

Updated 3 January 2024

Terms and conditions

Purpose

The *Terms and conditions* document seeks to create clarity for users and provide a consistent approach to common VHA business practices associated with purchasing, paying, cancelling, attending, and delivering VHA activities.

Scope

The *Terms and conditions* document applies to all VHA events, learning and development offerings, and other activities that require a payment/transaction.

Definitions

Users – external users or consumers of the VHA offerings (including members or non-members).

Activity – refers to all VHA information sessions, events and learning and development sessions.

Payment

For paid activities, the registration fee must be paid at the time of enrolment. A user's registration is not confirmed until the payment is processed, and the user receives a 'confirmation' email. The confirmation email or a follow-up email will contain the activity access details, including but not limited to an invitation and link.

Member discounts are offered on some activities. Where information has been incorrectly supplied about a user's status as an employee of a VHA member organisation, the user will be sent an invoice for the variance in registration fee. If the invoice is not paid, then the user's activity registration will be cancelled.

A list of VHA member organisations can be found at <https://www.vha.org.au/members-networks/directory/>

The VHA accepts payment via direct bank transfer or our integrated credit card gateway (Eway).

There may be occasions where a user's attendance at a VHA activity may incur expenses in addition to the registration fee, such as parking or public transport costs. The VHA does not accept liability for these costs.

Where the user has paid using the registration portal, a receipt (tax invoice) of the registration fee will be sent to the user's supplied email address.

Cancellations

Cancellations by the user

A user may cancel an activity or activities with a full refund (where applicable), provided that the request is made in writing to vha@vha.org.au, within the notification period relevant to that activity type.

Cancellation periods may differ depending on the type of activity.

Activity type	Cancellation notification period and refund policy
Lunch and learn	5 business days, the user receives a full refund

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Health Board Essentials <i>(Applies to both the full program and individual module registration)</i>	10 business days, the user receives a full refund 5 business days, the user receives a partial refund (50%)
Mental Health Mentoring Program	A minimum of 10 business days' notice of cancellation is required. Access to this program is fully funded by the Victorian Department of Health. There is a substantial waiting list for the program and late cancellation will limit the ability of other eligible users to take your place. A minimum attendance rate of 75% of all sessions across the program is required to be eligible for a certificate of completion.
All other activities, unless otherwise stated	7 business days, the user receives a full refund (where applicable)

Where a request for cancellation has not been submitted within the required notification period, the user is no longer eligible for a refund.

Where applicable, refunds will be issued within 10 business days.

Where a user is registered for a paid activity but does not attend (no show), the user is not eligible for a refund.

The VHA does not issue refunds once the relevant activity cancellation notification period has lapsed.

Cancellation by VHA

The VHA may need to alter details or cancel an activity including but not limited to, by reason of insufficient enrolments or because of circumstances beyond our reasonable control. A refund or alternative activity date will be offered to users in these circumstances.

Transfers

Where the user is already enrolled in an activity, they may transfer their registration to another equivalent activity at no cost, provided the request is made within the relevant cancellation period specific to the original activity. Where there is a difference in cost, the user will be charged the difference in the activity cost.

Users are only able to transfer once per activity. Transferred registrations are non-refundable.

Confidentiality and privacy

Please refer to the VHA's online privacy statement at <https://www.vha.org.au/legal/privacy>

User obligations

It is the user's responsibility to act according to government health advice.

Enrolled users are not to share login details or access links with other users who are not already registered to attend the activity.

Unless otherwise stated, registrations are for individual use only; the number of users per activity must align with the number of purchased registrations.

Users must ensure that the information provided to the VHA is accurate, including contact details and member status.

It is the responsibility of users to contact the VHA to advise of any change to their contact details.

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Where the activity involves an online component, users are responsible for ensuring they can access and participate in the activity. The VHA cannot be held responsible for any technical challenges associated with the user's information technology platforms/devices used.

Users must treat fellow users and VHA staff with respect and consideration, the VHA has zero tolerance for those who harass, bully, or intimidate others.

Users are required to engage with fellow users and VHA staff in an inclusive and non-discriminatory way, based on but not limited to, gender, race, cultural background, disability, sexuality, religion, marital status, age, and political conviction.

Users are to present and participate in an activity with a level of professionalism and in an appropriate manner.

Users that cannot abide by these user obligations will be asked to leave the activity, and this may impact the user's ability to attend future VHA activities.

Intellectual property rights

The VHA retains all rights and titles related to materials generated by the VHA.

Users are not to remove, alter or distribute VHA's intellectual property without prior written approval from a member of the VHA leadership team.

General

Any reference made to re-scheduling, alterations to activity dates or format changes are subject to availability.

Users may have extenuating circumstances that prevent them from attending a registered activity, which may include but are not limited to illness, family, or other matters. Where evidence can be successfully provided to support the user's circumstances, registration fees may either be transferred to the next available activity or altered to an online attendance. Arrangements may be negotiated and are assessed on a case-by-case basis; please contact the VHA via vha@vha.org.au as soon as possible to discuss.

In cases where the user obtains a certificate of achievement for the activity, this will be noted during the activity registration and then supplied to the user via email at the completion of the activity. If the user attends a set of activities, a certificate of achievement is not provided to the user until the completion of all associated activities. Missing an activity within a set will forfeit the user's certificate unless a 'make-up' activity is purchased and attended. An example of a set of activities is the Health Board Essentials program, which comprises six modules.

Where the user is experiencing an illness in the days leading up to the activity and is scheduled to attend in-person, please advise the VHA as soon as possible, to allow for arrangements to be made. Arrangements may be negotiated and may include offering an alternative to in-person attendance or another activity time/date.

Some activities may be recorded, photographed or otherwise captured at the discretion of the VHA. By joining the activity, the user is giving the VHA permission to record, photograph or image capture and distribute the recording and/or images.

Users are advised that joining a waitlist for an activity does not guarantee a place.

It is the responsibility of the user to ensure that the activity meets the user's needs prior to registering for the activity.

Any information provided over the course of an activity is generalised and does not negate the users/organisation's obligation to undertake due diligence if intending to pass on or act on information received during the activity. Information provided during an activity is not always appropriate to a specific context/scenario.

The views and opinions expressed during an activity by a guest speaker represent the views of the individual and do not necessarily reflect the views or positions of the VHA.

The VHA reserves the right to make changes to policies and these terms and conditions at any time.

Feedback, queries and complaints

The VHA welcomes user feedback and queries.

The VHA acts to address and resolve any concerns or complaints within a reasonable timeframe.

If you have any questions or queries related to the above material including feedback, or complaints please contact the VHA via email vha@vha.org.au or phone 9094 7777.