

### 3. OMNI ANAESTHESIA TERMS AND CONDITIONS

#### EDUCATIONAL EVENTS CANCELLATION & REFUNDS

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**OMNI Anaesthesia** terms and conditions- educational events- cancellation and refunds includes any courses, workshops, seminars, webinars, online learning available and accessible through the **OMNI Anaesthesia Education** website. These educational events are owned and operated by Perioperative Nurse Education Services Pty Ltd trading as **OMNI Anaesthesia** (ABN: 619 725 478). By accessing and/or attending and/or participating in educational events or using information gained from educational events including using the website and related services, you agree to these terms and conditions. Additionally, you should review the **OMNI Anaesthesia** Privacy Policy alongside and **OMNI Anaesthesia** Terms and Conditions of Use and the **OMNI Anaesthesia** Education Website terms and Conditions carefully and immediately cease using **OMNI Anaesthesia** Education website if you do not agree to any of the **OMNI Anaesthesia** Policies or Terms and Conditions.

In these terms and conditions here within, 'us', 'we' and 'our' means Perioperative Nurse Education Services Pty Ltd trading as **OMNI Anaesthesia** or **OMNI Anaesthesia Education** (ABN: 619 725 478). **OMNI Anaesthesia** and **OMNI Anaesthesia Education** may be referred to as either **OMNI Anaesthesia** or **OMNI Anaesthesia Education** as well as 'we' or 'us' or 'our' from this point. The term 'educational event' will refer to all courses, workshops, educational products, seminars, webinars, online learning or other related learning events and/or materials provided by **OMNI Anaesthesia** or **OMNI Anaesthesia Education**. The term 'website' will refer to all services within the **OMNI Anaesthesia Education** website including the learning management system and online learning portal and related learning, educational or webinar events.

You may need to be a registered member and/or to register to access orders, products and certain features of **OMNI Anaesthesia Education** website. When you register, and/or activate your account, you will provide us with personal information such as your name and email, personal address and telephone number. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our **OMNI Anaesthesia** Privacy Policy.

**OMNI Anaesthesia Education** is committed to providing high quality products and services and reserves the right to cancel any educational events, professional activities and products. **OMNI Anaesthesia Education** will maintain efficient accounting and business processes to ensure sound fiscal responsibility and accountability.

#### Cancellations

##### 1. Educational Events:

**OMNI Anaesthesia Education** reserves the right to cancel an educational event due to low enrolment or other circumstances which may have made the educational event unviable.

- 1.1 In this instance, a full refund will be offered to the paid registrants of the educational event;
- 1.2 Wherever possible **OMNI Anaesthesia Education** will endeavour to give appropriate and timely notification to participants including those who have registered for the events. After consultation with the company directors and education facilitators, will advise the participants including those who have registered for the events of the options available to them;
- 1.3 An email from the company directors must be forwarded to [info@omnianaesthesia.com](mailto:info@omnianaesthesia.com) to notify the business of the cancellation and the educators responsible for the educational event are to be contacted as soon as possible following this;
- 1.4 All external providers involved with the educational event (including but not limited to:

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businesses/lecturers/ guests/ presenters/ facilities) are to be contacted by the educator responsible for the educational event;

- 1.5 Wherever possible, **OMNI Anaesthesia Education** will provide timely notification to all internal and external participants registered and related to the educational event.
  
2. Professional Services:
  - 2.1 If registration includes membership to a service, the members have the right to cancel their membership at any time in writing to [info@omnianaesthesia.com](mailto:info@omnianaesthesia.com). Fees paid will not normally be refunded in this instance;
  - 2.2 **OMNI Anaesthesia Education** reserves the right to withdraw or cancel educational events from the market at any time. Adequate notification will be provided by the relevant administrative staff;
  - 2.3 In the instances where **OMNI Anaesthesia Education** has withdrawn the educational event, a refund will be undertaken for all orders that have been received and paid for related to that educational event.

#### Refunds

As a rule, **OMNI Anaesthesia Education** does not give or issue refunds for any of the following:

1. Membership fees;
2. Educational event registration fees inclusive of those listed in the introduction of these terms and conditions;
3. Products;
4. Merchandise;
5. Service fees e.g postage, administrative and other business related fees.

Instances where a refund is considered acceptable for a refund to be processed include:

1. Identified overpayments for educational events and any goods/services provided by **OMNI Anaesthesia Education**;
2. An error has been made by **OMNI Anaesthesia Education**;
3. Educational events that do not match what was shown at the time of purchase and registration;
4. Educational events that do not deliver the intended purpose;
5. Exceptional circumstances supported by documentation in writing to [info@omnianaesthesia.com](mailto:info@omnianaesthesia.com) and only after written approval by the directors.

Instances where **OMNI Anaesthesia Education** will not provide a refund include:

1. Where a member/customer/client/registrant changes their mind;
2. Where the member/customer/client/registrant decides later they can't afford the products/services;
3. Where the member/customer/client/registrant finds alternative products/services at a more competitive price;
4. incorrect choice of product/service by the member/customer/client/registrant;
5. Past Census Date for educational events with a Census Date;
6. No shows or non-attendance at any educational event registered for or part there of if late to educational event.

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All requests for refunds must be:

1. Made in writing (email to [info@omnianaesthesia.com](mailto:info@omnianaesthesia.com)) with supporting documentation where required e.g. invoice/receipt as proof of payment, Medical Certificate where required; and
2. Approved by a company director to the level of their delegated authority.

#### Principles that underpin these terms & conditions are:

When a request for refund is received, an assessment of the reason given for the refund will be considered on its individual merits by the cost centre manager and approved as required by the director with delegated authority. The request for refund must be reviewed against any contractual agreements that may be applicable, to determine any **OMNI Anaesthesia Education** obligations, conditions or restrictions.

Refunds will be processed within 14 days by ..... upon receipt of a request for from the director with delegated authority and will normally be made by EFT except in the case of a payment originally made by credit card. In that instance, the refund will be made by credit card through the payment system. Refund by cheque will only be made where there are extenuating circumstances.

#### Cancellations

Cancellation of a registration by the registrant must be by letter or email. Refunds will apply as follows:

1. If a cancellation notice is received more than 21 days prior to the event or short course a refund will be processed less an administration fee of \$75.00.
2. If a cancellation notice is received less than 21 days prior to an event or short course no refund will be given

#### Substitutions

- Substitutions are permitted with the prior written (eg email/letter from the person who is registered) agreement of **OMNI Anaesthesia Education**;
- Substitutions made during the event require written permission from the original attendee and prior payment of any additional charges;
- Attendees/ registrants are not allowed to share a registration.

#### Payment

- **OMNI Anaesthesia Education** reserves the right to refuse attendance to individuals who have not paid in full for their registration;
- All registration payments must be received no later than 3 days prior to the educational event.
- Payments for early bird/ special offer/ discounted educational events must be received no later than fourteen days after the early bird/ special offer/ discounted educational events registration has closed;
- If early bird/ special offer/ discounted educational events fees have not been received by **OMNI Anaesthesia Education** by 5.00pm on that day, all listed full registration fees apply.

#### Exhibitors

- The following information provides a guide to refunds as an exhibitor at an educational event, conditional on terms of agreement between **OMNI Anaesthesia Education** and third party, e.g.

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caterer's terms, venue hire terms, booth build terms etc., which may vary from educational event to educational event;

- Cancellations made more than 12 weeks from commencement of the event will receive a full refund less an administrative fee of \$100;
- Cancellations received between 4 weeks and 12 weeks from the commencement of the educational event will incur a fee of 25% of the total booking made;
- No refund will apply to cancellations received less than 4 weeks prior to the educational event
- Should an exhibitor who received a discount for exhibiting at several educational events cancel their attendance at one or more events, the exhibitor will be liable for the full pre-discounted rate per expo plus the cancellation fee applicable.

#### Membership

- Membership fees will not normally be refunded unless there are extenuating circumstances.
- The request must be submitted in writing to [info@omniaesthesia.com](mailto:info@omniaesthesia.com)
- An approved refund will attract an administration fee. The administration fee will be determined by director with delegated authority. This is related to processing fees and facility fees.

#### Procedure

Once a request for refund has been received, a request for refund is to be completed by **OMNI Anaesthesia Education** within 7 business days.

The process is as follows:

- **OMNI Anaesthesia Education** personnel to review and file all related supporting documentation where required, such as medical certificate, a copy of the original tax invoice/receipt evidence that payment has been received and banked, etc. and forward for approval to the director with delegated authority.
- Director with delegated authority receives the request and supporting documentation and noted dates received;
- verifies the details;
- processes the refund via payment method
  - Credit card - where a credit card payment has been made, the refund will be processed using the same payment method. If the refund attracts an administration fee this will be deducted prior to the refund being processed.
  - EFT - the refund will be processed. If the refund attracts an administration fee, this will be deducted prior to the refund being processed.
  - The individual or organisation receives confirmation of the refund.
- **OMNI Anaesthesia Education** is not responsible for the time taken to process the refund beyond our control and process. Refunds will be processed by us within 7 business days. It may take longer than this to receive refunds due to circumstances out of our control including but not limited to bank/ financial institution/ other organisational processing time.

#### Collection of Personal Information

We collect personal information about you in order to respond to your enquiry, process your membership, provide you with access to the learning management system and community functions and for purposes otherwise set out in our Privacy Policy found on our website at <https://www.omniaesthesia.com>.

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We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services and products to you. We may also disclose your personal information to recipients that are located outside of Australia, including to conduct webinars and supply education material.

Our **OMNI Anaesthesia** Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about **OMNI Anaesthesia** privacy policy or practices, please contact us at [info@omnianaesthesia.com](mailto:info@omnianaesthesia.com).

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the **OMNI Anaesthesia** Privacy Policy and these **OMNI Anaesthesia** Terms and Conditions.

#### Accuracy, completeness and timeliness of information

The information delivered in and/or at **OMNI Anaesthesia Education** educational events and/or on **OMNI Anaesthesia Education** website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information at our educational events and/or on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information at our educational events and/or on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of **OMNI Anaesthesia Education** website or any linked website. You must take your own precautions to ensure that whatever you select for your use from **OMNI Anaesthesia Education** website is free of viruses or anything else (such as but not limited to worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to our educational events and/or the website content (including any **OMNI Anaesthesia** Terms and Conditions, policies or documents) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information at **OMNI Anaesthesia Education** educational events and/or on the **OMNI Anaesthesia Education** website or if that information is not up-to-date.

#### Unacceptable Activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our educational events and/ or on our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using our educational events and/or website to defame or libel us, our employees or other individuals;
- uploading files on our website that contain viruses that may cause damage to our property or the property of other individuals;

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- posting or transmitting to educational events and/or our website any non-authorised information and material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security. This includes information and presentations at our educational events.

If we do happen to allow you to post any information to **OMNI Anaesthesia Education** website or **OMNI Anaesthesia** social media page, we have the right to take down this information at our sole discretion and without notice if it does not comply with these Terms and Conditions or any changes in new insights.

#### Warranties and Disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about information in our education events and/or our website or the content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that our website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to our educational events and/or our website, any content, or any feature of our website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

#### Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which this occurs – which may be suffered due to your use of information from **OMNI Anaesthesia Education** educational events and/ or **OMNI Anaesthesia Education** website and/or the information or materials contained on it, or as a result of the inaccessibility of **OMNI Anaesthesia Education** website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

#### Jurisdiction and Governing Law

Your use of the website and these Terms are governed by the law of Queensland and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

**Information Sheet:** <https://www.qld.gov.au/law/laws-regulated-industries-and-accountability/queensland-laws-and-regulations/selling-your-products-and-services/guarantees-warranties-and-refunds>

#### Related Documents:

**OMNI Anaesthesia** Privacy Policy

**OMNI Anaesthesia** Terms and Conditions of Use - OMNI Anaesthesia Education Website

**OMNI Anaesthesia** Terms and Conditions of Use - OMNI Anaesthesia Educational Events

#### Version Control and Development:

*This document is titled OMNI Anaesthesia Terms and Conditions- Educational Events Cancellations & Refunds and is version number 1 developed in May 2019 by OMNI Anaesthesia in accordance with the above legislative policies regarding privacy and information. This document will be reviewed as legislation changes and/or so requires. This document was reviewed by external parties to OMNI Anaesthesia.*