

## **Australian Industry Group Defence & Security Delegation to Vietnam**

**(18-22 March 2024)**

### **Delegate Application Terms & Conditions**

Please read and accept the following conditions before submitting your expression of interest to participate in the Australian Industry Group (**Ai Group**) Defence & Security Delegation to Vietnam (the Delegation). Submissions of an expression of interest will be taken as 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. Ai Group 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 Ai Group will be final and no correspondence will be entered into.

#### **2. No legal relationship**

- a. Nothing in these Terms & Conditions shall imply the creation of any legal relationship between the Delegate and Ai Group.
- b. No party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other party, no indemnity, nor shall they make any representation to any third party.
- c. Ai Group makes no representations as to, and shall not have any responsibility nor liability for, the success or otherwise of the Delegation. Ai Group 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 Ai Group.
- 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:
  - International flights to and from the Program destination and domestic/international required to participate in the Program;
  - Airport transfers (Unless specifically stated in the Program Agenda);
  - Accommodation;
  - Meals (Unless at events included as part of the Program Agenda);
  - Taxes, tips, visas, transport, tour etc.
- d. Delegates are responsible for arranging their own comprehensive travel insurance.
- e. Delegates are responsible for familiarising themselves with all COVID-19 requirements in Vietnam.
- f. Delegates must maintain appropriate business ethics and comply with Australian and Vietnamese legal obligations during the Delegation, including with respect to anti-bribery laws and confidentiality.
- g. Delegates must follow the reasonable instructions of the Vietnamese hosts and Austrade when participating in any Delegation activities.

**4. Acknowledgement of Risk and Responsibility**

- a. Delegates must make their own assessment regarding the appropriateness and risk of travel to any destination. Ai Group does not warrant the safety of travel in any respect, nor to the regions being visited as part of the Program. All Delegates are advised to visit [smartraveller.gov.au](http://smartraveller.gov.au) for more information prior to travel.
- b. Delegates must hold, maintain, and provide Ai Group 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. All Delegates accept full responsibility for all of the business and organisational outcomes arising from their participation. Ai Group will not be held responsible for the commercial endeavours of any party that participates in the Program. Ai Group accepts no duty of care and disclaims all liability in connection with a Delegate's participation in any Program.
- d. A Delegate's engagement with any third party, referred to them by Ai group, is at their own risk and Ai Group 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.

**5. Program changes**

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

**6. Program Evaluation**

- a. If requested by Ai Group, all Delegates agree to participate in a formal evaluation of the Program conducted by the Ai Group or its agents immediately after the Program.
- b. If evaluation forms are not received, Ai Group reserves the right to exclude the Delegate from participation in future Programs.