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Introduction

All eHE (eHealth Education Pty Ltd) products and services and online documentation (collectively, the "Services") are subject to the Terms and Conditions stated below, whether provided as RTO qualification courses or professional development programs.

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 username 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

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 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 events outside eHE's control, 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 with continuous student access. Students will be notified of scheduled disruptions.

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 (eHealth Online Learning and its associated 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.

You will need basic computer skills, including the ability to **search for information online**, as this is essential for the research tasks that support accurate clinical coding.

Our learning platform, **eHRoL**, requires the **Google Chrome browser**. Using any other browser may result in limited or incorrect functionality.

To complete coding courses successfully, you must have access to a **reliable internet connection**. While you can download some materials (such as learner guides), **all assessments and coding practice activities must be completed online**.

Important: Coding courses - The electronic books and health records are essential to learning clinical coding and **are not compatible with phone or tablet devices such as iPads or iPad Pro**. You must use a **desktop or laptop computer** that supports Chrome.

Academic Issues

Payment in 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 online Learning Management System, until this issue is addressed.

Academic Lack of Progress or Payment Arrears

- Failure to pass assessments. Though eHE takes every effort to assist learning and provide abundant coding practice, passing assessments is the students responsibility as we are required to confirm students' skills to a specific performance level. Should a student not be able to achieve this level of skill they will not be awarded the qualification. A statement of attendance can be provided. Pathways to re-attempt may be available and should be discussed with your teacher.
- Students who have not accessed our online learning 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 of such a notice will result in automatic withdrawal and the loss of all payments made. Notices are sent to the email associated with your eHRoL account.

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 minimise such occurrences to avoid being reported for plagiarism.

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 Processes

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. These are clearly defined for each unit of study, to enable the successful achievement of learning objectives.
- Published prerequisite requirements relevant for all courses as follows:
 - 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.
- 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.

Progress and extension of time to complete

Progress : Students are able to work at their own pace, however it is a requirement for students to adopt a regular study regime. Best learning comes when students progress regularly through a course. Failure to attend (virtually or otherwise) for more than 6 weeks without notice is taken as a withdrawal. You may come back to the course (there is a recommencement fee of \$50) if that course is still taking enrolments or transfer to another course (which may involve additional payment).

Leave of absence requests: Students may be provided with opportunities to complete their chosen study over longer than published timelines where required, to best meet leave requirements, following receipt of a leave application. Leave of absence, or study deferment can be arranged. Notice needs to be provided in writing at least 3 months in advance before any course is concluded - except where government regulation requires a shorter time frame.

- 1 month annual leave per 12 month study period will be granted upon written application of leave dates. Equivalent time will be added to extend the enrollment duration time.
- All other types of formal leave requests need to be reviewed. Options and impact on course duration may need to be discussed to determine the best course of action.

Extenuating circumstances : Sometimes students require more time to complete because of extenuating circumstances such as unexpected changes to personal or work commitments. We understand this and can make reasonable adjustments on application for extension. You must give us written notification of your requirement for extension. We allow an initial 2-week extension when required, but we can allow a further extension in special circumstances, provided the course is still operating. Approval is dependent on scheduled changes to course content.

Where extended study goes 6 months beyond the course completion time allotted by EHE a fee of \$100 will be incurred. **For example**, the Diploma of Clinical Coding duration is 18 months. If completion runs beyond two years the fee will be applied.

Re-Admission Following Withdrawal or Failure

Re-admissions are accepted, except where the student was previously expelled for student misconduct, or where the student has fees outstanding from previous study. Re-admission will require all fees to be up to date in accordance with the agreed payment schedule. A re-admission fee of \$50 will be incurred. For clinical coding courses readmission to the course may require completion of additional prerequisites to those initially required at first attempt to assist with 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

Educational Standards

eHE is a Registered Training Organisation (RTO) compliant with relevant Commonwealth, State or territory legislation and regulatory requirements as detailed in a framework of legislation and standards. eHE has adopted Educational standards that meet, or exceed, the auditing requirements of the Australian Skills Quality Authority (ASQA). Higher education courses are designed to comply with the Tertiary Education Quality and Standards Agency (TEQSA) legislative standards. eHE's Academic Board is responsible for the maintenance of these educational standards.

Certificates Issued

On completion of any of our enrolled programs an electronic certificate and statement of results 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. All certificates are electronic. If a hardcopy certificate is required this can be provided at a cost of: \$50 for Australian Residents; and \$80 for non-Australian Residents. This cost covers production, handling and postage.

Credit Transfer / Recognition of Prior Learning

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. Recognition of prior learning (RPL) credits for vocational studies can only be based on evidence demonstrating equivalence with course competency requirements. eHE has adopted the European Credit Transfer System(ECTS) to assist with this process for NON RTO courses via its credit transfer management student record system.

Fees

All study programs offered attract a fee payable 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 such as software or internet access.

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.

Cancellation by Students

Students wishing to cancel enrolment in a course must advise the office in writing via email to info@ehe.edu.au.

Where an online course is cancelled **prior to opening/starting**, students are refunded fees or may transfer to another course and a \$100 administration fee applies. If the course is opened and less than 25% accessed the request will be considered an early withdrawal and appropriate refund policy will apply. The student may still choose to transfer the fee to another course incurring a \$100 administration fee. Additional cost applies if the replacement course has a higher fee. There is no refund if the new course is lesser value.

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 or students may transfer to another starting date of the same course at no charge. 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 participant/organisation must still pay for the full cost of the course. The fees associated with the course will not be refunded but may be allocated to another program, with an additional cost if the replacement course has a higher fee.

Refunds

No refunds apply when :

- a written request for a refund is not made and received by eHe.
- for workshops (Face to Face teaching) 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. Enrolment may be transferred to another individual provided notification is received prior to course commencement.

- A student has started a course if the course is a short course (non award course); or for formal qualification courses, where the student has undertaken more than half of the program.

Refunds provided

As a result of voluntary withdrawal from online courses following commencement and the receipt of request for a refund, the amount to be refunded is calculated based the following:

Course Type	Withdrawal before commencement	Withdrawal prior to completing 25% of course.	Withdrawal before halfway through the course content
Short Course less than 60 hrs	Full fee returned less \$100 admin fee	75% of total enrollment fee less \$100 admin fee	No refund applies
• Diploma of Clinical • Coding HLTSS00071 Clinical Coding Auditor Skill Set • Digital Health Courses over 60hrs		75% of total enrollment fee less \$100 admin fee	50% of total course enrolment fee returned less \$100 admin fee

Note: no refund is offered after accessing more than half of the course package (content).

Where our training programs have a limited number of places available, these will be filled in order of completed bookings.

eHE reserves the right to cancel, postpone, re-schedule or move online any 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 eHE.

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

No. 32279

Version	Date	Update	Approval
1.7	17 Aug 2022	Confirmation of content and updates for online learning	Board Meeting Approval
1.8	19 Mar 2024	Addition of details to clarify requirements to be declared competent and how that is to be handled	Board Meeting Approval
1.9	9/7/25	Clarify Extension of study requirements /	Approval sought 9/7/25