Youth Leadership Academy Australia

Terms and Conditions 2025/26

General Overview

The following applies for all Event and Programs delivered or operated by Youth Leadership Academy Australia.

Youth Leadership Academy Australia reserves the right to make changes, revisions, and amendments, or add/remove sections from this set of terms and conditions – without any prior notifications to you. Such changes will be duly reflected on the website of the organiser www.ylaaus.com.

1. Definitions

- **a.** 'Event' refers to events hosted by Youth Leadership Academy Australia where tickets are publicly available.
- **b.** 'Program' refers to private events that Youth Leadership Academy Australia have been contracted to facilitate by organisations or other entities.
- **c.** 'Tickets' refers to a pass required for each participant to attend a Youth Leadership Academy Australia function.
- **d.** 'Bookings' refers to the reservation of a place in a Youth Leadership Academy Australia function upon the purchase of a ticket.
- **e.** 'Youth Leadership Academy Australia' refers to the trading name of the brand within 'The Youth Impact Foundation'

2. Bookings

- **a.** Event Bookings
 - i. Bookings for our events will be available until the event is full or until Youth Leadership Academy Australia closes ticket sales, which may occur up to 7 days prior to the event.
 - **ii.** Seating is general admission, it is the ticket owner's responsibility to notify Youth Leadership Academy Australia via info@ylaaus.com if any special seating requirements must be made.
 - iii. All changes to bookings must be in writing and sent to info@ylaaus.com, 7 days prior to the event. Requests not made in writing will not be accepted.
 - iv. Changes requested less than 7 days prior may be considered on a case-by-case basis as determined by Youth Leadership Academy Australia.
- **b.** Program Bookings

- i. Confirmation of bookings must be made by signing the Youth Leadership Academy Australia's event and program terms and conditions, contract and forwarding the requested deposit within the designated time period.
- **ii.** If this is not completed, Youth Leadership Academy Australia reserves the right to cancel the booking and allocate the program date to another client.
- **iii.** An initial deposit of 50% of total program costs is required within 7 days prior to the event to secure the booking. Should a deposit be received without the signed contract, it is deemed that the client has accepted and agreed to the terms and conditions within this document and the contract.
- iv. Youth Leadership Academy Australia reserves the right to request another non-refundable deposit of up to 100% of the total cost of the program, including but not limited to larger programs with a value of \$7500 or greater or programs booked during periods of high demand months (February, March, November, December). If this is required the client will be notified at time of booking.

3. Discounts

a. Any discounts that are offered with any event tickets or programs are subject to the time restrictions stated with the original discount offer or promotion.

4. Payment Terms

- a. Payment to Youth Leadership Academy Australia can be made online or via EFT. Any late payments will incur a late fee of \$100.
- b. If an event payment is late, your organisation may forfeit its position and tickets for the event.
- c. Payment of event tickets is due within 14 days of the booking being made. If payment is not received by the event date, a late fee will apply even if the original payment deadline falls after the event. If tickets are purchased less than 14 days prior to the event, no late fees will be applied until after the stated due date.
- d. All invoice payments must be made within 14 days from the date of issue. All payments are subject to the cancellation policy outlined in this document.
- e. Final payment of the program fee is due within 14 business days of the program concluding. Any late payments will incur a late fee.
- f. If an event ticket is cancelled after the payment due date, you are still liable for the invoice. The payment due date also marks the end of the cooling-off period.

5. Cancellation Policy

- a. In the event that you cancel your tickets to attend an event, you must provide written notice to Youth Leadership Academy Australia by emailing info@ylaaus.com.
- b. Our cancellation policy states the following terms for ticket refunds:
 - i. Tickets purchased 31 days or more prior to the event: 14-day 'cooling off' period where customers may receive a full refund. After the 14-day period, tickets become non-refundable.
 - ii. Tickets purchased 30 days or less prior to the event: Tickets are non-refundable.
 - iii. Non-attendance of any event due to illness, or for personal or professional reasons does not entitle the ticket-holder with the right to a refund, or a transfer to another event.
 - iv. In the case that the invoice has not been paid yet, non-attendance of any event will still require payment if the tickets are not cancelled within the cancellation policy as stated above.
- c. Youth Leadership Academy Australia reserves the right to:
 - i. cancel/alter scheduled dates for any Youth Leadership Academy Australia events where minimum attendance numbers are not reached up to six weeks prior;
 - ii. change the location of any Youth Leadership Academy Australia event; and
 - iii. substitute speakers for any Youth Leadership Academy Australia event.
- d. In the event of an event being cancelled, Youth Leadership Academy Australia will notify registered attendees via email, prior to the event date to offer an alternative event at an alternative date or to refund in full the booking fee. If your payment is received after maximum numbers are reached, a member of Youth Leadership Academy Australia team will contact you and a full refund will be made.
- e. In the event that you cancel your program, you must provide written notice to Youth Leadership Academy Australia via email, accompanied (except in the case of unexpected events beyond a party's control that prevent them from fulfilling their contractual obligations) by payment of the amounts indicated below:
 - i. Cancellations made less than six weeks before the confirmed program date will incur a cancellation fee of 50% of the total program cost.
 - ii. Cancellations made less than two weeks before the confirmed program date will require full payment of the program cost.
 - iii. If travel and accommodation have already been booked by Youth Leadership Academy Australia at the time of cancellation, any incurred costs will be deducted from any refund provided.
- f. Unexpected Events

- Youth Leadership Academy Australia (YLAA) shall not be held liable for any failure or delay in performing its obligations under these Terms and Conditions if such failure or delay is due to circumstances beyond its reasonable control. This includes, but is not limited to:
 - Natural disasters (e.g. fire, flood, earthquake)
 - Acts of war or terrorism
 - Epidemics or pandemics
 - Government restrictions or public health orders
 - Industrial disputes or labour strikes
 - Power or utility outages
 - Transportation delays
 - Failure of third-party venues or suppliers
- ii. In such cases, YLAA will use reasonable efforts to provide notice of the event and to resume or reschedule the program or event as soon as practicable. Where applicable, YLAA may offer a credit toward a future event, or provide alternative arrangements, but is under no obligation to refund costs already incurred.
- iii. This clause does not remove any rights or remedies you may have under the Australian Consumer Law, but clarifies that YLAA shall not be liable for circumstances outside its control.
- g. The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Youth Leadership Academy Australia and factor in Youth Leadership Academy Australia's ability to mitigate its losses through resale. If you allege that cancellation is due to force majeure, you must contact Youth Leadership Academy Australia via email to info@ylaaus.com to explain the circumstances leading to cancellation. Youth Leadership Academy Australia reserves the discretion to decide whether and to what extent it will waive your remaining program fees and will do so fairly. In no event, including the case of force majeure, will the deposit be refunded by Youth Leadership Academy Australia.

6. Media & Promotion

a. By taking part in this event you grant the event organisers full rights to use the images resulting from the photography/video filming, and any reproductions or adaptations of the images for fundraising, publicity or other purposes to help achieve the group's aims. This might include (but is not limited to), the right to use them in their printed and online publicity, social media, press releases and funding applications. If you do not wish to be photographed please inform Youth Leadership Academy Australia prior to the event via info@ylaaus.com.

b. It is then your organisations responsibility to notify event staff on the program / event date.

7. Booking Responsibility and Organisational Agreement

- **a.** By booking tickets or a program for a Youth Leadership Academy Australia conference, the individual confirms they have obtained all necessary approvals from their organisation.
- **b.** The individual acknowledges they are acting on behalf of the organisation.
- **c.** If the individual moves on from the organisation, the organisation retains full responsibility for any booked tickets and attendance obligations.
- d. Travel and venue access are subject to third-party providers' terms, and YLAA assumes no responsibility for related delays, losses, or incidents.

8. Responsibilities & Conduct

- a. Youth Leadership Academy Australia does not accept responsibility for damage to or loss of any client's property left on the Premises prior to, during or after an event.
- b. Any damage to property must be paid for by the organization responsible for the damage.
- c. Youth Leadership Academy Australia team holds no responsibility or duty of care for students who attend the event without an accompanying adult.
- d. Youth Leadership Academy Australia events are facilitated by trained staff and volunteers; however, due to the scale and nature of these events, general supervision is provided, not individual duty of care. Where students attend without an accompanying adult, they are expected to manage themselves responsibly throughout the event. It is the responsibility of the nominating organisation or guardian to ensure that any additional supervision or support required by the student is arranged.
- e. If in the event an attendee's behaviour is deemed by the organisers to be inappropriate or compromises the safety and/or health of other participants in attendance, The Youth Leadership Academy Australia reserves the right to send the student home, at the participant's or participant guardian's expense, at the earliest possible time, by the most effective mode of transport.
- **f.** In such instances the attendee's nominated accompanying adult will be notified and it will be their responsibility to make such arrangements.

9. Legal Terms and Dispute Resolution

a. Other than the Confidentiality Agreement, this offer supersedes all previous agreements, understandings, negotiations, representations and

- warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.
- **b.** If a dispute arises out of, relating to or in connection with this agreement, including any questions regarding its existence, validity or termination, and the parties do not resolve some or all of the dispute through negotiation then:
- **c.** The dispute shall be referred to and finally resolved by arbitration administered by the Australian Disputes Centre (ADC).
- **d.** The arbitration shall be conducted in accordance with the ADC Rules for Domestic Arbitration operating at the time the dispute is referred to ADC (the Rules).
- **e.** The terms of the Rules are hereby deemed incorporated into this agreement.
- **f.** This clause shall survive termination of this agreement.
- **g.** This Agreement will be governed by the laws of New South Wales in the country of Australia.

10. Additional Legal Clauses

- **a.** YLAA is the event host only; the organisation is responsible for all excursion arrangements including transport, supervision, and attendee welfare.
- **b.** Students attending without an organisation must provide guardian-signed consent, emergency contact information, and be signed in/out by an authorised adult.
- **c.** To the fullest extent permitted by law, YLAA excludes all liability for loss, damage or injury arising from attendance or participation in the event.
- **d.** Participants attend at their own risk.
- **e.** Organisations indemnify YLAA from any liability arising out of their breach of these terms or misconduct of attendees.
- **f.** Organisations must indemnify YLAA against any claims or liabilities arising from their own supervision, transport, or conduct during the excursion.
- **g.** YLAA is not liable for injuries or damages arising from third-party venue infrastructure or incidents.
- **h.** Parents/guardians authorise YLAA to seek emergency medical treatment for unaccompanied attendees if required.
- i. YLAA reserves the right to remove any attendee who behaves inappropriately or risks others' safety, at the expense of the guardian or organisation.
- **j.** Nothing in this agreement limits your rights under the Australian Consumer Law.