

Graduation Ceremony Terms and Conditions



1. Ceremony booking

1.1. If Kaplan Professional (Kaplan Higher Education Pty Limited, ABN 85 124 217 670) has invited you to be conferred with your degree ('Graduand') at a graduation ceremony ('Event') this invitation extends to you and two (2) guests. To accept this invitation, you will need to pay a non-refundable processing fee per booking (for up to three people) to Kaplan Professional.

1.2. Graduands may book up to three (3) additional guest places, subject to availability. The total number of attendees per Graduand (including themselves) is capped at six (6).

1.3. Children aged under 18 years may attend the Event free of charge but will still count toward the maximum of five (5) guests allowed per Graduand. All children under 18 must be accompanied by an attending guest of the Graduand, who remains responsible for them at all times, including ensuring they do not consume alcohol at the Event.

1.4. Processing fee details are available on the website: www.kaplanprofessional.edu.au.

2. Processing fee inclusions

2.1. Each guest place includes: entry and refreshments for you and your guests and access to a free digital download of your stage photo and other photos.

2.2. At the time of booking, a Graduand must specify the names of guests with any food allergens or restrictions, and the particulars of those food allergens or restrictions. Graduands and guests must identify themselves and their food allergies and restrictions to Kaplan Professional upon arrival at the Event. While Kaplan Professional will take reasonable steps to communicate dietary needs to the venue, it does not guarantee allergen-free food and accepts no liability where it has failed to take all reasonable precautions.

2.3. By attending the Event Graduands consent, and will procure the consent of their guests, to being photographed, recorded, filmed and captured on any CCTV. Kaplan Professional may use such media (excluding CCTV) for promotional, educational, and commercial purposes without further notice or compensation.

3. Availability and Transfers

3.1. Booked places to the Event are personal to the Graduand and their nominated guests. Once a booking has been completed, changes (including transferring guest places between different individuals, venue selection or additional guest places) will not be permitted without manual review and approval by Kaplan Professional.

3.2. All bookings are subject to venue capacity limits and will be processed on a first-come, first-served basis.

3.3. Additional guest places are subject to availability and are not guaranteed.

4. Refund and Cancellation Policy

4.1. All processing fees are non-refundable.

4.2. Kaplan Professional may need to make changes to the Event, including but not limited to date, time, and venue due to circumstances beyond its reasonable control.

4.3. Kaplan Professional will not be liable for any cancellation, rescheduling, or modification of the Event due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, government regulations, public health emergencies, or unforeseen venue unavailability. In such cases, Kaplan Professional will make reasonable efforts to provide alternative arrangements but shall not be liable for any consequential losses incurred by Graduands or guests, including but not limited to travel and accommodation costs. In such cases, reasonable efforts will be made to notify Graduands in advance.

4.4. If the Event is cancelled by Kaplan Professional, a refund or alternative arrangement will be offered.

5. Accessibility

5.1. The Graduand must notify Kaplan Professional sufficiently in advance if any reasonable accommodations are necessary if they or their guests have special accessibility needs.

6. Conduct and liability

6.1. Graduands and their guests must comply with any venue Code of Conduct displayed at the entrance to the Event, and must not smoke or vape or engage in violent, intimidating, harassing or threatening behaviour (including inciting violence in any speech) or bring outside food and beverages into the venue. Kaplan Professional has the right to remove attendees from the Event venue who engage in disruptive or unlawful behaviour.

6.2. Graduands and their guests must not damage or destroy any Kaplan Professional or third party property at the Event venue.

6.3. The Graduand is liable for their actions, and the actions of their guests, that cause or contribute to any and all loss or damage incurred by Kaplan Professional or a third party (such as the venue owner), arising out of or in connection with a failure to comply with any of these terms.

6.4. To the extent permitted by law, Kaplan Professional is not liable for claims, and the Graduand releases Kaplan Professional from any claim, related to Event attendance, including personal injury or death (including due to any failure to notify any allergens), loss of property, or other incidents that are beyond its reasonable control, or actions of the Event venue management or other attendees.

7. Privacy

7.1. All personal information collected and processed in connection with bookings and attendance is managed in accordance with Kaplan's Privacy Policy, www.kaplanprofessional.edu.au/privacy-policy/.

8. Australian Consumer Law

8.1. Nothing in these terms and conditions limits a Graduand's rights under applicable Australian Consumer Laws (ACL) as set out in the Competition and Consumer Act 2010 (Cth). Where goods or services are provided as part of this transaction are subject to consumer guarantees under the ACL, the Graduand is entitled to remedies including repair, replacement, refund, or compensation, where applicable.

9. General Conditions

9.1. By making a booking, the Graduand agrees to abide by these terms and conditions.

9.2. To the extent permitted by law, the Graduand releases, indemnifies and agrees to hold harmless Kaplan Professional (and its staff) indemnified from and against any actions, claims, demands, losses, damages, costs and expenses (including legal fees) arising from the Graduand's or their guests attendance at the Event, including but not limited to claims related to damages, loss, negligence, accident, personal injury, death, venue Code of Conduct violation, or actions taken by third parties (including due to failure to communicate an allergy).

9.3. Any disputes or concerns regarding these terms and conditions or the Event must first be directed to Kaplan Professional for resolution.

9.4. If a term or part of a term of this agreement is illegal or unenforceable it may be severed from this agreement and the remaining terms or parts of the terms of this agreement continue in force.

9.5. These terms and conditions are governed by the laws of New South Wales, Australia.

