



Short Course Offering Participant Agreement

1. Participant Agreement

The following terms and conditions constitute the agreement between the Participant and UNSW for the provision of a Course (“Agreement”).

1.1 Accepting this Agreement

By applying to enrol in a Course the Participant hereby accepts the terms and conditions of this Agreement.

1.2 Privacy

The Participant consents to the collection, use, storage and disclosure of his or her personal information in accordance with applicable Australian laws. Personal information is collected by UNSW for the purpose of processing the Participant’s application for enrolment in a Course. It will also be used by UNSW for general administration and to communicate with the Participant regarding matters that may be of interest to the Participant (including other courses offered by UNSW). While the provision of personal information to UNSW is voluntary, if the Participant does not provide all or any of the personal information requested it may delay or prevent the processing of his or her application for enrolment in a course. Personal information collected by UNSW will be stored securely. A Participant may access or correct any personal information provided by contacting UNSW. UNSW will provide access or correct the personal information within a reasonable period of receipt of the request.

2. Participant’s Obligations

2.1 By accepting this Agreement the Participant acknowledges and agrees that they:

- a. fulfil all entry requirements advised by UNSW and have access to the required equipment, as specified in the course information for the Course;
- b. have provided all requested information to UNSW and that information is accurate, complete and up to date;
- c. understand and accept the Fees and Charges published by UNSW and will pay all Fees and Charges for the Course (plus GST where applicable);
- d. understand that there is a set period of time in which to complete the Course and if the Participant requires further study and/or assessment time an additional cost may be charged;

- e. will comply with UNSW policies, by-laws, rules and procedures as published on the UNSW website and all aspects of the UNSW Student Guide;
- f. will behave with honesty and integrity and show courtesy, consideration and respect for others;
- g. will attend all classes and complete all learning material including participating fully in group work where required;
- h. will refrain from using derogatory, discriminatory or abusive pictures or language in emails, social media, online chat rooms, forums or while making enquiries with UNSW staff;
- i. must not behave in a manner that is prejudicial to the interests or reputation of UNSW; and
- j. must comply with the UNSW Student Code of Conduct Policy.

Participant agrees that failing to comply with the above can result in Participant having his/her enrolment cancelled, make Participant ineligible for enrolment in courses in the future, and may result in formal disciplinary procedures being taken against Participant.

3. Participant Acknowledgment

3.1 By accepting this Agreement the Participant acknowledges:

- a. Depending on the particular nature and description of the Course, Participant may need to provide his or her own equipment or undertake other studies or certifications in addition to the course materials and this will be at Participant's own expense;
- b. Course resources will only be accessible during the period of Participant's enrolment in the Course;
- c. Participants are responsible for checking learner/course guide to clarify any specific Course requirements, for example, to engage in some Course components and successfully complete online studies the Participant will require reliable internet and computer access, as well as the basic skills to operate this equipment. Many courses also require access to particular software.
- d. Fees and Charges do not include:
 - any materials that are listed or optional to the Course; or
 - travel or other personal costs associated with undertaking the Course, a work placement or assessments.
- e. It is the Participant's responsibility to inform UNSW in writing of any corrections or changes to personal details including name, residential or postal address, email address, phone numbers, payment choices and banking details;
- f. It is the Participant's responsibility to retain a copy of all assessments submitted for the Course.

4. UNSW Obligations

- 4.1 Under this Agreement, UNSW agrees to:
- a. Supply the Participant with course materials for the Course;
 - b. Provide the Participant with access to learning and administrative support during the period of enrolment in the Course;
 - c. Mark or grade assessments until the expiry of the Course; and
 - d. On successful completion of all assessments and the full payment of the Course Fees and Charges, UNSW will issue the Participant an appropriate statement of achievement for the Course.
- 4.2 UNSW may make changes to the Course (including units, learning materials and assessments) and the UNSW Student Agreement as reasonably required from time to time. UNSW may also make reasonable changes to the Fees and Charges. UNSW will provide as much notice as practicable of all changes. By the Participant enrolling in, or continuing his or her enrolment, in a Course following any such change the Participant is deemed to have accepted the change.

5. Assessments

- 5.1 Participants are entitled to sit for each assessment event free of additional charges in the first two instances. If the Participant is deemed by the assessor to be 'not competent' after two assessment attempts, an additional fee will apply in respect of any further attempts.
- 5.2 If a Course contains a mandatory work placement or assessment:
- a. It is the Participant's responsibility to find an appropriate workplace to undertake the work placement and assessment component of the Course unless otherwise advised; and
 - b. the Participant must complete all mandatory work placement or assessments within the maximum duration of the Course.
- 5.3 Reasonable adjustment
If the Participant has a recognised disability, the Participant is requested to declare his or her status at the time of enrolment to ensure UNSW can provide the required support and can apply reasonable adjustments to the assessment events in the Participant's course. Before commencing the Course, Participants should discuss any requirements with a Course convenor.

6. Paying Course Fees and Charges

- 6.1 If the Participant fails to pay the Fees and Charges by the due date, UNSW reserves the right to:
- a. Withhold provision of Course materials;
 - b. Restrict access to systems; and
 - c. Withhold marking or grading of assessments.

7. Course Duration and Extensions

- 7.1 The maximum duration of the Course is specified on the UNSW website. In the event that the Participant does not complete the Course within the maximum duration, the Participant's enrolment will expire and no refund of the Fees and Charges will be made.

8. Cancellations, Transfers and Substitutions by the Participant

- 8.1 A Participant who wishes to cancel his or her enrolment in a Course must provide written notice to UNSW in which case the following terms and conditions apply:
- a. If written notice is received by UNSW more than 10 Working Days prior to the Course commencement date 80% of the Fees and Charges will be refunded.
 - b. If written notice is received by UNSW less than 10 working days prior to the Course Commencement Date 50% of the Fees and Charges will be refunded.
 - c. No refund of the Fees and Charges will be made if written notice is received on or after the Course Commencement Date or in the case of the Participant's non-attendance at the Course.
- 8.2 Participants may transfer their registration in a Course to the same course with a differing commencement date ('New Course') as follows:
- a. Written notice must be provided to the named Course Convener at UNSW prior to the Course Commencement Date.
 - b. The New Course must be the same and have equivalent Fees and Charges.
 - c. A Participant may only transfer Course registration once and only if:
 - i. the Fees and Charges have already been paid in full; and
 - ii. there are unfilled places in either the New Course or the next scheduled session of the New Course.
 - d. No refund of the Fees and Charges will be made if the Participant subsequently withdraws from the New Course.
- 8.3 Participants may substitute another Participant to attend the Course in the Participant's place as follows:
- a. The Participant must provide written notice to UNSW more than 5 working days before the Course Commencement Date;
 - b. The Participant must pay an administration fee of \$150.00;
 - c. The new Participant must meet any eligibility criteria for the Course;
 - d. The new Participant must accept the terms and conditions of this Agreement;
 - e. Participants are not able to substitute another Participant in the case of the original Participant's non-attendance at the Course.
- 8.4 Cancellation by UNSW
- UNSW reserves the right to cancel a Course at any time and for any reason. If cancellation occurs, UNSW will provide Participants as much notice as practicable. Participants will be given the opportunity to transfer, with no additional cost, to the next scheduled offering of the Course, provided places exist. UNSW will provide either a full refund of the Fees & Charges or a credit note for 100% of the Fees and Charges (credit note will be valid for 12 months) if:

- a. there are no places available in the next Course; or
- b. the Participant so requests.

To the extent permitted by law, UNSW shall not be liable for any costs or expenses incurred by the Participant which arise out of, or are related to, the cancellation of a Course.

9. Other Terms

- 9.1 In the event that the Course prepares Participant to undertake external examinations the Participant is solely responsible for establishing his or her own eligibility and making arrangements to attend and pay for any applicable fees and charges for the external examinations.
- 9.2 The physical Course materials provided to Participants shall become the Participant's property. However, the content of the Course materials, and all right, title and interest (including intellectual property rights) contained therein, vest in and remain the property of UNSW, its licensors or any nominated third party (as noted on the materials) at all times. Participants must not reproduce or communicate any part of the Course materials or assessments in any manner without the prior written consent of UNSW.
- 9.3 If the Participant is under 18 years of age the Participant's parent or guardian must enter into the Contract on behalf of the Participant and complete a Parent or Guardian Declaration Form. Under the Contract a Participant's parent/guardian is responsible for payment of the Course Fees and Charges.
- 9.4 To the extent permitted by law UNSW does not accept responsibility for, and expressly excludes liability for, any loss or damage to client property that occurs while participating in a Course however such loss or damage is caused.
- 9.5 UNSW may capture images and likenesses of the Participant participating in the course in the form of photographs or audio-visual material which may then be used by UNSW for marketing and promotional purposes without the payment of any fee or other compensation to the Participant.
- 9.6 This Agreement is governed by the laws of New South Wales.
- 9.7 By accepting this Agreement Participant warrants that he/she is not legally bankrupt and has sufficient means to pay the Fees and Charges.

10. Inconsistency

To the extent that there is any inconsistency between the application form completed by the Participant (whether completed online or in hard copy) and the Agreement, the application shall take precedence.

11. Definitions

In these terms and conditions:

- "Act" means the *Copyright Act 1968* (Cth).
- "Course" means the short course offered by UNSW in which the Participant has chosen to enrol.
- "Commencement Date" means the date a Course is scheduled by UNSW to commence and in the case of online students this means that the Participant has received his or her welcome email that contains the Participant's username and password and the course link inviting the Participant to start the Course.
- "Contract" means the contract between UNSW and the Participant in respect of a Participant's participation in a Course and comprises the application form completed by the Participant in hard copy or online and this Agreement.
- "Fees and Charges" means all fees and charges advised by UNSW as being payable by the Participant to UNSW in consideration for the Participant participating in a Course which are exclusive of GST and in respect of which GST shall be paid by the Participant where required under the GST Act.
- "GST" has the same meaning as it has in section 195-1 of the GST Act.
- "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- "Participant" means an individual who has applied to participate in a Course and whom UNSW has agreed to admit to the Course.
- "UNSW" means the University of New South Wales (ABN 57 179 195 873).
- "Working Days" means Mondays to Fridays which are not public holidays in NSW.