




Aged Care Training Room CPD Solution

Terms and Conditions

Please read these terms and conditions before proceeding with your subscription payment

Aged Care Learning Solutions (ACLS) has partnered with the Australian Nursing and Midwifery Federation to provide aged care online education to registered and enrolled nurses and other aged care workers. The learning activities are endorsed by the Australian Nursing and Midwifery Federation for CPD hours.

1. You will need to use **INTERNET EXPLORER**  as your internet browser. The learning activities will not work with other browsers such as Firefox, Safari or Google chrome. The learning site is www.myagedcarelearning.com.au.
2. You will need to configure Pop-ups and Compatibility settings to allow access to the learning system.
3. ACLS will:
 - a. Process your payment and provide you with a tax invoice and order confirmation within 48 hours
 - b. Create a 12 month subscription for the ANMF ACTR CPD Solution for your use from the date of payment
 - c. Automatically enrol you in learning activities as per the annual ACTR learning Plan *Please note you can withdraw from any of the learning activities and self-enrol in alternative courses from the ACTR catalogue*
 - d. Send you (via email):
 - i. A link to the ACTR annual program and CPD library catalogue
 - ii. A login ID and password to access the training room
 - iii. Provide you with Help desk services during business hours and contact details
 - iv. Enrol you in the current learning activity.

4. Your subscription provides you with:
 - a. Automatic bi-monthly enrolment in the learning activities as per the annual learning plan
 - b. Access to all of the learning activities in the ACTR catalogue. There are 60 learning activities that address mandatory education, the residential and home care standards and older people's physical health, mental health, special needs and disability
 - c. The option of withdrawing from any learning activities and self-enrolling from the ACTR catalogue
 - d. Email notification and progress reminders
 - e. CPD management that includes your online CPD record, reflections record and the option of recording other CPD activities
 - f. CPD Learning Needs and Plan.
5. Pricing and Payment Schedule:
 - a. Annual subscription members - AUD\$110 (*including GST*)
 - b. Annual subscription non-members - AUD \$132 (*including GST*)
 - c. Payment is 12 calendar months in advance. The annual subscription payment is due when you complete the online payment form
 - d. Minimum subscription renewal period is 12 calendar months thereafter. You will be automatically sent a renewal notice when your next year's subscription is due. You are not obliged to re-subscribe
 - e. Refunds will only be given if you cancel within 14 days of paying your subscription.
6. We may vary or change the terms of our agreement with you, but we will give you 60 days written notice of any change.
7. We may cancel or suspend your service if we are unable to provide the service or if you break the agreement. Breaking the agreement includes failure to pay your account on time or not complying with the copyright, privacy or communications requirements. If we suspend or cancel your service because we are unable to provide the service **we will refund any unused portion of your subscription fee.**
8. Subject to ACLS and ANMF obligations under privacy legislation personal information can only be disclosed to persons or organisations for the purpose of providing this service to you.
9. ACLS and ANMF will abide by the national privacy policies in respect to all data and information collected.

10. All of your personal information in the Learning Management System can be accessed by you at any time and edited on-line.
11. Data is stored in a secure and confidential manner and all data is regularly and routinely backed up.
12. ACLS and ANMF will provide broad data and information for research, peak bodies, government bodies, marketing and training. Individual data cannot be identified.
13. The learning activities are subject to copyright and other intellectual property laws. You must not copy, download or print any material from the learning activities or distribute or broadcast any such material. You must not take extracts from courses and/or pretend that those extracts are your own work.
14. You agree that any communications when using the learning site will be polite and relevant; not indecent, offensive, fraudulent, defamatory, illegal or knowingly untrue.
15. In order to operate, we rely on several pieces of information about you. Such information may include details such as your name and email address. You will only be contacted for the purpose of communicating about your learning or to conduct surveys from time to time for quality improvement. Your contact details (including email address) will not be made available to any third parties.
16. You agree that we may keep records of what learning activities/courses you have begun, your progress and achievements, results obtained and any other information which relates to your learning activity. We will only provide usage statistics with no identifying information to the ANMF or relevant third parties.
17. You should only rely on learning activity/module material for the purpose and in the context in which it is provided and take into account any instructions from authorised personnel. Your organisation's policies and procedures, professional rules and regulations and or relevant government legislation or regulations must be followed and complied with at all times.
18. You agree that CQI Internet Solutions Pty Ltd trading as Aged Care Learning Solutions and the Australian Nursing and Midwifery Federation are not liable for any loss, liability, cost, expense or damage (including without limitation legal fees) whether arising directly or indirectly, in contract, tort (including negligence) or otherwise, that you or anyone associated with you suffers as a result of your use of this eLearning system.

19. Quality Assurance:

- a. Feedback is welcome and encouraged
- b. We will respond to all participants' feedback and all suggestions and comments will be given consideration. We will endeavour to implement improvements when it is beneficial to all participants in the program
- c. We ensure the integrity of the data by using safeguards and systems to ensure data accuracy and protection
- d. All data and information will be backed up regularly and routinely.

20. Program Cancellation/Refunds. If you decide to cancel your subscription we welcome your suggestions on how we can improve our service. If you do decide to cancel your subscription we ask that you comply with the following:

- a. All parts of the learning system and content is totally protected by copyright and you are not permitted to use any element of the program if you are not a subscribing member
- b. If you decide to cancel your subscription in the first 14 days after you have paid your subscription, we will give you a full refund.

21. We do not guarantee that the Learning System will be free from viruses or that access to the Learning System will be uninterrupted or that the Software which underlies the Learning System will be error free. CQI Internet Solutions Pty Ltd trading as Aged Care Learning Solutions and the Australian Nursing and Midwifery Federation has no liability for any damage caused to any computer system or data as a result of your use of the Learning System.