

Terms and Conditions

These terms and conditions must be read prior to booking a course. By booking a course, you agree to be bound by these conditions.

1. Scope of Training

Act Fast First Aid is able to provide Nationally Recognised Training through partnership with Allen's Training Partnerships Pty Ltd - a Registered Training Organisation (RTO no. 90909). The courses we are authorised to deliver are;

- HLTAID009- Provide CPR
- HLTAID010- Provide Basic Emergency Life Support
- HLTAID011- Provide First Aid
- HLTAID012- Provide an emergency first aid response in an education and care setting
- 22556VIC- Course in the Management of Asthma Risks and Emergencies in the Workplace
- 22578VIC- Course in First Aid Management of Anaphylaxis

2. Physical Limitations

National standards for competency in the HLTAID unit require a certain level of physical ability to successfully attain the qualification. Generally, the participant must be able to kneel on the floor and perform 2 minutes of uninterrupted CPR.

Very minor adjustments made be made in order to accommodate people with reduced physical ability. If you are unsure whether you will be able to perform the physical tasks of the day, please contact us on 0466 059 357 or via email *prior* to booking your course. If you have not made such contact and you are unable to perform at the required standard on the day, you will not receive a Statement of Attainment and you will **not** be entitled to a refund.

3. Photo ID

Each student must bring appropriate photo identification to their course and be presented if requested by your trainer. This may include a driver's licence, passport or proof of age card.

Students under the age of 18 may bring an identification card issued by a school.

4. Minimum age

The minimum age for all courses is **fourteen** years of age. For participants who are less than eighteen, but above fourteen, must provide a signed consent form by a parent or guardian prior to or at the commencement of the course. A consent form is available from our website. Alternatively, you can call or email us to request a consent form.

Parents and guardians should also be aware that some venues utilised will have alcohol and gaming facilities and should consider this when granting permission.

5. Venues

Act Fast First Aid, in mutual agreement, can provide training and assessment at your specified location should the following requirements be met

- Satisfy the Venue Risk Assessment criteria as described below
 - Clearly identified emergency exits and evacuation points
 - First aid kit available at the venue
 - Floor surfaces are clear and adequate for the training to be conducted
 - Bathroom facilities available to cater the students and trainers
 - Kitchen facilities available to cater the students and trainers
 - Adequate lighting and ventilation
 - Adequate amount of safe and sturdy chairs and tables to cater for the number of students
 - Necessary safety signage present and safely installed
- The venue is on land and not on any body of water ie watercraft, pontoon or the like.

It is your responsibility to ensure that the venue complies with the above criteria. If, at the discretion of the trainer, the venue is deemed unsuitable and, or unsafe for the delivery of the course and an alternative cannot be immediately provided, the training will not proceed, and you will **not** be entitled to a refund as per Section 9 of these Terms and Conditions.

Rescheduling will incur a fee of 15% of the total booking to cover administration costs, staffing costs and resource allocation. Rescheduling will not occur unless a safer, more suitable venue is obtained.

Should you have any reservations about meeting the above criteria, you are welcome to discuss these further by phoning or emailing us. Some accommodations may be made but are assessed on an individual, case by case basis.

From time to time, Act Fast First Aid will utilise various venues within communities to provide an appropriate, convenient and accessible site for their courses. It is the participants responsibility to ensure that they are able to locate the facility on the day to ensure they arrive on time.

If, in the unlikely event that the venue must be changed from what was initially quoted from what was stated in your booking, the alternative facility will not exceed 5km's distance from the initial booked venue. Act Fast First Aid will provide reasonable notice of a venue change as soon as possible via email, SMS message and/or phone call. Should, for whatever reason, the relocated venue be greater than that of 5km's from the initial venue the participants will have the option to either rebook their course at no charge or receive a full refund.

6. Travel

Act Fast First Aid is primarily located in Sale, Victoria however does service the wider Gippsland Region. Travel fees apply in the following circumstances.

- A travel fee will be incurred if the delivery of the training occurs >50km from Sale, 3850.
- The travel fee incurred will be .91c/km for the first 200km, then .60c/km thereafter.
- If travel by aircraft is required, the travel fee will be the cost of the airplane ticket and travel from Sale to the nearest airport at .91c/km or road calculation from Sale to 'Town' at .91c/km for the first 200km and .60c/km thereafter, whichever is less.

The calculation will be from Sale to the 'Town' at which your training will be conducted ie Sale to Orbost. Travel will be calculated using whereis.com and assuming that the transport median is a car using public roads. Any travel requiring aircraft or watercraft should be discussed with Act Fast First Aid prior to booking.

Travel fees may be waived at the discretion of Act Fast First Aid.

7. Attendance/Non-attendance

All participants **must** be present for the face-to-face delivery of the **entire** course. This is to ensure that you receive all the required knowledge and skills of the standard for which you are attending. If you leave before the completion of the course, you will **not** be entitled to the relevant Statement of Attainment and you will **not** be entitled to a refund.

If you must leave for a personal emergency, please speak to your instructor who will note your reasons for leaving and may organise for you to rebook your course at no further cost. This will be at the absolute discretion of Act Fast First Aid.

8. Payment of courses

All individual course payments are made through the Training Desk website and must be paid in full prior to attending any course. No course processing may not occur if payment is not made.

For group bookings initiated by a business, an invoice will be generated and payment should be made no later than the specified due date on the invoice. Should payment not be made by this date, you should contact us by either phone or email to discuss delayed payment options.

9. Refunds for Courses

You will be entitled to a full refund in the following circumstances;

- If the course is cancelled by Act Fast First Aid for any reason. This does not include Force Majeure events.
- If you cannot or no longer wish to attend your course and you provide written notice to Act Fast First Aid with more than ten (10) days' notice prior to the commencement of your course.

- If the venue is changed by Act Fast First Aid and it is greater than 5km from the originally specified venue you will have the option for a full refund or to rebook without fee.

Students who give notice to cancel their enrolment less than ten (10) days prior to the commencement of their course will be entitled to a 75% refund of fees paid. The 25% that is retained will cover the cost of administration, staff and resource allocation which have already been committed.

You will **not** be entitled to a full refund under the following circumstances.

- You cancel on the day of your booking (rescheduling without fee is at the discretion of Act Fast First Aid).
- You are absent from your booked course without prior notice.
- You request a refund after the course date (notwithstanding warranties under statute).
- The venue you provided is unsuitable or unsafe as per Section 5 of these Terms and Conditions
- Any matters relating to Section 10 and 11 of these Terms and Conditions

10. Prohibited Course Behaviour

The following behaviours/actions are not tolerated at Act Fast First Aid:

- Aggressive physical contact or verbal abuse between any persons
- Smoking within our training venues (designated smoking areas are also not guaranteed)
- Alcohol within our class
- Intoxicated persons with a class

Any instances of the above will result in immediate removal from the course. You will **not** be entitled to a refund and you will **not** receive a statement of attainment. Act Fast First Aid reserve the right at their absolute discretion to refuse any future bookings from the offending person.

11. Bullying and Harassment

Under no circumstances will Act Fast First Aid staff tolerate any acts of bullying and harassment against staff or other course participants.

Bullying will be considered when:

- A person, or group, repeatedly act unreasonably towards a person or a group of people
- The behaviours create a risk to health and safety

Unreasonable behaviour includes victimising, humiliating, intimidating or threatening behaviour. Whether a behaviour is unreasonable can depend on whether a reasonable person

might see the behaviour as unreasonable in the circumstances, in this case it is at the discretion of Act Fast First Aid staff.

Should you be found bullying or harassing staff members or other participants of a course, you will immediately be removed from the course. You will **not** be entitled to a refund and you will **not** receive your statement of attainment. You will also not be given the opportunity to rebook a course with Act Fast First Aid.

Should you feel that you have been mistreated or falsely accused of bullying and harassment, you can lodge a formal appeal with Act Fast First Aid at training@actfastfirstaid.com.au

12. Liability

Any liability of Act Fast First Aid in connection with goods or services supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Act Fast First Aid be limited to: 1. in relation to goods, the replacement of the goods or the supply of equivalent goods; and 2. in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

13. Changes to Terms

A booking is subject to the terms and conditions in effect at the time of the booking. Act Fast First Aid may amend, add or delete these terms without notice. It is your responsibility to read and understand these terms and conditions each time you make a booking or purchase an item.