



**THE AUSTRALIAN WICCAN CONFERENCE INC**

**Address:** PO Box 818

Rosny, Tasmania 7018

**Incorporated:** IA11834

**Email:** [australianwiccanconference@gmail.com](mailto:australianwiccanconference@gmail.com)

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**Event Contract for the Australian Wiccan Conference [year]**

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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)**.

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## 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 XXXX 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 if applicable>**

#### 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. This means that, in addition to any advertising undertaken by the AWCOC, AWC Inc may advertise the event through it's various networks including website and social media. This clause in no way impedes the AWCOC's control over advertising, ticket sales, or right of refusal to any attendee.

#### 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 promotional material, administrative material and printed materials, including programs and website, and anywhere there is mention of sponsors and supporters of **AWCXXXX**.

- (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) The AWCOC must include at least two (2) Full financial members of the AWC Inc.
- (b) One member of the AWC Inc executive committee will serve as a liaison between the AWCOC and AWC Inc for the purposes of guidance and oversight, but not to interfere with the AWCOC's management of their event. The AWC Inc liaison must not be a member of the AWCOC to avoid any conflict of interest.
- (c) The AWC Inc liaison can participate in AWCOC meetings or be apprised of decisions made by the AWCOC via the provision of minutes following the meeting, at the discretion and convenience of the AWCOC.
- (d) Advisories issued by the AWC Inc liaison must be presented to a meeting of the AWCOC at the next meeting of the AWCOC, and results of that meeting passed to the liaison at the earliest opportunity.
- (e) In the event that a member of the AWCOC ceases to be a full member of the AWC Inc, that individual will have 30 days to renew their membership of the AWC Inc, after which time the AWCOC will be required to provide the contact details for another of their number who is a current and full financial member of 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 liaison with the AWCOC. How the AWC Inc liaison relationship is managed should be negotiated between the liaison and the AWCOC to the best satisfaction of both. In the event that a suitable arrangement cannot be negotiated, a mediation meeting will be conducted with the full executive of AWC Inc and the AWCOC. Such a meeting may be conducted by conference call, skype, or other suitable means. Minutes of such a meeting will be recorded by the secretary of AWC Inc and distributed to all attendees within seven (7) days of the meeting.
- (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) provide the AWCOC will all necessary policies and document templates. In the event that the AWCOC does not have its own bank account they may use the AWC Inc account. Should the AWCOC wish to take up the option of using AWC Inc's accounts, the details of the AWC Inc. bank account will be provided to the AWCOC and copies of the bank accounts shall be provided to the AWCOC for the duration of their use of that bank account.
- (b) ensure that the income and expense for the **AWCXXXX** is audited in accordance with the *Associations Incorporations Act 1964* (Tas);
- (c) ensure that the **AWCXXXX** complies with all regulations and guidelines adopted by the AWC Inc.;
- (d) establish a mechanism and policies for dealing with disciplinary issues during the **AWCXXXX**;
- (e) organise and chair the AWC Inc. Members' Forum and other AWC Inc. meetings during the period of the **AWCXXXX**;
- (f) provide assistance, guidance and cooperation to the AWCOC in order to ensure a successful Event;
- (g) approve the **AWCXXXX** logo(s) to ensure compliance with AWC Inc.; and
- (h) 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** a template for which can be found at <http://www.wiccanconference.org/wordpress/about/conference-templates/>
- (i) accept responsibility for all the local financial aspects of running the **AWCXXXX** within the budget provided to AWC Inc.; and
- (j) provide final event report, including an income and expense statement within 12 weeks after the close of the **AWCXXXX**. In the event that the AWCOC uses AWC Inc's bank accounts financial reports shall be prepared by collaboration between the treasurers of both parties.

#### **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. Budgets are required to allow us to spot potential problems, or lack of planning, before they become problematic and this requirement is in place to help the AWCOC from the store of experience embodied in the AWC Inc committee. It is not intended to undermine the AWCOCs control over their decision making or financial management.
- (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 held liable 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 AWCXXXX 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 except where intellectual rights are already retained by another, and the AWCOC is given permission to use that intellectual property for the event, but not given permissions extending beyond the event.
- (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) It is the decision of the convening AWCOC to allow or disallow minors to attend the event, or any part of the event, but this decision must be clearly indicated in advertising and promotional materials before ticket purchases are made. Any arrangements for the attendance of minors must be clearly defined in the T&C for attendees. 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. Such mediations may be conducted by electronic means or conference calls as it is acknowledged that people may be geographically distant.
- (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.

**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>

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Item 2. Event Date

<insert the dates of the Event >

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Item 3. **AWCOC** Details

**Chair of AWCOC**

**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>

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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>

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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 AWCOG: 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

AWCOG 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.

AWCOG 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

AWCOG provides final report to AWC

## Schedule 3 Terms and Conditions for attendees at AWCXXXX

### 1. General

These Terms & Conditions of Entry (Terms & Conditions) set out the standards of behaviour expected of all attendees at the Australian Wiccan Conference XXXX. 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**.
- A range of ticket prices should be offered, which will reflect a range of accommodation options as available at the chosen venue. Every effort should be made to ensure the venue has more than one accommodation option to allow a range of price points, and to allow day passes to the venue allowing people to secure off site accommodation where appropriate.
- All Fees paid are refundable if cancellations occur before an advertised cut-off date. All cancellations received after this date will only be refunded at the sole discretion of the Organisers.
- Not turning up at the AWCXXXX will not be deemed grounds for a refund.

### 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