

Archived Terms and Conditions



This is a superseded version of the Diabetes Qualified *Website Terms and Conditions* and *Additional Terms for becoming an Accredited Beat It Trainer*.

Website terms and conditions of use

These Terms and Conditions were in effect from 18 May 2022 to 30 April 2026

Welcome to www.diabetesqualified.com.au (the '**Website**'). The Website provides users with accessible and relevant diabetes education, solutions and resources (the '**Services**').

The Website is operated by Diabetes Qualified PTY LTD (ACN 609570694). Diabetes Qualified is a wholly owned subsidiary of Diabetes NSW & ACT. Access to and use of the Website, or any of its associated Services, is provided by Diabetes Qualified.

Diabetes Qualified may update these Terms and Conditions (the 'Terms and Conditions') from time to time without notice. We will indicate at the top of this page the date that these Terms and Conditions were last revised. If the changes are material, we will take reasonable steps to inform you of any changes before the changes go into effect.

Training courses terms and conditions

The following outlines the terms and conditions that apply to the Diabetes Qualified training courses. [Additional terms and conditions for becoming an Accredited Beat It Trainer](#) are also available.

Courses enrolment

Diabetes Qualified offers a range of training courses ('**Courses**').

1. Free online courses, such as free recorded webinars.
2. Paid online courses.
3. Paid blended courses: courses that have both an online and face-to-face component

All Courses (or their online component) are offered via the Learning Portal, on the Website.

In order to enrol in a Course, you must first register for an account through the Website (the '**Account**') and, if it is a paid course, pay the course fee ('**Course fee**').

On successful registration and payment you will get immediate access to the (online component of the) Course and receive an email with your Username and Password.

Enrolment for face-to-face components

Once enrolled in the online component of the course, there will be a link on the course page in the Learning Portal to book a face-to-face session.

Personal information

As part of the registration process, or as part of your continued use of the Courses, you may be required to provide personal information about yourself (such as employer or contact details), including:

1. an email address
2. a mailing address
3. a telephone number
4. a password

Diabetes Qualified takes your privacy seriously and any information provided during the registration process is subject to Diabetes Qualified's [Privacy Policy](#).

You agree to provide accurate, correct and up to date information upon registration.

Once you are registered and have an Account you also agree to comply with the following:

1. you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person, or third parties, is strictly prohibited and may result in the immediate cancellation of the Course; and
2. you agree to immediately notify Diabetes Qualified of any unauthorised use of your password or email address or any breach of security of which you have become aware.

Payment

Course fees must be paid when enrolling in a course, using the Eway online payment process on the Website.

When making any payment for a Course, you warrant that you have read, understood and agree to be bound by the Eway terms and conditions which are available on their website.

Coupons

Diabetes Qualified occasionally advertise Coupon codes ('Coupons') to enable discount prices on course enrolments. It is your responsibility to use the coupon code correctly during enrolment.

Coupons are to be used once only by the User within the specified timeframe and only for the specified courses.

Cancellations, transfers and refunds

Notifications of cancellations or request for transfers or refunds must be made in writing, by sending an email to support@diabetesqualified.com.au. Please see the clauses below to find out if you would be eligible for a refund or transfer.

Cancellation or transfer of course

As immediate access to course materials is provided on payment of your Course, regrettably no refunds can be made.

If you have accidentally bought the wrong Course we can transfer you to the correct Course, after payment of the difference in Course fee. Or, if applicable, we will refund the difference in Course fee within 10 business days.

However we can only transfer you to another course when:

1. We have verified that you have not commenced the course, and;
2. you notify us within 5 business days of purchasing the course.

Cancellation of a face-to-face component

We understand that changes in circumstances can mean you are no longer able to attend the face-to-face component you have booked in for. However, cancellations can cause us difficulties and are therefore subject to the following conditions.

A minimum of 5 business days prior to the commencement of a face-to-face component is required to cancel or reschedule. No refunds will be made if you cancel the face-to-face component, but from the day you notify us of the cancellation you will have 365 days to reschedule the face-to-face component, at no extra cost.

Unless due to a medical emergency, a late cancellation (less than 5 business days prior to commencement of the face-to-face component) or failure to attend the face-to-face component can incur a rescheduling fee of up to \$150.

Cancellation of a course by us

We make every endeavour to run published Courses and their face-to-face components.

In the unforeseen event we need to cancel your Course, for any reason, you agree that our liability to you as a result of our cancellation is restricted to a refund of the Course fees. Diabetes Qualified does not accept liability for any consequential loss.

1. Cancellation of course: If we need to cancel a Course and you are therefore no longer able to complete your Course, we will endeavour to notify you as soon as possible and you will receive a full refund of the Course fee.
2. Cancellation of face-to-face component date: In the event we need to cancel or reschedule a face-to-face component date (**'Session'**) because we are no longer able to conduct the Session on that date for reasons beyond our reasonable control, including a venue or teacher becoming unavailable, or for any other reason, we will endeavour to notify you as soon as possible and we will reschedule you for the next available date, unless we are required by law to give you a refund.

Enrolment period and extensions

Each (online component of the) Course is sold on a subscription basis for a period of 12 months, unless there is another period stipulated on the course description page of each course. The subscription time (or **'Enrolment period'**) commences on the day of notification to the User of their Username and Password.

Course extensions are at the sole discretion of Diabetes Qualified.

Assessment items

When an assessment needs to be passed to successfully complete a Course, the number of attempts is generally limited to 3.

Providing extra attempts is at the sole discretion of Diabetes Qualified.

Certificates

If certificates are issued within the Course it is your responsibility to download and save that certificate before your Enrolment period ends.

The name you provide at registration is used in the Learning Portal and on the certificate. It is your responsibility to ensure your name appears correctly in the Learning Portal, before the certificate is downloaded. If needed you can send us a request to change your name in the Learning Portal on support@diabetesqualified.com.au.

Requesting a replacement certificate, or any name changes to certificates after they have been downloaded or requests for certificates that are not downloaded within your course time frame will incur a costs of up to \$20 per certificate.

Restricted use

Users may not share access to any of the Courses or share any of the course materials. Diabetes Qualified reserves the right to cancel enrolments and not issue certificates if we find access to the Course has been shared.

Technology

Users are responsible for their own computer and internet service.

Disclaimer

Accuracy of information

Whilst the information provided in the Courses is considered to be true and correct at the date of publication, Diabetes Qualified does not warrant that the online content will always be error free. In the event we are notified of an error Diabetes Qualified will however endeavour to act immediately to correct the error.

Diabetes Qualified will not accept liability for the accuracy of any information in the Courses.

Diabetes Qualified reserves the right to edit the content of the information provided in the Courses at its own discretion and without notice

Availability of online content

Diabetes Qualified does not warrant that the (online component of the) Courses will always be available or be uninterrupted. We have scheduled downtimes for system maintenance, but unplanned or incidental downtimes may also occur.

Diabetes Qualified accepts no liability for the resulting inaccessibility or for any losses incurred (financial or otherwise) resulting from the planned or unplanned system downtimes.

Health Professionals – Scope of practice

Diabetes Qualified takes no responsibility for the use of knowledge and skills acquired in our Courses when used outside your qualification or scope of practice.

Use of your personal information

Diabetes Qualified takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Diabetes Qualified's [Privacy Policy](#).

Copyright and Intellectual Property

The Website, the Services and all of the related products of Diabetes Qualified are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Diabetes Qualified or its contributors.

All trademarks, service marks and trade names are owned, registered and/or licensed by Diabetes Qualified, who grants to you a worldwide, non-exclusive, royalty-free, revocable license to:

1. use the Website pursuant to the Terms and Conditions;
2. copy and store the Website and the material contained in the Website in your device's cache memory; and
3. print pages from the Website for your own personal and non-commercial use.

Diabetes Qualified does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Diabetes Qualified.

Diabetes Qualified retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

1. business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
2. a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
3. a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

You may not, without the prior written permission of Diabetes Qualified and the permission of any other relevant rights owners: broadcast, republish, up-load to a third-party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms and Conditions. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

General Disclaimers

Nothing in the Terms and Conditions limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law.

Subject to this clause, and to the extent permitted by law:

1. all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms and Conditions are excluded; and
2. Diabetes Qualified will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms and Conditions (including as a result of not being able to

use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

Viruses

Use of this Website is at your sole risk. Diabetes Qualified cannot guarantee content is secure or free from bugs, viruses, errors and omissions. Users access the information at their own risk and are solely responsible for any damages caused to their computers, systems, hardware, software, data or files.

Health and medical information disclaimer

All information provided on this Website is intended to be a guide only for health professionals, the general public, people with diabetes, and their carers. It does not replace medical advice. Any concerns which visitors to the Website have about diabetes and its treatment, should be discussed with their doctor/health professional.

While every endeavour has been made to ensure the accuracy of the information on this Website, Diabetes Qualified will not be liable for the accuracy of that information or for any error or omission, or for any decisions made based on such information.

Links to third-party sites

The Website, including information provided in the Services, may contain links to information created and maintained by external organisations. Diabetes Qualified cannot guarantee the accuracy of the information provided on these external links and cannot be held liable for any use of this information.

Diabetes Qualified does not endorse or in any respect warrant any third party products or services by virtue of any information, material or content referred to or included on, or linked from or to this Website.

Limitation of liability

You expressly understand and agree that Diabetes Qualified, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

Governing Law

The Terms and Conditions are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and Conditions and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South

Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms and Conditions shall be binding to the benefit of the parties hereto and their successors and assigns.

Severance

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

Additional Terms for becoming an Accredited Beat It Trainer

These Terms and Conditions were in effect from 15 June 2023 to 30 April 2026.

Additional terms – Accredited Beat It Trainer

BEAT IT is an evidence-based exercise program suitable for people with, or at risk of, diabetes and for people who may be overweight and/or obese, have high blood pressure, arthritis, osteoporosis or any other lifestyle related chronic condition. Diabetes NSW & ACT developed this program to support people to become more active in their lifestyles, and to improve their overall health and condition management. It is also suitable for anybody just looking to get active and improve their health in a supportive environment. The program is administered by Diabetes Qualified Pty Ltd, a subsidiary company of Diabetes NSW and ACT.

To be an **Accredited Beat It Trainer** the following Terms must be met and Conditions agreed to:

Qualifications and Eligibility

Trainers must hold current accreditation with one of the following bodies:

1. Accredited Exercise Physiologist OR Sports Scientist with Exercise and Sports Science Australia (ESSA)
2. Qualified Physiotherapist with Australian Physiotherapy Association
3. Certificate IV in fitness with AusActive

Trainers are required to have completed the **BEAT IT Trainer** or **BEAT IT Refresher program** within the past 2 years.

Trainers must hold the following certificates:

1. Current CPR
2. Current First Aid

Trainers agree to work within the Scope of Practice framework of their relevant qualification.

Insurances

Trainers must also hold the following:

1. Professional Indemnity insurance minimum \$5 million dollars, and
2. Public Liabilities insurance minimum \$10 million dollars

A certificate of currency for the above insurances should be available upon request.

Police Check

The Trainer declares that he/she has not been convicted of any offence (excluding minor traffic offences), nor do they have any pending criminal charges. Failure to make a true declaration may result in accreditation being revoked.

The trainer also understands that they may be required to provide a Police Check clearance at any time.

Occupational Health and Safety

The Trainer agrees it is their responsibility to have an Occupational Health and Safety policy to minimise, as far as possible, the risk of injury or an adverse health event occurring to all Program participants and themselves. A comprehensive risk assessment and appropriate control measures should be implemented prior to the commencement of each Program and each session. Trainers should refer to their own professional peak body for guidelines.

Beat It Program Brand Integrity

To ensure the safe delivery of the Program and achieve the learning objectives the Trainer agrees to maintain the integrity and purpose of the Beat It Program by not altering or deviating from the Beat It Learning or Delivery materials or the recommended pricing guidelines.

The trainer agrees to inform all participants at the commencement of each Program that the Beat It Program has been developed by, owned and endorsed by Diabetes Qualified, a subsidiary company of Diabetes NSW and ACT.

All branding on supplied materials must not be removed or altered. The rights to use these trademarks is strictly limited to the Beat It program and is automatically retracted upon lapse of the Trainers accreditation.

Diabetes Qualified will notify Trainers of updates to the Beat It Program periodically. Trainers agree to update their own Beat It learning and delivery materials within 1 month or prior to the next training program, whichever occurs earlier, from receipt of the update.

The Trainer understands that the delivery of the Program cannot be sub- contracted to another person unless they are a Beat It accredited trainer and only with the prior consent of Diabetes Qualified.

Intellectual Property

The Trainer acknowledges that all rights, title and interest in all work product, concepts, designs, technical information, program materials, copyright and all Intellectual

Property of whatever nature created, developed or improved, are and remain the property of Diabetes Qualified Pty Ltd, a subsidiary company of Diabetes NSW and ACT.

The Trainer agrees that they will not use or disclose any Intellectual Property of Diabetes Qualified or Diabetes NSW and ACT to any person or entity, without prior written consent of DNSW and ACT and without appropriate confidentiality measures being in place.

All Participant anthropometric data gathered throughout the Program is to be de-identified and provided to Diabetes Qualified at the conclusion of the program.

Confidentiality

The Trainer must not disclose to any person or use for either its own benefit or anyone else's benefit, any Confidential Information which the Trainer may acquire or come in contact with, without Diabetes Qualified prior agreement.

The Trainer agrees to abide by the Principles of the Privacy Act 1988.

Nature of the Relationship

The parties agree that their relationship is one of Training Organisation and Authorised Representative. Nothing in these Terms and Conditions or anything arising from the arrangements between Diabetes Qualified Pty Ltd and the Beat It Trainer is intended to create an employment relationship, a partnership or joint venture relationship or a principal and agency relationship between Diabetes Qualified Pty Ltd and the Beat It Trainer, or any employee or agent of the Trainer.

The trainer acknowledges that they are responsible for all statutory obligations in relation to running a business under any federal, state or territory legislation in Australia, including but not limited to PAYG, Superannuation and Workers Compensation Insurance Workers Compensation.

The trainer agrees to advise all participants that the Program they are enrolled in is being delivered by a private enterprise, not by Diabetes Qualified Pty Ltd, and that their relationship is one of an Accredited Trainer, not one of an Employee or Contractor.

Indemnity

The Trainer agrees to indemnify Diabetes Qualified and its directors, officers, employees and agents and its clients against all losses, claims, damages and liability (including any expenses incurred in investigating or defending any such claims), which arise out of any breach of these Terms and Conditions or any act or conduct of, (including negligence), the Trainer or any of its employees, agents or Trainers.

Audits and Evaluation

The Trainer acknowledges that they may, at any time, be subject to a random audit of the subject terms and conditions and that periodic Program performance evaluations will be carried out through participant surveys and site visits.

Survival

The clauses of these Terms and Conditions survive the expiry or early termination of the Trainer accreditation as do any other provisions that expressly or by implication from their nature are intended to survive termination or expiry.

NDSS-Funded Subcontractor Programs

Trainers can apply to deliver NDSS-funded Beat It programs after entering a subcontractor agreement with their respective state or territory NDSS Agent.

Additional to the above requirements, Beat It Trainers delivering a NDSS-funded Beat It program via a current subcontractor agreement must hold current accreditation with one of the following bodies:

1. Accredited Exercise Physiologist OR Sports Scientist with Exercise and Sports Science Australia (ESSA)
2. Qualified Physiotherapist with Australian Physiotherapy Association

Trainers with a Certificate IV in fitness with AusActive are NOT qualified to deliver NDSS-funded Beat It programs.

Trainers must also hold the following in addition to the aforementioned requirements:

1. Cyber Security insurance minimum \$500 000, and
2. Professional Indemnity insurance minimum \$20 million dollars, and
3. Public Liabilities insurance minimum \$20 million dollars

Please refer to your subcontractor agreement for further information regarding NDSS-funded Beat It programs.