

SYDNEY HEALTH EXECUTIVE EDUCATION COURSE TERMS & CONDITIONS

BACKGROUND

- a) The terms and conditions that apply to the provision of Clinical and Professional Development (**CPD**) short courses (**Course**), Microcredential courses (**Course**), continuing education courses (**Course**), workshops (**Course**) provided by The University of Sydney ABN 15 211 513 464 (**Us, Our or We**) to you (**You or Your**) are set out in the General Terms and Conditions.
- b) By purchasing, enrolling or applying to enrol in the Course You accept and agree to the clauses 1 to 15 inclusive of the General Terms and Conditions set out below.

GENERAL TERMS AND CONDITIONS

1. Commitment to You

- a) We are committed to creating and sustaining a supportive learning environment that enables students to realise their full potential; and to foster educational excellence and engaged inquiry through supportive learning environments, appropriate resources and a culture of continuous improvement.
- b) The Clinical and Professional Development courses (**Course**) are courses that enable participants to engage in short periods of study to build specific knowledge, skills and capabilities. In certain circumstances, successful completion of a Microcredential course may count for an amount of credit towards an award course; and the Course outline will specify:
 - I. the award courses a successful student may enrol in;
 - II. the amount of credit a successful student can count towards an award Course.

2. Eligibility for a Course

- a) You will only be eligible for enrolment in a Course if You satisfy the requirements specified by Us on the Course website.
- b) We will manage Your admission and enrolment into the Course.

3. Not a student

- a) Whilst undertaking the Course, You will not be a fully-enrolled student of Ours and You will be unable to access Our library resources, email or other benefits provided to Our students (except as We permit in Our absolute discretion from time to time).
- b) If You are already a student (as defined in the Student Charter), enrolment in a Course will not impact Your award Course enrolment.

4. Intellectual Property

- a) All Course content, teaching materials and all other material (**Course Materials**) provided to You is the sole intellectual property of Us and has been provided to You solely for the use with the Course.
- b) The content of the Course Materials and all rights, title and interest (including intellectual property rights) contained therein, vest in and remain the property of Us, our licensors and any nominated third party (as noted on the Course Materials) at all times.
- c) Our intellectual property is for Your use only, shall be non-transferrable, and is intended for a single-user only.
- d) We retain all rights to title to and interest in the intellectual property in the Course Materials.
- e) You shall not claim ownership, share, remove, copy, reproduce, disseminate or otherwise interfere with Our rights over the Course Materials, except to the extent permitted under the applicable intellectual property laws, including Copyright Act 1968 (Cth).

5. Your obligations

- a) By applying to enrol in, enrolling in or purchasing, a Course, You acknowledge and agree that You:
 - i. fulfil all mandatory requirements (if any), as advised by Us, for entry into the Course;
 - ii. have read and understood the Course Information;

- iii. accept and understand that the Fees and Charges do not include equipment or materials required (except as otherwise specified by Us), or any travel or other personal expenses incurred through participation in the Course;
- iv. are required to complete the Course in the timeframe advised by Us;
- v. are satisfied that You will be able to undertake the Key Requirements of the Course;
- vi. will provide an appropriate email address to Us to be used for communication between Us and yourself, which You will check regularly for communications from Us and You will notify Us of any changes to Your email address;
- vii. will provide truthful, accurate and complete information to Us at all times;
- viii. avoid engaging in bullying, harassment or discriminatory behaviour, including on social media;
- ix. respect the right and freedom of others to express themselves and receive information and opinions, recognising the freedom of all members of the Our community to express their respective views;
- x. will consent to Your personal information being disclosed to check enrolment requirements if applicable;
- xi. will behave with honesty, integrity and respect in all dealings with Us and Our staff and other participants in the Course;
- xii. will maintain a satisfactory standard of academic integrity in the participation in, and completion of, any Course undertaken by You;
- xiii. as part of agreeing to the terms and conditions of this offer, You agree to comply with Our rules and policies that exist from time to time, which are listed at: sydney.edu.au/policies (Rules and Policies). We may amend these rules and policies from time to time, and You must consult the University's Policy Register for the most up-to-date information. In particular, You must comply with the following policies:
 - Acceptable Use of ICT Resources Policy 2017;
 - Bullying, Harassment and Discrimination Prevention Policy 2015;
 - Student Sexual Assault and Sexual Harassment Policy 2018;
 - Academic Honesty in Coursework Policy 2015;
 - Academic Honesty Procedures 2016; and
 - Privacy Policy 2017.
- xiv. For the purposes of this agreement, references to 'student' in the above policies are taken to be a reference to You.

b) While You are not a student as a result of enrolment in or purchase of a Course, any complaint about a Microcredential course should be raised via email (uni.microcredentials@sydney.edu.au) and will be dealt with in accordance with Our Resolution of Complaints Policy 2015. Any complaint about a short course, continuing education course or workshop, should be raised via email (fmh.sheed@sydney.edu.au) and will be dealt with in accordance with Our Resolution of Complaints Policy 2015.

6. Our rights to suspend or cancel Your enrolment

- a) We reserve the right to suspend or cancel You from registering and/or participating or cancel Your enrolment in the Course or any future Courses on reasonable grounds, including if:
 - i. You or someone acting on Your behalf made a material misrepresentation in Your application for admission to the Course;
 - ii. You failed to disclose to Us a fact or circumstance material to Our decision to admit You to the Course;
 - iii. You fail to complete to Our satisfaction all requirements for enrolment in the Course;
 - iv. You fail to comply with the terms of this Agreement.
- b) If You commit a breach of any of the obligations in Clauses 5 and 6 above then the following may apply:
 - i. You may not be permitted to enrol in or purchase any future Course or award Course;
 - ii. You may be subject to other reasonable disciplinary action determined by Us;
 - iii. if a Digital Badge has been awarded to You for the Course to which the breach relates we may withdraw or revoke the Digital Badge.

7. Digital Badges and Certificates

- a) You may be required to undertake assessments as part of a Course and You must successfully complete all assessments to the required level and within the designated timeframes in order to be awarded a Digital Badge or certificate.
- b) After successful completion of the Course You may be issued with a Digital Badge or certificate.
- c) A Digital Badge will include a statement that the Microcredential is:
 - i. not a higher education award; and
 - ii. not a qualification recognised under the AQF; and

if the Course is credit eligible, specify:

- iii. the courses of study and qualifications for which credit is available;
 - iv. the amount of credit available; and
 - v. the period of time during which the credit is available.
- d) If You do not successfully complete the Course assessment tasks then you may be issued with a Certificate of Attendance.

8. Enrolment and Payment

- a) Payment of the Fees and Charges in full is required before commencement of any Course.
- b) The Fees and Charges do not include, and You are directly responsible for, any incidental costs or expenses whatsoever arising out of the Course such as books/equipment/internet connection/printing (Additional Costs).

9. Method of Payment

Payment should be made through the EZdebit payment gateway provided.

10. Refunds

- a) Non-attendance of online classes does not classify as an official withdrawal and does not relieve You of Your financial obligation or entitle You to a refund.
- b) Written notice of withdrawal or cancellation of participation in a Microcredential Course must be provided to uni.microcredentials@sydney.edu.au (**Notice**); and for a short course, continuing education course or workshop, must be provided to fmh.sheed@sydney.edu.au (**Notice**).
- c) If Your Notice is received by Us more than 30 business days prior to the Course commencement date, 100% of the Fees and Charges already paid to Us by You or on Your behalf will be refunded less any non-refundable fees and expenses already incurred by Us in relation to Your participation in the Course.
- d) If You notify Us between 30 and 20 business days prior to the Course commencement date, 50% of the Fees and Charges already paid to Us by You or on Your behalf will be refunded less any non-refundable fees for participation in the Course.
- e) If You provide Us with Notice less than 20 business days prior to the Course commencement date, You will not be entitled to a refund of the Fees and Charges already paid to the Marketing Agent by You or on Your behalf.
- f) If You do not complete the Course in the time period prescribed by Us for completion, including any approved extensions, Your enrolment in that Course will expire and there will be no refund of the Fees and Charges.
- g) If You are enrolled in a Course that You no longer wish to attend, at Our sole discretion, You may up to 20 days prior to the Course commencement date, transfer your enrolment to another Course provided there are places available and You meet any mandatory requirements and other obligations required for participation. If there is a difference in the Fees and Charges any surplus will be refunded to You, and any deficit will be payable by You.

11. Cancellation or reschedule by Us

- a) If We cancel the Course on or before the scheduled start date at our convenience, We will provide You with a refund in full of Your payment.

Force Majeure Event and consequences

b) If We cancel the Course due to a Force Majeure Event, such as a venue or teacher becoming unavailable or insufficient enrolment numbers, or for any other reason, We may cancel or reschedule Your enrolment. If We cancel a Course and have already received Your payment, We will provide You with a refund in whole or in part on a pro rata basis, depending on the circumstances of the cancellation. For the purposes of this clause, a “Force Majeure Event” means any event which is outside the reasonable control of the University and could not have been prevented by Us taking all reasonable steps.

Rescheduling the course at our discretion

c) Despite any publication, announcement, advice or the terms of this Agreement, We are not obliged to offer the Course at any particular time or semester, and may change arrangements for the Course, including in respect of the Course content, location, teaching personnel, duration, the website, materials and policies at any time (provided that this does not materially adversely affect Your rights under this Agreement). This does not entitle You to a refund other than in accordance with clause 7.

12. eLearning Platform

For a CPD Course delivered online via the eLearning platform:

a) The Course will be wholly delivered online (via the eLearning platform) and will be comprised of synchronous and asynchronous sessions, that may include lectures, tutorials, workshops and opportunities for group interaction.

b) The University will provide teaching materials such as the course outline and pre-readings (Course Materials) on the eLearning platform unless otherwise stated in the Course description. The Course Materials will be available for viewing online and in some cases may be downloaded.

c) The eLearning platform may occasionally be unavailable during scheduled maintenance. In the event that our eLearning platform becomes unavailable, Course Materials may be provided by another mode of delivery, and the University will endeavour to provide the course materials if feasible.

d) The Course may be delivered via Zoom or alternative means.

e) Access to the Course Materials on the eLearning platform may be suspended after one (1) month of inactivity.

13. Technical Access and Support

a) In order to participate in online components of a CPD Course, You will need to ensure You have compatible hardware and software. There may be instances where You will be instructed to use a program which may have various technical requirements. However, it is recommended that Your device have the following minimum requirements:

i. inbuilt microphone and camera, or capacity to plug in a mic and camera; and

ii. latest version of an internet browser (Chrome, Firefox, Safari and Microsoft Edge)

b) Please note that You may be required to adjust Your pop-up blocker settings to permit content, if You have one installed.

c) You must ensure they have access to a personal computer and that it is set-up to support the system and internet bandwidth requirements for the following:

i. Zoom – The latest requirements may be viewed online via the Zoom Help Center website

<https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux>;

ii. Canvas – The latest requirements for Canvas may be viewed online via the Canvas Basics Guide:

<https://community.canvaslms.com/t5/Canvas-Basics-Guide/What-are-the-browser-and-computer-requirements-for-Canvas/ta-p/66>

d) If You are unable to access any Course Materials, We will use reasonable endeavours to provide a solution where We have direct control over the system, software or settings involved. If the issue lies with Your hardware, systems, software or settings, You will need to resolve these issues so that You can participate in the Course.

e) We will use reasonable endeavours to make the Course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. We reserve the right to suspend access to the eLearning system for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the eLearning system.

f) You acknowledge and accept that the University cannot be held responsible for any delay or disruptions to Your access to the Course materials as a result of such suspension or any of the following:

i. the operation of the internet and the world wide web;

ii. any firewall restrictions that have been placed on Your network or the computer You are using to access the Course;

iii. failures of telecommunications links and equipment; or

iv. updated browser issues.

g) You also understand that We may not be able to deliver the Course to certain regions or countries for various reasons, including due to applicable export control requirements or internet access limitations and restrictions from governments.

14. General

a) To the extent that there is any inconsistency with the terms of this Agreement, and the Our Rules and Policies, the Rules and Policies prevail.

b) To the extent permitted by law, We will not be liable for any costs, expenses or losses incurred by You arising out of, or related to, Your enrolment or participation in, or purchase of, a Course.

c) These General Terms and Conditions may be altered, varied or replaced by Us from time to time, at Our sole discretion.

d) These Terms and Conditions are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales.

15. Defined terms

In this document:

Course means a Clinical and Professional Development Microcredential course, or short course, or continuing education course or workshop.

CPD means Clinical and Professional Development

Fees and Charges means any fees and charges You pay to participate in the Course.

Key Requirements means the core activities or tasks associated with the Course.

Microcredential means a means a continuing education course which results in certification of assessed learning that focuses on specific knowledge, skills and capabilities and verifies that the holder possesses a particular professional skill. It is a non-award certification, which may in certain circumstances be considered for credit towards an award course

You or Your means the person enrolled in and/or purchasing a Course