

Queensland Centre for Mental Health Learning - Terms and Conditions

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 training courses, 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.
- 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. Attendees who do not complete prerequisite eLearning prior to attending the face-to-face component will not be eligible for a certificate or acknowledgement of course completion.

2. Enrolments

- 2.1. The Learning Centre enforces a two week 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.
- 2.2. Enrolments will only be accepted via the Learning Centre's online enrolment system, unless the Learning Centre provides written instruction to the contrary.
- 2.3. 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 the enrolments were received.
- 2.4. For courses offered free of charge to Queensland Health employees, an enrolment will not be considered confirmed until confirmation of enrolment is received from the Learning Centre.
- 2.5. Training places are transferable at the discretion of the Learning Centre.
- 2.6. For group bookings, the requesting organisation 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.

- 2.7. 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 or enrolment offered.
- 2.8. 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.

3. Cancellations

- 3.1. Cancellations due to illness should be communicated in writing to the Learning Centre as soon as practical prior to the training. Failure to attend due to illness or recall to work will see the course registration transferred to the next scheduled training date in the participant's area, in consultation with the participant.
- 3.2. Notification of cancellation of enrolment for any other reason must be communicated in writing to the Learning Centre at least two weeks prior to the first scheduled day of training.
- 3.3. Refunds are in any event at the discretion of the Learning Centre and will only be considered where the Learning Centre is given at least two weeks' notice in writing. The inability to attend must be received prior to the first day of training. Refund requests are to be made via email addressed to the Director, Queensland Centre for Mental Health Learning at:

Email: QCMHLTraining@health.qld.gov.au

4. Fees

- 4.1. Current fees are published on the Learning Centre website and are subject to change without notice. The Learning Centre provides training free of charge for Queensland Health staff whose primary role is working with people with mental illness. Those who do not fall under this category are required to pay a nominal fee of \$190 per day to attend our training.
- 4.2. 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. Limitation of liability

- 5.1. 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.

- 5.2. 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 Learning Centre education does not endorse or authorise practice outside of the learner's scope of practice.
- 5.3. 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.
- 5.4. If despite clauses 5.1 to 5.3 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.

6. Intellectual property

- 6.1. The ownership of the intellectual property (including copyright) contained in the training materials remains at all times the property of the Learning Centre.
- 6.2. No Learning Centre training materials can be reproduced or copied unless written permission is granted by the Learning Centre.
- 6.3. 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.

7. Equipment

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

8. Safety and Insurance

- 8.1. All attendees must:
 - a. sign-in for each day of training
 - b. comply with Queensland Government Occupational Health and Safety requirements at all times, irrespective of training location

- c. follow the instructions of trainers and/or venue staff in the event of an evacuation or emergency situation
 - d. 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.
- 8.2. Electrical equipment must not be plugged in at the training venue unless it has been tagged and tested.
- 8.3. 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.
- 8.4. 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.
- 8.5. Where training is provided outside Learning Centre 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.

9. Privacy

- 9.1. 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.
- 9.2. Enrolment data and results from assessed training will be provided to the respective Hospital and Health Service management via a six monthly report.
- 9.3. Information collected from training enrolment forms relevant to accredited training is retained for a minimum period of 30 years.
- 9.4. Information collected from training enrolment forms relevant to non-accredited training is retained for a minimum period of five years.
- 9.5. Information provided on the training enrolment form may be used for trend analysis reporting; and for marketing purposes.
- 9.6. 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.

- 9.7. Information collected from this training enrolment form is used to register participants in the selected training, on the Learning Centre training management database.
- 9.8. Under the *Data Provision Requirements 2012*, West Moreton Hospital and Health Service, through the Queensland Centre for Mental Health Learning is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on this enrolment form and your training activity data) may be used or disclosed by the West Moreton Hospital and Health Service for statistical, regulatory and research purposes. West Moreton Hospital and Health Service may disclose your personal information for these purposes to third parties, including:

- Employer – if you are enrolled in training funded by your employer;
- Commonwealth and State or Territory government departments and authorised agencies;
- National Centre for Vocational Education Research (NCVER);
- Organisations conducting student surveys; and
- Researchers.

Personal information disclosed to NCVER may be used or disclosed for the following purposes:

- Issuing a Vocational Education and Training (VET) Statement of Attainment or VET Qualification, and populating Authenticated VET Transcripts;
- Facilitating statistics and research relating to education, including surveys;
- Understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administering VET, including program administration, regulation, monitoring and evaluation.

You may receive a NCVER student survey which may be administered by a NCVER employee, agent or third party contractor. You may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose your personal information in accordance with the *Privacy Act 1988* (Cth), the VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at www.ncver.edu.au).

Version Control				
Version	Date	Author	Approver	Changes
1.0	June 2017	Shaun Minchin Business Dev. Manager	Anthony Milverton Director, Learning Centre	First version
1.1	August 2017	Shaun Minchin Business Dev. Manager	Anthony Milverton Director, Learning Centre	Added section 1.3 and 1.4
1.2	October 2017	Shaun Minchin Business Dev. Manager	Anthony Milverton Director, Learning Centre	Removal of reference to training payment form, added reference to BPOINT
1.3	January 2018	Marisa Stewart Program Delivery Coordinator	Anthony Milverton Director, Learning Centre	Update 9.8 under the <i>Data Provision Requirements 2012</i> , National VET Data Policy.