

Supporting Queenslanders since 1889.
With you for life.



TERMS & CONDITIONS OF SALE

Updated 1 September 2023

These terms and conditions relate to goods and services offered by and purchased from St John 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

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

St John Training Consultants

Phone 1300 ST JOHN (785 646)

Email 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 Ambulance Australia Queensland Limited is hereinafter referred to as “St John”, “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 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, all goods and services ordered by a customer from St John 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, in which case payment shall be made within seven (7) days of the date of St John's invoice for the goods or services.

A2. Delivery

St John 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 Sydney time.

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

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 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 until such a time as full payment is made.

A4. Delay

St John 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 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 may not lawfully exclude.
- b) Subject to (a) but to the fullest extent permitted by law, St John 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:
 - 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 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 will accept product returns as outlined below:

a) Discretionary approval of returns

St John does not normally refund for goods incorrectly ordered by the customer or due to a customer's "change of mind", however at St John'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 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 enquiries@stjohnqld.com.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 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 must be issued with a goods return number from St John.
- 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 "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. 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. Exclusions are registered names, trademarks, logos, and specifications in training or product promotional material produced and commercially distributed to St John.

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

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

St John Training Consultants

Phone 1300 ST JOHN (785 646)

Email 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.

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Those who purchase goods and services from St John 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, 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 complies with the requirements of ASQA and the Standards for Registered Training Organisations (RTOs) 2015, and
- aims to reinforce that St John abides by applicable consumer protection legislation and will at all times respect each student’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 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 for Corporate clients are specified in paragraphs [Error! Reference source not found.](#) to [Error! Reference source not found.](#)

Training with St John Ambulance Qld

B1. First Aid Training scope

First Aid training offered by St John 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 participants.

First Aid courses involve moderate physical activity, including kneeling and bending. St John 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 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 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 B6) 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

B4. Booking confirmation and receipt of payment

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

B5. Enrolment

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

- Full name
- Date of birth
- Unique Student Identifier (USI) 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 Student Identifier (USI) to St John 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](#)

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

B6. Participant Handbook

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

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. Please read prior to attending your course so you understand the conditions of training with St John.

B7. 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.

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.

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

B9. Late Arrivals

Participants who arrive any later than 15 minutes after the scheduled start time will be turned away. If you wish to rescheduled, you will be required to contact our Call Centre on 1300 785 646 or enquiries@stjohnqld.com.au on the same day as your booked course (or next available business day for weekend courses) to reschedule. You will incur a reschedule admin fee of \$20.00 (inc. GST), payable at the time of booking your rescheduled course.

B10. Reschedule by Student

Where reschedules are made:

- more than ten (10) business days in advance of commencement of your booked course, you will not incur a reschedule fee.
- between one (1) business day and up to ten (10) business days before commencement of your booked course, you will incur a reschedule fee of \$20.00 (inc. GST) payable at the time of rescheduling,
- due to sickness or illness, the reschedule fee will be waived if you can provide St John written evidence of inability to attend, such as a valid medical certificate.

Note: medical certificates must be provided to St John within one (1) business day of your scheduled course.

B11. Cancellation by Student

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).

If a student cancels their booking where resources have already been dispatched (for example Virtual First Aid training packs), and a reschedule to the same course type is not made, the cost of the training pack will not be refunded, and full / partial loss of paid course fees and / or applicable fees may also be incurred.

B12. Cancellation by St John

St John 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’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:

- put your course booking on standby,
- reschedule to another course, or
- obtain a refund.

Payment and refund arrangements

B13. 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).

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

B14. Refunds

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

However, as outlined above in B11, 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, SMS 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 within ten (10) business days of the refund request being received.

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

- Student is seeking a refund from cancelling a course that has already 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 does not attend the course.
- Students 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 has failed to pay the course fees.
- Student fails to complete / submit all required assessments within the allocated course timeframe.



B15. Payments made by Third Parties

St John 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 B15.

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.

B16. Recording and payment of refunds

Refunds will be paid by St John 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.

B17. 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 Training Consultants 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.

B18. 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 Training Consultants.

To lodge an appeal, please email training@stjohnqld.com.au

B19. 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 electronically within 30 days of course completion. These certificates are free of charge and included in the original course fee.

St John 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.

B20. Validation of Statements / Certificates

To verify the validity of any certificate or Statement of Attainment / Attendance issued by St John in Queensland, please contact the St John Training Consultants.

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: www.stjohn.org.au



B21. Credit transfer

St John 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.

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

To request credit transfer, please contact the St John Training Consultants no later than ten (10) 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.

B22. Recognition of prior learning

St John 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 Training Consultants 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.

Complaints and Appeals

B23. 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 Training Manager via training@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, the person may lodge a written complaint with the Training Manager via training@stjohnqld.com.au.
4. Depending on the circumstances of each individual case, St John 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 reserves the right to refer the matter for expert legal advice.

Timeframe

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

10. St John will acknowledge receipt of a complaint or appeal within 7 business days of receipt.
11. St John 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 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 believes information in St John's possession may damage the effectiveness of the investigation, St John has been counselled otherwise by legal experts or a statutory authority or where St John believes that serious risk to personal safety or substantial amount of St John funds may be at risk.

END OF TERMS AND CONDITIONS OF SALE