accepted by The Tenant Company once payment is received by The Tenant Company and written notification is provided to you via email. We may require additional verification or information before accepting any order.

## PRICE AND PAYMENT

You may make a request to order tickets for workshops and events via the Website or Eventbrite, by paying the price stated on the Website or on Eventbrite, for those workshops and events. A tax invoice will be issued to you via Eventbrite, provided that payment is received prior to the workshop date.

All prices are exclusive of goods and services taxes ("**GST**") unless otherwise specified.

Prices and availability of workshops and events are subject to change without notice. While every effort has been made to ensure the accuracy of prices and information relating to workshops and events advertised by The Tenant Company, The Tenant Company is not responsible for any error and reserves the right to accept or reject your offer for any reason, including without limitation, the unavailability of any workshop or event, an error in the price or the product or service description, or an error in your order.

Where permitted in all states, we reserve the right to limit sales, including the right to prohibit sales to resellers.

## REFUND AND CANCELLATION POLICY

Except where stated otherwise in these Terms of Use or agreed to by The Tenant Company, workshops and events purchased by you on this Website or directly with The Tenant Company are non-refundable if you simply change your mind or are unable to attend an event you have registered for.

Notwithstanding the above, any cancellation of your registration for a workshop or an event must be in writing (email) and will only be accepted (in The Tenant Company's discretion, acting reasonably) if received as follows:

- If the cancellation of registration for a workshop or event is received at a minimum of 7 working days prior to the workshop or event date, then no refund will be issued. However, the registration can be credited for use at a future workshop of The Tenant Company provided that: the future workshop or event is held in the same city as the original workshop or event; is of equal or lesser value than the original workshop or event; and is being run within three (3) months of the original booking date. If the ticket price is higher, an additional amount will be payable to complete the workshop

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or event transfer. The difference will not be refunded if the new workshop or event is of a lower ticket price.

- If the cancellation is received less than 7 working days prior to the workshop or event date, then no credit note will be issued. However, the ticket is transferable to another person, by submitting a request in writing to The Tenant Company with the guest's name, prior to the event.

If a workshop or event is cancelled or postponed by The Tenant Company, you may credit the ticket price towards another workshop or event, or obtain a full refund of the ticket price.

Nothing in these Terms of Use are intended to limit or restrict your rights under Australian Consumer Law. This includes, your right to a refund or exchange of the products or services in certain circumstances where the Australian Consumer Law requires it. For the avoidance of doubt, The Tenant Company complies with the Competition and Consumer Act 2010 (Cth).

### **GENERAL USE OF WEBSITE**

You must comply with all laws in connection with your use of this Website. You must not:

- Data mine or conduct automated searches on this Website;
- Transmit any virus or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information available through this website;
- Use this Website or any information made available through this Website to send unsolicited emails or other messages without The Tenant Company's consent;
- Use any automatic device or manual process to monitor or copy any part of the Website;
- Incorporate any of the content on this Website with any other material, including advertising or promotional material;
- Create links from this Website to any other website on the internet, or frame or mirror this Website; or
- Tamper with or make unauthorised modifications to this Website or the content of this Website.

### **DISCLAIMER AND EXCLUSION OF WARRANTIES**

**No warranty:** You use this Website at your own risk. To the extent permitted by law, this Website is provided to you on an "as is" and "as available" basis without warranty of any kind (express or implied). To the extent permitted by law, The Tenant Company excludes any express or implied warranties under statute or general law in connection with this Website.

**Content disclaimer:** The information in this web site is for general information only. The information is not intended to be financial advice, legal advice, tax advice or otherwise and must not be relied upon as such. You should contact The Tenant Company (or the relevant professional) for advice that is tailored to your specific circumstances and needs, prior to making any decisions about your own circumstances.

Whilst reasonable attempts are made to ensure the accuracy of the information on this Website, this is not always possible and information on this Website may not be true, accurate, up-to-date or complete. The Tenant Company does not invite reliance upon and does not accept responsibility or liability for information provided within or associated with, this Website.

The Tenant Company may vary, add, change or delete any part of the Terms of Use, or the Website, at any time, and for any reason without prior notification to you, and will not be liable in any way for possible consequences of such changes.

**Third party information:** This Website may, from time to time, contain third-party information and links to other websites as a convenience to you. The Tenant Company does not control, endorse, check or approve third party information or services available on linked websites. A link to another website does not imply any endorsement of that website or its products or services.

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**No guarantee of uninterrupted or fault-free use:** You acknowledge that access to this Website may be interfered with or affected by numerous factors, many of which are outside The Tenant Company's control. Your access to this Website may not be continuous, uninterrupted, timely, secure, fault-free or virus-free. You should ensure that your computer software and systems are protected against viruses and any other damage they might sustain as a result of using this Website.

#### **RELEASE**

You unconditionally release The Tenant Company, its officers, employees, contractors and agents ("**Personnel**") from all liabilities, actions, demands, loss, damage, costs and expenses (including legal costs on a full indemnity basis) incurred or suffered by you directly or indirectly in connection with your access to, or use of, this Website.

#### **INDEMNITY**

You are liable for and indemnify The Tenant Company and its Personnel against all actions, demands, liabilities, loss, damage, cost or expenses (including legal costs on a full indemnity basis) incurred or suffered by The Tenant Company or its Personnel, directly or indirectly in connection with your use of this Website or your breach of these Terms of Use.

#### **LIABILITY FOR YOUR PERSONNEL**

You are responsible for the acts and omissions of your Personnel as if they were your own acts or omissions.

#### **INTELLECTUAL PROPERTY**

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The Tenant Company owns or is a licensee of all copyright and other intellectual property on this Website and its content (including, without limitation all information, text, graphic, software, advertisements and trade marks on this Website (the "**Content**"). You must not modify, copy, reproduce, republish or create derivative works, post, transmit or distribute the Content in any way except for your own personal and non-commercial use, information, research or study.

All trade marks appearing on this Website are the property of The Tenant Company (or their respective owners, as the case may be).

#### **ENTIRE AGREEMENT**

These Terms of Use constitute the entire agreement between the parties hereto with respect to the subject matter hereof. Notwithstanding, these Terms of Use may be updated or modified by The Tenant Company from time to time without notice to you.

#### **GOVERNING LAW**

These Terms of Use are governed by the laws of Victoria, Australia. You irrevocably submit to the jurisdiction of the courts of Victoria, Australia.

#### **ENFORCEABILITY AND LEGALITY**

Any provision of, or the application of any provision of, these Terms of Use which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

Any provision of, or the application of any provision of, these Terms of Use which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.