



TERMS AND CONDITIONS

No. 32279

All eHE (eHealth Education Pty Ltd) 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 eHealth Education Pty Ltd 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 eHE Business and Services Site enabling you to use certain Intellectual Property and Confidential Information.

eHE Directors and its associates are the copyright owners 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 eHE 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 eHE during the course of or in connection with the services provided by eHE unless that information is readily available to the public, and shall include (but not be limited to) eHE's principles, policies, procedures, Intellectual Property and other documents, or material which eHE 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;

eHealth Education Pty Ltd is a business owned and managed by its Directors.

"**Fee Schedule**" is a schedule of fees set by eHE 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**" (IP) means all intellectual property rights of eHE whether in relation to the Site or Services or otherwise and includes:

- all documentation or electronic presentations using the eHE 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 eHE and applied to the Business, the Site or Services.

"**Site**" means eHealth Education web Site <http://www.ehe.edu.au/> 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 eHE.

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 eHE policies and procedures.

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

The term of this Agreement is the duration of your association with eHE 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 your withdrawal from your studies or by termination on the basis of academic lack of progress or misconduct. The course(s) you have enrolled in

commences on the date of your agreement to these terms and conditions. This continues unless either party gives the other written notice of termination in accordance with this Agreement.

eHE, its directors, 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.

eHE 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 eHealth Education'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 ISSUES

Course Leave

Where required or due to unplanned circumstances, students may be provided with opportunities to complete their chosen study over longer 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.

Extension of Time to Finish

Students are able to work at their own pace, however it is a requirement for students to adopt a regular study regime. Leave of absence, or study deferment for any period up to the limitation of the course offering can be arranged. Notice will be provided at least 3 months in advance before any course is concluded - except where government regulation requires a shorter time frame.

Academic Lack of Progress Or Payment Arrears

Course payments must be made in accordance with agreed payment plans as detailed in the tax invoice.

- Failure in making regular payments in a timely manner may result in a denial of access to eHRoL, eHe's LMS until this issue is addressed.
- Failure to pass assessments. eHe makes every effort to assist learning. eHe has a regulatory responsibility to confirm that students have met the specified performance and skill acquisition requirements following course completion. Students are responsible for meeting set assessment requirements. Successful completion enables the relevant award to be issued. Should a student not be able to achieve this level of skill they will be issued with an attendance certificate. Pathways to re-attempt assessment may be available and should be discussed with the student's teacher.
- Students who have not accessed our online platform - eHRoL for 4 weeks or more without notice will be asked to explain. This may result in a formal study deferment or withdrawal. A non response within 14 days following such a notice will result in automatic withdrawal and the loss of all payments made. Notices are sent to the email associated with the student's eHRoL account.

STUDENT RESPONSIBILITIES

Profile Accounts

Students are responsible for maintaining their personal profiles in eHRoL, eHE's Learning Management System (LMS) to ensure they are able to be contacted at all times by eHE staff for academic and administrative purposes. eHE is not responsible for the non-receipts of such communication. You warrant that all Personal Information which you disclose to eHE is up-to-date, complete and relevant to the purpose for which it was disclosed to eHE.

Study Process

Some courses have no prerequisite entry requirements but students must take responsibility for their own learning, progress and ability to successfully complete coursework. To assist your decision making eHE has:

- Recommended prior skills and knowledge required are clearly defined for each unit of study, to enable the successful achievement of learning objectives.
- Published prerequisite requirements including:
 - Students must have adequate computer skills, Internet access with sufficient internet speed, user access to a computer and software.
 - English, language, literacy and numeracy skills enabling them to participate effectively and to present required information. 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. Be very wary of using tools such as google translate which may translate the words but not represent the meaning intended accurately.

Assessments

- eHE 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. Opportunities for self- assessment are provided throughout each course of study. Students are responsible for self-assessment and 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.

Academic Misconduct

- Deliberate academic misconduct will not be tolerated. eHE has adopted a zero tolerance policy on plagiarism. Where evidence of misconduct is conclusive and confirmed by the 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.

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.

Re-Admission Following Withdrawal or Failure

- Re-admissions are accepted, except where previously expelled for student misconduct.
- Re-admission will require further payment of course fees. For clinical coding courses readmission to the course may require completion of additional prerequisites to those initially required at first attempt to assist in successful completion.

- If the program in which the student was originally enrolled is no longer current - a pathway to transfer to new course offerings will be provided. The cost of updated programs may not be the same as that of the original course.

ADMINISTRATIVE INFORMATION

Certificates

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. Certificates will only be issued following the receipt of full course payment.

Credit Transfer / Recognition of Prior Learning (RPL)

eHE will consider all necessary documentation to enable the student to obtain RPL credits towards any vocational education qualification or for individual competencies or provide all necessary documentation for a University credit 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. eHE has adopted the European Credit Transfer System (ECTS) to assist with this process via its credit transfer management student record system.

Educational Standards

eHE is a Registered Training Organisation (RTO) compliant with relevant Commonwealth, state or territory legislation and regulatory requirements as detailed in the Standards for Registered Training Organisations (RTOs) 2015. eHE has adopted Educational standards that meet, or exceed, the auditing requirements of the Australian Skills Quality Authority (ASQA). These standards are applied to all courses whether associated with formal qualifications or not. eHE's Academic Board is responsible for the maintenance of these educational standards.

FEES

All competencies, qualifications and course work subjects, short courses and formal assessments offered attract a fee payable in advance at the time of enrolment. Payments are made following the receipt of an invoice, in accordance with each course's agreed payment plan, unless special prior arrangements are agreed to. The receipt of payment activates enrollment. Fees are inclusive of course development, course notes, handouts and delivery fees but do not include required textbooks or tools.

Cancellations

All cancellations must be notified in writing via email.

No Refunds: apply when

- a written request for a refund is not made and received by eHe.
- 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.
- Failure to complete a course within a time frame set by the regulator. eHE are flexible in course completion but there are occasions where the government regulator requires a course to be completed in a specified time frame. eHE will notify all students in such cases, but failure to complete in time will not be considered as a withdrawal (i.e. no refund is applicable).

Refunds

As a result of voluntary withdrawal of online courses following commencement and the receipt of request for a refund, the amount to be refunded is calculated based on the percentage of courses accessed, plus a \$100 administrative fee. For example: as detailed as follows:

Actual Study Progress (% Modules cessed)	
Student enrolled in a course with 10 modules	Cost of course \$1000
They open 5 of those modules	50% of course accessed
Amount to be paid for the course	50% of \$1000 = \$500 plus \$100 administration fee
Total	\$600.00

Where the student has paid more than the amount required at withdrawal eHe will refund the difference.

Under banking regulations, if a student has made a payment with a credit card any refund due must be credited to the original card. International students need to be aware that exchange rates fluctuate, eHE 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.

For face to face courses, 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. Non-attendance: If a participant fails to attend a face to face 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

Face to Face Courses - Students may transfer to another starting date of the same course at no charge provided at least 1 week's notice is given. If notice is received after the cut off date transfers can still be arranged but an administration fee of \$100 will be charged.

Online Courses - If a student wishes to transfer to another course, this can be arranged,

- fees for any course content already accessed in the initial course will be charged (as per the withdrawal policy), credit for relevant modules completed will be given in the new course.
- fees for additional costs associated with the new course may apply.

eHE reserves the right to cancel, postpone or reschedule 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.

eHE reserves the right to change fees, dates, trainers or methods of presentation at its discretion.

Application for Special Consideration

Participants in exceptional circumstances can make an application for special consideration to eHE.

Technical infrastructure

eHE has established a technical infrastructure that makes use of the Internet. This infrastructure has been specifically designed to provide on-line education using eHRoL. (eHe's online Learning Management System (LMS). This system 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.



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Version	Date	Update	Approval
1.7	17 Aug 2022	Confirmation of content and updates for online learning	Board Meeting Approval