# ST JOHN AMBULANCE AUSTRALIA ACT Ltd



# **TERMS & CONDITIONS OF SALE**

Updated 1 January 2024

These terms and conditions relate to goods and services offered by and purchased from St John Ambulance Australia ACT Ltd.

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 - TRAINING

# Instruction and Explanation only

# Registered Training Organisation (RTO)

*St John Ambulance Australia ACT Ltd delivers nationally recognised training on behalf of St John Ambulance Australia Ltd RTO 88041.* 

#### **Contacting St John**

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

#### St John Customer Care Centre

Phone	1300 ST JOHN (785 646)
Email	<u>coursebookings@stjohnact.org.au</u>
Online	https://stjohnact.org.au/contact/

The Customer Care Centre is open from 8.30am to 4.30pm Monday to Friday, excluding public holidays.

# Definitions

St John Ambulance Australia ACT Ltd is hereinafter referred to as "St John ACT", "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 ACT are defined as "customer", "client" or "you". They may be an individual, association, club, corporation, company, government department or agency, or employer.

A "student" may also be referred to as "participant", "customer" or "you".

# Policy

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

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

# Qualifications

These Terms and Conditions are mostly written in the context of "short courses" (5 days or less); therefore some additional or different conditions may apply to longer courses defined under the Australian Qualifications Framework (Certificate I and above). These will be explained at the time of enrolling in a Qualification course with St John ACT.

# 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 ACT provided venue ("Public Course") or into an on-site group course at their nominated workplace or venue ("Industry Course").

Students 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. Additional or varied Terms and Conditions are specified in paragraphs B29 to B34.

# **Training with St John ACT**

# B1. First Aid Training scope

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

First Aid courses involve moderate physical activity, including kneeling and bending. St John ACT 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 ACT 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 ACT reserves the right to end a student'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 (link in paragraph B5) for full details on the Code of Conduct.

# Enrolling in a course with St John ACT

#### B3. Booking confirmation and receipt of payment

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

#### **B4. Enrolment**

To enrol in a St John ACT course the following <u>minimum information</u> is required for each student being enrolled:

- Full name
- Date of birth
- Unique Student Identifier (USI) www.usi.gov.au
- Preferred email address
- Mobile Phone number
- Residential Address Town/Suburb and Postcode

It is a requirement that all participants <u>must</u> provide a Unique Student Identifier (USI) to St John ACT 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: <u>USI Information</u>

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

#### **B5. Participant Handbook**

Your enrolment confirmation will contain a link to the Participant Handbook. <u>Click here to</u> <u>download</u>

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

#### **B6. Special 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 your needs cannot be met in one of our group Public or Industry courses, options for alternate arrangements will be discussed with you.

#### B7. Starting time

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

If you arrive after the course commencement time you may not be admitted due to the impracticalities and disruption of making up lost time in a time sensitive group setting.

# Where circumstances have changed

#### **B8. 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 ACT.

Enrolment is accepted on the basis that St John ACT will not be held liable for costs incurred due to the course cancellation or rescheduling. St John ACT 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 ACT cancels any training course.

#### B9. Need to reschedule or cancel your booking?

St John ACT recognises that circumstances can change, and you may need to reschedule to a different course type, date or training location offered by St John ACT, or even cancel your course booking.

If you are unable to attend your course as originally booked, you have several options. However, please read the following terms and condition carefully to understand your options and the implications.

To make any changes to your booking, please contact the St John ACT Customer Care Centre at least five (5) business days prior to the commencement of the originally booked course.

Notification less than five (5) business days prior to the commencement of the originally booked course is likely to result in forfeiture of some/all your course fee already paid, and/or incur an additional charge if you reschedule or rebook.

#### B10. Arriving late

If you arrive late to your course and are not admitted, you will automatically forfeit 100% of the paid course fee.

However, if you contact St John ACT within one (1) business day after the commencement of the originally booked course, you will be able to reschedule course at 50% off the normal course fee and pay a reschedule fee of \$25.00 (inc. GST), both payable at the time of booking the rescheduled course.

#### B11. Leaving after starting the course

If you leave a course after commencing a session, or fail to attend a subsequent session of the same course (scheduled for same day or on a different day), then:

- Your course is not transferable, and there is no refund payable.
- Any rebooking of a replacement course will be a separate booking and payment.

• A credit transfer is not available for or towards any Unit of Competency from the abandoned course.

However, where you:

- leave a course due to personal sickness/illness, or a significant personal emergency (for example, immediate family member death or accident), or
- fail to attend a subsequent session of the same course, due to personal sickness/ illness, a significant personal emergency (for example, immediate family member death or accident), compliance with a health directive, or local emergency (eg no access due to localised flooding) and you have provided St John ACT with reasonable notice,

and provide reasonable written evidence of your inability to attend (for example, a valid medical certificate, an emergency services confirmation, or personalised health directive), then you will be given the option to reschedule course at 50% off the normal course fee and pay a reschedule fee of \$25.00 (inc. GST), both payable at the time of booking the rescheduled course.

# B12. Reschedule by Student

Reschedule is where you choose to withdraw from your booked course but would like to still be trained by St John ACT (in the same course on a different date and/or location, or transfer to a different course), and have made a definite decision on a new course type, date, or location.

Where reschedules are made:

- more than five (5) business days in advance of commencement of your booked course, you will not incur a reschedule fee (i.e. no additional charge or loss of course fee paid),
- within five (5) business days but no less than one (1) business day before commencement of your booked course, you will incur a reschedule fee of \$50.00 (inc. GST) or 50% of the course fee for courses longer than 1 day, payable at the time of rescheduling.
- within one (1) business day before commencement of the booked course, you will not be entitled to a refund of the paid course fee and will need to pay another fee for the replacement course.

If you change your originally booked course to a:

- higher fee course, any additional course fee must also be paid at the time of confirming your new course.
- lower fee course, any fee difference, less any applicable rescheduling fee, will be refunded by St John ACT within ten (10) business days.
- special (lower) price promotion course, you will not receive any refund from the course fees already paid.

A rescheduled course must be within six (6) months of the original date of the course.

Any rescheduled course later than six (6) months after the original date of the course will result in forfeit of the original fee paid.

Transfers to another course once you have commenced a course is subject to St John ACT's discretion and course availability.

# B13. Cancellation by Student

Cancellation is where you choose to withdraw from your booked course, cancel your booking, and not reschedule a course.

Cancellations received:

- more than ten (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)
- more than five (5) and up to ten (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 five (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).

# B14. Cancellation by St John

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

Such cancellation may be due to:

- "Force Majeure" circumstances outside St John's control (eg natural disaster and/or public safety concerns), or
- St John ACT's operational circumstances (eg unplanned trainer absence).

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

- reschedule to another course, or
- obtain a refund.

#### B15. Student substitution

By prior arrangement with St John ACT, and with not less than five (5) business days' notice, a student or a corporate client may substitute a booked student with another student. Where substitution is made, an additional service fee of \$25.00 (inc. GST) is payable at the time the substitution is made. For Corporate clients who make substitutions via the St John ACT portal there is no fee payable.

Corporate clients with special arrangements (for example, St John ACT booking portal) are exempt from this procedure.

# Payment and refund arrangements

#### B16. 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

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

# B17. Refunds

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

However, as outlined above in B13 and B14, some course cancellation circumstances may entitle you to a full / partial refund of course fees already paid.

All requests for refund must be submitted in writing (letter or email are all acceptable). All refund requests will be considered within five (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 ACT within ten (10) business days of the refund request being received.

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

- Student is seeking a refund from cancelling a course that has already been put on standby or has been rescheduled from an earlier booking.
- Student arrives more than 15 minutes after the course has commenced and late entry is not accepted by the Trainer and Assessor.
- Student departs the course prior to course completion. In such cases, students are not normally eligible for refund; however if the departure is for a legitimate reason acceptable to St John ACT (eg sickness, family emergency) the student may rebook to an alternative course at 50% discount.
- Student does not attend the course.
- Student fails to complete the course by cancelling or withdrawing their enrolment from scheduled training and assessment session/s on the day of the course.
- Student requests a refund after they have attended and completed the course.
- Student fails to complete / submit all required assessments within the allocated course timeframe.
- Student leaves their place of employment whilst undergoing on-site training.

#### B18. Payments made by Third Parties

St John ACT will not be liable for reimbursement of course fees paid by a third party (person or organisation) on behalf of a student, where the student does not qualify for a refund as outlined in paragraph B17.

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

#### B19. Recording and payment of refunds

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

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

# B20. Payment for Qualifications

In accordance with the Standards for Registered Training Organisations 2015, the maximum amount of fees that may be collected in advance is \$1,500. This means that if you enrol into a full fee-for-service qualification with a fee in excess of \$1,500, you will need to pay by instalments. The first payment may be no more than \$1,500 in accordance with the standards. This does not apply to companies or businesses who are meeting the course fees and may wish to pay the course fee upfront. Please contact the St John Customer Care Centre for further information.

# **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 student. Each consent is limited to a specific course and specific employer and is not an enduring consent.

# B21. 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 student completes a non-accredited course or is deemed NYC for an accredited course, they will receive a Statement of Attendance.

All students will receive a certificate <u>electronically</u> within 30 days of course completion. These certificates are free of charge and included in the original course fee.

St John ACT will not issue a copy of a student's certificate to third parties such as employers unless the student 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. It is not permissible to alter the name unless it is to rectify a clerical error.

#### B22. Replacement of Statements / Certificates

To order a replacement certificate (delivered electronically) please contact the St John ACT Customer Care Centre.

Replacement certificates can only be re-issued where the name and address details provided (physical and/or email) match the details we have on record.

If you have changed address (physical and/or email), we can email the replacement certificate to the new address provided you have also confirmed the previous address that we have on record.

# **B23.** Printed Statements / Certificates

To order and pay for a printed paper copy of a certificate please contact the St John ACT Customer Care Centre.

The cost of a printed paper certificate, including postage and GST, incurs a fee of:

- \$35.00 (inc. GST) if delivered by post within ten (10) business days; and
- \$45.00 (inc. GST) if delivered by express post or same day pick-up.

#### B24. Validation of Statements / Certificates

To verify the validity of any certificate or Statement of Attainment / Attendance issued by St John in the ACT, please contact the St John Customer Care Centre.

To verify the validity of any certificate or Statement of Attainment / Attendance issued by St John in another state or territory, please contact the relevant St John state or territory – details on this link: <u>www.stjohn.org.au</u>

# B25. Credit transfer

St John ACT recognises accredited First Aid training by other Registered Training Organisations (RTOs), with the exception of Unit of Competency *HLTAID0009 Provide cardiopulmonary resuscitation* for which no credit transfer will be given.

Any Unit of Competency that is subject to a request for credit transfer must meet the "currency" requirements of St John ACT.

You will be required to support your request for credit transfer with appropriate documentation.

To request credit transfer, please contact the St John ACT Customer Care Centre no later than twenty (20) business days prior to the commencement of your scheduled course.

Where credit transfer is given, this will be provided without charge, however, any impact on the full course fee will be assessed on a case-by-case basis.

#### B26. Recognition of prior learning

St John ACT 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 the St John ACT Customer Care Centre and further information on the process and pricing will be discussed.

For most short courses (up to one (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.

#### B27. Appeals process

You may challenge any decision made during the training which affects you, including complaint, appeal, concern, or grievance.

The St John ACT Complaints and Appeals Process is as follows:

i. You should discuss your appeal, complaint, or grievance with your trainer;

- ii. If this action fails to resolve the matter or if you are uncomfortable approaching your trainer, you can put your grievance in writing and send it to the St John ACT Training Manager at <u>training@stjohnact.org.au</u> within ten (10) business days of completion of the course;
- iii. If a satisfactory resolution is still not reached, then you may send a written grievance to the St John RTO Compliance Manager at <u>rto@stjohn.org.au</u>

#### B28. Assessment of competency

To gain your accreditation, you must fulfil both 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 at 50% discount off the listed price within 3 months or follow the appeals process. To rebook, please contact the St John ACT Customer Care Centre. To lodge an appeal, please email <u>training@stjohnact.org.au</u>

# **Corporate Clients**

# Advisory note only

These additional or substitute commercial terms and conditions for Corporate clients, unless stated or agreed otherwise, will apply.

# **B29.** Corporate Clients – Course options

Corporate clients (employers, government departments / agencies, 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 scheduled public course at a St John ACT provided venue ("Public Course"); or
- an on-site group course at their nominated workplace or venue and on a date/s agreed with St John ACT ("Industry Course").

Students who are booked on a course (Public or Industry) by a Corporate client are still subject to any applicable and relevant Terms and Conditions as outlined in B1 to B28 above.

# B30. Corporate Clients – Public Course requests

Where a Corporate client does not have sufficient enrolments to justify the booking and payment for their own dedicated on-site group Industry Course, and they cannot find a suitable Public Course for the date/s that they require, they may request that St John ACT create a specific Public Course on the date/s of their choosing on which they can then enrol their employees / members.

Any creation of an additional Public Course to meet a specific Corporate client's needs, will be solely at the discretion of St John ACT, and subject to the Corporate client agreeing to book and pay for no less than 50% of the student capacity of the Public Course.

Once a Public course is booked at the request of the Corporate client:

- St John is entitled to advertise and fill any remaining course vacancies with students from the public.
- any rescheduling, cancellation of substitution of students by the Corporate client is subject to the normal Terms and Conditions that apply.

# B31. Corporate Clients – Course booking

Corporate clients may book courses through these channels:

- St John ACT Customer Care Centre:
  - Phone make an enquiry, a booking and payment
  - $\circ$  Email enquiry only receive call back from St John
  - $_{\odot}$  Website enquiry only receive call back from St John
- St John ACT website direct booking and payment by credit card or other payment portal
- St John ACT Portal where invited and approved by St John, a high-volume client may be granted direct access into St John's student management system where they can book their employees / members directly onto Public Courses – payment on account.

#### B32. Corporate Clients – Industry Course reschedule

Reschedule is where the client chooses to withdraw from their booked Industry Course but would like to still be trained by St John ACT (in the same course on a different date and/or location, or transfer to a different course), and have made a definite decision on a new course type, date, or location.

Where reschedules are made:

- More than ten (10) business days in advance of commencement of the booked course, the client will not incur a reschedule fee (i.e. no additional charge or loss of course fee paid).
- more than five (5) and up to ten (10) business days before commencement of the booked course, the client will incur a reschedule fee equal to 25% of the course fee.
- within five (5) business days before commencement of the booked course, the client will incur a reschedule fee equal to 50% of the course fee.

The above reschedule fees are payable in addition to the fee for the replacement Industry Course.

If the client changes the originally booked Industry Course to a:

- higher fee course, any additional course fee will be charged.
- lower fee course, any fee difference, less any applicable rescheduling fee, will be refunded by St John ACT within ten (10) business days.

A rescheduled Industry Course must be within six (6) months of the original date of the course.

Any rescheduled Industry Course later than six (6) months after the original date of the course will result in forfeit of the original course fee paid.

Reschedule to another Industry Course once the originally booked course has commenced is subject to St John ACT's discretion.

# **B33.** Corporate Clients – Industry Course cancellation

Cancellation is where the client chooses to withdraw from a booked Industry Course, cancel their booking, and not seek to reschedule a course.

Where cancellations are made:

- more than ten (10) business days in advance of commencement of the booked course, the client will not incur a cancellation fee.
- more than five (5) and up to ten (10) business days before commencement of the booked course, the client will incur a cancellation fee equal to 25% of the course fee.
- within five (5) business days before commencement of the booked course, the client will incur a cancellation fee equal to 50% of the course fee.

#### B34. Corporate Clients - Payments

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

- at the time of making a booking via credit card; or
- invoiced on account subject to successful application for credit.

Corporate clients who book and pay for a course will receive written confirmation of their booking and payment (where made).

# **B. 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 ACT		
Unless otherwise specified, all enquiries in relation to St John Products, Equipment & Servicing should be directed to:		
St John Sa	ales Customer Care Centre	
Phone	1300 ST JOHN (785 646)	
Email	<u>sales@stjohnact.org.au</u>	
Online	https://shop.stjohn.org.au/	
The Sales Customer Care Centre is open from 8.30am to 4.3pm Monday to Friday, excluding public holidays.		
Definitions		
St John Ambulance Australia ACT Ltd is hereinafter referred to as "St John ACT", "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 ACT 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 branded products and equipment are sold on the condition that they meet St John or Manufacturer's Quality Standards and are fit for the purpose as set out in our specifications/manuals.

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

#### Terms and Conditions

Unless otherwise agreed in writing on behalf of St John ACT, all goods and services ordered by a customer from St John ACT 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 ACT, in which case payment shall be made within seven (7) days of the date of St John ACT's invoice for the goods or services.

# A2. Delivery

When required, St John ACT uses appropriately licenced and skilled transport and courier services for deliveries throughout Australia.

Customers should allow up to ten (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 ACT may adjust their delivery fees from time to time to take account of variations in the cost of services to St John.

#### 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 ACT until such a time as full payment is made.

# A4. Delay

St John ACT 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 ACT 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'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 ACT may not lawfully exclude.
- b) Subject to (a) but to the fullest extent permitted by law, St John ACT excludes all other implied warranties and conditions and limits it 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:
  - 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 ACT 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 ACT will accept product returns as outlined below:

#### a) Discretionary approval of returns

St John ACT does not normally refund for goods incorrectly ordered by the customer or due to a customer's "change of mind", however at St John ACT's discretion, return of goods may be approved for return, subject to the goods being returned in a saleable condition, within fifteen (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 fifteen (15) business days.

#### b) Returning an item

Inform St John ACT in writing of the intended return within fifteen (15) business days of the original order being processed by calling 1300 ST JOHN (78 5646) or emailing sales@stjohnact.org.au

The physical return then needs to be made within five (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 ACT's 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 forty-eight (48) hours, or two (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 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 fourteen (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 ACT "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, or phone.

# g) Faulty goods

As soon as a faulty item is discovered, please contact St John ACT. 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 ACT. Exclusions are registered names, trademarks, logos, and specifications in training or product promotional material produced and commercially distributed to St John ACT.

# END OF TERMS AND CONDITIONS