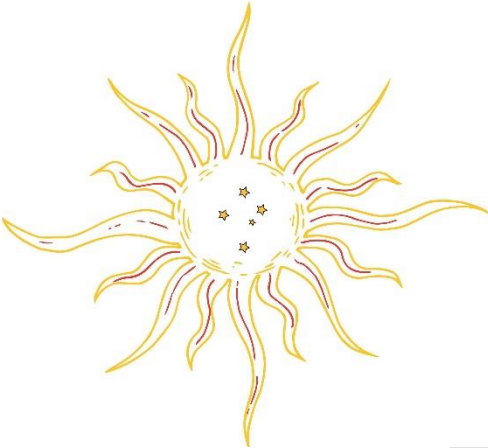


Draft – [2/6/2017]



Australian Wiccan Conference Inc.

Event Contract for the Australian Wiccan Conference [year]

DRAFT

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Event Contract for the Australian Wiccan Conference [year]

Parties

This Agreement is made between:

Australian Wiccan Conference Incorporated: IA11834

of PO Box 818 | Rosny | Tasmania 7018 **(AWC Inc.)**;

And

Insert full name of correct legal entity, of <insert street address> **(the Organisers/AWCOC)**.

Background

1. In accordance with the bidding process to host the annual Australian Wiccan Conference, for the calendar year XXXX, the party named above as the Organisers, have been selected to coordinate the event.
2. This Agreement sets out the minimum terms and conditions between the Organisers, representing the Australian Wiccan Conference [insert year] Organising Committee (AWCOC) and the AWC Inc., regarding the coordination and hosting of the Australian Wiccan Conference XXXX (AWCXXXX).

Operative Provisions

1. Interpretation

1.1 Definitions

In this Agreement except where a contrary intention appears:

Agreement means this agreement and includes all annexures, attachments and annexures

AWC Inc means the Australian Wiccan Conference Incorporated: IA11834

AWCOC means the Australian Wiccan Conference Organising Committee responsible for the coordination of the Event for the year XXXX.

AWCXXXX means the Australian Wiccan Conference event for the specific year, and as set out in clause 2.1(a).

Event means the AWCXXXX.

Members means either an Associate Member or Full Member of the AWC Inc.

Participant means an individual attending the Event.

Party means a party to this Agreement.

Term means the dates over which the Event will run.

2. Event Details

2.1 Date

- (a) The Event will run over one weekend, as close as possible to the Spring Equinox.
- (b) Once the actual dates of the Event have been determined, the dates will be set out in Schedule 1.

2.2 Event title

The official name of the Event will be the Australian Wiccan Conference XXXX <insert name specific to the Event>

2.3 Venue

- (a) The AWCOC will be required to locate appropriate venues to host the Event.
- (b) The AWCOC will be required to notify the AWC Inc. in a timely manner when an appropriate venue has been selected.
- (c) It will be a condition that no other event or activity must be held at the venue while the AWCXXXX is taking place.
- (d) The venue's details will be set out in Schedule 1.

2.4 Participation

- (a) Participation at the AWCXXXX will be open to Full and Associate Members of the AWC Inc., in accordance with those terms defined within the Constitution.
- (b) The AWC Inc., may at its sole discretion, invite non-members to participate at the Event.

2.5 Recognition of the AWC Inc.

- (a) Either the:
 - (i) AWC Inc logo; and/or
 - (ii) 'Australian Wiccan Conference Inc'; or
 - (iii) 'AWC Inc',must appear on all Event material, event merchandise, promotional material, administrative material and printed materials, including programs and website.
- (b) The AWC Inc. will provide the AWCOC with a high resolution electronic version of its logo within ten (10) days of the signing this Agreement.

3. The AWCOC

3.1 Make up of the AWCOC

- (a) No less than two (2) Full members of the AWC Inc. must be part of the AWCOC.
- (b) The AWCOC must include at least one (1) member of the AWC Inc. Executive Committee **who may be included in the account of Full Members above.**
- (c) In the event that a member of the AWCOC ceases to be a full member of the AWC Inc, that individual's membership of the AWCOC will automatically cease. The remaining members of the AWCOC will, within a reasonable time, be required to replace that individual's membership to the AWCOC with another Full member of the AWC Inc.

3.2 Responsibility of the AWCOC

- (a) The AWCOC will be responsible to the AWC Inc. for all matters concerning the planning, organisation, implementation and evaluation of the **AWCXXXX**.
- (b) The details of AWCOC representatives are set out in Schedule 1. Both Parties will notify each other in writing the name and contact details of the representatives as soon as practicable after any appointment, reappointment or, replacement.
- (c) In accordance with the AWC Inc. by-laws, a member of the AWC Inc. Executive Committee will be a de facto member of the AWCOC.
- (d) In organising the **AWCXXXX**, the AWCOC must uphold Federal and State laws and regulations, including but not limited to laws and regulations governing non-profit organizations, taxation, employment, safety, protection of the environment and responsibilities of event organisers.
- (e) The AWCOC holds AWC Inc., its President, Committee members, officers and coordinators, agents and consultants harmless from any claims and liabilities that may arise from the AWCOC's organisation of the **AWCXXXX**, including, but not limited to, claims and liabilities arising from inadequate insurance coverage.

4. Obligations of the Parties

4.1 Mutual obligations

The Parties agree to perform their obligations under this Agreement:

- (a) diligently, with a high degree of skill and care to the best of their knowledge and expertise; and
- (b) in conformity with all relevant laws.

4.2 AWC Inc. obligations

The AWC Inc. must:

- (a) liaise and consult with the AWCOC on all aspects of planning, either directly or through the AWC Inc. Manual;
- (b) provide the AWCOC will all necessary policies, document templates as well as the details of the AWC Inc. bank account, through which all financial transactions must be made;
- (c) ensure that the income and expense for the **AWCXXXX** is audited in accordance with the *Associations Incorporations Act 1964 (Tas)*;
- (d) ensure that the **AWCXXXX** complies with all regulations and guidelines adopted by the AWC Inc.;
- (e) establish a mechanism and policies for dealing with disciplinary issues during the **AWCXXXX**;
- (f) organise and chair the AWC Inc. Members' Forum and other AWC Inc. meetings during the period of the **AWCXXXX**;
- (g) provide assistance, guidance and cooperation to the AWCOC in order to ensure a successful Event;

- (h) approve the AWCXXXX logo(s) to ensure compliance with AWC Inc.; and
- (i) cooperate with AWCOC in the identification, procurement and servicing of title and other sponsors (cash and in-kind) for the event to offset expense and enhance the participants' experience.

4.3 AWCOC obligations

The AWCOC must plan and organise the AWCXXXX in a manner that accurately reflects the application to host accepted by the AWC Inc. and must:

- (a) distribute pre-AWCXXXX information to Members of the AWC Inc. and other interested parties;
- (b) develop AWCXXXX logo(s) for use on all promotional materials, signage, merchandise and advertising information. The final logo(s) must be approved by the AWC Inc.;
- (c) provide plentiful, healthy varied meal packages that are geared to a wide background of cultures and food preferences, catering to special dietary requirements, including:
 - (i) vegetarian;
 - (ii) vegan;
 - (iii) lactose intolerance;
 - (iv) nut allergies; and
 - (v) gluten intolerance,
- (d) serve the Saturday night meal after the main ritual. In the case of intractable in-house caterers, the timing of the ritual can be changed, but in keeping with Wiccan tradition most of the wiccans will not be eating before ritual.
- (e) coordinate a sufficient number of volunteers to run the Event;
- (f) provide participants with content as per the AWC Inc. Guidelines;
- (g) maintain an official AWCXXXX website through which AWCXXXX information and documents will be provided;
- (h) ensure that members of the AWCOC and the participants of the Event comply with the approved Terms and Conditions for attendees at AWCXXXX as set out in Error! Reference source not found..
- (i) accept responsibility for all the local financial aspects of running the AWCXXXX within the budget approved by AWC Inc.; and
- (j) provide final event report, including an income and expense statement within 12 weeks after the close of the AWCXXXX, in conjunction with the AWC Inc. treasurer.

4.4 Risk management

The AWCOC will maintain a risk management plan for all aspects of the AWCXXXX organisation and present it to the AWC Inc. four (4) months in advance of the AWCXXXX.

4.5 Timeline

- (a) The Parties agree to adhere to the Timeline as set out in Schedule 2.
- (b) Any amendments to the Timeline must be agreed to by the Parties in writing.

5. Event budget

- (a) The Parties acknowledge that to ensure a successful event, the AWCOC must develop a realistic budget that takes into account:
 - (i) income;
 - (ii) accommodation;
 - (iii) food costs; and
 - (iv) all other expenditures.

- (b) The Parties acknowledge that the AWCOC will work towards developing a draft budget to be reviewed by the AWC Inc. within a reasonable time after the venue for the Event has been chosen and secured by the AWCOC.
- (c) The AWCOC must provide the AWC Inc. with regular updates concerning the budget throughout the period leading up to the Event.
- (d) The Parties acknowledge that the AWC Inc. will not be responsible for any financial aspects of the AWCXXXX. Any loss at the AWCXXXX will be the sole responsibility of the AWCOC.

6. Final Report

- (a) The AWCOC must provide the AWC Inc. with a Final Report package no later than twelve (12) weeks after the completion of the AWCXXXX.
- (b) The final report must include a summary covering each major aspect of organising the Event, notes on major obstacles/issues and solutions, and recommendations on areas for improvement for future AWC Inc. events.
- (c) The following items are required as part of the Final Report:
 - (i) financial statements including budget and actual spend;
 - (ii) an evaluation of the AWC Inc.'s relationship with the AWCOC and suggestions to improve AWC Inc.'s supervision of the AWCXXXX final risk management plan, and a list of all incidents that occurred which were covered by the plan; and
 - (iii) a static copy of the AWCXXXX website.

7. Photography and Website

7.1 Photography statement

The AWCOC must include on the participant entry form to the AWCXXXX, a statement that photographs may only be taken with prior permission, and must not be shared publicly, including on social media, unless all persons identifiable in the photo have agreed to the photographs being shared.

7.2 Website

- (a) The AWCOC must maintain a website containing all information required for the participants.
- (b) A copy of the AWCXXXX website must be supplied to the AWC Inc. twelve (12) weeks after the AWCXXX is completed for archival purposes.
- (c) A final static copy of the website will be provided no later than twelve (12) months after the completion of the AWCXXXX.
- (d) If the AWCOC removes any information from the web prior to the end of the twelve (12) month period, the AWCOC agrees to provide a copy of the website to the AWC Inc. prior to removing it from publication on the Internet.

8. Intellectual Property

- (a) The AWC Inc. will retain all rights to any intellectual property developed for the AWCXXXX, and will grant a free, non-exclusive, revocable license to the AWCOC to use any such intellectual property for the AWCXXXX.
- (b) The AWCOC will retain all rights to any intellectual property developed for the AWCXXXX, but grant the AWC Inc. a free, non-exclusive, irrevocable transferable licence to use any such intellectual property for future AWC Inc. events.
- (c) Intellectual property includes, but is not limited to:
 - (i) still photography;
 - (ii) computer software;
 - (iii) written material; and

- (iv) video material.

9. Insurance

- (a) The AWCOC must throughout the Term of the AWCXXXX maintain, with a reputable insurance company, a broad form public liability insurance policy in the amount of no less than \$1 million on behalf of the AWCOC and the AWC Inc. to cover all potential claims for injury or damage as a result of events at the AWCXXXX.
- (b) The AWC Inc must be named as an additional insured on all policies.
- (c) The AWCOC must, no less than six (6) months prior to the commencement of the AWCXXXX, provide the AWC Inc. with acceptable proof of currency and coverage for the insurance required in this clause 9. For the avoidance of doubt, the AWCXXXX will not proceed without fulfilment of this requirement.
- (d) The AWCOC must:
 - (i) If directed by the approved venue, prepare, distribute to and collect from each participant individually signed waivers of liability/ medical consent forms.
 - (ii) In the case of minors (under 18 years of age), waivers must be signed by the participant's parent or legal guardian. Waiver of liability will be provided by and subject to final approval by AWC Inc.

10. Commercial Partners

- (a) The Parties acknowledge that they will work together to identify, procure and service any appropriate commercial partners for the AWCXXXX.
- (b) The procurement of commercial partners will be based on two essential objectives:
 - (i) to offset event-related expenses; and
 - (ii) to enhance the participants' experience.
- (c) The AWC Inc. reserves the right to approve or disapprove any potential commercial partners, such approval will not be unreasonably withheld and will be given within fourteen (14) days of official notification.
- (d) To minimise the risk of this veto being needed, the AWC Inc. will provide the AWCOC with guidelines regarding types of commercial partners that would likely be disapproved by AWC Inc.
- (e) The AWC Inc. undertakes to send such guidelines to AWCOC within ten (10) days after signing this Agreement.

11. Dispute resolution

- (a) Both Parties agree to attempt to resolve any dispute in good faith.
- (b) The Parties agree to meet to discuss the matter in dispute, and, if possible resolve the dispute within fourteen (14) days after the dispute comes to the attention of all the Parties.
- (c) If the Parties are unable to resolve the dispute at the meeting, or if a Party fails to attend the meeting, then the Parties must, within ten (10) days, hold a meeting in the presence of a mediator.
- (d) The mediator:
 - (i) must be a person chosen by agreement between the parties; and
 - (ii) must not be a person who is a party to the dispute or is related or has an interest in the affairs of a party to the dispute.
- (e) The mediator, in conducting the mediation, must:
 - (i) give the parties to the mediation process every opportunity to be heard;
 - (ii) allow due consideration by all parties of any written statement submitted by any party; and

- (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (f) The mediator must not determine the dispute.
- (g) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.
- (h) Despite the existence of a dispute, the Parties must continue to perform their respective obligations under this Agreement, to the extent practicable.
- (i) Nothing in this clause 11 prevents either Party from seeking urgent interlocutory relief.

12. Miscellaneous

12.1 Costs

Each Party will bear its own costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under, this Agreement.

12.2 Relationship

Neither Party is an employee, agent or partner of the other for any purpose.

12.3 Inconsistency

In the event of inconsistency between the terms of this Agreement, for the purpose only of resolving the inconsistency, the following order of decreasing priority applies:

- (a) operative provisions of this Agreement;
- (b) other attachments (if any).

12.4 Entire understanding

- (a) This Agreement, including all Schedules and annexures, together with the Tender Response, contains the entire understanding between the Parties as to the subject matter of this Agreement.

12.5 Rights cumulative

Subject to any express provision in this Agreement to the contrary, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

12.6 Operation of indemnities

Each indemnity in this document survives the expiry or termination of this Agreement.

12.7 Severability

If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement, but without affecting the continued operation of the remainder of the Agreement.

12.8 Further assurance

Each Party must promptly execute all documents and do all things that any other Party from time to time reasonably requires of it to effect, perfect or complete the provisions of this Agreement and any transaction contemplated by it.

12.9 Governing Law and jurisdiction

- (a) This Agreement is governed by and is to be construed in accordance with the laws in force in Tasmania.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Tasmania and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

12.10 Assignment by the AWCOG

The AWCOG must not assign, novate, transfer, encumber, or otherwise dispose of any of its rights, title or interest in or under this Agreement, without the prior written consent of the AWC Inc.

12.11 Counterparts

This Agreement may consist of a number of counterparts and if so, the counterparts taken together constitute one and the same instrument.

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Schedule 1 Event Details

Item 1. Event Title/Event theme

The Australian Wiccan Conference XXXX will be called: <insert theme or by-line. Also perhaps include a short burb about the event

Item 2. Event Date

<insert the dates of the Event >

Item 3. AWCOG Details

Chair of AWCOG

Name <insert details>

Telephone <insert details>

Email address <insert details>

Finance Officer

Name <insert details>

Telephone <insert details>

Email address <insert details>

Operations Officer

Name <insert details>

Telephone <insert details>

Email address <insert details>

Item 4. AWC Inc. Details

<insert Title/position

Name <insert details>

Telephone <insert details>

Email address <insert details>

<insert Title/position

Name <insert details>

Telephone <insert details>

Email address <insert details>

Item 5. Venue

<insert details of the Venue chosen

Schedule 2 Timeline

The following timeline should be followed. Any changes to the timeline must be agreed to by the Parties in writing.

The following timeline should be followed by AWCOC:

T-12 months (minimum)

Dates, venue and budget of the AWC [Year] submitted to AWC for approval.

T-11 months

First advertising deadline. Advertising may occur before this time.

T-7 months

Deposits due.

T – 6 months

AWCOC provides updated budget to AWC.

T- 2 months

Balance of fees due.

T-6 weeks

Final program submitted to AWC for approval.

T-4 weeks

Program published for participants.

AWCOC provides pre-AWC [Year] update of the budget to AWC

All exceptions to this timeline to be approved by the AWC Committee.

T + 12 weeks

AWCOC provides final report to AWC

1. General

These Terms & Conditions of Entry (Terms & Conditions) set out the standards of behaviour expected of all attendees at the Australian Wiccan Conference 2017 (AWCXXXX). As a registered attendee to the AWCXXXX you will have the following rights and responsibilities for the duration of the AWCXXXX event. As a registered attendee you agree to abide by these Terms & Conditions.

The Organisers of the AWCXXXX reserve the right to refuse entry or evict any person from the event who does not comply with these Terms & Conditions, or engages in any illegal activity or any activity deemed in the Organisers' sole discretion to be antisocial.

2. Registration

The AWCXXXX is a private gathering open only to individuals who have pre-registered. You must have registered for the event prior to arriving to the event. There will be no registrations at the Venue of the AWCXXXX.

3. Payments, Cancellations and Refunds

- To be eligible to attend the AWCXXXX, your Registration and Accommodation Fee must be paid in full prior to **T – 2 months**.
- Accommodation options are limited. Your Registration Type Fee acts as a deposit, however you must pay the Accommodation Package Fee in full in order to guarantee your preferred accommodation at the AWCXXXX. Unless otherwise indicated by the Organisers, all Accommodation Packages will be allocated on a 'first in, first served' basis.
- All Fees paid are refundable if you cancel before **18 August 2017**. All cancellations received after this date will only be refunded at the sole discretion of the Organisers.
- If you are a 'no show' at the AWCXXXX, you will not be eligible for a refund of any of the Fees paid.

4. Rights

As a registered attendee to the AWCXXXX you have the right to:

- ask the event Organisers questions, requesting more information about any aspect of the weekend;
- Ask the presenters at the event questions about any aspect of the presentation they have given at the event;
- actively engage with all activities offered throughout the weekend;
- be respected regardless of age, rank, or perceived status ;
- feel safe and to feel that your belongings are safe;
- receive what you paid for – accommodation, catering and activities;
- express your spiritual/religious beliefs; and
- bring any disagreements, disputes, or serious incidents to the attention of the Organisers of the AWCXXXX. The Organisers will be clearly marked, and will use their best endeavours to assist you. The Organisers may, at their discretion, classify a disagreement or dispute brought to their attention as vexatious. The Organisers of the AWCXXXX will be under no obligation to investigate disagreements or disputes which they deem to be vexatious.

5. Responsibilities

As a registered attendee to the AWCXXXX, you acknowledge and agree to:

- follow any reasonable direction given to you by the event Organisers or the Venue staff;
- treat all other attendees and the Organisers with courtesy and respect;
- actively listen and respect presenters at lectures and workshops (this includes not inappropriately talking while others are talking, presenting, or performing);
- look after your own belongings including your magical tools and musical instruments;
- ask before touching another attendee's magical tools or instruments;
- attend pre-ritual briefings if you intend on participating in the main ritual. The pre-ritual briefing is to ensure you know what will occur during the main ritual and provide you with the opportunity to ask questions to determine its suitability for your attendance;
- look after and be responsible for the actions of your children; and
- follow all the rules of the Venue, a copy of which will be provided to you prior to the event.

6. Disruptive Behaviour

The following type of behaviour will result in you being asked to leave:

- attempting to conduct personal group rituals, casting private/group circles at the AWCXXXX without the event Organisers' permission. This includes using the AWCXXXX as a forum for airing personal grievances;
- religious vilification, pagan or otherwise;
- engaging in illegal drug use;
- smoking inside buildings, enclosed common areas, or other areas explicitly designated as non-smoking by either the Venue or event Organisers;
- intoxication to the extent that it impacts on others' enjoyment of the event;
- engaging in obscene behaviour;
- stealing;
- picking fights, or threatening actual assault; and
- sexual harassment of any kind.

As an attendee you acknowledge and agree that the main ritual of the AWCXXXX will not be skyclad, and that the AWCXXXX event in general is NOT clothing optional.

The breaking of any State or Federal laws will see attendees being immediately evicted from the AWCXXXX, and face possible criminal sanction.

7. A note on ritual blades

Insert State-based knife laws. Below is the information for NSW.

In NSW double edged blades are classified as prohibited weapons. If found carrying a ritual blade to and from the AWCXXXX by the Police, the ritual blade may be confiscated, and the owner of the ritual blade may be charged with a criminal offence. Attendees to the AWCXXXX acknowledge that if they travel to the AWCXXXX with their ritual blades, they do so at their own risk.

This Agreement is executed on last date written below

Signed by the **Australian Wiccan Conference Incorporated** in accordance with its constitution.

<insert name>

Signature

<insert position>,

Date

**Signed by the Australian Wiccan Conference
XXXX Organising Committee** by its authorised
representative

<insert name of authorised representative>

Signature

<insert position if necessary>

Date