

# Terms and Conditions

P O Box 6109 NORWEST  
NSW 2153

Effective Date: 21 November 2024  
Next Review Date: 21 November 2025

## 1. About Heart of the Nation

- 1.1 Welcome to [www.heartofthenation.com.au](http://www.heartofthenation.com.au) (our **Website**). Our Website is operated by Our National Heart trading as Heart of the Nation (ABN 19 641 039 910) ('HotN', 'we', 'us', 'our'). Heart of the Nation is a registered charity with the [Australian Charities and Not for Profit Commission](#) and operates as a Social Enterprise certified by [Social Traders](#). The principal long-term vision of HotN is to ensure an increased survival rate of sudden cardiac arrest by leading change through education, training and access to an Automated External Defibrillator (**AED**) within one minute at all locations across the country.
- 1.2 HotN's mission is to empower every Australian to understand that any attempt at resuscitation is better than none. By supporting communities to complete the chain of survival, [we](#) turn bystanders into responders, giving the public confidence to recognise cardiac arrest, perform CPR, and identify and access an AED in their time of need.
- 1.3 Our Website provides you with an opportunity to learn about the holistic aspects of cardiac arrest, make a tax deductible financial donation and purchase goods and services including our defibrillator packages (and a range of accessories), first aid kits, and accredited training courses. With the purchase of every AED package, purchasers receive free online CPR and AED education. You must be at least 18 years of age to purchase an AED package.
- 1.4 Please read these Terms and Conditions (**Terms**) carefully before using the Website. In consideration of HotN agreeing to supply goods and/or services to you, you agree and accept that these Terms apply to all sales of goods and services by HotN to you. You agree to accept these Terms when you place an order with **HotN**. You may place your order online via our store or by speaking with an HotN representative via the [Contact Us](#) page on our website.
- 1.5 You further acknowledge that these Terms constitute the entire agreement of the parties as to the supply of goods and services by HotN and cannot be varied without our prior written agreement.
- 1.6 HotN reserves the right to review and change any of these Terms by updating this page at our sole discretion. Any changes to these Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of these Terms for your records.

## 2. Price



WEBSITE

[heartofthenation.com.au](http://heartofthenation.com.au)



PHONE

1300 87 48 49



EMAIL

[info@heartofthenation.com.au](mailto:info@heartofthenation.com.au)



ADDRESS

PO Box 6109, Norwest NSW 2153

- 2.1 The price for all goods and/or services shall be the current listed price on our Website or current quoted price (at the date on which your order is accepted and supplied by HotN). HotN is entitled to adjust any price stated on the current price list to take account of variations in the cost of the good and/or service to HotN. The HotN purchase price is in Australian Dollars and includes GST for relevant items.
- 2.2 For all our AED packages, the purchase price reflects the price for one (1) AED package only. Should you wish to purchase five (5) or more AED packages in one order, please contact us via the Contact Us page on our Website and request a formal quotation with pricing to reflect a bulk order purchase.

### 3. Payment

- 3.1 Payment can be made electronically through our Website or through the issue of a Tax Invoice.
- 3.2 Payment shall be made by Tax Invoice via:
  - (a) credit card or electronic funds transfer into our nominated bank account; or
  - (b) bank or personal cheque; or
  - (c) online via our store using our payment platform Stripe Payments. In using Stripe Payments, you warrant that you have familiarised yourself with, and agree to be bound by, Stripe's applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation as detailed by them Privacy Policy (stripe.com)
- 3.3 For a Tax Invoice, you agree to pay HotN within 14 calendar days of the issue date of the invoice.
- 3.4 Cleared funds must be received by HotN before we will place your order with your chosen service provider.
- 3.5 Following our receipt of the purchase price, we will issue you with a tax receipt that confirms your payment has been received.
- 3.6 For private accredited courses, HotN will provide a Tax Invoice immediately following the conclusion of the course. Our Tax Invoice will be based on the total participants who attended the class noting that if course participants are less than 10 the course fee will be for 10 participants.
- 3.7 A Statement of Attainment can only be issued to a course participant if you have provided the full details of each participant's Unique Student Identifier (USI) or provided us with written details of your official exemption.

### 4. Delivery of Physical Goods

- 4.1 Upon receipt of your payment, we will place an order with your nominated or our allocated Supply Partner. We will endeavour to complete packaging and delivering your goods within 5-7 business days of the date of your order, or as per timeframes communicated by our Supply Partner.
- 4.2 HotN will advise you of any delays with supply of the goods you have ordered.
- 4.3 A packaging/delivery fee is included in our quoted pricing. For any large or major consignments any applicable freight fee will be quoted to you prior to dispatch. HotN is entitled to adjust the current delivery fee to take account of variations in the cost to us.

- 4.4 Goods may be dispatched from our Supply Partner direct to you. You acknowledge that the delivery of the goods may be organised by the applicable Supply Partner using a third-party delivery company.
- 4.5 If an item is lost or damaged during delivery, we request you Contact Us via our Website, detailing the way you believe your goods were damaged in transit. HotN will make all reasonable efforts to liaise with the relevant parties to resolve the issue promptly.
- 4.6 You agree that HotN will not be liable to you for any direct, special, indirect, or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with any delivery.

## 5. Risk

- 5.1 The risk in the goods will transfer to you, the customer, upon delivery to your nominated delivery destination. For clarity, ownership of all goods remains with HotN until you have made full payment. If goods are delivered to you based on a purchase order but remain unpaid, ownership unequivocally stays with HotN.

## 6. Delay

- 6.1 HotN will endeavour to fill orders promptly but will not be liable in respect of any delay occurring in the supply of goods and/or services and any consequences of such delay.

## 7. Amendment of Order

- 7.1 Where you wish to amend an order or delivery schedule and HotN is prepared to accept the amendment, the purchase price shall be amended to include all additional costs which result from the amendment.

## 8. Manufacturer's Warranty & Australian Consumer Law

- 8.1 Some of our goods may be provided with applicable manufacturer warranties. HotN does not offer any additional or voluntary warranty in relation to any goods.
- 8.2 In any event, HotN's AED packages come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have an AED repaired or replaced if it fails to be of acceptable quality and the failure does not amount to a major failure (the Consumer Guarantee).
- 8.3 To make a consumer guarantee claim, you must contact us via the Contact Us page on our Website and provide
- 8.4 proof of purchase showing the date of purchase of the AED from HotN; and reason for your consumer guarantee claim.
- 8.5 HotN will review your claim, liaise with the applicable AED manufacturer, and respond to you within five (5) business days.

8.6 To this Clause 8, you agree and acknowledge that an AED is a medical product and once opened, it is not refundable.

9. Returned Goods and Claims Procedure

9.1 The following procedure in respect of returning goods and making claims in conjunction with any alleged breach of any express or implied term, condition or warranty of this contract is designed to facilitate prompt handling of customer claims and to enable both HotN and you as the customer to mitigate any loss which either party may suffer as a result of the alleged breach.

9.2 You shall notify HotN in writing within seven (7) days of your intention to mitigate any loss, which either party may suffer because of the alleged breach.

9.3 You shall notify HotN of your intention to return any goods prior to their return. When notifying HotN of your intention please make sure you quote your HotN invoice number. HotN will notify you of arrangements for the inspection of the good/s prior to their return or of arrangements for their return, such return being at your expense.

9.4 At HotN's discretion, goods incorrectly ordered by you must be returned in good condition within seven (7) days at your expense prior to the issue of a credit note. Goods may be subject to a restocking fee of 25% of purchase price. No returns will be accepted after 30 days.

10. Training Courses

10.1 We offer the following accredited courses:

- HLTAID009 – Provide cardiopulmonary resuscitation (CPR)
- HLTAID010 – Provide basic emergency life support
- HLTAID011 - Provide First Aid
- HLTAID012 – Provide First Aid in an education and care setting

10.2 Each course participant must provide HotN with their Unique Student Identification (USI) number upon their enrolment in any accredited course. HotN is not able to issue a course Statement of Attainment to a participant who does not supply their USI or a copy of their formal exemption in writing. (visit [www.usi.gov.au](http://www.usi.gov.au) for more details)

10.3 In line with the Australian Resuscitation Council (ARC) guidelines each accredited course requires a participant to demonstrate the performance of cardiopulmonary resuscitation (CPR) on an adult manikin and, for HLTAID012, an infant size manikin. As such every participant will be required to perform practical activities including physically getting down on the floor to perform at least 2 minutes of uninterrupted CPR . If you believe a participant may be unable to demonstrate the physical skill, you must inform us prior to booking your course.

10.4 The videos and free online CPR and AED courses posted on our Website are intended for general knowledge, informational and educational purposes only and are not accredited by any professional or educational body.

- 10.5 While the material is designed to provide accurate and reliable information, we do not guarantee the effectiveness of the training. HotN is not responsible for any injury or harm resulting from the use or misuse of the knowledge gained from the videos and courses.
- 10.6 The use of the videos and online course materials are for personal use only. Any reproduction, distribution, or commercial use of the materials without our express written consent is prohibited.
11. Booking a private course
- 11.1 HotN runs private accredited courses at your preferred venue for a minimum of 10 participants per course.
- 11.2 A course booking can be made via Contact Us page on our Website. You may find a detailed list of HotN key personnel on the About Us page of our Website should you wish to make contact for any questions or planning requirements prior to booking your course.
- 11.3 After we provide your course booking confirmation, a qualified trainer will be allocated to deliver your course. Your booking will be considered final when a trainer and venue are allocated and we provide you with written confirmation of these details.
- 11.4 It is the responsibility of the organisation requesting the course to provide a suitable and safe venue to host the course. Each venue will be subject to a short risk assessment to ensure it will remain a safe environment for all participants and staff over the period of the course.
12. Cancelling a booking confirmation for a private course
- 12.1 You may cancel a booking confirmation without penalty by giving at least five (5) business days notice prior to the scheduled date of your course by contacting HotN's representative listed on your booking form.
- 12.2 If you cancel your booking less than five (5) business days before the scheduled course date, a cancellation fee of 50% of the total course fee (based on a minimum of 10 participants) will be charged.
13. Rescheduling a confirmed booking on a private course
- 13.1 You may reschedule a booking confirmation without incurring a rescheduling fee providing you give notice at least five (5) business days of the date of your course by contacting the HotN's representative listed on your booking form. Your HotN representative will liaise with your allocated trainer to agree and confirm the revised date of your course.
- 13.2 If you request to reschedule your confirmed booking with less than five (5) business days' notice, a rescheduling fee of \$200 will apply.
- 13.3 A booking confirmation cannot be rescheduled with less than 48 hours' notice and will be treated as a cancellation as outlined in Clause 12.
14. Course Attendance

- 14.1 All course participants are expected to arrive and be ready to commence their course no later than 15 minutes prior to the scheduled time of commencement detailed on the booking confirmation.
- 14.2 Participants who arrive later than 15 minutes after the course has started and will not be permitted to attend and marked as a course withdrawal.
- 14.3 On request, participants may be required to supply photographic identification on the date of the course.
15. Course Enrolment Period
- 15.1 Participants will only be enrolled in the selected course for a period of 90 calendar days. In the event all or any of the elements included in the course are not completed within that period, the participant's course enrolment will expire and the participant will be required to make a new booking in order to undertake a new assessment
- 15.2 If a course participant is deemed not yet competent at the conclusion of their enrolled course, we may agree to appoint a HotN representative to work directly with the participant for a period of up to 90 days. During the 90-day period the appointed HotN representative will deliver reasonable assistance to the participant to complete all course requirements, including participating in scheduled sessions, finishing outstanding assessments and attending the required final practical session.
16. Course Delivery
- 16.1 All HotN courses have theory, practical and final assessment components. The requirements under each of these components will be explained clearly to participants by the allocated trainer at the commencement of the course. If a participant feels they will not be able to complete any required component of the course they must advise the trainer immediately.
- 16.2 All HotN courses include a theory component comprising a short multiple-choice questionnaire. Participants must achieve a pass mark of 100% to be deemed competent.
- 16.3 Throughout your course our trainers will progressively collect evidence of each participant's attendance, participation and completion of the required elements of competency t. All information collected as part of this process will be handled in line with HotN's Privacy Policy detailed on our Website.
- 16.4 If, for any reason, a participant is not able to complete the course or demonstrate full competency in any element of the course, they may be required to attend an additional day (or part day) training and a retraining fee of \$50 will apply. Our trainer will advise each participant of what they are required to complete to successfully pass the course. Depending on the individual circumstances, the participant must complete all requirements between 30 and 60 calendar days of the initial course date.
17. Course Results and Outcomes

17.1 To be awarded a Statement of Attainment in any course offered by HotN, each participant must:

- Complete all pre-attendance work satisfactorily (if applicable).
- Attend and participate in their scheduled course and attain a “Satisfactory” result in all assessable components.
- Obtain an overall rating of competent by satisfactorily completing all assessments and necessary quizzes with a required pass mark of 100%.

17.2 Should a participant disagree with the trainer’s judgement on the participant’s competency, the participant may access our effective appeals process. HotN will review the result awarded by the trainer and pass the matter to a second assessor to review of the appeal.

## 18. Partnership

18.1 HotN is not a Registered Training Organisation (RTO) and partners under a third party agreement with Allens Training Pty Ltd (RTO 90909) to deliver its accredited courses.

18.2 Any terms and conditions applied to RTO training delivery for any course covered by these Terms will form part of HotN's Terms for each of its courses.

## 19. Booking and attending a public course

19.1 Subject to meeting minimum participation rates HotN run public accredited courses in conjunction with Allen’s Training Pty Ltd (RTO90909).

19.2 A course booking can be made via [www.hotn.trainingdesk.com.au](http://www.hotn.trainingdesk.com.au) and is subject to the terms and conditions of Allen’s Training Pty Ltd.

## 20. Termination

20.1 HotN reserves the right to cancel a booking confirmation for a course. If we cancel your course, your course fee will be refunded in full or rescheduled with your agreement with no additional fee payable. In each case, HotN's liability will be limited to the amount of the course fee paid by you.

20.2 Without affecting any other right or remedy available to it, if you breach these Terms, HotN may terminate the booking confirmation with immediate effect by giving written notice to you. HotN will refund any funds paid in advance where the course and course materials have not been provided, but HotN may deduct or charge you reasonable compensation for the net costs incurred by HotN as a result your breach of these Terms.

## 21. Privacy Notice

21.1 HotN takes the protection of your privacy seriously and any personal information collected through your purchase of our goods or services is subject to our Privacy Policy ([available here](#)). If you have any questions with respect to our Privacy Policy please email [info@heartofthenation.com.au](mailto:info@heartofthenation.com.au)

21.2 In providing you goods and services you acknowledge we may be obligated to pass certain personal information directly to the third parties.

21.3 HotN reserves the right to withdraw permission to link our Website at any time, for any reason. If we revoke our permission, you must immediately remove the link.

22. Our Liability

22.1 Nothing in these Terms limits or excludes any guarantees, warranties, representations, or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

22.2 Subject to any condition, warranty or right implied by the Australian Consumer Law or any other law which cannot by law be excluded by agreement:

(a) we give no warranties, and you have no other rights, apart from those, if any, expressly set out in these Terms; and

(b) all implied conditions, warranties and rights are excluded.

22.3 Without limiting paragraph 21.2, to the extent permitted by law, we do not give any warranty of reliability, quality, fitness for purpose, merchantability or accuracy nor accept any responsibility arising in connection with any errors in, or omissions from, the information, or tools provided on or by our Website.

22.4 Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of that implied condition, warranty or right:

(a) in connection with the supply of goods, to any one or more of the following, as we may determine the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the costs of replacing the goods or of acquiring equivalent goods or the payment of the costs of having the goods repaired; and

(b) in connection with the supply of services, to one of the following, as we may determine- the supplying of the services again or the payment of the costs of having the services supplied again

22.5 Subject to paragraphs 9.2 and 9.4, we are not liable to you in contract, tort (including negligence), under any statute or otherwise for, or in respect of, any:

(a) indirect or consequential loss or damage; or

(b) loss of profits, sales, turnover, reputation, production, anticipated savings, goodwill, business opportunities, customers, software, or data, whether of a direct, indirect, or consequential nature, suffered by you or any other person and arising out of any breach or other act or omission in connection with these Terms.

22.6 Subject to this paragraph 22, our total and aggregate liability in contract, tort (including negligence), under statute or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with these Terms will not exceed the total amount paid by you to us for the Purchase Price.



### 23. Intellectual Property

- 23.1 Use of any intellectual property must have written authority of HotN.
- 23.2 Without the express written permission from HotN, you shall not, and, where applicable, shall ensure that all course participants do not:
- (a) record the training course in any way;
  - (b) reproduce, scan or copy, alter, modify, translate (in each case, whether in whole or in part) the course materials except for the sole purpose of completing the course training; or
  - (c) permit the course materials (whether in whole or in part) to be reproduced, scanned, copied, photographed, combined with, or become incorporated into any other materials.
- 23.3 All content on our Website including logos, text, photographs, videos, statistics and other material is protected by copyright, trademark and applicable intellectual property laws in Australia.
- 23.4 HotN logos must not be reproduced or used in any way without the express written permission of HotN. Permission to use HotN logos must be sought in writing by emailing [info@heartofthenation.com.au](mailto:info@heartofthenation.com.au).

### 24. Dispute Resolution

- 24.1 Compulsory: If a dispute arises out of or relates to these Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following paragraphs have been complied with (except where urgent interlocutory relief is sought).
- 24.2 Notice: A party to these Terms claiming a dispute (Dispute) has arisen under these Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- 24.3 Resolution: On receipt of that notice (Notice) by that other party, the parties to these Terms must:
- (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
  - (b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
  - (c) The parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The parties must each pay their own costs associated with the mediation;
  - (d) The mediation will be held in New South Wales, Australia

24.4 Confidential: All communications concerning negotiations made by the parties arising out of and in connection with this dispute resolution paragraph are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

24.5 Termination of Mediation: If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either party may ask the mediator to terminate the mediation and the mediator must do so.

25. Force Majeure

25.1 HotN shall have no liability to you if it is prevented from or delayed in performing its obligations under the booking confirmation, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of HotN or any other party), pandemics or epidemics, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you notified of such an event as soon as practicable, and its expected duration.

26. Governing Law

26.1 These Terms will be governed by and construed in accordance with the laws of New South Wales, Australia. You submit to the jurisdiction of the courts of New South Wales, Australia.

26.2 Although our Website can be accessed throughout Australia and overseas, HotN does not guarantee that its content follows the laws of countries outside Australia. If you access this Website from outside Australia, you do so at your own risk and are responsible for making sure you comply the laws of your location.

27. Independent Legal Advice

27.1 Both parties confirm and declare that the provisions of these Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare these Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

28. Severance

28.1 If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of these Terms shall remain in force.

29. Third Party Websites

29.1 We may link our Website to other websites that are not under our control or maintained by HotN. We are providing access to these websites to you as a matter of convenience and, to the extent permitted by law, we are in no way responsible for the content of such websites. HotN does not endorse or recommend any products, materials, or services displayed or offered on any websites linked to our website.

30. Donations

30.1 Donations to Heart of the Nation of \$2 and over may be tax deductible.

31. Social Media

31.1 On Facebook, Instagram, LinkedIn, X (Twitter), YouTube and TikTok. We welcome you to engage with our content. We request you engage respectfully and constructively in discussions and interactions on our social media platforms. Content that is offensive, discriminatory, defamatory, or illegal is strictly prohibited and will be removed. Content shared on our social media platforms may be protected by copyright or other intellectual property laws. You should not use or reproduce our content without permission. We reserve the right to moderate comments and remove content that violates these terms and conditions. Links or references to third-party websites or content do not imply endorsement. HotN is not responsible for the content on external sites.

32. AED Gifting

32.1 In the event you receive an AED from HotN through a donation, gift or community grant you agree to take legal ownership of the AED and bear the responsibility for its upkeep and maintenance in accordance with the manufacturer's specifications.