

PURCHASE TERMS AND CONDITIONS

Sharing Roads Safely Course

1. General

- (a) These are the Terms and Conditions of sale of Amy Gillett Foundation (ABN 46 200 981 503) (**AGF**).
- (b) These Terms and Conditions apply to the Sharing Roads Safely course (**Course**) and all purchases of places in the Course (**Orders**) including those made online through the AGF website (**Website**) or by any other means.
- (c) By placing an Order, you agree that you, and any person on whose behalf you are booking a place in the Course (**Participant**) are unconditionally bound by these Terms and Conditions and acknowledge that you have read and understood these Terms and Conditions.

2. Your Account

- (a) If you use the Website to place an Order with AGF, you agree to:
 - (i) maintain the confidentiality of your user name and password;
 - (ii) keep your user name and password safe; and
 - (iii) prevent unauthorised access to your account.
- (b) You must inform AGF immediately if you have reason to believe that your user name or password is being, or is likely to be, used in an unauthorised manner.
- (c) You agree to release and indemnify AGF in connection with any use (whether authorised or unauthorised) of your user name or password.
- (d) AGF will take reasonable care in ensuring its Website is free from viruses or other dangerous content, however, it cannot guarantee that use of the Website will not cause damage to your computer or other devices. It is your responsibility to ensure you have appropriate equipment and anti-virus software to use the Website safely.
- (e) AGF reserves the right to terminate your access to the online store through the Website if AGF reasonably believes that you have breached these Terms and Conditions.

3. Orders

- (a) All Orders are subject to confirmation and acceptance by AGF.

- (b) When AGF accepts an Order, it represents an agreement by AGF to supply the Course in accordance with the Order and these Terms and Conditions.
- (c) AGF reserves the right to terminate your account or accept or reject an Order at its discretion.
- (d) If AGF rejects an Order pursuant to clause 3(c) above, it will do so without charge to you and it will refund any money paid in respect of the Order.
- (e) In placing an Order, you agree that you have not engaged in any fraudulent conduct or contravened any law.

4. Price and payment

- (a) Prices are displayed in Australian dollars (inclusive of GST) and you must pay for the Course in Australian dollars.
- (b) Prices displayed are subject to change by AGF. Prices for an Order are fixed once the Order has been confirmed and accepted.
- (c) In respect of any Order, AGF will charge you, and you agree to pay:
 - (i) the price displayed (**Price**); and
 - (ii) if applicable, any handling or administrative fee displayed at the time of purchase (**Additional Fee**).
- (d) All purchases must be by way of credit or debit card acceptable to AGF, or by electronic funds transfer to AGF's nominated bank account (**EFT**). If paying by card, you must provide your nominated credit or debit card details during the purchase process described on the Website. AGF is unable to accept cash payments.
- (e) Once the Order is accepted and processed by AGF, AGF will process payment for the Course (plus any Additional Fees) using your nominated credit or debit card (if applicable).
- (f) All reasonable steps are taken to ensure that the Order and credit or debit card details provided by you to AGF are safe and secure.
- (g) All personal and credit or debit card information provided by you to AGF is encoded using appropriate technology for security and authentication. While AGF takes all reasonable precautions, the security of the transaction cannot be guaranteed.
- (h) You authorise AGF to debit the Price plus the Additional Fees (if any) from your nominated credit or debit card.
- (i) AGF will not deliver the Course until payment is cleared. If the payment cannot be

processed, the Order will be rejected in accordance with these Terms and Conditions and you will be notified.

5. Course terms and conditions

- (a) You acknowledge and agree that your Order and each Participant's participation in the Course is subject to the Course terms and conditions (**Course T&Cs**), a copy of which may be found at the following link (<https://www.amygillett.org.au/wp-content/uploads/2021/06/SRS-participant-TCs-final-16.06.21.pdf>).
- (b) You acknowledge that each Participant must acknowledge and agree to the Course T&Cs prior to their participation in the Course.
- (c) You acknowledge and agree that you and each Participant have been provided the opportunity to read the Course T&Cs and agree to be bound by them even if you or a Participant have not read them.

6. Participant attendance

- (a) You acknowledge and agree that:
 - (i) once booked into a particular delivery date for modules 2 and/or 3 of the Course, a Participant may only cancel their attendance at least two business days prior to the start of the module; and
 - (ii) a Participant may only cancel a booking for a particular delivery date for modules 2 or 3 of the Course a maximum of twice; and
 - (iii) if a Participant fails to attend their nominated module date and has not cancelled their attendance in accordance with this clause, no refund will be provided by AGF and a new booking and Price must be paid if the Participant wishes to attend the relevant module(s).
- (b) Where a Participant cancels a booking within two business days in breach of clause 6(a)(i), or cancels a booking more than twice in breach of clause 6(a)(ii), AGF will not provide a refund and a new booking and Price must be paid if the Participant wishes to attend the relevant module(s).
- (c) Where a Participant fails to attend their nominated module date and they have not cancelled their attendance in accordance with this clause 6, no refund will be provided by AGF and a new booking and Price must be paid if the Participant wishes to attend the relevant module(s).

7. Delivery, Title and Risk

- (a) Subject to availability, AGF will endeavour to deliver the Course on the nominated delivery dates. However, AGF will not be liable to you or anyone else for any losses suffered or incurred due to delay.
- (b) You acknowledge that some of the Course is not available for delivery to locations outside Australia. AGF retains the right to determine what it can and cannot deliver to any particular location.
- (c) You agree that if you provide inaccurate or incomplete personal details when making an Order, AGF will not be liable to you for any loss resulting from delay or failure to process or deliver the Course to you (or nominated recipients).
- (d) The person(s) who take part in the Course at the nominated delivery location will be presumed by AGF to be authorised to receive them.

8. Information and Images

- (a) AGF will endeavour to provide accurate descriptions and images of the Course on the Website.
- (b) Notwithstanding the above, you acknowledge that the images of the Course may, at times, differ from the actual delivery of the Course.

9. Limitation of Liability

- (a) To the extent permitted by law: (a) the services are provided 'as is' and AGF makes no representation as to the services' fitness for purpose; and (b) AGF excludes all conditions or warranties which would otherwise be implied into these Terms and Conditions whether by law, statute or otherwise.
- (b) To the extent permitted by law and notwithstanding anything else in these Terms and Conditions, AGF's total aggregate liability to you under or in relation to the Terms and Conditions on any other grounds whatsoever whether in contract, tort, (including negligence) or under statute, common law or in equity or otherwise will not exceed an amount equal to the total amount paid by you under the Terms and Conditions to AGF.
- (c) To the extent permitted by law, AGF's liability for a breach of any and all terms implied into these Terms and Conditions or otherwise conferred on you by statute or law including, but not limited to, the *Competition and Consumer Act 2010* (Cth), is excluded, but to the extent that such liability cannot be excluded, is limited to one or more of the following, as determined by AGF: the resupply of the services or the payment of the cost of your Order.

- (d) AGF is not liable for any loss resulting from the interception or 'hacking' of data through the website by unauthorised third parties.
- (e) AGF is not liable for any direct or consequential loss. Nothing in these Terms and Conditions is intended to limit or exclude any liability on AGF's part where or to the extent that applicable law prohibits such exclusion or limitation.

10. Privacy

- (a) Personal information provided by you when purchasing any services from AGF is necessary for supply of the services and is collected in accordance with AGF's Privacy Policy (available at <https://www.amygillett.org.au/policy/privacy-policy>). If you do not wish to provide personal information you will not be able to make an Order or purchase a place in the Course.
- (b) AGF may use or disclose your personal information for the purposes of:
 - (i) providing the Course, facilitating Orders and providing other services and administering online sales;
 - (ii) providing you with information or promotional material;
 - (iii) providing statistics to government in relation to Course participation and attendance; or
 - (iv) otherwise in accordance with AGF's Privacy Policy.
- (c) AGF may share your personal information with third parties such as other commercial operators or providers of goods/services, companies engaged by AGF to carry out functions and activities on its behalf including direct marketing, AGF's professional advisers, including its accountants, auditors and lawyers and AGF's insurers. Outside of the above, information is not generally disclosed to anyone outside Australia.
- (d) AGF's Privacy Policy contains information about how you may access, and request correction of your personal information held by AGF or make a complaint about the handling of your personal information and provides information about how AGF will deal with a complaint.
- (e) If you do not wish to receive promotional material from AGF's sponsors or other third parties you must advise AGF in writing or via the opt-out procedures in the relevant communication.
- (f) You acknowledge and agree that your personal information will be collected, used, disclosed and sorted by AGF in order to

facilitate your purchase of the Course and in accordance with AGF's Privacy Policy.

- (g) You have certain rights to access your personal information held by AGF and can request access by contacting AGF's Privacy Officer at the details available in AGF's Privacy Policy.

11. Amendments

- (a) AGF may change these Terms and Conditions from time to time without prior warning.
- (b) The Terms and Conditions which appear on the Website at the time you place an Order are those that apply to the Order.
- (c) It is your responsibility to read and understand the Terms and Conditions that are in place each time you place an Order through the Website.

12. Events beyond AGF's control

- (a) AGF will not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause that is beyond its reasonable control, including but not limited to circumstances directly or indirectly relating to COVID-19 or any variations or mutations thereof.
- (b) Postponement of module 3 for events outside AGF's control, including but not limited to prevailing weather conditions, will occur in accordance with the Course T&Cs a maximum of once only.

13. Governing Law and Terms

- (a) These Terms and Conditions are governed by the laws of Victoria and the courts of Victoria and shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.
- (b) These Terms and Conditions, including the Course T&Cs referred to above, contain all the provisions of the agreement between you and AGF in relation to the placement of an Order from AGF.