

RESUS READY FIRST AID TRAINING – TERMS AND CONDITIONS

Resus Ready First Aid Training offers first aid training courses offering businesses the opportunity to schedule courses according to their needs including providing onsite training in partnership with Allens Training Pty Limited RTO 90909 (**Allens Training Pty Ltd**).

1 Acceptance

- (a) This website (Site) is operated by Karena Hull trading as Resus Ready First Aid Training ABN 33 234 819 902 (**we, our or us**). It is available at: www.resusready.com.au and may be available through other addresses or channels.
- (b) By accessing and/or using our Site, you; each person, entity or organisation using our Site (referred to as **you** or a **user** or **student** as applicable):
 - (1) warrant to us that you have reviewed these Terms and Conditions, including our Website Terms of Use (available on the Site) and our Privacy Policy (available on the Site) (**Terms**), and you understand them;
 - (2) warrant to us that you have the legal capacity to enter into a legally binding agreement with us and you are at least 18 years of age; and
 - (3) agree to use the Site in accordance with the Terms.

Please read the Terms carefully and immediately cease using the Site if you do not agree to them.

- (c) If you are agreeing to these Terms not as an individual but on behalf of a company, your employer, an organisation, government or other legal entity (**Represented Entity**), then “you” or “user” means the Represented Entity and you are binding the Represented Entity to these Terms. If you are accepting these Terms and using our services on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.
- (d) In these Terms and Conditions:
 - (1) 'courses' includes first aid training courses and other courses or courses provided or available through our Site including onsite training courses;
 - (2) 'products' means the purchase of any first aid supplies purchased at our courses or online;
 - (3) onsite courses means any course that is held on your premises;
 - (4) offsite courses means any course that is not held on your premises and is arranged by us;
 - (5) prescheduled courses means any course that is organised and arranged by us; and
 - (6) face-to-face training includes both onsite, offsite and prescheduled courses.
- (e) These Terms apply to products even where the purchase of products is made in person at face-to-face training.
- (f) You may be required to create an account in order to purchase courses from us. You must ensure that any personal information you give to us when creating an account is accurate and up-to-date. All personal information that you give to us will be treated in accordance with our Privacy Policy. If you are accepting these Terms on behalf of anyone else including signing up your employees or a Minor (defined below) to courses you warrant that you have consent to disclose their personal information to us and Allens Training Pty Ltd in accordance with our Privacy Policy.

2 Minors

- (a) You must not create an account and/or place an order for courses through the Site unless you are at least 18 years of age. If you are at least 13 years of age but under 18 years of age (a **Minor**) you must ask your parent or legal guardian to place an order for courses through the Site on your behalf and obtain your parent or guardian’s consent to be able to participate in any courses.
- (b) If you are ordering a course for a Minor you agree to: (i) assume all risks associated with, and liabilities resulting from, the Minor’s participation in the course (including any online component); (ii) ensure that the course is suitable for the Minor (including any online component); (iii) ensure all information submitted to us on behalf of the Minor is accurate; and (iv) provide the consents, representations and warranties contained in the Terms on the Minor’s behalf. In considering whether the course is suitable for the Minor you acknowledge that some of our courses such as CPR and first aid courses contain graphic content depicting, but not limited to, real life CPR and wounds. You must consider this when ensuring that the course is suitable for a Minor.
- (c) Students under the age of 18 are required to obtain parental/guardian consent to be able to participate in all Nationally Recognised courses offered by us and Allens Training Pty Ltd using this [form](#).

3 Registration

- (a) You have the option to create an account to order and purchase courses from us and store your personal information. You must ensure that any personal information you give to us when creating an account is accurate and up-to-date. All personal information that you give to us will be treated in accordance with our Privacy Policy.

- (b) When you create an account, your username will be your email address and you may choose a password. It is your responsibility to keep your account details confidential. You are liable for all activity on your account, including purchases made using your account details.

4 Bookings

- (a) You may order courses from us as set out on the Site. Any order placed through the Site is an offer by you to purchase a particular course for the price notified at the time you place your order.
- (b) We may, at our absolute discretion, accept or reject an order. We will endeavour to notify you of a rejection at the time of the order or within a reasonable time thereafter.
- (c) Each order that we accept results in a separate binding agreement between you and us for the supply of a course or courses in accordance with the Terms.
- (d) It is your responsibility to check the order details, including selected courses, pricing, date and time before you submit your order through the Site.
- (e) When you order and pay on the Site and your payment has been validated, you will be sent a confirmation email with a link attachment to enrol in the specified course/s through Allens Training Pty Ltd.

5 Minimum Course Numbers

- (a) Onsite training courses require a minimum of 4 student bookings to run. You will only be permitted to make a booking for a minimum of 4 students.
- (b) Offsite training courses require a minimum of 10 student bookings to run. You will only be permitted to make a booking for a minimum of 10 students.
- (c) Where a course has minimum course numbers it is your responsibility to ensure the minimum number of students attends the course. No refunds will be given unless in accordance with our cancellation policy below.
- (d) Prescheduled training courses will be as set out on the Site.

6 Course Requirements

- (a) Course students are required to comply with the course requirements, including the requirements of Allens Training Pty Ltd in order to be issued with nationally accredited certification.
- (b) The Australian Skills Quality Authority requires that students be aware of their rights and responsibilities once they have selected their training provider. By enrolling into any of our courses you are deemed to have accepted the terms and conditions outlined in the [Allens Training Student Agreement](#). If you are signing up to these Terms on behalf of another student or students you must ensure they have read and accepted these Terms and the Allens Training Pty Ltd Student Agreement.
- (c) After enrolment the student will have access to the pre-course learning and assessments which must be completed prior to face-to-face training.
- (d) Nationally accredited certificates cannot be issued unless:
 - (1) online pre-course learning and assessment is completed and a print out of the completion certificate is presented to the trainer prior to the face-to-face training day;
 - (2) students attend face-to-face training day/s and are deemed competent in all assessments;
 - (3) students have shown valid photo identification to the trainer prior to the commencement of the course; and
 - (4) students have provided their Unique Student Identifier.
- (e) Students must ensure they are on time for any face-to-face training to ensure all required components are completed and to be issued with nationally accredited certification. Students must contact the trainer if they are running late.
- (f) You acknowledge that you will use our equipment during all training and agree to take all due care when handling any equipment provided. If you misuse, destroy or otherwise damage our equipment we reserve the right to charge you for any damage or replacement of our equipment required.
- (g) To improve our services, we may collect feedback after face-to-face training. You are encouraged to be honest and accurate in all feedback you give. You may also be asked to give a testimonial either written or filmed and be photographed or filmed during courses. If you do not wish to be photographed or filmed please let your trainer know at the beginning of the course. Any personal information will be treated in accordance with our Privacy Policy.

7 Course Cancellation

- (a) We do not provide refunds for change of mind or other circumstances other than in accordance with our cancellation policy set out below. To the extent permitted by law, subject to clause 7(b) below, we will charge the following cancellation fees if you contact us providing the following notice:

- (1) If you cancel more than 10 days before the start of a course we will provide you with a full refund of the Price or provide you with an option to change the date of the course (subject to availability);
 - (2) If you cancel with less than 10 days' notice but more than 48 hours before the start of a course we will refund you 75% of the Price; and
 - (3) If you cancel with less than 48 hours' notice before the start of a course no refund will be provided.
- (b) If you do not provide us with notice of cancellation or rescheduling as set out in clause 7(a), no refunds will be made.
 - (c) In preparation for each course, we incur costs to provide the course to you, for example (but not limited to) venue booking costs for offsite courses, first aid consumables and Allens Training Pty Ltd costs. In the event that we cancel or reschedule a course at your request, any refund will be made less any expended costs for which we are unable to obtain refunds. In the event that rescheduling a course means an additional external cost for us, we will inform you in advance and you will pay such cost in accordance with clause 9.
 - (d) The type of course cannot be changed once payment has been made.
 - (e) If your course has a minimum course number requirement it is your responsibility to ensure that the minimum course numbers attend the course. We will not provide refunds where the minimum number of students do not attend minimum course number courses.

8 Accuracy of Course and Product Description

- (a) All products and courses listed on the Site are described to the best of our abilities and using the information available to us at the time including information from Allens Training Pty Ltd or any other registered training organisation. Care is taken to ensure that this information is correct, but we cannot eliminate the possibility of:
 - (1) human error in entry of information;
 - (2) incorrect information provided to us by suppliers or distributors; and
 - (3) failure of suppliers or distributors to supply updated information to us.
- (b) We reserve the right to change any information including but not limited to pricing, specifications, descriptions, or product and course names without notice.

9 Price and Payments

- (a) You must pay us the purchase price of each course or product you order as set out on the Site or provided to you during the course including any pre-agreed venue hire fees or other external costs described in clause 7(b) (the **Price**) in accordance with this clause. All amounts are stated in Australian dollars.
- (b) Unless otherwise stated our courses are GST free. Products sold will be inclusive of Australian GST (where applicable).
- (c) Unless otherwise stated you must pay the Price upfront at time of making your course order using one of the methods set out on the Site.
- (d) You must not pay, or attempt to pay, the Price by fraudulent or unlawful means.

10 Onsite Training Requirements

- (a) You must provide an adequate training environment that complies with all work health and safety standards and ensure that you discharge all applicable work health and safety responsibilities.
- (b) To ensure we can give you, and any employees of a Represented Entity, the best training atmosphere we request:
 - (1) access to toilet facilities;
 - (2) access to kitchen facilities;
 - (3) tables and enough chairs available for the number of students being trained; and
 - (4) one available and functioning electrical power point outlet in the training area.

11 Offsite Training Requirements

- (a) If you do not have an appropriate training area please contact us and one can be arranged close to you.
- (b) If we provide offsite training, the group discount for onsite group bookings does not apply.
- (c) If we provide offsite training, we may require you to pay a pre-agreed venue hire fee.

12 Product Orders

- (a) During any course provided we may offer products for you to purchase directly from us.
- (b) You must pay the Price using one of the methods we provide at the training.
- (c) Risk and title in the products will pass to you as soon as you have physical possession of the products. Once risk in the courses passes, you will be solely responsible for them.
- (d) We do not accept returns for change of mind or other circumstances.

13 Limitations

- (a) Despite anything to the contrary, to the maximum extent permitted by law:
- (1) our maximum aggregate liability arising from or in connection with the Terms (including the courses, products and/or the subject matter of the Terms) will be limited to, and must not exceed, the portion of the Price paid by you to us for the courses or products the subject of the relevant claim; and
 - (2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- (b) Despite anything to the contrary, to the maximum extent permitted by law, we will have no liability, and you release and discharge us from all liability, arising from or in connection with any:
- (1) loss of, or damage to, the products, or any injury or loss to any person including through using any equipment we provide when conducting courses;
 - (2) failure or delay in providing the courses;
 - (3) any loss or damage to your property or training environment when providing onsite training courses; or
 - (4) breach of the Terms or any law,
- where caused or contributed to by any:
- (5) event or circumstance beyond our reasonable control; or
 - (6) act or omission of you or your related parties,
- and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the courses or products.
- (c) Nothing in the Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law. In Australia, our goods come with guarantees which cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms.
- (d) You agree that any information contained on the Site and any materials provided with our courses (collectively **Materials**) are provided for general information purposes only and do not take into account your personal circumstances. The Materials are not intended to be advice and they are no substitute for professional medical advice based on your personal circumstances. You are solely responsible for determining the suitability of our courses for your circumstances and your reliance on the Materials is at your own risk. We strongly recommend you consult a medical professional before using our courses. Use of our courses and/or the Materials does not establish a doctor-patient relationship.

14 Intellectual property

- (a) All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with the Terms and the courses) will at all times vest, or remain vested, in us.
- (b) You must not, without our prior written consent:
- (1) copy or use, in whole or in part, any of our intellectual property;
 - (2) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our intellectual property to any third party; or
 - (3) breach any intellectual property rights connected with the Site or the courses, including (without limitation) altering or modifying any of our intellectual property; causing any of any of our intellectual property to be framed or embedded in another website; or creating derivative works from any of our intellectual property.

15 Termination

- (a) We may immediately suspend, terminate or limit your access to and use of the Site and (where applicable) your account if you breach the Terms and the breach cannot be remedied or is not remedied within 5 business days of us notifying you of the breach.
- (b) You may stop using the Site at any time for any reason.
- (c) We may stop making the Site (or any part of it) available without prior notice. If we do this, any order that we have accepted will not be affected, subject to the Terms.

16 Collection Notice

- (a) We collect personal information about you in order to provide you with your ordered courses and products, to enable you to access and use the Site, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) We may disclose that information to third party service providers who help us deliver our courses (including information technology service providers, data storage, web-hosting and server providers, professional advisors, payment systems operators and our business partners) or as required by law. If you do not provide this information we may not be able to provide our courses to you. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.
- (c) Our Privacy Policy contains further information about: (i) how we store and use your personal information; (ii) how you can access and seek correction of your personal information; (iii) how you can make a privacy-related complaint; and (iv) our complaint handling process.
- (d) By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy including to share your personal information with Allens Training Pty Ltd for the purposes of providing you with the courses

17 General

- (a) **Disputes:** Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms and Conditions without first meeting with a senior representative of the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).
- (b) **Notices:** Any notice given under these Terms and Conditions must be in writing and addressed to us at the details set out below or to you at the details provided when setting up your account/submitting your order. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of email.
- (c) **Waiver:** Any failure or delay by a party in exercising a power or right (either wholly or partly) in relation to these Terms and Conditions does not operate as a waiver or prevent a party from exercising that power or right or any other power or right. A waiver must be in writing.
- (d) **Relationship of parties:** These Terms and Conditions are not intended to create a partnership, joint venture or agency relationship between the parties.
- (e) **Severance:** If a provision of these Terms and Conditions is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms and Conditions without affecting the validity or enforceability of the remainder of that provision or the other provisions.
- (f) **Assignment:** You must not assign any rights or obligations under these Terms and Conditions, whether in whole or in part, without our prior written consent.
- (g) **Amendment:** We may, at any time and at our discretion, vary these Terms and Conditions by publishing varied terms on the Site. Prior to placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any order that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you placed your order.
- (h) **Governing law:** These Terms and Conditions are governed by the laws of Victoria. The Site may be accessed in Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with these laws in the place you access the Site.

For any questions and notices, please contact us at:

Karena Hull trading as Resus Ready First Aid Training ABN 33 234 819 902

Email: info@resusready.com.au

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