

Queensland Centre for Mental Health Learning - Terms and Conditions

This document is provided as an overarching guideline for all activities conducted by the Learning Centre. Please note however that this does not replace more detailed instruction which may be specific to, and included in any contract.

1. Training

- 1.1. In consideration of the payment of the Agreed Fee (required at the time of registration), West Moreton Hospital and Health Service (Queensland Centre for Mental Health Learning [Learning Centre]) agrees to provide the training to the Purchaser or their nominee.
- 1.2. A set of training materials (the materials) will be provided to attendees at all workshops, and participants will receive a certificate to acknowledge their attendance. For assessable courses, a certificate of achievement will be issued once the learner is deemed competent via the assessment. For online classroom deliveries, resources are provided electronically to participants after enrolment in the course.
- 1.3. Attendees who leave early or otherwise do not attend the course in full are not eligible for a certificate or acknowledgement of course completion.
- 1.4. For courses with mandatory pre-learning, enrolment in a workshop is not permitted without completing the pre-learning component.
- 1.5. Valid certificates are accessed upon completion of a course through the individual's learner profile on the Learning Centre learning management system, once the participant is marked as fully attended, and all post-learning requirements are completed (where relevant). The Learning Centre is unable to manually reissue certificates to reflect historic attendance.
- 1.6. The Learning Centre bears no responsibility for costs (time or monetary) incurred by the learner for participating in training.

2. Enrolments

- 2.1. All participants of Learning Centre training are required to hold and maintain an individual login with personal profile details reflective of their professional background, current work area and current line manager. Sharing of login with another learner is not permitted.
- 2.2. The Learning Centre enforces a 48-hour cut-off for enrolments prior to each training event. No enrolments will be accepted after the cut-off date. The Learning Centre retains the right to refuse any enrolment at any time.
- 2.3. Enrolments will only be accepted via the Learning Centre's online enrolment system at www.qcmhl.qld.edu.au, unless the Learning Centre provides written instruction to the contrary.
- 2.4. To maintain areas of responsibility and quality, the Learning Centre reserves the right to turn away unenrolled participants from training events.

- 2.5. A waiting list will be maintained for courses that are fully booked. Any places that may become available will first be offered to those listed on the waiting list; in the order received.
- 2.6. Enrolments will not be considered confirmed until confirmation of enrolment is distributed by the Learning Centre.
- 2.7. Training places are transferable at the discretion of the Learning Centre.
- 2.8. For group bookings in standard scheduled training sessions, the requesting organisation (Purchaser) will be billed for the total number of staff confirmed in the booking request. The Learning Centre will not process refunds when confirmed numbers are not met.
- 2.9. For group bookings/fully private sessions, the requesting organisation will be billed for the full cost of a session regardless of number of participants.
- 2.10. The arrangements for the training may be varied by the Learning Centre (including cancelling or rescheduling the training) to accommodate unexpected developments. If the training is cancelled as a result of matters primarily within the control of the Learning Centre, the Agreed Fee will be refunded, or a transfer of enrolment offered.
- 2.11. Regardless of the reason for the cancellation, the Learning Centre will not be responsible for any other costs (such as travel costs) incurred as a result of cancelled training.
- 2.12. As an accredited training organisation, the Learning Centre reserves the right to validate learners participating in the accredited course 10881NAT Course in Observing and Documenting the Mental State Examination. Provision of a Unique Student Identifier (USI) is a Federal Government requirement since 1 January 2015, for all participants of accredited Training within Australia. Full details are available at www.usi.gov.au

3. Cancellations

- 3.1. **On the day of training**, should an emergent situation arise (e.g. illness, emergency or urgent recall to clinical practice) preventing a participant from attending training, participants are to communicate with the Learning Centre, by phone, as soon as practical prior to the commencement of training. This will enable their whereabouts to be accounted for from a workplace health and safety, and liability perspective.
- 3.2. Cancellations **between 48 and 24 hours prior to training**; (for any reason) participants may cancel their enrolment directly via their personal login on the Learning Centre learning management system, by email to the Learning Centre, or phone. Acting promptly will ensure that the available place can be offered to the next participant on the waiting list.
- 3.3. Cancellations **more than 48 hours prior to training**; participants may cancel their enrolment on the Learning Centre learning management system at any time.

4. Refunds

- 4.1. For fee paying participants cancelling a booking, transfer of payment to an alternative training event will be offered in the first instance. Refunds are in any event at the discretion

of the Learning Centre where at least 48 hours' notice is provided. Refund requests are to be made via email addressed to the Director, Queensland Centre for Mental Health Learning at gcmhltraining@health.qld.gov.au

5. Fees

- 5.1. Current fees for individuals are published on the Learning Centre LMS and are subject to change without notice.

Refer to the Learning Centre Schedule of Fees document for more information:

https://www.gcmhl.qld.edu.au/course/paymentinfo/fees_schedule.pdf

- 5.2. Course fees are to be paid at the time of enrolment via the Learning Centre payment portal. For courses that attract a fee, an enrolment will not be considered confirmed until payment is received.
- 5.3. For organisations requesting group training access or separate events, a Quotation for services (quote) will be calculated inclusive of; administration and processing fees for required learner support, costs associated with venue hire, travel, and any other required educator expenses. The quote will be inclusive of any terms and conditions specific to the arrangement and will serve as a contract for all parties to agree to the conditions of the requested arrangement prior to an invoice being issued.

Note: Due to end of financial year constraints, requests for quotes and invoices will be subject to an annual cut-off. Requests received after the first week of June of any financial year cannot not be actioned until 1 July of the subsequent financial year.

6. Limitation of liability

- 6.1. While reasonable care is taken in preparing the materials and providing the training, the Learning Centre gives no warranty regarding the accuracy of the materials or the information conveyed in the training and will not be liable for any loss or liability of any kind whatsoever (including indirect or consequential losses) that may be suffered in relation to, arising out of, or in connection with this agreement, the training or the training materials or any use subsequently made of the information provided in the training.
- 6.2. The Learning Centre is not responsible for the accuracy and content of information contained in third-party websites that may be linked within the Learning Centre websites. By making third party links available, the Learning Centre are not endorsing these sites, their content, products or services or the owners. Links are provided for convenience and reference only.
- 6.3. The training provides information about mental health issues but is not medical advice specific to an individual's needs and should not be relied upon as such. It is the learner's responsibility to understand and work within their scope of practice. Attending Training does not endorse or authorise practice outside of the learner's scope of practice.

The Purchaser indemnifies the Learning Centre against any liability to either the Purchaser or third parties arising out of, in relation to or in connection with the attendance by them or their nominee at the Learning Centre, the provision of the training to them or their nominee

or any use subsequently made of the information provided in the Training by the Purchaser, their nominee or other members of their organisation.

- 6.4. If despite clauses 6.1 to 6.3 above, a court finds that a liability from the Learning Centre to a participant or the Purchaser has arisen out of the training, any liability for breach of any condition or warranty on any other basis (including condition or warranty implied by law) is limited to the refund of the Agreed Fee. This limitation applies even if the Learning Centre has been expressly advised of the potential loss.

7. Intellectual property

- 7.1. The ownership of the intellectual property contained on www.qcmhl.qld.edu.au and all training materials remain at all times the property of the Learning Centre and are protected by copyright laws. This includes text, images, graphics and branding.
- 7.2. No Learning Centre training materials can be reproduced or copied unless written permission is granted by the Learning Centre. Unauthorised use, reproduction, or distribution of any content is strictly prohibited.
- 7.3. Training participants agree that they will take all reasonable steps to ensure they do not, and that anyone who attends the Training on the participant's behalf does not, without the express permission of the Learning Centre:
- a. use the materials for any purpose other than their personal reference; or
 - b. distribute the materials to others.

8. Equipment

- 8.1. All Learning Centre equipment, training materials and resources must only be used by a third party with written permission from the Learning Centre.
- 8.2. Any equipment damaged by an attendee will be repaired or replaced at the expense of the attendee or their employer.

9. Use of Learning Management System

- 9.1. The web-based Learning Management System (LMS) at www.qcmhl.qld.edu.au is provided for informational and educational purposes. Persons may use the LMS and its content for personal, non-commercial use (refer to section **7. Intellectual property** for more details). Any commercial use or unauthorised modification of the LMS is prohibited
- 9.2. The LMS utilises Google Analytics to collect and analyse usage data. By using the LMS participants consent to the collection, storage, and processing of data by Google Analytics. For more information on how your data is collected and used, please refer to our Privacy statement at section **11. Privacy** and clauses contained within.
- 9.3. The Learning Centre strives to provide accurate and up to date information. However, we make no warranties of representations regarding the accuracy, reliability, or completeness of the content. For more details refer to section **6. Limitation of liability**.

10. Safety and Insurance

10.1. All attendees must:

- a. enrol prior to attending Training, as per section 2 Enrolments
- b. sign-in on the attendance sheet for each day of Training (for online classroom training this includes electronic check in)
- c. comply with Queensland Government Occupational Health and Safety requirements at all times, irrespective of training location
- d. follow the instructions of trainers and/or venue staff in the event of an evacuation or emergency situation
- e. not unduly inconvenience other users or cause damage to the Learning Centre's equipment, or associated training venue, any participant not complying with this condition will be requested to immediately vacate the training venue.

10.2. Electrical equipment must not be plugged in at the training venue unless it has been tagged and tested.

10.3. Equipment, materials and substances that may adversely affect the health and safety of the participant or other persons working in or attending training at the Learning Centre (or associated training venues), are not to be brought on site.

10.4. Queensland Health supports a non-smoking policy. Strict adherence to this policy is observed with no smoking permitted in any buildings or anywhere within the grounds of the training facility, and in compliance with venue directions and expectations on designated smoking areas.

10.5. Where Training is provided outside Learning Centre or Queensland Health premises, the Purchaser will:

- a. ensure that the outside premises are reasonably safe
- b. maintain a suitable policy of public liability insurance covering the location of the Training
- c. indemnify the Learning Centre against any claim for personal injury arising out of or in any way connected with the safety of the outside premises.

11. Privacy

11.1. Personal information is collected by the Learning Centre in order to process and manage enrolments, with particular requirements for a vocational education and training (VET) course. We use your personal information to enable us to deliver a VET course and to comply with our obligations as a registered training organisation (RTO). Refer to point 11.8 below for full disclosure of these privacy requirements.

Full details of the Learning Centre RTO status and requirements can be located in the Learning Centre RTO Guidelines manual at

https://www.qcmhl.qld.edu.au/course/mse/RTO_Guidelines_Manual.pdf

11.2. The Learning Centre will not disclose the participant's personal information to any third party (other than to our contractors or agents involved in providing the participant with products or services the participant has requested) unless the participant has consented to such

disclosure, or the Learning Centre is required or authorised by law.

- 11.3. Enrolment data and results from assessed Training will be provided to the respective Hospital and Health Service management via a bi-monthly report.
- 11.4. Information collected relevant to accredited Training is retained for a minimum period of 30 years.
- 11.5. Information provided on the Learning Centre LMS may be used for trend analysis reporting, and for marketing purposes. Any information is de-identified to protect the privacy of individuals.
- 11.6. Participants may gain access to the individual information they have provided to the Learning Centre by submitting a request in writing to the Program Manager, Queensland Centre for Mental Health Learning.
- 11.7. Learning Centre training and content of our LMS is not intended for individuals under the age of 18. We do not knowingly collect personal information from children. If you believe that we have inadvertently collected personal information from a child, please contact us to have it removed.
- 11.8. The Learning Centre are required by law (under the *National Vocational Education and Training Regulator Act 2011* (Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing, and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the *Privacy Act 1988* (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Education, Skills and Employment (DESE), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

The NCVER does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at www.ncver.edu.au/privacy.

If you would like to seek access to, or correct your information, in the first instance, please contact the **Queensland Centre for Mental Health Learning** using the contact details listed below.

DESE is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DESE will handle your personal information, please refer to the DESE VET Privacy Notice at <https://www.dese.gov.au/national-vet-data/vet-privacy-notice>.

The Learning Centre adheres to the Queensland Health privacy policy:
<https://www.health.qld.gov.au/global/privacy>

You may receive a student survey which may be run by a government department or an NCVER employee, agent, third-party contractor, or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

12. Complaints and appeals

- 12.1. All complaints and appeals will be managed in a fair and unbiased manner and investigated as outlined in the Complaints and appeals process.

Refer to the Learning Centre Complaints and appeals process document for more information:

https://www.qcmhl.qld.edu.au/course/process/Complaints_and_Appeals_Process.pdf

13. Changes to Terms

- 13.1. The Learning Centre reserves the right to modify these terms and conditions at any time. Any changes will be effective immediately upon posting at:

https://www.qcmhl.qld.edu.au/enrol/conditions/Terms_and_Conditions.pdf

It is the responsibility of each individual to review these terms and conditions periodically to stay informed of any updates.

14. Acceptance of Terms

- 14.1. By accessing and using the LMS, enrolling and attending training all persons acknowledge and accept these terms and conditions in their entirety. If you do not agree with any part of these terms, please refrain from using the LMS or any resources contained within.

15. Contact information

15.1. At any time, you may contact the Learning Centre to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about our Privacy statement or any of the information contained within this document.

Queensland Centre for Mental Health Learning

<https://www.qcmhl.qld.edu.au>

qcmhltraining@health.qld.gov.au

(07) 3271 8837 or 0436 613 469

| Version Control | | | | |
|-----------------|-----------|--|---|--|
| Version | Date | Author | Approver | Changes |
| 1.0 | June 2017 | Shaun Minchin Business Dev. Manager | Anthony Milverton Director, Learning Centre | First version |
| 2.0 | Oct 2019 | Marisa Stewart Program Delivery Coordinator | Shaun Minchin Business Development Manager | Full review and update indicated by policy changes and earlier indicated timeframe lapses. |
| 3.0 | Nov 2020 | Marisa Stewart Program Delivery Coordinator | Shaun Minchin Business Development Manager | Full review and update indicated by changes to Schedule of Fees, Complaints and appeals process and introduction of new training modality. |
| 4.0 | Apr 2021 | Marisa Stewart Program Delivery Coordinator | Shaun Minchin Business Development Manager | Update of Privacy information as guided by Quality and Compliance Coordinator. |
| 4.1 | May 2023 | Marisa Stewart Program Delivery Coordinator | Laura Chandler Acting Director, Learning Centre | Update of Enrolment requirements as guided by quality improvement initiatives. |
| 4.2 | July 2023 | Marisa Stewart Program Delivery Coordinator | Laura Chandler Acting Director, Learning Centre | Update of website information as guided by Information Systems Manager. |

