

All eHealth Education (short name 'eHE') 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" checkbox 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 this 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 the Intellectual Property and Confidential Information associated with the course in which you have enrolled.

eHE directors and its associates are the copyright owners of educational content, delivery processes, know how and/ or other Intellectual Property used to provide eHE's online educational services. No part of any eHE provided publication may be reproduced in whole or in part or transmitted in any form or by any means without the written permission of eHE.

eHE shall not be held liable to any person or business for loss or damage suffered or that may be suffered as a result of any act or omission, whether negligent or otherwise, by or on behalf of eHE in relation to the provision of the services or products supplied or for your misinterpretation of the contents of this course after the admission date or on completion of the course.

Interpretation

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

"Account" means your user name and identifying particulars supplied by you 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* (Cth) or equivalent legislation.

"Course" means any online learning or face to face learning program offered by eHE in which Students enrol;

"Course Fee" means all fees payable by the Student to eHE in relation to their enrolment in a Course or Courses;

eHE means Ehealth Education Pty Ltd.

"ECTS" means the European Credit Transfer System;

"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" means all intellectual property rights of eHE whether in relation to the Site or Services or otherwise and includes:

- Copyright, trade marks and patents whether registered or not;
- 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.
- All documentation or electronic presentations or designs for which eHE is the authorised user.

"Moodle" is the learning management system used by eHE as one of the means to provide all enrolled students with educational material.

"Personal Information" means all the student's contact information and personal particulars.

"Services" means the tuition and associated educational products and services offered to Students by eHE."

"Single Non Award Courses (SNACs)" means short courses delivered over a 12 weeks or less period of time not certified or part of any qualification program.

"Site" means the eHealth Education web site <http://www.ehealtheducation.net> used to provide student access to all on-line learning material.

"Student" means all users of the Services.

"Student Information" means all personal information 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 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 the section to which they relate. Further details may be provided in related eHE policies and procedures accessible via the eHE website.

The Site and Services are designed to clear transactions or data to/from your selected bank using the existing EFTPOS network. eHE 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 eHE server.

The term of this Agreement is the duration of the course(s) in which you have enrolled commencing on the date of this Agreement. Any continuing obligations of the parties shall survive termination of this Agreement. Your association with eHE 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.

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) any information available on the Site or on any other site accessed through a link on the Site;
- (iv) your provision of incorrect information; and
- (v) your loss of information or data.

To the extent permitted by law, eHE hereby excludes any express or implied warranty. Where eHE are found to be in breach of any warranty implied by statute which is not hereby excluded, its liability will be limited to the following at its option:

- (i) in the case of goods supplied:
 - (a) To the supply of the goods again; or
 - (b) To the costs of having the goods supplied again.
- (ii) In the case of services supplied:
 - (a) To the supply of the services again; or
 - (b) To the cost of having the services supplied again.

You indemnify eHE, its officers and employees from and against any claim, liability, damage or loss howsoever occurring insofar as it is attributable to your negligence, breach of these Terms and Conditions or any unlawful act in relation to the performance of these Terms and Conditions of failure to do so.

eHE does not warrant that the functions and Services provided from the Site will be uninterrupted, always available or error free, that defects will be corrected, or that this Site, or eHE's hardware or computer systems are free of viruses or other harmful components or programs. Reasonable effort will be made to keep our sites and software error free but Students are responsible for and should make their own inquiries on the suitability of their hardware and computer systems for reception of the Services. eHE provide details of system requirements to assist in this assessment.

Academic Misconduct and Plagiarism

Deliberate academic misconduct will not be tolerated. eHE has adopted a zero tolerance policy on plagiarism. Plagiarism is where a student presents the words or ideas of someone else as their own by not acknowledging the source of those words or ideas. It can take many forms such as deliberate cheating, or an accidental omission of a reference.

Where evidence of academic misconduct including plagiarism is conclusive in the opinion of the the Academic Board, immediate expulsion from all Courses will be enforced – without refund or assessment results. Students thus excluded are not permitted to re-enrol in any eHE course for 2 years from the date of expulsion. Inadvertant plagiarism, such as an accidental omission to provide a reference, will result in the Student being issued with a warning. It is the Student;s respoinsibility to minimize such occurrences to avoid being reported for plagiarism.

Accounts

Students are responsible for maintaining their personal Moodle profiles to ensure they are able to be contacted at all times by eHE staff for academic and administrative purposes. Profiles are accessed by the 'Profile' link in the Administration Block on most pages or by clicking on your name which is directly linked to your profile once you are logged in. eHE is not responsible for the non receipt of such communications. 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.

Students are responsible for maintaining the confidentiality of their account information and must not allow or authorise others to use their account. Any unauthorised use of a Student's account must be reported to eHE immediately. eHE does not accept any responsibility for any loss or damage which results from unauthorised use of a Student's account.

Admissions and Re-admissions Bookings are made by completing the enrolment form, agreeing to these terms and conditions accompanied with payment in full or in accordance with the current National Quality Council's registration standards. Admissions to a specific course or term must be completed prior to the closing date, admissions after that date are not accepted. Once the booking is received confirmation will be sent to the email address supplied.

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 eHE has:

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

Students must have adequate English skills enabling them to participate effectively and to present required information. The quality and standard of the language used 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.

If a student needs to defer studies and is therefore unable to complete a course within the allocated timeframe they may do so by completing a Notice of Deferment Form. In this case the individual may re-enrol in the same course at any time within the next 2 years free of charge except where previously the student was expelled for student misconduct. Should there be a modification to the course or closure of a course eHE will notify the deferred student to give them the option of completing before the closure or modification takes effect. If the student chooses not to do the course at that time, an alternative course of similar topic, study time, qualification etc will be offered by eHE if possible but cannot be guaranteed.

Certificates Issued

On completion of any of our Courses a statement of completion will be awarded as a record of having undertaken the program. Where an assessment has been undertaken, the certificate will state that the student has successfully achieved the stated learning objectives, the grade achieved and ECTS credits obtained. Formal certificates will be issued following the successful completion of an endorsed course/program.

Credit Transfer

Where applicable, all necessary documentation will be provided to enable the student to obtain credit at a University towards a degree program for eHE Courses successfully completed. The documentation provides the necessary information for Universities to establish whether or not 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 this process and credit transfer management is part of eHE's student record system.

Educational Standards

eHE has adopted educational standards that meet, or exceed, the auditing requirements of the Australian Universities Quality Agency and the Audit Handbook for non self accrediting higher education institutions

under the requirements of the *Higher Education Support Act 2003* (Cth) published by the Department of Education and Workplace Relations in March 2008. eHE's Academic Board is responsible for the maintenance of these educational standards. eHE has also adopted the educational standards that meet, or exceed, the auditing requirements of Registered Training Organisations (RTOs) where applicable.

Fees Schedule

All 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.

Formal Assessment and Student Responsibilities

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.

Assessment resulting in a failure may be re-assessed by a second qualified examiner when either the student or the marker makes a formal request and provides the necessary and sufficient evidence to support the request. Supplementary (a second) assessment may 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 as detailed in the course assessment documentation. Acceptance of the final grade and mark to be awarded to the student rests with the Academic Board and will be final. Appeals will be processed in accordance with eHE's appeals policy which can be found in the policy section of the eHe website.

Privacy

We are committed to protecting Students' privacy and only ask for information required to support identity authentication and support of your learning experience. All information collected will only be used for the purposes of your learning, will be treated with the utmost confidentiality and be held securely. You agree to your personal information being handled in accordance with the eHE privacy policy which can be found in the policy section of the eHE website. here. If at any time you wish to be removed from our email list or no longer wish to receive information you can contact us either by email, phone, fax and you will be removed within 24 hours of the request.

Refunds

For Single Non Award Courses (SNACs) a student is eligible for a refund minus a \$75 administrative fee if the student withdraws before the start date of the Course provided no study material has been downloaded from the website.

For all other courses, except Single Non Award Courses (SNACs) of a full term duration (15 weeks) a student is eligible for a refund minus a cancellation fee of 25% of the Course Fee if they withdraw more than 21 days before the start date provided that no more than the 1st week of course material has been downloaded from the website. For assessment modules associated with these courses (those of a full term duration (15 weeks)) a student is eligible for a refund minus a cancellation fee of 25% of the Course Fee only if the student withdraws prior to receipt of the assessment materials. There will be no refund if a submission is not made or where the submission was incomplete resulting in eHE being unable to provide a final assessment result..

Where a student withdraws after commencement or if no cancellation notice is received and/or non-attendance/non-on-line participation at the course NO refund will be given as course costs will have been expended in implementing course delivery.

eHE reserves the right to cancel or postpone a course to an alternative date. All registered participants affected by such changes will receive a full refund or be offered the opportunity to transfer to the next available course.

Transfers

Students can apply to transfer to a different course for an additional charge of 10% of their existing Course Fee provided the application for the transfer is submitted within 3 weeks of the start date and no more than the 1st week of course material has been downloaded from the website.

Technical Infrastructure Standards

eHE has established a technical infrastructure that makes use of the National Internet access infrastructure AARNET. AARNET was established for the use of Australian Universities. This infrastructure has been specifically designed to provide on-line education using the Moodle learning management system.