



THE UNIVERSITY OF SYDNEY – CENTRE FOR VETERINARY EDUCATION – MICROCREDENTIALS TERMS AND CONDITIONS

1. Background

- a) The terms and conditions that apply to the provision of the Microcredential provided by The University of Sydney ABN 15 211 513 464 through its Centre for Veterinary Education (**University, Us, Our or We**) to you (**You or Your**) are set out in the General Terms and Conditions.
- b) By purchasing, enrolling or applying to enrol in the Microcredential You accept and agree to the General Terms and Conditions set out below plus any additional terms and conditions which apply to the particular Microcredential in which you apply to enrol, as set out in the specific Microcredential Information available at <https://www.cve.edu.au/> (**CVE website**).

2. Commitment to You

- a) We are committed to creating and sustaining a supportive learning environment that enables students to realise their full potential; and to foster educational excellence and engaged inquiry through supportive learning environments, appropriate resources and a culture of continuous improvement.
- b) Microcredentials are continuing education courses which result in certification of assessed learning that focuses on specific knowledge, skills and capabilities and verifies that the holder possesses a particular professional skill. It is a non-award certification, which may, in certain circumstances, be considered for credit towards an award course at the University. In those circumstances the particular Microcredential Information outline will specify:
 - I. the applicable award course(s) for which a successful student may apply for credit;
 - II. the amount of credit a successful student can seek towards an award course (a formal application for credit will be required for formal recognition of credit and is not automatically granted).
- c) Further details regarding credit and award courses can also be found in the University's *Coursework Policy 2021* and *Continuing and Extra-Curricular Education Policy 2017* available at sydney.edu.au.

3. Eligibility for a Microcredential

- a) You will only be eligible for enrolment in a Microcredential if You satisfy the requirements specified by Us in the Microcredential Information on the CVE website for the particular Microcredential. For instance, some Microcredentials will require certain prior knowledge or qualifications. It is essential that you carefully review the specific requirements for the particular Microcredential so you can be satisfied that you are eligible to enrol.
- b) We may ask You to provide additional information to enable us to process Your application for enrolment. You agree to provide us with current, complete and accurate details throughout the application and registration process.
- c) We may accept or reject an application for a Microcredential at any time for any reason in Our absolute discretion. If we reject an application, we will endeavor to notify You of that rejection within a reasonable time after you submit Your application. If we have already received Your payment, we will refund it in full, after Our rejection notification.
- d) If We accept Your application, We will provide You with an email confirmation of that acceptance (which may be conditional) and a binding agreement between You and the University will be formed when We provide such confirmation.
- e) Acceptance of Your application by the University is conditional upon:
 - i. the University having confirmed that You meet the relevant eligibility criteria for the Microcredential; and



- ii. the University's receipt of all relevant documents and information the University reasonably requires to verify Your application.

4. Continuing education student status

- a) Whilst undertaking the Microcredential, You will be a 'continuing education student' of Ours and You will be unable to access Our library resources, email or other benefits provided to Our students (except as We permit in Our absolute discretion from time to time).
- b) If You are already a student enrolled in an award course, enrolment in a Microcredential will not impact Your award course enrolment.

5. Intellectual Property

- a) All Microcredential content, teaching materials and all other material (**Microcredential Materials**) provided to You is the sole intellectual property of the course creators and/or the University, as the case may be and has been provided to You solely for the use with the Microcredential.
- b) The content of the Microcredential Materials and all rights, title and interest (including intellectual property rights) contained therein, vest in and remain the property of the course creators and/or the University, as applicable (as noted on the Microcredential Materials) at all times.
- c) This intellectual property is for Your use only, shall be non-transferrable, and is intended for a single-user only.
- d) The course content creator and/or the University, as applicable, retains all rights to title to and interest in the intellectual property in the Microcredential Materials.
- e) You shall not claim ownership, share, remove, copy, reproduce, disseminate or otherwise interfere with Our rights over the Microcredential Materials, except to the extent permitted under the applicable intellectual property laws, including *Copyright Act 1968* (Cth).

6. Privacy

- a) You acknowledge that the University is subject to the *Privacy and Personal Information Protection Act 1998* (NSW) ('**PIIPA**') and the privacy policies of the University found at <http://sydney.edu.au/policies/> (as may be amended from time to time by the University).
- b) You understand that the University will maintain copies of documents, correspondence and formal records involving your participation in the Microcredential in accordance with PIPPA and the Privacy Policy of the University.

7. Your obligations

- a) By applying to enrol in, enrolling in or purchasing, a Microcredential, You acknowledge and agree that You:
 - i. fulfil all mandatory requirements (if any), as advised by Us, for entry into the Microcredential;
 - ii. have read and understood the Microcredential Information;
 - iii. accept and understand that the Fees and Charges do not include equipment or materials required (except as otherwise specified by Us), or any travel or other personal expenses incurred through participation in the Microcredential;
 - iv. are required to complete the Microcredential in the timeframe advised by Us;
 - v. are satisfied that You will be able to undertake the Key Requirements of the Microcredential;



- vi. will provide an appropriate email address to Us to be used for communication between Us and yourself, which You will check regularly for communications from Us and You will notify Us of any changes to Your email address;
 - vii. will provide truthful, accurate and complete information to Us at all times;
 - viii. will not engage in bullying, harassment or discriminatory behaviour, including on social media;
 - ix. respect the right and freedom of others to express themselves and receive information and opinions, recognising the freedom of all members of the Our community to express their respective views;
 - x. consent to Your personal information being disclosed to check enrolment requirements if applicable;
 - xi. will behave with honesty, integrity and respect in all dealings with Us and Our staff and other participants in the Microcredential;
 - xii. will maintain a satisfactory standard of academic integrity in the participation in, and completion of, any Microcredential undertaken by You;
 - xiii. as part of agreeing to the terms and conditions of this offer, You agree to comply with Our rules and policies that exist from time to time, which are listed at: sydney.edu.au/policies (**Rules and Policies**). We may amend these Rules and Policies from time to time, and You must consult the University's Policy Register for the most up-to-date information. In particular, You must comply with the following policies:
 - Acceptable Use of ICT Resources Policy 2017;
 - Bullying, Harassment and Discrimination Prevention Policy 2015;
 - Student Sexual Assault and Sexual Harassment Policy 2018;
 - Academic Honesty in Coursework Policy 2015;
 - Academic Honesty Procedures 2016;
 - Privacy Policy 2017; and
 - Student Charter 2020
 - xiv. For the purposes of this agreement, references to 'student' in the above policies are taken to be a reference to You.
- b) Any complaint about a Microcredential should be raised via email (cve.enquiries@sydney.edu.au) and will be dealt with in accordance with Our Resolution of Complaints Policy 2015.

8. Our rights to suspend or cancel Your enrolment

- a) We reserve the right to suspend or cancel You from registration, participation and enrolment in, the Microcredential or any future Microcredential on reasonable grounds, including if:
 - i. You or someone acting on Your behalf made a material misrepresentation in Your application for admission to the Microcredential;
 - ii. You failed to disclose to Us a fact or circumstance material to Our decision to admit You to the Microcredential;
 - iii. You fail to complete to Our satisfaction all requirements for enrolment in the Microcredential;
 - iv. You fail to comply with the terms of this Agreement.
- b) If You commit a breach of any of the obligations in Clauses 5 (Intellectual Property) and 7 (Your obligations) above then the following may apply:
 - i. You may not be permitted to enrol in or purchase any future Microcredential or award course;



- ii. You may be subject to other reasonable disciplinary action determined by Us;
 - iii. if a Digital Badge has been awarded to You for the Microcredential to which the breach relates we may withdraw or revoke the Digital Badge.
- c) The University may take disciplinary action against You if you are found to be in breach of the *Student Charter 2020* and any other policy of the University applicable to Your participation in the Microcredential.

9. Digital Badges and Certificates

- a) You may be required to undertake assessments as part of a Microcredential and You must successfully complete all assessments to the required level and within the designated timeframes in order to be awarded a Digital Badge.
- b) After successful completion of the Microcredential You may be issued with a Digital Badge.
- c) A Digital Badge will include a statement that the Microcredential is:

- i. not a higher education award; and
- ii. not a qualification recognised under the AQF; and

if the Microcredential is credit eligible, specify:

- iii. the courses of study and qualifications for which credit is available;
- iv. the amount of credit available; and
- v. the period of time during which the credit is available.

In some cases, the particular Microcredential may issue a Certificate of Attendance to students who do not successfully complete the Microcredential assessment tasks but who attend the Microcredential as required. This is not available for all Microcredentials and You should check the Microcredential Information to determine if this option is available.

10. Enrolment and Payment

- a) We will charge You, and You agree to pay, the fees for the Microcredential You have applied for, as advertised on the University website at the time of your application, and any other fees and charges set out in these Terms. All fees are charged in Australian dollars.
- b) If your application to enrol in the Microcredential is successful, you will be required to make full payment to the University or have committed to an approved CVE “pay as you learn” plan in order to formally enrol in the Microcredential. Non-payment of fees means You will not be able to enrol or participate in the Microcredential.
- c) You will be required to pay a non-refundable deposit of \$1,000 to secure Your enrolment in the Microcredential (**Non Refundable Deposit**).
- d) Details regarding “pay as you learn” payment plans are available [here](#)
- e) All fees and charges identified in these Terms and all prices for the Microcredential include GST where applicable.
- f) We may vary prices for Microcredentials, from time to time without notice. Subject to these Terms, we will not increase the amount payable by You for the relevant Microcredential, once we have accepted your application.
- g) The Fees do not include, and You are directly responsible for, any incidental costs or expenses whatsoever arising out of the Microcredential such as books/equipment/internet connection (**Additional Costs**). The University will not reimburse or compensate You for any Additional Costs.



- h) If Your Employer or other third party pays your Fees on Your behalf, you are still bound by these Terms and Conditions.

11. Refunds

- a) Non-attendance of classes does not classify as an official withdrawal and does not relieve You of Your financial obligation or entitle You to a refund.
- b) Written notice of withdrawal or cancellation of participation in a Microcredential must be provided to cve.enquiries@sydney.edu.au (**Notice**).
- c) If Your Notice is received by Us at least 10 business days before the Microcredential commencement date We will refund the Fees minus the Non Refundable Deposit.
- d) If Your Notice is received by Us for any reason less than 10 business days prior to the commencement of the Microcredential, there will be no refund.
- e) If Your Notice is received by Us within 24 hours of Your payment of the Fees We will refund the amount paid at that time.
- f) If You do not complete the Microcredential in the time period prescribed by Us for completion, including any approved extensions, Your enrolment in that Microcredential will expire and there will be no refund of the Fees and Charges.

Deferral

- g) In certain circumstances, you may be able to defer your course.
- h) Any request for deferral of a Microcredential must be approved by Us (at Our discretion).
- i) A deferral will only be considered in the following circumstances:
 - i. extenuating circumstances (for which You can provide appropriate documentation);
 - ii. where the Fees have been paid in full; and
 - iii. upon receipt by Us of the Non Refundable Deposit.
- j) If Your request for a deferral is approved by Us, You will be placed into the next equivalent Microcredential. Enrolment will be subject to the availability of spaces in this Microcredential.

12. Cancellation or reschedule by Us

- a) CVE may change or cancel Distance Education courses at any time. If we cancel, CVE will endeavor to notify you as soon as possible. CVE will not be liable for any loss suffered as a result of cancellation or change, including travel or other costs incurred. Please visit the CVE website for the latest course information.
- b) If We cancel the Microcredential on or before the scheduled start date at our convenience, We will cancel Your enrolment. If We have already received Your payment, We will promptly either offer you a credit note, or, at Your request, return, or refund in full, your payment .

Force Majeure Event and consequences

- c) If We cancel the Microcredential due to a Force Majeure Event, such as a venue or teacher becoming unavailable or insufficient enrolment numbers, or for any other reason, We may cancel or reschedule Your enrolment. If We cancel a Microcredential and have already received Your payment, We will provide You with a refund in whole or in part on a pro rata basis, depending on the circumstances of the cancellation. For the purposes of this clause, a "Force Majeure Event" means any event which is outside the reasonable control of the University and could not have been prevented by Us taking all reasonable steps.

Rescheduling the Microcredential at our discretion

- d) Despite any publication, announcement, advice or the terms of this Agreement, We are not obliged to offer the Microcredential at any particular time, teaching period, or semester, and may change arrangements for the Microcredential, including in respect of the Microcredential



content, location, teaching personnel, duration, the website, materials and policies at any time (provided that this does not materially adversely affect Your rights under this Agreement).

13. Delivery and eLearning Platform

- a) The Microcredential may be delivered in person, wholly online (via the eLearning platform and/or Zoom or other online platforms) or a combination of both and may be comprised of synchronous and asynchronous sessions, that may include lectures, tutorials, workshops and opportunities for group interaction. See the individual Microcredential outline for further details of the specific program as outlined on the CVE Website.
- b) The University will provide teaching materials such as the Microcredential outline and pre-readings (Microcredential Materials) on the eLearning platform unless otherwise stated in the Microcredential description. The Microcredential Materials will be available for viewing online and in some cases may be downloaded.
- c) The eLearning platform may occasionally be unavailable during scheduled maintenance. In the event that our eLearning platform becomes unavailable, Microcredential Materials may be provided by another mode of delivery, and the University will endeavour to provide the Microcredential materials if feasible.
- d) Your access to the Microcredential Materials on the eLearning platform will be disabled one (1) year after the completion of the Microcredential, or a period of inactivity of one (1) month, whichever is earlier.

14. Technical Access and Support

- a) In order to participate in the Microcredential, You will need to ensure You have compatible hardware, software and/or Apps. There may be instances where You will be instructed to use a program which may have various technical requirements. However, it is recommended that Your device have the following minimum requirements:
 - i. inbuilt microphone and camera, or capacity to plug in a mic and camera; and
 - ii. latest version of an internet browser (Chrome, Firefox, Safari and Microsoft Edge)
- b) Please note that You may be required to adjust Your pop-up blocker settings to permit content, if You have one installed.

You must ensure You have access to a personal computer and that it is set-up to support the system and internet bandwidth requirements for the programs specified for use in the particular Microcredential for which you apply, see www.usyd.edu.au.

- c) If You are unable to access any Microcredential Materials, We will use reasonable endeavours to provide a solution where We have direct control over the system, software or settings involved. If the issue lies with Your hardware, systems, software or settings, You will need to resolve these issues so that You can participate in the Microcredential.
- d) We will use reasonable endeavours to make the Microcredential available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. We reserve the right to suspend access to the eLearning system for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the eLearning system.
- e) You acknowledge and accept that the University cannot be held responsible for any delay or disruptions to Your access to the Microcredential materials as a result of such suspension or any of the following:
 - i. the operation of the internet and the world wide web;
 - ii. any firewall restrictions that have been placed on Your network or the computer You are using to access the Microcredential;
 - iii. failures of telecommunications links and equipment; or
 - iv. updated browser issues.



- f) You also understand that We may not be able to deliver the Microcredential to certain regions or countries for various reasons, including due to applicable export control requirements or internet access limitations and restrictions from governments.

15. General

- a) To the extent that there is any inconsistency with the terms of this Agreement, and the Our Rules and Policies, the Rules and Policies prevail.
- b) To the extent permitted by law, We will not be liable for any costs, expenses or losses incurred by You arising out of, or related to, Your enrolment or participation in, or purchase of, a Microcredential.
- c) These General Terms and Conditions may be altered, varied or replaced by Us from time to time, at Our sole discretion and the updated General terms and Conditions will be published at <https://www.cve.edu.au/>.
- 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.

16. Defined terms

In this document:

Microcredential Information means information regarding a specific Microcredential program which is made available on the University website www.sydney.edu.au

Fees and Charges means any fees and charges You are required to pay to Us to participate in the Microcredential.

Key Requirements means the core activities or tasks associated with the Microcredential.

Microcredential means a means a continuing education course at The University of Sydney which results in certification of assessed learning that focuses on specific knowledge, skills and capabilities and verifies that the holder possesses a particular professional skill. It is a non-award certification, which may in certain circumstances be considered for credit towards an award course, in accordance with University Policies and Procedures, available at Sydney.edu.au/policies

You or Your means the person enrolled in and/or purchasing a place in a Microcredential