

University of Technology Sydney

Short Courses – Terms and Conditions

1. Agreement

- (a) The terms and conditions that apply to the provision of a Short Course provided to you by UTS are set out in this document (**Terms and Conditions**).
- (b) By applying to enrol in a Short Course you accept and agree to the Terms and Conditions in this document.

2. Defined terms

In this document:

- (a) **Award Course** means course types such as diplomas, degrees and doctorates approved by the UTS Academic Board from time to time.
- (b) **Course Information** means the information about a particular course provided by UTS.
- (c) **Fees and Charges** means any fees and charges UTS advises are to be paid by you to enrol in a Short Course.
- (d) **Inherent Requirements** means the core activities or tasks associated with the Short Course.
- (e) **Short Course** means a short form of learning offered by UTS not recognised for credit in an Award Course (unless otherwise advised by UTS in its sole discretion) and includes courses known as tasters and microcredentials.
- (f) **UTS** means the University of Technology Sydney (ABN: 77 257 686 961; CRICOS Provider No: 00099F).
- (g) **You** means the person enrolled to undertake a Short Course under these Terms and Conditions.

3. Not a UTS student

- (a) You will not be a UTS student as a result of enrolling and participating in a Short Course. Among other things, this means you will not be supplied with a UTS email address for communications with UTS and will not be entitled to access any benefits provided to UTS students (except as UTS permits in its absolute discretion from time to time). You will, however, be required to comply with all applicable laws and UTS policies.
- (b) If you are a UTS student (as defined in the UTS Student Rules), enrolment in a Short Course will not impact your Award Course enrolment.

4. Your obligations

- (a) By applying to enrol in a Short Course, you warrant, acknowledge and agree that you:
 - (i) fulfil all prerequisites (if any), as advised by UTS, for entry into the Short Course;
 - (ii) have read and understood the Course Information;
 - (iii) accept and understand that the Fees and Charges do not include equipment or materials required (except as otherwise specified by UTS), or any travel or other personal expenses incurred through participation in the Short Course;
 - (iv) are required to complete the Short Course in the timeframe advised by UTS;
 - (v) will undertake, attend and participate in any induction or training required by UTS from time to time (unless you have previously completed any such induction or training to the satisfaction of UTS);
 - (vi) are satisfied that you will be able to undertake the Inherent Requirements of the Short Course;

- (vii) will provide an appropriate email address to UTS to be used for communications, which you will check regularly for communications from UTS and acknowledge that UTS will correspond with you by email and you will notify UTS of any changes to your email address;
 - (viii) will provide truthful, accurate and complete information to UTS at all times;
 - (ix) will pay for the repair or replacement of any UTS equipment and facilities damaged or lost while in your possession or use;
 - (x) will behave with honesty, integrity and respect while participating in the Short Course, and in all dealings with UTS and its staff, students, other participants in the Short Course and the general public; and
 - (xi) will maintain a satisfactory standard of academic integrity in the participation in, and completion of, any Short Course undertaken by you.
- (b) If you are under 18 years of age when you commence a Short Course, you must:
- (i) obtain parental or guardian written consent to participate in the Short Course and provide the written consent to UTS on request; and
 - (ii) comply with any age restrictions imposed by UTS or as required by law in relation to activities undertaken as part of the Short Course.
- (c) If you commit a breach of the obligations in subclause (a) above then you will rectify that breach as soon as possible. If you fail to do so:
- (i) UTS may suspend or cancel your enrolment in a Short Course;
 - (ii) you may be suspended from UTS permanently or for a period of time which, if you are enrolled in an Award Course, may impact on that enrolment;
 - (iii) you may not be permitted to enrol in any future Short Course or Award Course;
 - (iv) you may be subject to other reasonable disciplinary action determined by UTS; or
 - (v) if an award or certificate has been awarded to you for the Short Course to which the breach relates, UTS may withdraw or cancel the award or certificate.

5. Certificate

UTS will usually provide you with a certificate of attendance at the conclusion of the Short Course undertaken on-campus provided you have met all the necessary attendance requirements for successful completion of the Short Course as determined by UTS. Short Courses undertaken online will be digitally credentialed if appropriate.

6. Particular arrangements for certain courses

6.1 Assessment

You may be required to undertake assessments as part of that class of Short Course for which a credential may be awarded and which is called a microcredential course and the following conditions will apply to participants:

- (a) they must successfully complete assessments in order to be awarded a credential;
- (b) those who choose not to complete assessments, or who do not successfully complete assessments, will be awarded a certificate of participation;
- (c) those who, having chosen not to undertake assessment, subsequently decide to complete the assessment and also those who failed the assessment, subsequently re-attempt the assessment, may do so:

- (i) for an additional fee; and
- (ii) within 12 months after course completion.

6.2 Recognition of prior learning

Completion of a Short Course will not be recognised by UTS for credit towards a UTS Award Course for any purpose or for facilitating entry to an Award Course, unless UTS decides otherwise in its sole discretion, at the time you seek to enrol in an Award Course. In exercising its discretion, UTS will have regard to when the Short Course was completed and its relevance to the Award Course.

7. Enrolment and Payment

You are required to enrol in the Short Course online. Once you have enrolled in the Short Course you will be required to pay the Fees and Charges for the Short Course. Your enrolment is not complete and your position in the Short Course is not secure until you have paid the Fees and Charges in full in cleared funds. UTS can withdraw or withhold any award or certificate issued for a Short Course if you have not paid the Fees and Charges for that course by the due date stated. You will reimburse UTS for any dishonour fees it may incur.

8. Refunds

- (a) Unless otherwise set out in subclause (c) of this clause, notice of withdrawal or cancellation of participation in a Short Course or must be provided to support.open@uts.edu.au. If the written notice is received by UTS:
 - (i) more than 10 business days' prior to the Short Course commencement date, 100% of the Fees and Charges already paid by you to UTS will be refunded; and
 - (ii) less than 10 business days prior to the Short Course commencement date, no refund of the Fees and Charges will be given.
- (b) Where a Short Course has been developed for a specific business or organisation, for participation by that business or organisation's staff members, contractors or other affiliates, the refund arrangements set out at subclause (a) of this clause may not apply. In these circumstances:
 - (i) the details of any refund arrangements will be separately communicated by UTS to the relevant business or organisation in writing at the time of developing the relevant Short Course (**Specific Refund Arrangements**);
 - (ii) the Specific Refund Arrangements will apply to the extent of any inconsistency with subclause (a) of this clause; and
 - (iii) if no Specific Refund Arrangements are provided, subclause (a) of this clause will apply.
- (c) UTS reserves the right to re-schedule a Short Course at its discretion due to unexpected circumstances arising. In these circumstances, UTS will endeavour to reschedule the Short Course as soon as possible, but in any event within 2 months of the original date of commencement. In the event that UTS does so and you are unable to attend the rescheduled Short Course then you may elect to:
 - (i) transfer into the next scheduled Short Course of the same description, provided there are places available;
 - (ii) receive a full refund of the Fees and Charges you have already paid; or
 - (iii) at UTS discretion, receive a credit note valid for 12 months (to the value of the Fees and Charges you have already paid).

- (d) If UTS is unable to re-schedule a Short Course in accordance with subclause (c) for any reason, then you may elect to:
 - (i) receive a full refund of the Fees and Charges you have already paid; or
 - (ii) at UTS discretion, receive a credit note valid for 12 months (to the value of the Fees and Charges you have already paid).
- (e) If you do not complete the Short Course in the time period prescribed by UTS for completion, extended if the circumstances in subclause (b) apply, your enrolment in that Course will expire and there will be no refund of the Fees and Charges.
- (f) If you have enrolled in a Short Course that you no longer wish to attend, at UTS' sole discretion, you may within 10 days of the Short Course commencement date, transfer your enrolment to another Short Course provided there are places available and you meet any pre-requisites and other obligations required for participation. If there is a difference in the Fees and Charges any surplus will be refunded to you and any deficit will be payable by you, as applicable.

9. Privacy, Intellectual Property, Complaints, Policies and Sanctions

You agree that the provisions regarding privacy, intellectual property, complaints, policies and sanctions as set out in the Schedule apply to this agreement.

10. Cancellation by UTS

- (a) UTS reserves the right to cancel a Short Course at any time, in its absolute discretion due to unexpected circumstances arising.
- (b) UTS will provide you with as much notice as possible of the cancellation of any Short Course.
- (c) In the event of a cancellation, you may elect to:
 - (i) transfer into the next scheduled Short Course of the same description, provided there are places available;
 - (ii) receive a full refund of the Fees and Charges you have already paid; or
 - (iii) receive a credit note valid for 12 months (to the value of the Fees and Charges you have already paid).
- (d) To the extent permitted by law, UTS will not be liable for any costs, expenses or losses incurred by you arising out of, or related to, the cancellation of a Short Course.

11. Warranties

You warrant that:

- (a) you have read, understood and will comply with these Terms and Conditions;
- (b) UTS has not made any promise, representation or inducement or been a party to any conduct material to you agreeing to the Terms and Conditions;
- (c) you are not under the age of 18 or if you are, you have obtained the written approval of your guardian or parent to undertake the Short Course;
- (d) by providing the Short Course to you, UTS will not be in breach of the *Autonomous Sanctions Act 2011* (Cth), *Charter of the United Nations Act 1945* (Cth) or related regulations and determinations;
- (e) you will comply with all applicable laws, the [UTS Act](#), [UTS By-Law](#) and applicable UTS policies during and after completion of the Short Course; and

- (f) you are aware UTS is relying on these warranties.

12. General

- (a) To the extent of any inconsistency between the terms of this agreement and the terms and conditions which specifically relate to a particular Short Course, as communicated to you by UTS (**Specific Terms**), the Specific Terms will prevail.
- (b) To the extent permitted by law, UTS will not be liable for any costs, expenses or losses incurred by you arising out of, or related to, your enrolment or participation in a Short Course.
- (c) These Terms and Conditions may be altered, varied or replaced by UTS from time to time, in its sole discretion. UTS will give you 7 days' notice of any such alteration, variation or replacement, at which time you will have 14 days to notify UTS of your intention to terminate this agreement and, if you have not yet attended your Short Course, receive a full refund of the Fees and Charges you have paid.
- (d) These Terms and Conditions are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales.

Schedule

1. Privacy

- (a) You acknowledge that UTS collects personal information about you, including your image, and health information where relevant, to manage your studies and experience at UTS and to facilitate the provision of support, services and participation in a Short Course at UTS.
- (b) You understand that UTS will use and handle your personal information:
 - (i) to manage your enrolment and participation in the Short Course;
 - (ii) for relevant UTS planning, research and quality improvement activities, which may include staff training, risk management, undertaking planning, research and statistical analysis, systems development and testing, and analysing data to develop and improve marketing, services and recruitment;
 - (iii) to manage security and access to UTS facilities, and to otherwise provide a safe and secure environment for you, other persons (staff, students, other participants in Short Courses, members of the public) or property;
 - (iv) to verify identity, prevent or investigate actual or suspected misconduct, fraud or crime or cases where it is suspected on reasonable grounds that misleading, incomplete or inaccurate information has been provided by you as part of your application to participate in a Short Course at UTS;
 - (v) where required, or authorised under applicable laws or regulations; and/or
 - (vi) for any additional use where you have provided consent, such as where your consent is required to collect and handle sensitive categories of personal information, such as health information.
- (c) Your personal information may also be collected by UTS from relevant third parties for purposes relating to their participation in a Short Course with UTS or otherwise in accordance with law, including all matters referred to in subclauses (a) and (b) above.
- (d) UTS will disclose your personal information to a person or body external to UTS where:
 - (i) disclosure is required or permitted by law, or is required to fulfil mandatory or contractual reporting requirement to Commonwealth and state government departments, statutory and regulatory bodies and their legitimate agents, acknowledging that the personal information disclosed to such bodies may be shared amongst various government agencies and bodies for the purpose of improving the provision of higher education, training and research;
 - (ii) disclosure is required to provide you with support services;
 - (iii) information is either disclosed to, or managed by, a contracted third party providing services to UTS, or the Commonwealth, or state governments or their agencies, or Universities Australia, including but not limited to services providers for storage, website or information systems, backup or disaster recovery or surveys commissioned by or mandated by UTS; and/or
 - (iv) you have provided consent for their information to otherwise be disclosed.
- (e) You can access, correct or update information held about you by contacting support.open@uts.edu.au.

- (f) Further information on how UTS collects, uses, discloses and retains personal or health information is available from [Privacy at UTS](#) or in the UTS Privacy Policy, as amended from time to time.

2. Intellectual Property

- (a) Course materials may be provided to you as part of undertaking a Short Course (**Course Materials**).
- (b) The content of the Course Materials and all right, title and interest (including intellectual property rights) contained therein, vest in and remain the property of UTS, its licensors and any nominated third party (as noted on the Course Materials) at all times.
- (c) You must not reproduce or communicate any part of the Course Materials or assessments (where applicable) in any manner without the prior written consent of UTS, which UTS may give or withhold in its absolute discretion.

3. Complaints

- (a) While you are not a UTS student as a result of enrolment in a Short Course, any complaint about a Short Course should be raised and will be dealt with in accordance with the Student Complaint Policy and Student Complaints Management Procedures (as amended or replaced from time to time).
- (b) While you are not a UTS student as a result of enrolment in a Short Course, academic and non-academic misconduct will be managed in line with the arrangements and principles in section 16, [Student Rules](#) (as amended from time to time), regardless of whether you are still enrolled or participating in the Course.
- (c) Penalties for academic and non-academic misconduct are set out in section 16 of the [Student Rules](#).

4. Policies

- (a) It is a condition of your enrolment and participation in a Short Course that you comply with the following UTS policies and procedures:
 - (i) [UTS Information Technology Security Vice-Chancellor's Directive](#); and
 - (ii) [UTS Privacy Policy](#).
- (b) For the purposes of this Agreement, references to 'student' in these policies are taken to be a reference to you.

5. Sanctions

UTS reserves the right to refuse to provide a Short Course to you where the provision of the Short Course may be a breach of the *Autonomous Sanctions Act 2011* (Cth), *Charter of the United Nations Act 1945* (Cth) or related regulations and determinations.