

Terms and Conditions

1. Training

- 1.1. In consideration of the payment of the Agreed Fee (required at the time of registration/enrolment), the Darling Downs Hospital and Health Service (trading as The Cunningham Centre) agrees to provide the training to the Client or their nominee.
- 1.2. A set of training materials will be provided to the Client. Any additional materials or course costs which will need to be supplied/incurred by the Client will be clearly articulated on the activity page on the website, and in any pre-enrolment material such as application packs provided to the Client prior to registration/enrolment.
- 1.3. Appropriate certification will be provided to acknowledge participation in and completion of Cunningham Centre activities.
 - 1.3.1. Certification relating to accredited courses will comply with the Standards for Registered Training Organisations 2015 and the Australian Qualification Framework. Certification will be issued when all outstanding fees have been paid in full and the Client has provided a validated USI number.
 - 1.3.2. Certification for non-accredited training offered by the Cunningham Centre will not be issued to attendees who leave early or otherwise do not attend the activity in full, or
 - 1.3.3. do not complete eLearning or hard copy pre-workshop materials prior to attending a workshop, or
 - 1.3.4. do not complete eLearning or hard copy course components within cohort timeframes as required in the course curriculum.
 - 1.3.5. Certification will be withheld until all fees have been settled.
- 1.4. Cancellation of an activity may result due to force majeure.

2. Enrolment

- 2.1. All enrolments
 - 2.1.1. Enrolment fees must be paid in full prior to activity commencement.
 - 2.1.2. Time to pay options are not available.
- 2.2. Direct Enrolment (no application process)
 - 2.2.1. The Client enrolls directly into the activity without having to undertake an application process.
 - 2.2.2. The dates for scheduled activities and all other pre-enrolment information will be provided on the applicable activity page.
 - 2.2.3. Closing dates for enrolment (if applicable) will also be advised on the activity page.

- 2.2.4. Enrolment documentation must be received and full payment must be received prior to the closing date in order to progress to enrolment.
- 2.2.5. Places in activities may be limited. Activities may only progress if minimum numbers are met. Enrolments may close early if maximum numbers are reached. Details applicable to individual activities will be articulated in the information provided on the activity page and in pre-enrolment information such as application packs.

2.3. Application only

- 2.3.1. An application only pathway is utilised when the Client needs to meet eligibility or pre-requisite requirements to gain entry, or the Cunningham Centre needs to prioritise allocation of places for that activity.
- 2.3.2. Where this pathway is utilised, information regarding the criteria for selecting successful applicants can be found on the activity page for that course and in pre-enrolment information such as application packs.
- 2.3.3. Cohort information including closing dates for applications for each calendar year will be advertised on the activity page.
- 2.3.4. The Client can apply to be considered for inclusion in any cohort prior to the closing date for applications.
- 2.3.5. While the Client may apply for entry to a specific cohort, there is no guarantee that they will be offered a place in their preferred cohort.
- 2.3.6. Cohorts may only progress if minimum numbers are met. Maximum numbers may apply. Specific arrangements will be provided on the activity pages or in the pre-enrolment materials for each activity.
- 2.3.7. Some activities require the Client to provide documentary evidence as part of the application process to demonstrate that they meet the admission requirements. Evidence required will be clearly outlined on the activity page and pre-enrolment information such as application packs.
- 2.3.8. The Client will be advised of the outcome of their application in writing within 10 working days of the outcome decision.
- 2.3.9. If a Client fails to enrol and pay their fees in full by the closing date, they will need to reapply to be considered for future cohorts.

3. Fees

- 3.1. Current fees are published on the individual activity pages. The Cunningham Centre operates a three-tier pricing model.
 - 3.1.1. Tier 1 - Payment by Queensland Health work units (includes any division that sits under the [Queensland Health organisational structure](#))
 - 3.1.2. Tier 2 - Payment by self-funded Queensland Health employees (Under certain circumstances GST needs to be applied for Queensland Health employees when they are paying their own fees)
 - 3.1.3. Tier 3 - Payment by external participant or private organisation.

- 3.2. Details regarding fees, what they include and any additional resources required for each activity can be found on the activity pages or in pre-enrolment information such as application packs.
- 3.3. Fees must be paid in full prior to commencement of an activity or course.
 - 3.3.1. Tier 1 payments will progress to enrolment on receipt of a completed payment form which contains the relevant payment details and the signature of the cost centre manager. However, certification will not be issued until the payment has been received by Darling Downs Health from other Hospital and Health Services.
 - 3.3.2. On receipt of Tier 2 and 3 payment forms, the Client will receive an invoice, which must be paid and funds cleared for the payment to be deemed as having been paid. Enrolment is not complete until this occurs.
- 3.4. The Cunningham Centre is unable to offer 'time to pay' options.
- 3.5. Fees cannot be refunded once an activity has commenced. Clients can request special exemption if they can demonstrate that they have been impacted by COVID. The request will need to be supported with a medical certificate or if not health related, a statutory declaration outlining how a COVID-19 related circumstance has impacted the capability to continue with the activity or course.

4. Limitation of Liability

- 4.1. While reasonable care is taken in preparing the materials and providing the training, the Cunningham Centre gives no warranty regarding the accuracy of the materials or the information conveyed in the training and will not be liable for any loss or liability of any kind whatsoever (including indirect or consequential losses) that may be suffered in relation to, arising out of, or in connection with this agreement, the training or the training materials or any use subsequently made of the information provided in the training.
- 4.2. The Cunningham Centre is not responsible for the accuracy and content of information contained in third party websites that may be linked with the Cunningham Centre websites. By making third party links available, the Cunningham Centre is not endorsing these sites, their content, products or services or the owners. Links are provided for convenience and reference only.
- 4.3. The training provides information about health and health-related matters, but it is not medical advice specific to an individual's needs and should not be relied upon as such. It is the learners' responsibility to understand and work within their scope of practice. Attending Cunningham Centre education does not endorse or authorise practice outside of the learner's scope of practice.
- 4.4. The Client indemnifies the Cunningham Centre and its personnel against any liability as a result of any breach of this Agreement, or loss to either the Client or third parties, or any claim, arising out of, in relation to or in connection with the attendance by them or their nominee at the Cunningham Centre, the provision of the Training to them or their nominee or any use subsequently made of the information provided in the Training by the Client, their nominee or other members of their organisation.
- 4.5. If despite clauses 4.1 to 4.3 above, a court finds the Cunningham Centre is liable to a participant or the Client, such liability is limited to the refund of the Agreed Fee. This limitation applies even if the Cunningham Centre has been expressly advised of the potential loss.

5. Insurance

5.1. When engaged in an activity that requires clinical placement, the Client (or their employer in the case of an existing worker) must maintain throughout the Term, the following insurances with insurers authorised and licensed to operate in Australia and approved by the Cunningham Centre:

5.1.1. Public Liability insurance for the amount of \$10,000,000;

5.1.2. Professional indemnity insurance for the amount of \$10,000,000;

5.1.3. Such other insurances the Cunningham Centre may specify.

6. Intellectual property

6.1. The ownership of the intellectual property (including copyright) contained in the training materials remains at all times the property of the Cunningham Centre.

6.2. No Cunningham Centre training materials can be reproduced or copied unless written permission is granted by the Cunningham Centre.

6.3. The Client agrees that they will take all reasonable steps to ensure they do not, and that anyone who attends the training on the Client's behalf does not, without the express permission of the Cunningham Centre use the materials for any purpose other than their personal reference or distribute the materials to others.

6.4. To protect the Cunningham Centre's Intellectual Property the Client will be required to sign a Restrictive Licence Agreement prior to commencement of the Course. Enrolment in the course will signify the Client's agreement to this requirement.

7. Equipment

7.1. All Cunningham Centre equipment, training materials and resources must only be used by a third party with written permission from the Cunningham Centre.

7.2. Any equipment damaged by an attendee will be repaired or replaced at the expense of the attendee or their employer.

8. Safety and Insurance

8.1. The client must comply with Queensland Government Occupational Health and Safety requirements at all times.

8.2. If attending clinical placement within a Queensland Health facility, the Client must comply with all statewide training requirements and those identified in the student handbook. If attending clinical placement **outside** of a Queensland Health facility, the Client must comply with all training requirements of the Health Service providing the clinical placement as well as the training requirements identified in the student handbook or agreement documents.

8.3. Electrical equipment must not be plugged in at a training venue unless it has been tagged and tested.

8.4. Equipment, materials and substances that may adversely affect the health and safety of the Client or other persons working in, or attending training at the Cunningham Centre (or associated training venues) are not to be brought on site.

8.5. Queensland Health supports a non-smoking policy. Strict adherence to this policy is observed with no smoking permitted in any buildings or anywhere within the grounds of the training facility, and in compliance with venue directions and expectations on designated smoking areas.

8.6. Where training is provided outside Cunningham Centre premises, the Client will:

- 8.6.1. Ensure that the outside premises are reasonably safe
- 8.6.2. Maintain a suitable policy of public liability insurance covering the location of the training;
- 8.6.3. Indemnify the Cunningham Centre against any claim for personal injury arising out of or in any way connected with the safety of the outside premises.

9. Privacy

9.1. Information about how the Cunningham Centre complies with the *Privacy Act 1988* (1988) is outlined in the *Privacy Statement* available on the **Academic guidelines and forms** page of the Cunningham Centre website.

