

DETConnect Terms and Conditions

Welcome

Welcome to the Department of Education, Training and Employment (DETE), DETConnect Terms and Conditions Agreement. DETConnect provides its services to you subject to you agreeing to the following Terms and Conditions. The Terms and Conditions described in this Agreement govern your use of the services provided by DETConnect.

Terms and Conditions

1. AGREEMENT

The Department of Education, Training and Employment requires you to read, accept and abide by these Terms and Conditions when accessing any area of this portal (DETConnect) or any of the department's subsidiary systems linked to this portal to the extent that you use those systems. By registering as a member of DETConnect, you also agree to be bound by these Terms and Conditions.

2. TERMINOLOGY

In these Terms and Conditions:

- 'DETE', 'the department', 'we', 'us' and 'our' means the Department of Education, Training and Employment
- 'client', 'you', and 'your' means you as the employee of an organisation that is accepted to be a user of this portal
- 'portal' means this electronic data system provided by the Department of Education, Training and Employment
- 'person' includes an individual, a partnership and any body whether incorporated or not

3. ACCESS TO DETCONNECT

The accessibility and operation of DETConnect relies on internet technologies outside of the department's control. The department does not guarantee continuous accessibility or uninterrupted operation of DETConnect.

The department will not be liable for any loss, damage, cost or expense resulting from any delay in operation or transmission, communications failure, internet access difficulties or malfunctions in equipment or software. If you have difficulties accessing DETConnect, please contact the department during business hours.

4. PORTAL SECURITY

Where appropriate, the department uses available technology to protect the security of communications made through DETConnect. However, the department does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through DETConnect.

Internet communications may be susceptible to interference or interception by third parties. Despite its best efforts, the department makes no warranties that DETConnect is free of infection by computer viruses or other unauthorised software. The department will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure (including viruses or other unauthorised software).

5. DISCLOSURE OF INFORMATION

Any material created by the department or received by the department from the client (whether in writing or verbally), which contains information about the client, will not be made available to third parties without the prior consent of the client.

6. INTELLECTUAL PROPERTY RIGHTS - COPYRIGHT

Queensland Government materials, including source code, pages, documents and online graphics, audio and video are protected by copyright law. Copyright in Queensland Government materials resides with the State of Queensland (State of Queensland © 2000-2004). All rights reserved. DETConnect also contains third party materials which are protected by copyright.

Apart from any fair dealings for the purposes of private study, research, criticism or review, as permitted under the Copyright Act 1968 (Cth), no part of DETConnect may be reproduced or reused for any commercial purposes whatsoever without the written permission of the department. DETConnect also contains registered and unregistered trademarks of the State of Queensland and third parties.

Membership Obligations for DETConnect

7. PARTNER ELIGIBILITY

DETConnect Services are only available to, and may only be used by, individuals from organisations who have a relationship with the Department of Education, Training and Employment due to the organisation falling into one or more of the following categories:

- Organisations seeking to deliver training
- Organisations seeking registration
- Enterprise registered training organisations
- Supervising registered training organisations (User Choice)
- Supervising registered training organisations (non User Choice)
- Registered training organisations (RTO) (Contracted excl User Choice) & (Non contracted)
- Schools
- Group training organisations (GTO)
- New apprenticeships centres (NAC)
- School Career Education Teachers / Vocational Education and Training Co-ordinators
- Associations, Community based organisations (CBO), and Unions that undertake training activities
- Institute of TAFE
- Employee of Department of Education, Training and Employment.

8. PARTNER MEMBERSHIP DETAILS

You warrant that all information provided by you in your membership registration or otherwise in connection with your use of DETConnect is complete, current, and accurate and is not misleading, and that you will not misrepresent your identity.

You agree that the department may rely on that information unless and until it receives notice from you of any change or update to the information provided by you. Any such varied information will be covered by this warranty.

9. LOG IN AND PASSWORD DETAILS

By agreeing to use a designated user ID and allocating a password to this user ID to access DETConnect, you are agreeing to:

- comply with the terms and conditions that relate to accessing DETConnect
- keep your user ID and password secure at all times
- not disclose your user ID or password to, or share it with, others.

You must not use a user ID and password to access DETConnect if that user ID:

- has not been issued to you by a Partner Administrator within your organisation
- has been revoked by either a Partner Administrator within your organisation or the department.

If the security of a user ID issued to you has been compromised, or if there is any change in the information on which the issue of your access was based, you must notify a Partner Administrator within your organisation.

10. PASSWORD PROTECTION

You will choose a password (via a secure URL address) as part of your initial sign up process. Your password is your key to accessing the partner-only web services of DETConnect and your account.

You must maintain the confidentiality of your password and you are fully responsible for all activities that occur through use of your password.

Passwords can be changed at any time via the "My Account" menu option of DETConnect.

Unauthorised use and allocation of passwords is a breach of the department's DETConnect Terms and Conditions and may lead to revocation of access for you or your organisation.

11. ACTING ON BEHALF OF AN ORGANISATION

To use DETConnect to access data relating to, or to carry out a transaction for, an organisation:

- you must be currently appointed by that organisation to access that data or carry out that transaction on their behalf, and that appointment must not have been revoked
- If that appointment is based on you holding a certain position within that organisation you must currently hold that position.

12. SETTING UP ACCOUNTS ON BEHALF OF OTHER USERS WITHIN AN ORGANISATION

If you have been designated as a Partner Administrator for an organisation you must:

- only configure access to persons currently appointed to your organisation
- apply access to subsidiary systems that are relevant to the persons current position within the organisation
- modify or revoke access if the person changes position or ceases with your organisation.

13. DATA SECURITY

Data about individuals and entities provided to you through this portal is confidential. You must ensure that unauthorised persons do not have access to that data. If your computer will be unattended, even briefly, you must either lock down the computer or log out from DETConnect.

The Department cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

You acknowledge that you are bound by the terms of the Confidentiality Deed you have entered into with the Department, as varied from time to time in accordance with that Deed.

If you are an agent, adviser, sub-contractor, employee, officer or other representative of an Organisation that has a relationship with the Department, you acknowledge that you are aware of and are bound by the terms of the Confidentiality Deed the Organisation has entered into with the Department, as if you were the Organisation named in that Deed.

In particular you have undertaken (and, in any case, hereby undertake) to keep secret and protect and preserve the confidential nature and secrecy of the Confidential Information as defined in the Confidentiality Deed. Without limiting this obligation, you must not:

- (a) use or permit any person to use the Confidential Information for any purpose other than for accessing DETConnect and carrying out transactions for Organisations in accordance with the Terms and Conditions and any other guidelines and requirements appearing on DETConnect or issued by the Department from time to time;
- (b) disclose or in any way communicate to any other person any of the Confidential Information except as authorised by the Department;
- (c) permit unauthorised persons to have access to places where the Confidential Information is displayed, reproduced or stored; or
- (d) make or assist any person to make unauthorised use of the Confidential Information.

You must co-operate and provide the Department with all reasonable assistance, in any action which it may take to protect the confidentiality of the Confidential Information.

If you have not entered into a Confidentiality Deed with the Department, you must notify the Department immediately before proceeding to access DETConnect. If you are an agent, adviser, sub-contractor, employee, officer or other representative of an Organisation and are not aware of the terms of the Confidentiality Deed entered into by that Organisation, you must ensure that the Organisation makes you aware of those terms before proceeding to access DETConnect

14. RESPONSIBILITY FOR ACTIONS

You will be responsible for (and you indemnify the department against) loss, expense, damage or claim (including legal costs on a full indemnity basis) arising from:

- any breach by you of these Terms and Conditions, or
- any wilful, negligent or unlawful act or omissions by you in relation to, or in the course of using, this portal.

15. APPLICABLE LAWS

Use of DETConnect and these Terms and Conditions are governed by the laws of the State of Queensland, Australia. Any claim relating to use of DETConnect shall be heard by Queensland Courts. If you choose to access this site from a location outside Australia, you do so on your own initiative and are responsible for compliance with applicable local laws.

16. NOTICES

Notices to you may be made via either email or post to the address(es) contained in your partner registration or as otherwise updated by you. You agree that where the department sends you an email in connection with this site, the message is deemed received by you when the department sends the message addressed to an email address nominated in your partner registration or as otherwise updated by you using this site.

The department may also provide notices of changes to the Terms and Conditions or other matters relating to DETConnect by displaying notices (broadcast messages) or links to notices within the DETConnect site generally.

If you do not agree with such changes, you must terminate your account with DETConnect by contacting a Partner Administrator within your organisation.

Department of Education, Training and Employment Obligations

17. GENERAL DISCLAIMER

To the extent permitted by law, all implied terms (including conditions and warranties) are excluded. The department's liability (including liability in negligence) for all expenses, losses, damages and costs you might incur in any way arising out of any breach or implied condition or warranty or otherwise in connection with your use of DETConnect will be limited, so far as permitted by law, to the department at its own option either supplying the relevant part of DETConnect again or paying the cost of having the part of DETConnect supplied again.

The department makes no warranty that:

- DETConnect will meet all of your requirements
- The service will be uninterrupted, timely, secure, or error-free
- The results that may be obtained from the use of this service will be accurate or reliable
- The quality of any services or information you obtain through this service will meet your expectations
- Any errors in the software will be corrected
- Any material downloaded or otherwise obtained through the use of this service is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of any such material.

18. GENERAL PROVISIONS

If any of these Terms and Conditions is determined to be unlawful, void or for any reason unenforceable, then that provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of the remaining provisions. If there is any inconsistency between these Terms and Conditions and any other documentation included on DETConnect, these Terms and Conditions prevail.

These Terms and Conditions, as they may be varied from time to time, constitute the entire agreement between the department and you with respect to your membership and use of DETConnect. In these Terms and Conditions, a reference to the department or the State of Queensland included their employees, officers, agents and contractors from time to time.

19. LIABILITY AND INDEMNITY

The department will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages (including loss of profits, goodwill, information, data or other intangible losses) resulting from:

- Force majeure, Act of God, or any government act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, breakdown in electronic communication services (including when the breakdown is due to a computer virus), impossibility of obtaining materials or anything beyond the control of the department and whether happening in Australia or elsewhere
- The use or inability to use this portal
- Unauthorised access or alterations of your transmissions to or from this portal
- Activities resulting from the loss or misuse of your log in, password or other access mechanism
- Statements or conduct of any third party
- Any other matter relating to this portal.

20. PRIVACY AND SECRECY OBLIGATIONS

The department is bound by the Privacy Act 1988 - including the Information Privacy Principles set out in section 14 of that Act - for further information please see the Privacy Statement on this site.

We will ensure this portal complies with these laws at all times.

21. ONLINE SECURITY

The department is committed to keeping all personal information provided to it by all clients, secure. The department takes all reasonable precautions to protect personal information held about clients from misuse and loss and from unauthorised access, modification or disclosure.

The department has a range of practices and policies to ensure a robust security environment. These practices and policies are regularly reviewed to ensure their validity.

The department's online security measures include, but are not limited to:

- Encrypting data sent from your computer to our systems during Internet interactions
- Employing firewalls, intrusion detection systems and virus scanning tools to protect against unauthorised persons and viruses from entering departmental systems.

22. VARIATION

The department may revise these Terms and Conditions at any time by updating this page. You should visit this page from time to time and review the then current Terms and Conditions because they are binding on you.

The department may modify or discontinue any information or features that form part of DETConnect at any time, with or without notice to you, and without liability.

23. RIGHT TO REFUSE ACCESS

The department reserves the right to refuse any application for access to DETConnect by any organisation. There will be no binding agreement between the department and a client until an application for registration has been endorsed by the department.

Clients who are accepted for registration of services that require submission or downloading of information contained within DETConnect subsidiary systems will not be refused access to DETConnect. Access to DETConnect will automatically be suspended or cancelled should the organisation's approved status be revoked.

24. TERMINATION

The department may in its sole discretion terminate these Terms and Conditions and/or your membership and use of DETConnect (or any part) at any time with or without notice and for any reason including circumstances where the department suspects that you have provided false or misleading registration information, interfered with other users or the administration of this site, or violated these Terms and Conditions. You have the right to cancel your membership at any time by contacting a Partner Administrator within your organisation, or for the whole organisation by contacting the department.

25. LINKED SITES

This portal may not contain all the information that you need. The State of Queensland is not responsible or liable for the availability or content of any other Internet site (not provided by the department or other government departments). Access to any other Internet site is at your own risk. If you create a link to DETConnect, you do so at your own risk.

The department reserves the right to object to any linking that infringes its rights. The department has not agreed to any conduct connected with a linked site which may be unlawful or an infringement of rights.