

Learner Agreement

This Learner Agreement (**Agreement**) outlines the terms and conditions of enrolment and constitutes the agreement between you (**Learner**) and Curtin University (ABN 99 143 842 569) a body corporate established under the *Curtin University Act 1966* of Kent Street, Bentley, Western Australia 6102 (**Curtin**) for the provision of your Credential.

This Agreement will be in force from the Learner's enrolment until the date that is 12 months following the date Curtin issues the Learner with the relevant Credential, or until this Agreement is otherwise terminated (**Term**).

Accepting this Agreement

By clicking "I accept" you enter into this Agreement.

A copy of this Agreement is made available to you on your enrolment in each Curtin short Credential or micro-credential (each a **Credential**) and is also available for download on our websites, www.pace.curtin.edu.au and www.study.curtin.edu.au (each a **Website**).

Learner Obligations

1. Policies

You agree to comply with all Curtin statutes, rules, by-laws, policies and procedures (as available on the Website and as may be changed by Curtin from time to time without notice and through publication on the Website) (**Policies**).

2. Academic Integrity

- (a) Your work in the Credential must be completed ethically, honestly and with fairness.
- (b) Curtin encourages all Learners to review Curtin's [information relating to academic integrity](#). Learners are not required to complete the Academic Integrity Program unless they subsequently enrol in a Curtin award course.

3. Resources

You acknowledge and agree that it is your responsibility to arrange and pay for access to the following:

- (a) A computer and the internet for the term of the Learner's participation in the Credential from enrolment until Curtin issues the Learner with the appropriate Credential or this Agreement is otherwise terminated (**Credential Term**).
- (b) Any additional computing equipment or software as reasonably required by Curtin for your Credential from time to time.

4. Learner Details

You acknowledge and agree that:

- (a) All personal details you have provided to Curtin at the time of enrolment are accurate and complete, including anything that may impact on your ability to complete a Credential. You must inform Curtin in writing within 7 days of any corrections or changes to your personal details during the Credential Term.
- (b) You must maintain a current email address for the Credential Term and Curtin will officially communicate with you via that email and/or through your nominated mobile number.

5. Credential Duration and Participation Requirements

You must meet any obligations in relation to your Credential as specified on the Website or Curtin Learning Management System including but not limited to:

- (a) The dates on which Curtin will provide the Credential.
- (b) If appropriate, the period within which you must complete your learning experience (including assessment) from the date you activate your Learner account.
- (c) Any additional time or learning commitments required or recommended for you to obtain the Credential or to get the best experience from your learning experience.
- (d) Any minimum completion requirements, including but not limited to assessments. Curtin recommends that you keep a copy of all assessments submitted to Curtin.

6. Email Access

You must access your emails regularly while participating in the Credential and you take responsibility to read any communication from Curtin.

Curtin obligations and rights

7. For each Credential you enrol in, Curtin will provide you with:

- (a) Relevant materials, handouts and any other documents developed by Curtin for the Credential (**Materials**) in the order and manner determined by Curtin; and
- (b) Instruction, and access to learning and teaching support materials including Curtin Connect, FAQs, the help function, and the learning management system essentials within the Curtin Learning Management System, and will keep these available to you for the Term, or for such other time as determined by Curtin.

8. Curtin will mark your assessments consistent with the Assessment and Student Progression Manual.

9. Curtin will provide feedback (as required) and mark your written assessments through the Curtin Learning Management System or by email where relevant. Material you submit to Curtin for assessment may not be returned to you.

10. Curtin will issue you with the appropriate digital badge reflecting your academic record when you have successfully completed all minimum requirements within the Credential, and after Curtin has completed all academic and administrative checks.

11. Curtin may make any changes to any of the following at its sole discretion from time to time and will post these on the Website:

- (a) Any Credential, including its content, the mode of delivery, the Credential Term, and assessments.
- (b) Curtin Policies.
- (c) Any Credential Fee.

12. Curtin reserves the right to cancel or reschedule a Credential at any time and for any reason as it sees fit. If it does so, Curtin will notify you as soon as practicable.

13. Curtin may terminate your enrolment in accordance with its Policies, or if you breach this Agreement. If you do not meet the minimum requirements of your Credential as set out on the Website or Curtin Learning Management System you may be in breach of this Agreement and Curtin may (at its discretion) terminate your enrolment or not issue any Credential. You will not be eligible for a credit or refund if Curtin terminates your enrolment or if you fail to successfully complete your Credential.

Qualifications

14. It is your responsibility to familiarise yourself with the qualifications and other criteria required to practice in your field.
15. Completion of a Credential only confers the qualification (if any) specified on the Website. Unless otherwise stated, Credentials do not confer qualifications for professional practice.

Credential Fees

16. You must pay all fees associated with your Credential (**Credential Fees**) on enrolment following the procedures set out on the Website.
17. The Credential Fees are as listed on the Website and updated from time to time.
18. Credential Fees do not include:
 - (a) any materials that are listed as resources to be provided by the Learner (such as, without limitation, computer and internet access).
 - (b) any travel and accommodation or other personal costs (such as uniforms) associated with undertaking training and assessments.
 - (c) any other item listed on the Website as a charge not covered by Credential Fees.

Deferral

19. If you have a medical or mental health condition that directly impacts on your ability to undertake your Credential, you may request a deferral by email to curtincredentials@curtin.edu.au and by providing Curtin with health professional documentation as requested by Curtin. Curtin may issue you with a credit which you may use towards another Credential or agree for you to transfer your enrolment to another available session of your Credential. Any Credential Fees held in credit are non-refundable and non-transferable to another person.
20. If you otherwise defer your Credential, Curtin is not obliged to provide you with any credit or enrol you in any other session of your Credential or to refund any Credential Fees to you.

Cancellations & Refunds

21. If you wish to terminate your studies before completion of your Credential, you must notify Curtin by email to: curtincredentials@curtin.edu.au (**Cancellation Request**).
22. During the Credential Term, if you have experienced an adverse and unexpected event that has had a significant impact on your studies, you may apply for a refund or remission of fees by emailing curtincredentials@curtin.edu.au.
23. If Curtin receives the Cancellation Request at least 48 hours before the commencement of your Credential then Curtin may (at its discretion) issue you with a credit which you may use towards another Credential or agree for you to transfer your enrolment to another available session of your Credential. Any Credential Fees held in credit are non-refundable and non-transferable to another person.
24. Curtin will not otherwise offer a credit or refund if you change your mind within 48 hours before the commencement of your Credential.
25. If Curtin cancels a Credential you are entitled to receive:
 - (a) a full refund of your Credential Fees (less any fees paid for tuition or services already received, and subject to the return of all Credential Materials upon request by Curtin); or
 - (b) a credit of Credential Fees to be applied to another Credential. Any Credential Fees held in credit are non-refundable and non-transferable to another person.

Appeals

26. If you have a concern about your Credential or this Agreement, please email curtincredentials@curtin.edu.au.
27. If you remain dissatisfied, you may write to the Academic Registrar. Your concern or complaint will be dealt with by someone separate from the original decision-maker and consistent with the Assessment and Student Progression Manual.
28. Anyone at any time has the right to make a complaint (as a member of the public) to Curtin's Integrity and Standards Unit using the [Complaints Portal](#).

Other Terms

29. You may retain any physical copies of Materials that Curtin provides to you. However, the legal and moral rights in all Materials, including copyright and all other intellectual property, remain the property of Curtin or Curtin's nominated third party. Curtin provides the Materials for your personal research and study purposes only, except where Curtin consents in writing for the Materials to be incorporated into your work for your own professional or other uses. You must not share, copy, reproduce or distribute any part of these Materials electronically or in any other way, both during and after the Term, without the prior written consent of Curtin.
30. Learners must be 18 years of age or over at the time of enrolment to commence the Credential unless otherwise agreed by Curtin and approved by their parent or legal guardian.
31. Your use of the platform for the Credential will be subject to Instructure, Inc.'s [Acceptable Use Policy](#).

General

32. **(Governing Law)** This Agreement will be interpreted, governed and construed by the laws of Western Australia and you submit to the exclusive jurisdiction of the Australian courts.
33. **(No waiver)** Curtin's failure to enforce a provision of this Agreement is not a waiver of its right to do so later.
34. **(No assignment)** You may not assign any of your rights under this Agreement, and any such attempt will be void. Curtin may assign its rights to any of its affiliates or subsidiaries.
35. **(Severability)** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.
36. **(Variations)** Curtin may revise this Agreement from time to time. If a revision meaningfully reduces your rights, we will provide notice to you (by, for example, sending a message to the email address associated with your account). By continuing to use or access the Credentials after the revisions come into effect, you agree to be bound by and subject to the revised Agreement.
37. **(Notices)** For any notices relating to this Agreement, you may contact Curtin by email to curtincredentials@curtin.edu.au.
38. **(Privacy)** All personal information associated is managed in accordance with Curtin's [Privacy Statement](#) and any other applicable domestic or international privacy legislation.
39. **(GST)** If this Agreement or any supply under or in respect of it is subject to GST, and if the recipient of the consideration is liable to GST in relation to that supply, the Parties agree that the amount payable for that supply will be adjusted by the amount of the GST.