



TERMS AND CONDITIONS

All Global eHealth Collaborative (GeHCO) products and services and online documentation (collectively, the "Services") are subject to the Terms and Conditions stated below. By the use of the Services you agree to be bound by this Agreement. By clicking the " Yes, I/we agree with the Terms and Conditions " check box during the enrolment process you agree and acknowledge that you represent and warrant that you are able to and have entered into a legally binding and enforceable contract with Global eHealth Collaborative and that you agree to comply with your obligations and undertakings as stated under the Agreement. Once you have accepted these Terms and Conditions you will be granted access to the [GeHCo](#) -Business and Services Site enabling you to use certain Intellectual Property and Confidential Information. The GeHCO Trustee and its associates are the copyright owners or licensing agents of educational content, delivery processes, know how, and other Intellectual Property used to provide online educational services.

INTERPRETATION

In these Terms and Conditions, the following terms have the following meanings:

"**Account**" means your user name and identifying particulars supplied to GeHCO at the commencement of this Agreement.

"**Agreement**" means this agreement as amended from time to time including schedules and terms included by reference.

"**Business**" means all activities associated with on-line transactions including purchases and refunds and includes development of the Site, the Services and Intellectual Property.

"**Confidential Information**" means all information acquired or created by GeHCo during the course of or in connection with the services provided by GeHCo unless that information is readily available to the public, and shall include (but not be limited to) GeHCo's principles, policies, procedures, Intellectual Property and other documents, or material which GeHCo may direct you to treat as Confidential Information.

"**Copyright Material**" means any work or other subject-matter in which copyright subsists or is capable of subsisting under the Copyright Act 1968 (C'th) or equivalent legislation;

"**Global eHealth Collaborative (GeHCo)**" is a business owned and managed by its Trustee.

"**Fee Schedule**" is a schedule of fees set by GeHCo at its sole discretion for use of the Site and the Services as detailed in its catalogue and other contractual agreements.

"**GST**" means any tax in the nature of a tax on the supply of services, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia, which may operate at any time during the currency of this Agreement.

"**Intellectual Property**" means all intellectual property rights of GeHCo whether in relation to the Site or Services or otherwise and includes:

- all documentation or electronic presentations using the GeHCo logo and/or icon whether in relation to the Site or Services or otherwise;
- designs, whether or not registered or protected by copyright devised or acquired by GeHCo and applied to the Business, the Site or Services.

"**Site**" means GeHCO web Site www.gehco.org and associated Sites.

"**Student**" means You and all users of the Site and the Services.

"**Student Information**" means all information about you including name, address, contact details, use of Services, and your arrangements with GeHCo.

IN THIS AGREEMENT

All monetary amounts listed in the catalogue are stated inclusive of GST where applicable and are payable in Australian dollars, unless stated otherwise.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Further details may be provided in related GeHCo policies and procedures.

The Site and Services are designed to clear transactions or data to/from your selected bank using the existing EFTPOS network. GeHCo accepts no responsibility for the delivery of the transactions to the GeHCo server. It is your responsibility to ensure that these details are correct (e.g. correct card number, amount) and securely passed to the GeHCo server.

The term of this Agreement is the duration of your association with GeHCo which includes the time during and between courses in which you are enrolled until your enrolment is terminated either through the completion of your studies or by choosing to withdraw from your studies or by termination on the basis of academic misconduct. The course(s) you have enrolled in commence on the date of this Agreement. This continues unless either party gives the other written notice of termination in accordance with this Agreement.

GeHCo, its Trustee, and its employees accept no liability for any loss (including loss of data, computer failure or malfunction), or injury or any direct, indirect, consequential, special, punitive, or other damages caused by or as a result of:

- (i) your use of or inability to use the Site or Services;
- (ii) any virus or other harmful, or potentially harmful, code which may be transmitted in connection with your use of the Site or Services;
- (iii) your provision of incorrect information.
- (iv) your loss of information or data.

GeHCo does **not** warrant that the functions and services provided from this Site will be uninterrupted, always available or error free, that defects will be corrected, or that this Site, or GeHCo's hardware or computer systems are free of viruses or other harmful components or programs. Every reasonable effort will be made to keep our Sites and software error free.

ACADEMIC MISCONDUCT

Deliberate academic misconduct will not be tolerated. GeHCo has adopted a zero tolerance policy on plagiarism. Where evidence of misconduct is conclusive and confirmed by its academic board, the immediate expulsion from all enrolments will apply – without refund or assessment results. Students thus excluded are not permitted to re-enrol for 2 years from the date of expulsion. Inadvertent plagiarism such as an accidental omission to provide a reference will receive a warning. Students need to minimize such occurrences to avoid being reported for plagiarism.

ACCOUNTS

Students are responsible for maintaining their personal profiles in the Student Management System rather than in the eLearning tool to ensure they are able to be contacted at all times by GeHCo staff for academic and administrative purposes. GeHCo is not responsible for the non-receipts of such communication. You warrant that all Personal Information which you disclose to GeHCo is up-to-date, complete and relevant to the purpose for which it was disclosed to GeHCo.

ADMISSIONS AND RE-ADMISSIONS

There are no pre-requisite entry requirements but students must take responsibility for their own learning, progress and ability to successfully complete coursework. To assist your decision making GeHCo has:

- Recommended prior skills and knowledge required to successfully achieve learning objectives, are clearly defined for each unit of study and included in each course profile.
- Published prerequisite requirements such as Internet access, computer and software access and use.

Students must have adequate English, language, literacy and numeracy skills enabling them to participate effectively and to present required information. That is the quality of the use of the English language in assignments may be part of the assessment criteria. Translations are not provided nor accepted unless the coursework is offered in a language other than English in which case the study materials and required assessments will be in the declared language.

Re-admissions are accepted anytime except where previously expelled for student misconduct. Late admissions to a specific course or term are not accepted.

CERTIFICATES ISSUED

On completion of any of our enrolled programs a certificate will be awarded as a record of having undertaken the program. Where an assessment has been undertaken the certificate/statement of attainment will state that the student has successfully demonstrated that the stated learning objectives/competencies were achieved, and where applicable the grade/qualification achieved and where relevant ECTS credits obtained.

CREDIT TRANSFER/RPL

GeHCo will provide all necessary documentation to enable the student to obtain Professional Development credits, RPL credits towards any vocational education qualification or for individual competencies or credit at a University towards a degree program for studies successfully completed where the University needs to establish if the completed course or subject provides equivalent learning or competency acquisition as those required within the chosen University degree program. GeHCo has adopted the European Credit Transfer System(ECTS) to assist with this process via its credit transfer management student record system.

EDUCATIONAL STANDARDS

GeHCO provides education services using the infrastructure of eHealth Education (eHe). eHe is a Registered Training Organisation (RTO) compliant with the National Vocational Education and Training Regulator Act 2011 that details all standards that collectively make up the VET quality framework. eHe has adopted Educational standards that meet, or exceed, the auditing requirements of the Australian Skills Quality Authority (ASQA). eHe's Academic Board is responsible for the maintenance of these educational standards.

FEES SCHEDULE

All competencies, qualifications and course work subjects, short courses and formal assessments offered attract a fee payable in full and in advance at the time of enrolment unless special prior arrangements are agreed to. Enrolment is activated at the starting date of the study term once the full payment has been received.

ASSESSMENT AND STUDENT RESPONSIBILITIES

GeHCo has adopted a formative assessment process for a number of its courses, enabling the student to complete all assessment requirements as a component of the learning process undertaken.

All formal assessments undertaken must be submitted on-line. Students need to make themselves aware of all aspects regarding formal assessment requirements, including submission dates, style, format and on-line submission requirements. Self-assessment is a student responsibility. Opportunities for self- assessment are provided throughout each course of study. Students are responsible for ensuring that only they undertake the assessment for which credits are given. Student authentication processes are adopted to ensure the work submitted is the sole work of the student.

Where required or due to unplanned circumstances, students may be provided with opportunities to complete their chosen study over longer timeframes than published timelines. Supplementary assessments will be provided once only for borderline failure at no extra cost. The grade constituting borderline failure will be stated as part of the marking criteria. Acceptance of the final grade and mark to be awarded to the student rests with the Academic Board and will be final; no negotiation will be entered into.

PLAGIARISM

Plagiarism is identified where a student presents the words or ideas of someone else as their own. In other words, where the source of those words or ideas is not acknowledged it is viewed as a type of intellectual theft and can take many forms such as deliberate cheating, or an accidental omission of a reference.

FEES, COURSE CHANGES AND TRANSFER POLICY

Fees are levied on most GeHCo Training's programs. These fees are inclusive of course development, course notes, handouts and delivery fees. All course work subjects, workshops and short courses offered attract a fee payable in full and in advance at the time of enrolment unless special prior arrangements are agreed to. Enrolment is activated at the starting date of the study term once the full payment has been received. Payment of fees by instalment may be considered on an individual basis.

Cancellations:

All cancellations must be notified in writing via fax or email.

No Refunds:

There will be no refund if a written submission for a refund is not made or where the submission was incomplete or if the assessment item has been downloaded or where more than the first week of the course material has been downloaded or where a cancellation notice has not been received prior to the course commencement date.

For workshops (Face to Face teaching) there will be no refund where a participant withdraws after commencement or if no written cancellation notice is received prior to commencement and/or non-attendance at the face to face course, as course costs will have been expended in implementing the program.

Refunds:

Cancellations that occur more than 5 (five) working days prior to the commencement of the course, will be given a full refund. Substitute delegates are welcome to attend at no additional cost, provided this is arranged prior to the course commencement date. Where a participant cancels less than 5 (five) working days prior to the commencement of the course, a 50% cancellation fee will be incurred. Alternatively, fees may be allocated to another program or a substitute participant. Approved appropriate substitute delegates are welcome to attend at no additional cost, provided it is prior to the course commencement date. Non-attendance: If a participant fails to attend a course, the fees associated with the course will not be refunded but may be

allocated to another program. The participant/organisation must still pay for the full cost of the original course or additional costs if the replacement course has a higher fee.

Transfers:

Students can transfer to another starting date of the same course at no charge. If a student wishes to transfer to another course, an additional charge of 10% of the initial course fee will be charged, provided such a transfer is actioned within 3 (three) weeks of the start date and no more than the 1st week of course material had been downloaded from the webSite. GeHCo reserves the right to cancel, postpone or re-schedule courses due to low enrolment or unforeseen circumstances. A full refund of enrolment fees or the opportunity to transfer to the next available course will be offered if a course is cancelled by the organisation. GeHCo reserves the right to change fees, dates, trainers or methods of presentation at its discretion. Participants in exceptional circumstances can make application for special consideration to GeHCo.

Under banking regulations, if a student has made a payment with a credit card any refund due must be credited to the original card. Cheque payments lodged and returned unpaid by the bank will incur a fee of thirty dollars (\$30) payable to GeHCo each time the said cheque is presented for payment. International students need to be aware that exchange rates fluctuate, GeHCo is not liable for any variance, and all transactions will be based on the Australian dollar. Where our training programs have a limited number of places available, these will be filled in order of completed bookings.

TECHNICAL INFRASTRUCTURE

GeHCo uses eHe's established technical infrastructure that makes use of the Internet. This infrastructure has been specifically designed to provide on-line education using the Moodle Elearning management system. This has the capacity to manage all student technical enquiries, to provide speedy response time and 24/7 access with minimal downtime. All on-line subject and course content as well as on-line student work is saved and backed up frequently to minimise loss or corruption.