

UNSW Medicine and Health

Short Course Offering

Learner Agreement

1. Learner Agreement

1.1. The following terms and conditions constitute the agreement between the Learner and UNSW for the provision of a Course (“Agreement”).

2. Accepting this Agreement

2.1. By registering in a Course the Learner hereby accepts the terms and conditions of this Agreement.

3. Privacy

3.1. The Learner consents to the collection, use, storage and disclosure of their personal information in accordance with applicable Australian laws.

3.2. Personal information is collected by UNSW for the purpose of processing the Learner’s application for registration in a Course. It will also be used by UNSW for general administration and to communicate with the Learner regarding matters that may be of interest to the Learner (including other courses offered by UNSW).

3.3. While the provision of personal information to UNSW is voluntary, if the Learner does not provide all or any of the personal information requested it may delay or prevent the processing of their application for registration in a Course.

3.4. Personal information collected by UNSW will be stored securely. A Learner may access or correct any personal information provided by contacting UNSW. UNSW will provide access or correct the personal information within a reasonable period of receipt of the request.

4. Learner's Obligations

- 4.1. By accepting this Agreement, the Learner acknowledges and agrees that they:
 - 4.1.1. fulfil all entry requirements advised by UNSW and have access to the required equipment, as specified in the course information for the Course;
 - 4.1.2. have provided all requested information to UNSW and that information is accurate, complete and up to date;
 - 4.1.3. understand and accept the Fees and Charges published by UNSW and will pay all Fees and Charges for the Course (plus GST where applicable);
 - 4.1.4. understand that there is a set period of time in which to complete the Course and if the Learner requires further study, learning and/or assessment time an additional cost may be charged;
 - 4.1.5. will comply with UNSW policies, by-laws, rules and procedures (as available on the UNSW Website and as may be changed by UNSW from time to time without notice and through publication on the UNSW website);
 - 4.1.6. will behave with honesty and integrity and show courtesy, consideration, and respect for others;
 - 4.1.7. will attend the required education and training sessions, workshops, assessments, webinars, seminars and complete all learning materials for the Course, including participating fully in group work where required;
 - 4.1.8. will refrain from using derogatory, discriminatory, or abusive content or language in the UNSW learning management system and communication including emails, social media, online chat rooms, forums or while making enquiries with UNSW staff;
 - 4.1.9. must not behave in a manner that is prejudicial to the interests or reputation of UNSW; and

4.1.10. must comply with the UNSW Student Code of Conduct.

4.2. The Learner agrees that failing to comply with the above can result in the Learner having their registration cancelled, make the Learner ineligible for registration in courses in the future, and may result in formal disciplinary procedures being taken against Learner.

5. Learner Acknowledgment

5.1. By accepting this Agreement, the Learner acknowledges:

5.1.1. depending on the particular nature and description of the Course, the Learner may need to provide their own equipment or undertake other studies or certifications in addition to the course materials and this will be at the Learner's own expense;

5.1.2. the course resources will only be accessible during the period of the Learner's registration in the Course;

5.1.3. the Learner is responsible for checking the Course outline to clarify any specific Course requirements, for example, to engage in some Course components and successfully complete online studies the Learner will require reliable internet and computer access, as well as the basic skills to operate this equipment. Many courses also require access to particular software;

5.1.4. Fees and Charges do not include:

5.1.4.1. any materials that are listed as optional to the Course (such as optional assessment to recognition of prior learning); or

5.1.4.2. travel or other personal costs associated with undertaking the Course, a work placement, or assessments for recognition of prior learning;

5.1.5. it is the Learner's responsibility to inform UNSW in writing of any corrections or changes to personal details including name, residential or postal address, email address, phone numbers, payment choices and banking details; and

- 5.1.6. it is the Learner's responsibility to retain a copy of all assessments submitted for the Course.

6. UNSW Obligations

6.1. Under this Agreement, UNSW agrees to:

- 6.1.1. supply the Learner with course materials for the Course;
- 6.1.2. provide the Learner with access to the UNSW Learning management system during the period of the Course;
- 6.1.3. mark assessments consistent with the UNSW Guide to Assessment and any relevant policy or procedure issued by UNSW from time to time. The material submitted to UNSW for assessment may not be returned to the Learner;
- 6.1.4. issue the Learner with a digital badge reflecting their successful completion of the Course including assessments and the full payment of the Course Fees and Charges. The digital badge will only be issued when the Learner has successfully completed all minimum requirements of the Course, as set out by UNSW, and after UNSW has completed all academic and administrative checks in relation to the Learner's completed Course;
- 6.1.5. terminate the Learner's registration or not issue any credits or digital badge if the Learner has not met the minimum requirements of the Course, as set out on the UNSW website or UNSW learning management system;
- 6.1.6. make any changes (as required) to any of the following at its sole discretion from time to time and will post these on the UNSW website:
 - 6.1.6.1. Any Course, including its content, the mode of delivery, the Term, and assessments;
 - 6.1.6.2. UNSW Policies and Procedures; or
 - 6.1.6.3. Any Course Fee.

6.2. UNSW may make changes to the Course (including learning modules, learning materials, assessments, and any future fees) and any future UNSW Learner Agreement as reasonably required from time to time. UNSW will provide as much notice as practicable of all changes. By the Learner registering in or continuing their registration in a Course following any such change, the Learner is deemed to have accepted the change.

7. Reasonable Adjustment

7.1. If the Learner has a recognised disability, the Learner is requested to declare their status at the time of registration to ensure UNSW can provide the required support and can apply reasonable adjustments to the assessment events in the Learner's course. Before commencing the Course, Learners should discuss any specific requirements with a Course convenor.

8. Paying Course Fees and Charges

8.1. If the Learner fails to pay the Fees and Charges by the due date, UNSW reserves the right to:

- 8.1.1. withhold provision of Course materials;
- 8.1.2. restrict access to systems including the UNSW learning management system;
- 8.1.3. withhold marking or grading of assessments; and/or
- 8.1.4. cancel the Learner's registration or interest in participating in the Course.

9. Course Duration and Extensions

9.1. The maximum duration of the Course is specified on the UNSW website. In the event that the Learner does not complete the Course within the maximum duration, the Learner's registration will expire and no refund of the Fees and Charges will be made.

10. Cancellations, Transfers and Substitutions by the Learner

10.1. A Learner who wishes to cancel their registration in a Course must provide written notice to UNSW in which case the following terms and conditions apply:

10.1.1. If written notice is received by UNSW more than 10 Working Days prior to the Course commencement date, 80% of the Fees and Charges will be refunded.

10.1.2. If written notice is received by UNSW less than 10 working days prior to the Course Commencement Date, 50% of the Fees and Charges will be refunded.

10.1.3. No refund of the Fees and Charges will be made if written notice is received on or after the Course Commencement Date or in the case of the Learner's non-attendance at the Course.

10.2. Learners may transfer their registration in a Course to the same course with a differing commencement date ('New Course') as follows:

10.2.1. Written notice must be provided to the named Course Convener at UNSW more than 5 working days prior to the Course Commencement Date.

10.2.2. The New Course must be the same and have equivalent Fees and Charges.

10.3. A Learner may only transfer Course registration once and only if:

10.3.1. the Fees and Charges have already been paid in full; and

10.3.2. there are unfilled places in either the New Course or the next scheduled session of the New Course.

10.4. No refund of the Fees and Charges will be made if the Learner subsequently withdraws from the New Course.

10.5. Learners may substitute another Learner to attend the Course in the Learner's place as follows:

- 10.5.1. The Learner must provide written notice to UNSW more than 5 working days before the Course Commencement Date;
- 10.5.2. The Learner must pay an administration fee of \$150.00 (plus GST);
- 10.5.3. The new Learner must meet any eligibility criteria for the Course;
- 10.5.4. The new Learner must accept the terms and conditions of this Agreement; and
- 10.5.5. Learners are not able to substitute another Learner in the case of the original Learner's non-attendance at the Course.

11. Cancellation by UNSW

11.1. UNSW reserves the right to cancel a Course at any time and for any reason. If cancellation occurs, UNSW will provide Learners as much notice as practicable. Learners will be given the opportunity to transfer, with no additional cost, to the next scheduled offering of the Course, provided places exist. UNSW will provide either a full refund of the Fees and Charges or a credit note for 100% of the Fees and Charges (credit note will be valid for 12 months) if:

11.1.1. there are no places available in the next Course; or

11.1.2. the Learner so requests.

11.2. To the extent permitted by law, UNSW shall not be liable for any costs or expenses incurred by the Learner which arise out of, or are related to, the cancellation of a Course.

12. Other Terms

12.1. In the event that the Course requires the Learner to undertake external examinations, the Learner is solely responsible for establishing their own eligibility and for making arrangements to attend and pay for any applicable fees and charges for the external examinations.

12.2. The physical Course materials provided to Learners shall become the Learner's property. However, the content of the Course materials, and all

right, title and interest (including intellectual property rights) contained therein, vest in and remain the property of UNSW, its licensors or any nominated third party (as noted on the materials) at all times. Learners must not reproduce or communicate any part of the Course materials or assessments in any manner without the prior written consent of UNSW.

12.3. If the Learner is under 18 years of age the Learner's parent or guardian must enter into the Contract on behalf of the Learner and complete a Parent or Guardian Declaration Form. Under the Contract a Learner's parent/guardian is responsible for payment of the Course Fees and Charges.

12.4. To the extent permitted by law, UNSW does not accept responsibility for, and expressly excludes liability for, any loss or damage to the Learner's property that occurs while participating in a Course however such loss or damage is caused.

12.5. UNSW may capture images and likenesses of the Learner participating in the course in the form of photographs or audio-visual material which may then be used by UNSW for marketing and promotional purposes without the payment of any fee or other compensation to the Learner.

12.6. This Agreement is governed by the laws of New South Wales.

12.7. By accepting this Agreement, the Learner warrants that they are not legally bankrupt and has sufficient means to pay the Fees and Charges.

13. Inconsistency

13.1. To the extent that there is any inconsistency between the registration form completed by the Learner (whether completed online or in hard copy) and the Agreement, the registration form shall take precedence.

14. Definitions

In these terms and conditions:

“Act” means the *Copyright Act 1968* (Cth).

“Course” means the short course or credential offered by UNSW in which the Learner has chosen to register.

“Commencement Date” means the date a Course is scheduled by UNSW to commence and in the case of online Learners this means that the Learner has received their welcome email that contains the Learner’s username and password and the course link inviting the Learner to start the Course.

“Contract” means the contract between UNSW and the Learner in respect of a Learner’s participation in a Course and comprises the registration form completed by the Learner in hard copy or online and this Agreement.

“Fees and Charges” means all fees and charges advised by UNSW as being payable by the Learner to UNSW in consideration for the Learner participating in a Course which are exclusive of GST and in respect of which GST shall be paid by the Learner where required under the GST Act.

“GST” has the same meaning as it has in section 195-1 of the GST Act.

“GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“Learner” means an individual who has applied to participate in a Course and whom UNSW has agreed to admit to the Course.

“UNSW” means the University of New South Wales (ABN 57 179 195 873).

“Working Days” means Mondays to Fridays which are not public holidays in NSW.