

Terms & Conditions of sale and attendance at courses

1. DEFINITIONS

In these terms:

- 1.1. **Goods** mean any goods or services provided by Medilife Pty Ltd to you.
- 1.2. **Medilife** means Medilife Pty Ltd, ABN 68060149402 trading as Medilife Pty Ltd and its officers, employees and agents.
- 1.3. **Services** mean any services provided by Medilife to you.
- 1.4. **You** mean the person(s) purchasing Goods or Services from Medilife to which these terms and conditions apply.

2. ORDERS

- 2.1. You may place orders for Goods and Services (a) by completing a purchase order and emailing or faxing it to Medilife; (b) by telephone; (c) online at www.medilife.edu.au;
- 2.2. All orders are subject to availability of stock or course confirmation.
- 2.3. An out of stock item may be substituted for an equivalent item of equal or higher value but charged at the price of out of stock item.
- 2.4. Medilife reserves the right to refuse orders whether whole or in part in its absolute discretion.

3. GUARANTEE

We guarantee that our products will be delivered in new condition without damage or fault in craftsmanship. If the product was damaged at the time of delivery to you, you may return the product within 30 days (of the delivery date) for a refund of the product price not including freight.

4. RETURNS AND EXCHANGES

- 4.1. You must verify the quantity and quality of goods upon delivery and if any of the Goods are faulty, you must notify Medilife within seven days of receipt. Otherwise you waive any right to reject them.
- 4.2. Rejected faulty Goods must be promptly returned by you to Medilife.
- 4.3. Medilife will only accept returns of unused Goods in their original condition and packaging, accompanied by the invoice.
- 4.4. Pending inspection when returns are properly completed, Medilife will reimburse the price of the returned Goods, excluding delivery charges within 30 days of receipt of the returned Goods.
- 4.5. The customer will be responsible for all shipping costs for the return of the goods to Medilife.
- 4.6. You cannot refuse to accept Goods merely because they are not delivered by any given date or dates.
- 4.7. Medilife reserves the right not to issue a refund, if the returned product is not in an unused condition; if you have changed your mind and no longer wish to keep the product. Refused items will be posted back to you and the additional postage will be charged.
- 4.8. Except as required by law, Medilife will be under no obligation to accept Goods returned for any reason.

5. DELIVERY AND RECEIPT

- 5.1. Medilife will Endeavour to provide Goods and Services in a timely manner to the address specified in your order, however Medilife will not be liable for (a) any failure to deliver or delay in delivery for any reason; (b) any damage or loss due to unloading or packaging; or (c) damage to property upon entering premises to deliver the Goods or provide the Services. Any costs incurred by Medilife due to any failure by you to accept the Goods at time of delivery must be reimbursed by you to Medilife.
- 5.2. Invoices for Goods may include a flat rate charge for freight and delivery for packages.
- 5.3. If you wish to have Goods or Services provided by means other than Medilife's usual means, you will need to make all necessary arrangements and pay all costs involved.

6. INVOICES & PAYMENTS

- 6.1. Company invoices are produced upon enrolment into courses. Medilife P/L account customers can be enrolled on receipt of a company purchase order.
- 6.2. Certificates are available via the Student Portal once payment has been received and assessment criteria met. (Please refer to student information brochure for more information).
- 6.3. Medilife may change the price of Goods and Services from time to time without notice to you.
- 6.4. **Payment terms are net 14 days from invoice.** Payment can be made by credit card (Visa, MasterCard), Cheque or cash/money order. We do not accept Amex or Diners. Account details provided on request.
- 6.5. GST is payable on Goods and Services except accredited courses
- 6.6. **The Client is liable for all debt collection fees.**

7. CANCELLATIONS OR TRANSFER OF ENROLMENTS

Orders and bookings are subject to the following conditions:

- 7.1. If a product has been dispatched, that order may not be cancelled.
- 7.2. The guarantee for the quality of the product may not be used to claim a refund when an attempt to cancel the order has previously been made.
- 7.3. Buy-in or non stock line products cannot be cancelled or returned if you have changed your mind.
- 7.4. If attendance to a course is cancelled more than 7 days prior to course, 50% of the course price (plus freight) will be charged as a cancellation fee.
- 7.5. If cancelled is less than 7 days prior to course, 100% will be charged as a cancellation fee.
- 7.6. Requests for transfers must be made a minimum of 7 days prior to course date.
- 7.7. A transfer fee of \$50.00 (inc. GST) applies and must be paid on the date of request.
- 7.8. Medilife may cancel your course due to low enrolments. Notification will normally be at least 7 days in advance.
- 7.9. Participants to courses are referred to "Student Information" at www.medilife.edu.au/

8. TITLE AND RISK

- 8.1. Title in goods passes to you on payment in full for them.
- 8.2. Risk in Goods passes to you on delivery of the Goods to you, unless you arrange for delivery in which case risk passes when the Goods leave Medilife's premises.

9. EXCLUSIONS AND LIMITATIONS

- 9.1. To the extent permitted by law, Medilife's only liability is as expressly stated in this agreement and all other guarantees, warranties and conditions are excluded.
- 9.2. To the extent permitted by law Medilife's liability:
 - a) under this agreement; and
 - b) as a result of a consumer guarantee implied under the Australian Consumer Law or any other warranty or condition implied by legislation, is limited to, in the case of Goods, supplying the Goods again or paying the cost of having them supplied again and, in the case of Services, supplying the Services again or paying the cost of having them supplied again.
- 9.3. To the extent permitted by law, Medilife will not be liable to you (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit.

10. INDEMNITY

- 10.1. You indemnify and must keep Medilife indemnified against all damages, losses, costs and expenses suffered by Medilife arising out of any breach by you of this agreement or arising out of your use, possession or sale of the Goods, or the use, possession or sale of the Goods by someone with your authority or permission.

11. GENERAL

- 11.1. These terms and any invoice referencing these conditions, the provision of Goods and Services constitute the whole of the agreement between us and supersede any previous dealings, prior representations, statements and agreements in relation to their subject matter.
- 11.2. These terms may be varied by Medilife at any time by notice to you or by means of a notice on the website www.medilife.edu.au
- 11.3. Clerical errors are subject to correction without notice.
- 11.4. Medilife may sub-contract or otherwise arrange for another person to perform any part of this agreement or to discharge any of Medilife obligations under this agreement.
- 11.5. Medilife waives a right under these terms only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.
- 11.6. You must pay Medilife all costs and expenses incurred by Medilife in connection with these terms including legal expenses (on a solicitor-client basis), and costs incurred in the recovery of monies owing by you to Medilife or in otherwise enforcing Medilife's rights against you under the Contract.
- 11.7. Neither party is liable for any delay or failure to perform its obligations under this agreement (except an obligation to pay money) if such delay or failure is due to any cause outside their reasonable control. If delay or failure to perform its obligations pursuant to this clause occurs, the performances of that party's obligations are suspended. If such a suspension exceeds 30 days, either party may immediately terminate the agreement by notice in writing to the other party.
- 11.8. These terms are governed by and must be construed in accordance with the laws of New South Wales.