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 instructions which may be specific to, and included in any contract, course information or guidelines.

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. For online classroom deliveries, resources are provided electronically to participants after booking into an event.

1.3 A workshop booking is only allowed after completion of all prerequisite learning (course specific).

1.4 A certificate or acknowledgement of course completion can only be issued when all course requirements have been satisfactorily completed.

1.5 Options for completing missed course content may include re-booking and full attendance at an alternate event, educator-supported individual learning activities or self-directed learning. This will be determined on a case by case basis.

1.6 Certificates of attendance/completion, including Statements of Attainment are accessed via the individual's learner login on the Learning Centre Learning Management System (LMS).

Certificates are released only after the participant has completed all required components of a course and/or is marked as fully attended.

Non-accredited training

For assessable courses, a Certificate of Achievement will be accessible once the learner is deemed competent via the assessment.

The Learning Centre is unable to issue original certificates of attendance/completion to reflect historic attendance pre-dating July 2017 and for decommissioned courses if it has been more than 6 months from the decommissioning date.

Accredited training

Statements of Attainment (SoA) for nationally recognised training courses can be reissued to a learner at any time upon written request, as under legal requirements these certification records are maintained for a period of 30 years.

1.7 The Learning Centre bears no responsibility for cost (time or monetary) incurred by the learner for participating in training.

2. Course enrolment and session booking

2.1 Enrolment refers collectively to the entry/registration at course level for all Learning Centre courses, eLearning and workshop courses. Enrolment may require reading and agreeing to course specific conditions. Enrolment does not automatically translate to a session booking.

2.2 To secure a booking at a workshop session, an individual must book into an available place at a listed session.

2.3 All participants of Learner Centre training are required to hold and maintain an individual login with personal profile details reflective of their professional background, current work area, current line manager and contact details (email account details and mobile phone number). Sharing of login with another learner is not permitted.

2.4 Bookings for workshop sessions close 48-hours prior to the session. Bookings outside the cut-off period need to be negotiated with the Learning Centre. The Learning Centre retains the right to change or cancel bookings at any time.

2.5 Enrolments and bookings can only be accepted via the Learning Centre online enrolment system at www.qcmhl.qld.edu.au and are completed in person by each learner after completing all pre-enrolment requirements indicated, course specific.

2.6 Each individual learner is responsible for seeking approval from their line manager before booking into a training session.

2.7 To maintain areas of safety, responsibility and quality, the Learning Centre retains the right to not accept a person who presents at a training session without a booking.

2.8 Wait lists are maintained for workshop sessions that are fully booked. Any places that may become available will first be offered to those listed on the wait list, in the order received.

2.9 Receipt of a booking confirmation email indicates that your place at a workshop has been confirmed.

2.10 Workshop bookings are transferable at the discretion of the Learning Centre.

2.11 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, subject to availability. Any refunds due to low numbers will be at the discretion of the Learning Centre.

2.12 For commissioned events, the requesting organisation will be billed for the full cost of an event regardless of number of participants.

2.13 The Learning Centre may vary arrangements for training (including cancelling or rescheduling the training). If the training is cancelled by the Learning Centre, the Agreed Fee will be refunded, or a transfer of workshop booking offered.

2.14 The Learning Centre is not responsible for any costs (such as travel costs) incurred as a result of training cancelled by the requesting organisation (the Purchaser).

2.15 Learners enrolling into accredited training must provide a valid USI at enrolment. Full details are available at www.usi.gov.au. From 1 January 2015, the Learning Centre is prevented from issuing learners with a nationally recognised VET qualification or statement of attainment when a learner completes a course unless the individual has a verified Unique Student Identifier (USI) or approved exemption.

3. Cancellations

3.1 Cancellations **up to 24 hours prior to training** can be done directly via a learner's personal login on the Learning Centre LMS, 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.

3.2 Cancellations **24 hours prior to training or on the day of training:** learners must contact the Learning Centre 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.

4. Fees

4.1 Individual course fees are to be paid at the time of enrolment via the Learning Centre payment portal (BPoint). Access to a workshop session cannot be enabled until payment is received.

4.2 For organisations requesting group training access or commissioned 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: Quotes will be provided based on service provision in a financial year and where required include outer year costs. For further information please refer to Fees schedule.

4.3 Payments cannot be taken where the Learning Centre has exceeded its resource capacity. This means; where there is no further availability in future events or our schedule, and the Learning Centre is unable to deliver a service within the next planning period, payments cannot be received or placed on hold.

4.4 Payments cannot be taken where participants are not specifically identifiable. This means; places purchased must be aligned to an individual staff member. Payments cannot be taken and set aside for future needs that may arise.

5. Refunds and changes to paid bookings

5.1 Unless otherwise stated; for individual fee-paying participants cancelling a booking, an alternative training session may only be offered when suitably negotiated, if available. A maximum of two cancellations or changes are allowed. A minimum of 48 hours' notice is to be provided for requested changes to a booked session.

5.2 Refunds are at the discretion of the Learning Centre where sufficient notice is provided in writing. A minimum of 2 weeks' notice prior to the training session is to be provided for a refund to be considered.

Where inadequate advice/no advice is provided a refund will not be considered.

5.3 Refund requests are to be made via email addressed to the Director, Queensland Centre for Mental Health Learning at qcmhltraining@health.qld.gov.au.

6. Limitation of liability

6.1 The Learning Centre takes reasonable care in preparing training materials and delivering training. However, it does not guarantee that the materials or information are accurate, complete or up to date at the time of publication and is not responsible for any loss or damage resulting from the training, the materials, or how the information is used.

6.2 The Learning Centre may include links to other websites for reference. These links are checked for relevance when the training or resources are developed, but the Learning Centre is not responsible for the accuracy, currency, content, products, services or owners of those websites.

6.3 The training provides information about mental health 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.

6.4 If despite clauses 6.1 to 6.3 above, a court decides the Learning Centre is liable for something arising from the training, the most it will have to pay is a refund of the agreed fee. This applies to any breach of a condition or warranty, including one implied by law, even if the Learning Centre was told that a loss might happen.

7. Intellectual property and copyright

7.1 Unless otherwise stated, all content published on or made available through the Learning Centre website www.qcmhl.qld.edu.au and LMS, including text, images, graphics and branding, is owned by, or licensed to, Queensland Health or the Learning Centre and is protected under the *Copyright Act 1968* (Cth) and other applicable laws.

7.2 All training materials, resources and other educational content made available through the LMS are provided for authorised educational purposes only and must not be reproduced, distributed or communicated or otherwise shared except as permitted by law or with the prior written permission of the Learning Centre.

7.3 Some materials made available through the LMS may contain content owned by third parties. The Learning Centre is covered by a Statutory Education Licence (SEL) for educational purposes and may also make materials available under other applicable licence arrangements. Learners must not reproduce, communicate, distribute or otherwise use third-party materials except as permitted by law.

7.4 Requests to reproduce, distribute or otherwise use Learning Centre materials outside the permissions provided by law may be directed to the Learning Centre at qcmhltraining@health.qld.gov.au. Approval for external use of materials remains at the discretion of the Learning Centre.

7.5 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 learning and reference; or

b. provide, share, distribute or otherwise make Learning Centre materials available to distribute the materials to others.

7.6 For further copyright information or to request a copyright licence contact: Intellectual Property Officer, Office of Research and Innovation, System Strategy Branch, System Policy and Planning Division, Queensland Health, GPO Box 48, Brisbane Qld 4001, email IP_Officer@health.qld.gov.au.

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 LMS at www.qcmhl.qld.edu.au is provided for informational and educational purposes. Any commercial use or unauthorised modification of the LMS is prohibited.

9.2 The Learning Centre may use 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 in section **11. Privacy** and clauses contained within.

9.3 The Learning Centre strives to provide accurate and up to date information. However, no warranty is provided 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 and book prior to attending training, as per training section **2. Course enrolment and session booking**

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 the above conditions may be requested to immediately vacate the training venue.

10.2 All electrical equipment used for training delivery must be tagged and tested before use in a training venue.

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.

11. Privacy

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

As a registered training organisation (RTO), the Learning Centre collects your personal information so we can process and manage your enrolment in an accredited vocational education and training (VET) course with us. Refer to the VET Privacy Notice **[Appendix A]**.

11.2 As a Registered Training Organisation (RTO), the Learning Centre collects personal information to manage enrolments and bookings, and to provide learners with the information they need. This includes information required to meet legal obligations. Refer to VET Privacy Notice **[Appendix A]** 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 https://www.qcmhl.qld.edu.au/course/mse/RTO_Guidelines_Manual.pdf

11.3 Personal information may include, but is not limited to, full name, date of birth, email, phone number, workplace, and Unique Student Identifier (USI) (as per clause 2.15).

11.4 The Learning Centre will not disclose a participant's personal information with others/third parties unless it is needed to provide the requested products or services, if the participant has agreed, or if the law allows or requires it.

11.5 Training attendance and course completion data will be provided to the respective Hospital and Health Service Executive management via a quarterly report.

11.6 Mental Health Executive Directors receive a report on all learner outcomes related to their Hospital and Health Service (HHS).

Results are also issued directly to line managers (as identified via individual learner profiles). It is the responsibility of learners to maintain up to date details in the individual learner profile.

11.7 For accredited training, under legal requirements, we maintain records of AQF certificate documents (statements of attainment) for a minimum period of 30 years. Other assessment and learning records are kept in accordance with *Standards for RTOs 2025* and Queensland Health policies.

11.8 All records relating to the development and delivery of training programs are retained on the Learning Centre's network drive for a period of at least seven (7) years and up to 30 years as required. Record management practices are in line with the Queensland Government General Retention and Disposal Schedule (GRDS) and *Standards for RTOs 2025*.

11.9 Information retained on the Learning Centre LMS may be used for trend analysis reporting and marketing purposes. Any information is de-identified to protect the privacy of individuals.

11.10 Participants may gain access to the individual information they have provided to the Learning Centre by submitting a request in writing to QCMHLtraining@health.qld.gov.au.

11.11 Participants may view and update their personal details contained in their individual learner profile at any time via the user account icon in the LMS.

11.12 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 minors. If you believe that we have inadvertently collected personal information from a minor, please contact us to have it removed.

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 Support section of the Learning Centre Knowledge Base for more information: Queensland Centre for Mental Health Learning (Learning Centre) Knowledge Base – Learner support

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 All persons acknowledge and accept these terms and conditions in their entirety when accessing and using the LMS and participating in training.

15. Contact information

15.1 You may contact the Learning Centre with enquiries which may include:

- training suitability and options
- access to your personal information i.e. recorded learner history
- verifying your learner profile
- updating personal information in your learner profile
- providing feedback
- any other relevant enquiries.

Queensland Centre for Mental Health Learning
https://www.qcmhl.qld.edu.au
qcmhltraining@health.qld.gov.au
(07) 3542 2111

Appendix A: VET Privacy notice

Why we collect your personal information

As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us.

How we use your personal information

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

How we disclose your personal information

We may be 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 Centre for Vocational Education Research Ltd (NCVER). NCVER is the National VET Data Custodian responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

How the NCVER and other bodies handle your personal information

NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the *Privacy Act 1988* (Cth) (Privacy Act), the NVETR Act and the *Student Identifiers Regulation 2014*. NCVER may use and disclose your personal information 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.

NCVER may disclose information to the Australian Government Department of Employment and Workplace Relations (DEWR), other relevant Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes for which the legislation above permits.

NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf. NCVER does not intend to disclose your personal information to any overseas recipients.

Data submitted through a VET data system may undergo validation and quality assurance checks, which involve checking the submitted data against data held in other information systems, for example, the Unique Student Identifier Registry or the Australian Business Register.

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.

DEWR is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil its functions and activities, including:

- administration of VET, such as 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.

DEWR may be authorised by law to share 'public sector data' with third parties, including under the *Data Availability and Transparency Act 2022* (Cth) (DAT Act). 'Public sector data' is defined in the DAT Act to mean "data lawfully collected, created or held by or on behalf of a Commonwealth body…" and therefore includes any data collected by the department as part of performing VET related functions.

For more information about how DEWR will handle your personal information, please refer to the DEWR VET Privacy Notice at https://www.dewr.gov.au/national-vet-data/vet-privacy-notice.

Surveys

You may receive a student survey from 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.

Contact information

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 this Privacy Notice.

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

qcmhltraining@health.qld.gov.au

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