

**Participant Terms and Conditions****1. Eligibility and registration**

- 1.1 La Trobe University (ABN 64 804 735 113) (LTU, us, we or our) delivers various short courses as described on LTU’s website at: <https://shortcourses.latrobe.edu.au/> (each a **short course**).
- 1.2 By submitting a registration form for a short course, and if applicable paying the corresponding short course fee (**fee**) through our website at: <https://shortcourses.latrobe.edu.au/checkout/> (**Registration Form**), you (**you or your**) agree to these terms and conditions.
- 1.3 We are not obligated to accept your Registration Form until you have paid the fee (if applicable). We will provide you email confirmation once we have received the fee or otherwise accept your Registration Form.
- 1.4 Upon our confirmation that we have accepted your Registration Form:
  - (a) your Registration Form together with these terms and conditions (collectively the **Terms**) form an agreement between you and us in respect of your participation in the short course; and
  - (b) we agree to provide you the short course in accordance with the Terms.
- 1.5 We may display rules and conditions about entry to and use of our premises and facilities (**Rules**). These Rules form part of the Terms. You agree to follow the Rules when attending our premises and using our facilities.
- 1.6 The delivery dates, times and mode for the short course are specified on our website for that short course (at the time you submit your Registration Form). We will confirm these details via email to you.
- 1.7 The short course may require you to meet certain pre-requisites as set out on LTU’s website for that short course. It is your responsibility to ensure you meet these pre-requisites.
- 1.8 We may refuse or cancel access to any LTU facilities, services or the short course if you fail to comply with any of the Terms.

**2. Short course status**

- 2.1 The short course will be administered in accordance with our applicable policies and procedures, including our Short Courses Policy available on our website at: <https://policies.latrobe.edu.au/document/view.php?id=403&version=1> (**Short Courses Policy**).
- 2.2 Our website for the short course will specify whether successful completion of the short course results in a ‘microcredential’ (as detailed in our Short Courses Policy).
- 2.3 You acknowledge that:
  - (a) participating in or completing the short course does not confer on you any award by LTU nor any qualification under the Australian Qualifications Framework; and
  - (b) you are not a student of LTU by participating in the short course.

**3. Assessment and completion**

- 3.1 We may set assessments for your completion as part for the short course.
- 3.2 Completion of assessment for the short course is up to you. However, your successful completion of the short course and all corresponding assessment is required for you to be awarded a microcredential, or digital badge or certificate of achievement (as applicable under our Short Courses Policy).
- 3.3 If you complete the short course but do not successfully complete all required assessments, you may request from us a certificate of attendance by emailing: [latrobeprofessional@latrobe.edu.au](mailto:latrobeprofessional@latrobe.edu.au).

- 3.4 Successful completion of the short course entitles you to be considered short course alumni of LTU.

**4. Your cancellation and refunds**

- 4.1 To cancel your participation in the short course you must email: [latrobeprofessional@latrobe.edu.au](mailto:latrobeprofessional@latrobe.edu.au).
- 4.2 You will not be entitled to a refund of the fee if you cancel your participation in the short course after the short course has commenced or is made available to you (**commencement date**).
- 4.3 If you cancel your participation in the short course within 3 business days of the commencement date, we will refund you the fee minus a withholding of 25% of the fee. This withholding represents the loss and damage we are likely to suffer a result of your cancellation.

**5. Behaviour**

- 5.1 In participating in the short course, you agree to:
  - (a) behave with honesty and integrity, and show courtesy, consideration and respect for others
  - (b) follow any reasonable direction of LTU staff on any health, safety, security or related matters
  - (c) prepare for the short course as directed by us
  - (d) attend all classes, lectures, workshops or other activities which form part of the short course, and participate fully in group work
  - (e) act in a manner consistent with LTU’s Student Behaviours Policy, available at: <https://policies.latrobe.edu.au/document/view.php?id=60&version=5>; and
  - (f) take proper care when attending and using our facilities. You will be liable to reimburse us for any damage to our facilities or equipment arising from your deliberate, reckless or negligent actions.
- 5.2 You must not submit any material or assessment to LTU as part of the short course that:
  - (a) infringes any person’s copyright or other intellectual property rights
  - (b) infringes any person’s privacy rights or any applicable privacy laws; or
  - (c) breaches any other laws.

- 5.3 Please notify us as soon as practicable if you are unable to attend any mandatory in-person activity that is not recorded by emailing: [latrobeprofessional@latrobe.edu.au](mailto:latrobeprofessional@latrobe.edu.au).

**6. Online platform**

- 6.1 Where the short course is delivered to you through an online platform, learning management system, communication system or other software of LTU (**Platform**), you agree to:
  - (a) not allow third parties to access the Platform or short course
  - (b) not record, replicate, publicly disseminate or distribute any component or material of the short course
  - (c) keep all passwords, account names, tokens and log in identifications required to access the Platform secure and confidential
  - (d) not introduce any virus, worm, trojan or other malicious code to the Platform
  - (e) not use the Platform in an illegal manner; and
  - (f) comply with any directions we give you relating to the Platform.

**7. Course materials**

- 7.1 We will provide you with access to course materials, study guides, notes and reading that form part of the short course (**materials**). You may only use the materials for your personal use and cannot publicly share or distribute the materials.

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7.2 We own all intellectual property in the short course, materials and Platform. Ownership of this intellectual property will not be altered or transferred or assigned because of your use of it.

**8. Liability**

8.1 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on you or us (**implied terms**) are excluded from the Terms.

This clause does not apply to our own negligence.

8.2 If any implied term cannot be lawfully excluded from the Terms, such implied term is deemed to be included in the Terms provided that yours or LTU's liability for a breach of that implied term (as applicable) is, at the option of the breaching party, limited to the supply of the short course again (if possible) or the cost of supplying the short course again.

8.3 You are responsible for keeping your property secure and must not leave your valuables unattended. We accept no responsibility for lost or stolen items.

**9. Privacy**

9.1 We require you to provide us with certain personal information in order to provide you the short course, including the details provided by you in the Registration Form, and other such information as may be required for your participation in the short course.

9.2 You consent to LTU (or any third-party service provider engaged by LTU in connection with the short course), using any personal information supplied by you or on your behalf to LTU, for the primary purpose of administering and providing the short course to you.

9.3 You consent to LTU using personal information provided by you in the Registration Form (including your name, email address and phone number) for LTU's marketing and promotional purposes.

9.4 LTU handles personal information in accordance with its privacy policy, available at: [www.latrobe.edu.au/privacy](http://www.latrobe.edu.au/privacy).

**10. Changes****Terms**

10.1 LTU may from time to time make changes to the Terms,

including to comply with a law or direction of a government authority. Where such changes affect you, we will notify you and give you a chance to cancel your participation in the short course if you are adversely affected (in which case LTU will refund you the fee).

**Content**

10.2 We set the content of the short course. From time to time we may need to add, delete or amend contents of the short course. We will notify you if we make material changes to the short course. If you do not agree to these changes, you can cancel your participation in the short course and receive a refund of the fee by emailing: [latrobeprofessional@latrobe.edu.au](mailto:latrobeprofessional@latrobe.edu.au).

**Delivery**

10.3 If we need to reschedule the short course or change the mode of delivery, we will provide you reasonable written notice and attempt to reschedule the short course.

If the rescheduling or delivery mode change is not agreed by you, you can cancel your participation in the short course and receive a refund of the fee by emailing: [latrobeprofessional@latrobe.edu.au](mailto:latrobeprofessional@latrobe.edu.au).

10.4 We will refund your fee if LTU cancels the short course.

10.5 Any refund paid to you in accordance with clause 10 will be LTU's sole liability arising from the applicable changes or cancellation.

**11. Miscellaneous**

11.1 If you have any questions or concerns, or to provide us notice under these Terms or any other information, feedback, complaints or communications, please email: [latrobeprofessional@latrobe.edu.au](mailto:latrobeprofessional@latrobe.edu.au).

11.2 You agree that we have not made any promises that you have relied on that are not in the Terms.

11.3 If a someone does not enforce its rights under the Terms at any time, it does not mean that it may not do so in future.

11.4 If a court decides that any part of the Terms is or becomes illegal, void or unenforceable, that part is deleted from the Terms and this does not invalidate the rest of the Terms.

11.5 The laws of Victoria, Australia apply to the Terms. Any dispute concerning the terms will be governed by the Courts of Victoria, Australia.