

# AATP Terms and Conditions

## 1. Definitions

**Annual Membership Fee** means the monetary consideration paid or payable by Trainee to AGES for annual membership to AGES as set and amended by AGES from time to time.

**AGES** means the Australasian Gynaecological Endoscopy & Surgery Society Limited ABN 33 075 573 367.

**AATP** means the AGES Accredited Training Program as developed and provided by time to time by AGES.

**Action** means any claim, proceeding or action for damages, compensation, expenses, losses, legal costs, contribution, indemnity or any other legal, equitable or statutory right or remedy.

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute or equity and whether involving a third party or a party described in these Terms and Conditions.

**Consequential Loss** means loss of revenue, loss of profit, loss or denial of opportunity, loss of access to markets, loss of goodwill, increased overhead costs, increased financing costs, delay damages, and any other loss which is not consequential or direct or is a remote or unforeseeable loss.

**Enrolment Fee** means the monetary consideration paid or payable by Trainee to AGES for annual enrolment in the AATP as set and amended by AGES from time to time.

**Terms and Conditions** means this document governing the relationship between AGES and Trainees in relation to Trainee participation, roles and responsibilities in connection with the AATP.

**Trainee** means a person accepted by AGES and no other party to undertake the AATP.

**Training Unit** means the medical unit in a hospital or clinic that holds accreditation from AGES to provide AATP training to Trainees.

## 2. Trainee obligations

2.1 At all times during the AATP, Trainee must:

- (a) be fully informed of, and abide by, all current AGES regulations, policies, guidelines and curriculum governing the AATP and any other relevant regulations, policies, guidelines and curriculum as amended and published or provided by AGES to or for Trainee from time to time;

- (b) be familiar with any changes or additions to these regulations, policies, guidelines and curriculum as amended and published or provided by AGES to or for Trainee from time to time;
- (c) meet all attendance requirements as set by AGES from time to time including but not limited to attending any lectures, tutorials, training sessions, meetings, workshops or conferences;
- (d) meet any administrative requirements and deadlines set by AGES and amended from time to time; and
- (e) participate in any assessment or examination process in relation to the AATP as specified and amended by AGES from time to time.

2.2 As soon as reasonably practicable, Trainee must notify AGES of any changes to Trainee personal contact details and training arrangements, including any periods of extended leave, parental or special leave, or prolonged illness which affects Trainee's ability to undertake or participate in the AATP.

2.3 Trainee must pay to AGES by the deadline set by AGES:

- (a) the Enrolment Fee; and
- (b) the Annual Membership Fee.

## 3. Employment

3.1 Trainee acknowledges and accepts that enrolment in the AATP does not constitute any form of employment, partnership or joint venture between AGES and Trainee.

3.2 Trainee acknowledges and accepts that employment at a Training Unit is the sole responsibility of Trainee and AGES takes no responsibility for Trainee's employment at the Training Unit.

3.3 Trainee agrees to notify AGES as soon as reasonably practicable if and when:

- (a) Trainee's medical registration is cancelled, terminated, withdrawn or suspended;
- (b) conditions are placed on Trainee's medical registration;
- (c) notice of a complaint about Trainee is given to any medical registration authority;

- (d) Trainee's employment by or at the Training Unit is suspended or terminated;
- (e) any conditions or restrictions are imposed on Trainee by the Training Unit or any employer at the Training Unit; or
- (f) Trainee resigns from employment by or at the Training Unit.
- 3.4 Should an event described in clause 3.3 occur, Trainee undertakes to fully and frankly discuss and engage with AGES as to the true circumstances, background and reasons for or in relation to any such event.
- 4. Representations and warranties**
- 4.1 AGES does not warrant or represent to Trainee that:
- (a) Trainee will pass or successfully complete the AATP;
- (b) Trainee will retain or obtain any current employment or other benefit as a result of enrolment or participation in the AATP; or
- (c) Trainee will be entitled to any new employment or new role in current employment of Trainee as a result of enrolment or participation in the AATP.
- 5. Limitation of liability**
- 5.1 The total liability of AGES for a Claim of any kind:
- (a) arising under these Terms and Conditions;
- (b) out of or in relation to the AATP in tort, contract, equity or in any other cause of action; or
- (c) in any other way;
- is limited to the total amount of any Enrolment Fee paid in the year in which any Claim is made.
- 5.2 Without limiting the generality of clause 5.1 and notwithstanding any other provision in these Terms and Conditions, AGES will not be liable to Trainee for any Claim for Consequential Loss arising from any negligent or wilful act or omission of AGES, its servants or agents, or otherwise in relation to Trainee's involvement in the AATP.
- 6. Termination**
- 6.1 In the absence of any breach of these Terms and Conditions, Trainee may terminate enrolment and participation in AATP at any time provided that Trainee gives a minimum of 10 days' written notice to AGES.
- 6.2 In the absence of any breach of these Terms and Conditions, AGES may terminate the enrolment or participation of Trainee in the AATP at its absolute discretion provided that AGES gives Trainee a minimum of 10 days' written notice to Trainee.
- 6.3 Termination of enrolment or participation of Trainee in AATP by either Trainee or AGES does not entitle or oblige AGES to refund any Enrolment Fee or other monies to Trainee or the Training Unit and AGES is entitled to retain such Enrolment Fee or other monies paid in relation to the AATP absolutely.
- 7. Dispute resolution**
- 7.1 Should at any time Trainee assert that a dispute or Claim exists with AGES arising out of or in connection with the AATP then, with the exception of any interlocutory relief, Trainee must not commence any Action unless Trainee has first complied with and followed the procedures of this clause 7.
- 7.2 Trainee must submit a written notice (**Notice of Dispute**) to AGES specifying:
- (a) the nature and relevant circumstances of the dispute that has arisen;
- (b) the areas of expertise it considers are required to resolve the dispute;
- (c) the major issues for determination, and
- (d) the relief or outcome being sought by Trainee; and
- 7.3 Within 7 days of receipt of the Notice of Dispute, AGES shall provide a written response (**Notice of Response**) stating its position in relation to the dispute or Claim, including (without limitation):
- (a) advising the areas of expertise it considers are required to resolve the dispute;
- (b) advising any additional issues that should be referred for determination; and
- (c) advising any comment on the relief or outcome referred to in the Notice of Dispute; and
- 7.4 Within 14 days of receipt of the Notice of Response, AGES and Trainee must take reasonable steps to resolve the dispute or Claim including meeting to discuss the matters which are the subject of the Notice of Dispute and Notice of Response.
- 8. Non-disparagement**
- 8.1 Neither AGES nor Trainee shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation or about the quality, content conduct or benefits of the

AATP and no act or omission by AGES or Trainee contemplated by clause 4 or 6 will constitute a breach of this clause 8.

## 9. Intellectual property

9.1 All of AGES's intellectual property, including but not limited to, the copyright, design and moral rights, trade marks or other intellectual property in documents, guidelines, regulations, curriculum and other material prepared, produced or provided by AGES in relation to the AATP remains the sole and exclusive property of AGES.

## 10. Force majeure

10.1 If by reason of any fact, circumstance, matter or thing beyond the reasonable control of AGES or Trainee, either party is unable to perform in whole or in part any obligation under these Terms and Conditions, that party is relieved of that obligation and any corresponding liability under these Terms and Conditions to the extent and for the period that it is unable to perform such obligation.

## 11. Entire agreement

11.1 These Terms and Conditions supersedes all prior terms and conditions, discussions, representations, warranties, agreements, arrangements or undertakings relating to the AATP whether given to or provided by AGES or any other third party to Trainee or otherwise.

## 12. Amendment

12.1 AGES may amend these Terms and Conditions at any time and at its sole discretion by reasonable notice to Trainee including without limitation by posting revised terms and conditions on the AGES website or by email sent by AGES to Trainee.

## 13. Severability

13.1 Any provision in these Terms and Conditions which is invalid or unenforceable is to be read down to the extent necessary so as that provision may be valid and enforceable. If that is not possible, such provision must be severed from these Terms and Conditions without affecting the validity or enforceability of the remaining provisions of these Terms and Conditions.

## 14. Governing law and jurisdiction

14.1 These Terms and Conditions are governed by the laws of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland and the

Commonwealth of Australia and all Courts of Appeal from such Courts.

## 15. Rules for interpreting these Terms and Conditions

15.1 This clause 15 specifies the rules for interpreting these Terms and Conditions, except where the context makes it clear that a rule is not intended to apply.

- (a) Headings are for convenience only and do not affect the interpretation of these Terms and Conditions.
- (b) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including these Terms and Conditions), or a provision of a document (including a provision of these Terms and Conditions), is to that document or provision as amended or replaced; and
  - (iii) a clause, schedule or annexure is to a clause of, or schedule or annexure to, these Terms and Conditions.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes any other genders.
- (e) If a word is defined, another part of speech of that word has a corresponding meaning.
- (f) A reference to a clause or paragraph is a reference to a clause or paragraph of these Terms and Conditions.

## Acknowledgement and acceptance

Trainee affirms and warrants that they have read, understood and accept these Terms and Conditions by signing as follows:

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date