



## TERMS & CONDITIONS OF SALE

Updated 1 October 2024

These terms and conditions relate to goods and services offered by and purchased from St John Qld Ambulance Australia Queensland Limited.

By purchasing these goods and services, customers agree to the terms and conditions, which may be changed or updated from time to time.



## **A. TERMS & CONDITIONS – PRODUCTS, EQUIPMENT & SERVICING**

**(Includes first aid kits, their components and servicing, defibrillators and accessories, safety equipment and signage, PPE, and other advertised healthcare products)**

### ***Instruction and Explanation only***

#### **Contacting St John Qld**

*Unless otherwise specified, all enquiries in relation to St John Qld Products, Equipment & Servicing should be directed to:*

#### **St John Qld Training Consultants**

**Phone** 1300 ST JOHN (785 646)

**Email** [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au)

**Online** <https://www.stjohnqld.com.au/contact/>

*The Training Consultants is open from 7am to 5pm Monday to Friday, excluding public holidays, but messages and emails will be responded to on the next business day.*

#### **Definitions**

*St John Qld Ambulance Australia Queensland Limited is hereinafter referred to as “St John Qld”, “we” or “us”.*

*A “day” or “business day”, unless otherwise stated or agreed, is defined as a business weekday (Monday through Friday) and excludes weekends and gazetted public holidays.*

*Those who purchase goods and services from St John Qld are defined as “customer”, “client” or “you”. They may be an individual, association, club, corporation, company, government department or agency, or employer.*

#### **Warranty**

*All St John Qld branded products and equipment are sold on the condition that they meet St John Qld or Manufacturer’s Quality Standards and are fit for the purpose as set out in our specifications/manuals.*

*Brands other than St John Qld are subject to individual manufacturer’s Terms and Conditions of Trade.*

#### **Terms and Conditions**

*Unless otherwise agreed in writing on behalf of St John Qld, all goods and services ordered by a customer from St John Qld shall be supplied on the following Terms and Conditions.*



### **A1. Price and payment**

Payment shall be made by cash, credit card, bank transfer payment or cheque before delivery of the goods or performance of the services, except where the customer operates an approved account with St John Qld, in which case payment shall be made within 30 days of the date of St John Qld's invoice for the goods or services.

### **A2. Delivery**

St John Qld uses appropriately licenced and skilled transport and courier services for deliveries throughout Australia.

We undertake to despatch your order on the next business day provided the order is placed before 10:00am Brisbane time.

Goods will normally be dispatched Monday to Friday during standard business hours.

Customers should allow up to 10 business days for delivery.

A signature will be required at delivery address when receiving goods.

A packaging and delivery fee may be applicable.

A freight fee for large or major consignments will be quoted to the client prior to despatch.

St John Qld may adjust their delivery fees from time to time to take account of variations in the cost of services to St John Qld.

### **A3. Risk**

The risk in goods shall pass to the customer on delivery to the customer's delivery destination. However, ownership remains with St John Qld until such a time as full payment is made.

### **A4. Delay**

St John Qld will endeavour to fill orders promptly but will not be liable in respect of any delay occurring in the supply of goods and/or services and all consequences of such delay.

### **A5. Amendment of order**

Where the customer desires to amend the order or delivery schedule and St John Qld is prepared to accept the amendment, the price shall be amended to include the additional costs resulting from the amendment.



## **A6. Warranties and limitation of St John Qld's liability**

Prices may change, subject to manufacturers and cost increases.

- a) The customer shall receive the benefit of all warranties and conditions which are implied by law and which St John Qld may not lawfully exclude.
- b) Subject to (a) but to the fullest extent permitted by law, St John Qld excludes all other implied warranties and conditions and limits its liabilities for a breach of an express or implied term, condition, or warranty of this contract to one of the following at the option of St John Qld:
  - i. In the case of goods, the replacement or repair of the goods or the cost of replacing or repairing the goods, excluding any freight charges.
  - ii. In the case of services, to the supplying of the services again, or the cost of supplying the services again.

## **A7. Returned Goods and claims procedure**

The following procedure in respect of returning goods and making claims in conjunction with any alleged breach of any express or implied term, condition or warranty of this contract is designed to facilitate prompt handling of customer claims and to enable both St John Qld and the customer to mitigate any loss which either may suffer as a result of the alleged breach.

Except when otherwise required by law, St John Qld will accept product returns as outlined below:

### **a) Discretionary approval of returns**

St John Qld does not normally refund for goods incorrectly ordered by the customer or due to a customer's "change of mind", however at St John Qld's discretion, return of goods may be approved for return, subject to the goods being returned in a saleable condition, within 15 business days of the original order being processed, and at the customer's expense. Once returned, a credit note will be issued.

A restocking fee may be charged. No returns will be accepted after 15 business days.

### **b) Returning an item**

Inform St John Qld in writing of the intended return within 15 business days of the original order being processed by calling 1300 ST JOHN (785 646) or emailing [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au).

The physical return then needs to be made within 5 business days. A replacement item can be posted or delivered back to the address supplied.

Returned good(s) will be accepted for the following reasons:

- Goods supplied were not as originally ordered or were supplied incorrectly.
- Goods supplied were damaged or faulty.
- Goods were incorrectly ordered by the customer – note that this is subject to St John Qld approval as per (a) above.



### **c) Order discrepancy**

Please check off goods on arrival as we cannot guarantee replacement of disputed items after a period of 48 hours, or 2 business days.

### **d) Requirements to return an item/order**

To successfully receive a refund or credit for item/s, the following conditions must be met.

- All returned goods must be issued with a goods return number from St John Qld.
- All returned goods for credit will incur a 10% service fee with any/all freight charges being payable by the customer.
- All returned goods must be received back in a 'saleable' condition. Repackaging charges on return stock for damaged packaging will apply where applicable.
- Products held for over 14 days from invoice date will not be accepted back for credit or exchanged and are no longer eligible for return.
- At the discretion of St John Qld "special orders" may or may not be returnable.
- All goods must be returned with proof of purchase (i.e. Delivery Docket / Tax Invoice).

### **e) Refunds**

Once your goods are assessed and are considered acceptable for return, they can be credited. Refunds will be processed via either credit card refund, cheque, or account credit.

### **f) Reordering**

Re-ordering is acceptable; however, it will be a separate order from the credit.

Re-ordering can be done online, via email, phone, and fax.

### **g) Faulty goods**

As soon as a faulty item is discovered, please contact St John Qld. You will then receive a Goods Return Number (GRN) and will be provided an address to which the goods should be returned.

Please note you may not receive your credit or replacement on the spot as the warranty will need to be assessed.

### **A8. Goods and services tax (GST)**

Where applicable, a tax invoice with GST will be issued for all goods.

### **A9. Intellectual property**

Use of any intellectual property must have written authority of St John Qld. Exclusions are registered names, trademarks, logos, and specifications in training or product promotional material produced and commercially distributed to St John Qld.



## B. TERMS & CONDITIONS – TRAINING

### *Instruction and Explanation only*

#### **Registered Training Organisation (RTO)**

St John Ambulance (Queensland) delivers nationally recognised training and assessment on behalf of St John Ambulance Australia (RTO 88041).

#### **Contacting St John Qld**

Unless otherwise specified, all enquiries in relation to St John Qld training should be directed to:

##### **St John Qld Training Consultants**

**Phone** 1300 ST JOHN (785 646)

**Email** [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au)

**Online** <https://www.stjohnqld.com.au/contact/>

The Call Centre is open from 7am to 5pm Monday to Friday, excluding public holidays, but messages and emails will be responded to on the next business day.

#### **Definitions**

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A “day” or “business day”, unless otherwise stated or agreed, is defined as a business weekday (Monday through Friday) and excludes weekends and gazetted public holidays.

Those who purchase goods and services from St John Qld are defined as “customer”, “client” or “you”. They may be an individual, association, club, corporation, company, government department or agency, or employer.

A “participant” may also be referred to as “customer” or “you”.

#### **Policy**

To ensure that customers are fully aware of the way in which training is provided by St John Qld, the following terms and conditions apply. This information:

- is designed to provide transparency and to ensure that all participants are treated fairly and with integrity,
- is designed to ensure that St John Qld complies with the requirements of ASQA and the Standards for Registered Training Organisations (RTOs) 2015, and
- aims to reinforce that St John Qld abides by applicable consumer protection legislation and will at all times respect each participant’s consumer rights.

#### **Corporate clients**

Corporate clients (employers, associations, clubs, etc) who book and pay for training to be undertaken by their employees / members, have the option to book them into either a public course at a St John Qld provided venue (“Public Course”) or into an on-site group course at their nominated workplace or venue (“Industry Course”).

Participants who are booked on a course (Public or Industry) by their employer / association / club are still subject to the relevant Terms and Conditions as outlined below.

For Corporate clients, unless stated or agreed otherwise, these Terms and Conditions will apply to both you and your employees / members.

#### **Disclaimer**

(a) Public Training Courses (including first aid training) offered by St John Qld provides skills and knowledge in first aid management but does not constitute a medical qualification. St John accepts no responsibility for the subsequent actions of customers.

(b) Public Training Courses involve moderate physical activity, including kneeling and bending. St John Qld does not accept any responsibility for any harm suffered by you as a result of your participation in your training sessions.



## Training with St John Qld Ambulance Qld

### B1. First Aid Training scope

First Aid training offered by St John Qld provides skills and knowledge in First Aid management but does not constitute a medical qualification. St John Qld accepts no responsibility for the subsequent actions of participants.

First Aid courses involve moderate physical activity, including kneeling and bending. St John Qld does not accept any responsibility for any harm suffered by you as a result of your participation in your training sessions.

### B2. Code of conduct in the training room

In all St John Qld training rooms and training sessions, all participants including the trainer are required to:

- Treat all other participants with courtesy, fairness, and equality;
- Not engage in conduct that is discriminatory on the basis of gender, race, sexuality, disability, cultural background, religion, marital status, age, union affiliation, political conviction, or family responsibilities;
- Avoid behaviour that may be reasonably perceived as harassing, intimidating, overbearing, bullying or physically or emotionally threatening;
- Be responsive and courteous when interacting with other participants of the course or session at all times.

Anyone contravening these terms may be asked to leave their course or session.

St John Qld reserves the right to end a participant's involvement in a course if they fail to follow the directions, policies or procedures communicated by the Trainer and Assessor.

Refer to the Participant Handbook for full details on the Code of Conduct.

### B3. Starting time

You are required to arrive 15 minutes prior to the advised course commencement time.

If you arrive any later than 15 minutes after the course commencement time, you will not be admitted due to the impracticalities and disruption of making up lost time in a time sensitive group setting.



## Enrolling in a course with St John Qld

### B4. Booking confirmation and receipt of payment

Upon completion of enrolment in a course, and receipt of payment, St John Qld will issue you with an electronic receipt and a confirmation email verifying that you are enrolled.

### B5. Enrolment

To enrol in a St John Qld course the following minimum information is required for each participant being enrolled:

- Full name
- Date of birth
- Unique Participant Identifier (USI) or USI Exemption [www.usi.gov.au](http://www.usi.gov.au)
- Personal email address
- Mobile Phone number
- Residential Address – Town/Suburb and Postcode

It is a requirement that all participants must provide a Unique Participant Identifier (USI) to St John Qld before a Statement of Attainment can be issued (unless a USI Exemption has been granted by the Department of Education and Training). For more information about USI click on this link: USI Information <https://www.usi.gov.au/>.

Additional information may be required for certain courses (for example, Qualifications). St John Qld will advise the participant of any additional requirements at the time of booking.

### B6. Eligibility

- Participants under 14 years of age must attend training with a supervising adult (18 years and over).
- Participants under 18 years of age require written parent/guardian permission on the Enrolment Form and Competency Achievement Record (at the course) to attend training.
- St John Qld does not take responsibility for participant care during lunch breaks or before and after training.
- St John Qld does not take responsibility for underage (18 years) participants at licensed external venues.

### B7. Participant Handbook

Your enrolment confirmation will contain a link to the Participant Handbook.

The Participant Handbook outlines the St John Qld Ambulance Australia Ltd (the RTO) Terms and Conditions, Assessment Arrangements, and Policies and Procedures related to Training with St John Qld. Please read prior to attending your course so you understand the conditions of training with St John Qld.



## **B8. Special Needs and Support Needs**

If you have any special needs, including those in relation to:

- language, literacy, or numeracy,
- a relevant disability or condition, or
- any other concerns about access and equity,

Please raise these at the time of booking. This advance notice will allow our Training team time to make the necessary arrangements to ensure your needs are addressed.

Where a support worker or interpreter are required, St John is not responsible for the payment or booking of this service.

Where your needs cannot be met in one of our group Public or Industry courses, options for alternate arrangements will be discussed with you.

## **Where circumstances have changed**

### **B9. Training Cancellations / Refund Policy**

Cancellation policies for specific courses may apply to override this general policy, where special arrangements for the conduct of some courses involve significant advance commitments by St John Qld.

Enrolment is accepted on the basis that St John Qld will not be held liable for costs incurred due to the course cancellation or rescheduling. St John Qld will use all endeavours to give as early advice as possible of any course changes, and the enclosed cancellation conditions will not apply where St John Qld cancels any training course.

### **B10. Late Arrivals**

Participants who arrive any later than 15 minutes after the scheduled start time will be turned away. If you wish to reschedule, you will be required to contact 1300 ST JOHN (785 646) or emailing [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au) on the same day as your booked course (or next available business day for weekend courses) to reschedule. Participants will be provided one free reschedule. Participants who reschedule a second time will incur a reschedule fee of \$20.00 (incl. GST). This fee is payable over the phone at time of reschedule.

### **B11. Inability to Complete Training**

#### **Single Session Course**

If a participant needs to leave training due to illness or emergency, they will be required to:

- inform the trainer or St John staff member ASAP,
- complete the full training day again,
- complete a new course within 10 business days of the original booking.



## Multi-Session Course (excluding Qualifications)

If a participant needs to leave training due to illness or emergency and cannot complete the full program, they will be required to:

- complete any missed days in full,
- attend the remaining days at a future course,
- complete the required training day within 3 months of the original booking.

### B12. Reschedule by Participant

Where reschedules are requested:

- more than 10 business days in advance of commencement of your booked course, you will not incur a reschedule fee.
- between 1 and 10 business days before commencement of your booked course, you be provided one free reschedule. Participants who reschedule a second time will incur a reschedule fee of \$20.00 (incl. GST). This fee is payable over the phone at time of reschedule.
- due to sickness or illness, the reschedule fee may be waived if you can provide St John Qld written evidence of inability to attend, such as a valid medical certificate. Medical certificates must be provided to St John within 48 hours of your scheduled course.
- participants can only reschedule to the same course i.e 1-Day PFA to 1-Day PFA.

### B13. Reschedule to a Holding Course

- Where participants wish to reschedule but are unable to decide on a new course, date, or location, participants will be moved to a 'Holding Course'.
- Bookings moved to a 'Holding Course' are valid for 10 business days from the date of reschedule. Failure to reschedule the course prior to the 11<sup>th</sup> business day will result in the booking being cancelled, and course fees being forfeited.
- Once a new course, date, or location has been determined by the participant, the original course payment will be applied to your new course.
- There are no refunds for subsequent bookings that are moved to a holding course.

### B14. Cancellation by Participant

Cancellations received:

- more than 10 business days in advance of commencement of your booked course will not incur a cancellation fee (i.e. refunded 100% of the paid course fee). **Refer to Refunds.**
- more than 5 and up to 10 business days before commencement of your booked course will incur loss of 50% of the course fee (i.e. refunded 50% of the paid course fee).
- within 5 business days of the commencement of your booked course will incur loss of 100% of the course fee (i.e. no refund of the paid course fee).



## **B15. Cancellation by St John Qld**

St John Qld reserves the right to cancel courses at any time.

Such cancellation may be due to:

- “Force Majeure” circumstances outside St John Qld’s control (e.g. natural disaster and/or public safety concerns), or
- St John Qld’s operational circumstances (e.g. unplanned trainer absence).

Where this occurs, you will be notified prior to the commencement of the course and be given the opportunity to:

- put your course booking to a Holding Course (held for max of 10 business days, or next available course),
- reschedule to another course, or
- obtain a refund.

## **Workplace group on-site training**

### **B16. Workplace Training Cancellations / Refund Policy**

For on-site training courses, a fee of 50% of the course fees will apply if notice to transfer or cancel the course is given less than 10 business days before the course commencement date. The notice of intent to cancel a booking must be sent by email to [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au).

## **Payment and refund arrangements**

### **B17. Payments**

Unless otherwise agreed under corporate client contract terms and conditions, payment must be made:

- at the time of making a booking,
- via credit card or other prepayment system (for example, Zip Pay, Humm).

Participants who enrol and pay for a course will receive written confirmation of their booking and payment.



## **B18. Refunds**

Participants who cancel their attendance on a booked course (with no request for rescheduling) less than 10 business days prior to course commencement will not normally be entitled to a refund.

All requests for refund must be submitted in writing (letter, SMS and emails are acceptable). All refund requests will be considered within 5 business days of the refund request being received, and a written response provided to you.

Where a refund is entitled under the above terms and conditions, the paid course fee, less any applicable service fee charge or partial fee forfeiture, will be refunded to you by St John Qld within 10 business days of the refund request being received.

Examples of circumstances where a refund will not be provided by St John Qld include:

- Participant is seeking a refund from cancelling a course that has already been rescheduled from an earlier booking.
- Participant arrives more than 15 minutes after the course has commenced and late entry is not accepted by the Trainer.
- Participant does not attend the course.
- Participant fails to complete the course by cancelling or withdrawing their enrolment from scheduled training and assessment session/s on the day of the course.
- Participant requests a refund after they have attended and completed the course.
- Participant has failed to pay the course fees.
- Participant withdraws/does not return to training mid-session.
- Participant is removed from training due to inappropriate behaviour.
- Participant is deemed Not Yet Competent.

## **B19. Payments made by Third Parties**

St John Qld will not be liable for reimbursement of course fees paid by a third party (person or organisation) on behalf of a participant, where the participant does not qualify for a refund as outlined in paragraph **Refunds**.

It is the responsibility of the person or organisation who paid the fee, to seek reimbursement from the participant in such cases, if they so choose.

## **B20. Recording and payment of refunds**

Refunds will be paid by St John Qld to the person or organisation who made the original payment.

Records of refund decisions and issuance details will be stored securely on the participant's file and in our accounting system.



## Statement of Attainment / Attendance

*In line with our Privacy Policy, Statements of Attainment and Statements of Attendance are considered personal information. Copies of these certificates will only be made available to third parties, such as employers, with the express written consent of the participant. Each consent is limited to a specific course and specific employer and is not an enduring consent.*

### **B21. Assessment of competency**

To gain your accreditation, you must fulfil the following criteria:

- i. You must attend all sessions and complete all assessments to a standard deemed to be competent by your trainer. The assessment is based on interactive involvement in all aspects of your course.
- ii. You are required to complete a questionnaire for which you must achieve 100% accuracy.

Should you be deemed Not Yet Competent (NYC), you will be eligible to re-book into the same course within 3 months or follow the appeals process. To rebook, please contact the St John Qld. To lodge an appeal, please email [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au).

### **B22. Issue of Statements / Certificates**

St John Ambulance Australia Ltd (RTO 88041) issues a Statement of Attainment to participants who are deemed competent against set assessment criteria.

Where a participant is deemed NYC for an accredited course, they will receive a Statement of Attendance.

All participants will receive a certificate electronically within 30 days of course completion.

St John Qld will not issue a copy of a participant's certificate to third parties such as employers unless the participant has provided written consent for that specific certificate to be issued to that specific third party.

The name on the certificate must match the identification provided at enrolment.

### **B23. Validation of Statements / Certificates**

To verify the validity of any certificate or Statement of Attainment issued by St John in Queensland, please contact 1300 ST JOHN (785 646) or emailing [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au).

To verify the validity of any certificate or Statement of Attainment issued by St John in another state or territory, please contact the relevant St John state or territory – details on this link: [www.stjohn.org.au](http://www.stjohn.org.au)



## **B24. Credit Transfer**

Credit Transfer of CPR in Provide First Aid SJx courses will not be accepted due to the assessments being blended across the whole course.

Participants who have completed CPR training and wish to attend a Provide First Aid course within 3 months, will receive a \$50 reduction on the full Provide First Aid course fee.

Where Credit Transfer is offered in Advanced First Aid courses, you can request Credit by contacting 1300 ST JOHN (785 646) or emailing [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au) no later than 10 business days prior to the commencement of your scheduled course.

## **B25. Recognition of prior learning**

St John Qld can provide a Recognition of Prior Learning (RPL) process if requested as an alternative to completing all or part of a course. You will be required to support your request for RPL with appropriate evidence.

To request RPL, please contact 1300 ST JOHN (785 646) or emailing [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au) for information on the process and pricing.

For most short courses (up to 1 week duration), RPL is not recommended as the cost and time involved in RPL generally exceeds the cost and time involved in simply completing the actual course.

## **Complaints and Appeals**

### **B26. Complaints and Appeals Process**

#### ***Making a complaint***

1. In the first instance, participants are encouraged to discuss the complaint, appeal, concern or grievance with the Trainer of the course in which they are enrolled.
2. Failing satisfactory resolution of the grievance with the Trainer, the participant may lodge a written complaint or appeal with the Group Commercial Manager via [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au).
3. Where a complaint is raised by anyone other than a participant about the policies, procedures, services or products offered by St John Qld, the person may lodge a written complaint with the Group Commercial Manager via [enquiries@stjohnqld.com.au](mailto:enquiries@stjohnqld.com.au).
4. Depending on the circumstances of each individual case, St John Qld may need to inform any person who is the subject of an investigation or allegation, or whose interests are likely to be affected adversely by a decision.
5. A person making a complaint or seeking appeal may, at any point during the complaint or appeals process, engage a support person or advocate.
6. At any time during a complaint or appeals process, St John Qld reserves the right to refer the matter for expert legal advice.



## **Timeframe**

St John Qld aims to finalise all complaints or appeals in a timely manner.

- 10.** St John Qld will acknowledge receipt of a complaint or appeal within 7 business days of receipt.
- 11.** St John Qld aims to investigate and finalise a complaint or appeal within 30 business days of acknowledgment of receipt of the complaint.
- 12.** Where the investigation and/or finalisation of a complaint or appeal is expected to exceed 30 days, St John Qld will inform the complainant in writing, including the reason(s) for extension, and regularly update them on the progress of the matter.
- 13.** Complaints proceedings must be commenced within one year of the alleged event in question.
- 14.** Appeals must be received within 14 business days of the decision being received by the participant.

A complainant or person seeking appeal has the right to access certain documentation pertaining a complaint or appeal lodged by them, except where St John Qld believes information in St John Qld's possession may damage the effectiveness of the investigation, St John Qld has been counselled otherwise by legal experts or a statutory authority or where St John Qld believes that serious risk to personal safety or substantial amount of St John Qld funds may be at risk.

**END OF DOCUMENT**