Terms & Conditions ~ Nelson Assembly June 2022

1. APPLICATION OF TERMS

- 1. These Terms apply to your use of https://www.aa.org.nz/ ("the Website").
- 2. You agree to be bound by these terms and conditions.
- 3. We may amend these terms and conditions from time to time and these changes will be deemed to be immediately incorporated into and form part of these Terms. By continuing to visit and use our website and purchase our products and services, you will signify your agreement to be bound by the amended Terms. We encourage you to read our Terms and check back often.
- 4. These Terms are governed by the laws of New Zealand.
- 5. If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.

2. DEFINITIONS

In these Terms:

- 1. Including and similar words do not imply any limit
- 2. **Personal information** means information about an identifiable, living person
- 3. We, us or our means The New Zealand General Service Board of Alcoholics Anonymous Incorporated (NZGSBAA Inc.)
- 4. Website means https://www.aa.org.nz/
- 5. You means you or, both you and the person on whose behalf you are acting.

2. PRODUCTS AND SERVICES

- 1. The registration for Assembly is as detailed within the brochure. We reserve the right to amend these prices & services, any of which are beyond our control. We will not change the price for a product you have already completed purchased.
- 2. The details of our Assembly & services including duration & content is provided on both the Website & our brochure.
- 3. All weekend activities will be subject to availability of venue & any legislation compliance requirements during this moving feast we call Covid in both the workplace & community. We will inform you as soon as possible if either the weekend you have arranged changes, venue is no longer available or other consequences beyond our control.

3. REFUND & COVID REPONSE POLICY

- 1. Teapot Valley venue refund policy advises us: if our weekend / camp cannot go ahead because of government legislation we will refund any money been paid. If you choose not to come because of Covid 19 in the community, we will roll your deposit over for a future booking.
- 2. Given incurred costs todate we believe to take the same approach with our member registrations & accordingly refunds will be completed on a proportional basis deducting costs & distributing the differential.

4. PAYMENT METHODS

1. All services and products purchased through either the Website or online on the brochure are payable upon purchase by internet banking direct credit. Any additional costs over weekend can be similar or by way of cash.

5. COVID FRAMEWORK

- 1. **Groups & Events** Under the Covid Protection Framework @ Teapot Valley Christian Camp is operating as a hospitality & events venue General Policies & Procedures for Covid
- 2. Contact tracing ~ The Group IS REQUIRED TO provide a list of all the people attending the venue. This list will contain names of participants, & the cabin they slept in. We have an accommodation allocation form which is suitable. Accordingly, please, Covid passports are required & we would appreciate your making them available. Currently @ time of writing we are unable to accept unvaccinated members given the venue & legislative requirements.
- 3. Clarifying participant health information ~ All people onsite need to be declared clear of Covid-19 signs & symptoms for the two weeks prior to attending. The group needs to be confident participants & / or their guardians are sufficiently reliable to provide this information. If this is not the case then additional clarification will be required. Any underlying medical issues participants have which could affect their safe participation e.g. asthma which was easily managed prior to Covid-19 are disclosed.
- 4. Additional people on site ~ there will only be a single group on site at any given time. Any contractors & suppliers will sign in & remain isolated from other people on site. If they are on site for extended periods of time they will be allocated separate toilets. Areas where any contractors are working will be fenced off from other people on site
- 5. Camp staff ~ all staff are monitored continuously & will be clear of Covid-19 signs & symptoms. If any staff show signs or symptoms they will be isolated & tested. Groups will be advised of any positive cases during the two weeks prior to them attending. Teapot Valley venue is constrained by the Privacy Act to not reveal personal information of staff. However, we can provide assurance, we are compliant with all of our obligations under the Vaccination Health Order.
- 6. **Groups** ~ will need to follow all policies & recommendations from the Ministry of Health.
- 7. Accommodation ~ where possible people will be spread throughout all our cabins to limit the number of people staying in each cabin. When people are sleeping in close proximity to each other they will sleep head to feet or feet to feet to minimize close head to head contact. People will be encouraged to keep all personal gear tidy confined to their own bag / pack as much as possible. Any wet gear should be hung out to dry on the lines in front of the cabins.
- 8. Catering ~ serving will be done by camp staff wearing masks. There is to be no sharing of cutlery, crockery or cups. People should only touch the items they are eating or drinking from. There is to be no sharing of food from other people's plates. Condiments & such extra items will only be available from a designated area & will be handled by a single gloved person. Tables will be sprayed & wiped with an approved sanitizing product before each meal. Everyone is encouraged to use sanitizer at the servery.

- 9. Activities Social distancing will be maintained at all activities between camp staff & group participants. Where this is not possible camp staff will wear masks.
- 10. Person showing symptoms of Covid-19 while on site ~ the person will be separated from other people in the first aid room or another isolated area. The Ministry of Health will be contacted (0800 358 5453) & we will follow their advice regarding isolation, contract tracing & protecting others on site. Where possible two meters separation will be maintained between the person & anyone else on site. PPE will be worn if two meter separation cannot be maintained. Communication of outcomes will be done as per the Ministry of Health recommendations.
- 6. MANAGING AN EMERGENCY Emergencies will be managed as according to & by means of normal SOP's. ¹ The priority in an emergency is ensuring everyone is safe from the threat arising through the emergency event ~ fire, flood, earthquake for example. Once this has be established social distancing & sanitizing etc will be maintained at assembly points until the all clear has been given by emergency services. We regularly review these policies & procedures & will update them as guidelines change

7. DISCLAIMERS

- 1. To the extent permitted by law, we & our licensors have no liability or responsibility to you or any other person for any Loss.
- 2. You are responsible for ensuring your access to & use of the Website is not illegal or prohibited, & for your own compliance with applicable local laws.
- 3. NZGSBAA Inc. does not accept any liability for, & is not responsible for, any damage, loss or injury caused by the use or misuse of our products.
- 4. The Website, our products & all blog articles, resources, tools, & other resources on the Website are educational & informational resources only& are not a substitute for any kind of professional or specialist advice. We cannot guarantee the outcome of following any recommendations provided & any statements made regarding the potential outcomes are expressions of opinion only.
- 5. By continuing to use & read our website, all blog articles, tools, & other resources; by buying & using our products, you acknowledge we cannot guarantee any particular results, as such outcomes are based on subjective factors not within our control. Therefore, following any information or recommendations provided on website & in our blog articles, tools, & other resources, & using our products, is at your risk.

8. LIABILITY

¹ An SOP is a procedure specific to your operation that describes the activities necessary to complete tasks in accordance with industry regulations, provincial laws or even just your own standards for running your business. Any document that is a "how to" falls into the category of procedures. SOPs are often used to demonstrate compliance with the regulation or operational practices and to document how tasks must be completed at your organization. Often when a company is growing and just starting, the CEO or management team tend to make all the internal decisions.

- 1. To the maximum extent permitted by law:
 - 1. you access and use the Website at your own risk; and
 - we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

9. GENERAL

- 1. If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.
- 2. These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Website.
- 3. For us to waive a right under these Terms, the waiver must be in writing.
- 4. These Terms set out everything agreed by the parties relating to your use of the Website, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website not expressly set out in the Terms, & no such representation, warranty or agreement has any effect from the date you agreed to these Terms.

10. FEEDBACK

 If you have any feedback or a complaint, please provide in writing & email General Service Office at <u>nelsonassembly2022@gmail.com</u>.