

Terms of Use

1. Usage Rules

- 1.1 Access to this website and any training materials made available by HK Training and Consultancy Pty Ltd from this website is conditional upon your prior acceptance of these Terms of Use.

2. How to access the training materials

- 2.1 To access the aged care training materials published by HK Training and Consultancy Pty Ltd on this website, you will need to complete the following steps:
- (a) be eligible to submit an application to access the training materials. Eligibility is generally limited to Registered Training Organisations and aged care employers providing training to aged care workers within Australia;
 - (b) submit an application to create a new account using the using the online form. You must complete the registration process by providing HK Training and Consultancy with current, complete and accurate information ('Registration Data'). You also will choose a password and a user name;
 - (c) if your application is accepted, sign in using your username and password;
 - (d) find the training materials you wish to use, and select "download".

3. User account, password and security

3.1 You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify HK Training and Consultancy immediately of any unauthorised use of your account or any other breach of security. HK Training and Consultancy will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by HK Training and Consultancy or another party due to someone else using your account or password. You may not use anyone else's account at any time. You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. HK Training and Consultancy may terminate your access to the Website at any time, including, if any information you provide is false, inaccurate or incomplete. You agree that HK Training and Consultancy may store and use the Registration Data you provide for use in maintaining your account.

4. Privacy

4.1 While HK Training and Consultancy takes reasonable precautions to prevent unauthorised access to or use of personal information and confidential information, the use of electronic communications and electronic data storage systems means that there remains a possibility that such information may be accessed by unauthorised persons.

4.2 As a condition of your access to HK Training and Consultancy, you authorise us to include your organisations name in our published list of persons utilising our publications.

5. How to contact Us

If you have any questions in relation to the Terms of Use, please write to us c/- Kate Lee, Director of HK Training and Consultancy Pty Ltd via email: kate.lee@hktc.com.au

6. Use of material made available on the website

Generally

- (a) Except for the limited use set out in para (b) you may not use any of the training materials which you access from the website for any purpose. This involves:
 - (i) the reproduction of the material in any material form;
 - (ii) the distribution of the material in any material form;
 - (iii) re-transmission of the material by any medium of communication;
 - (iv) uploading and/or reposting the material to any other site on the WWW;
 - (v) "framing" the material on the Webpage with other material on any other WWW site.

The above are unlawful in any jurisdiction and are specifically prohibited by these Terms of Use.

- (b) Subject to these Terms of Use, you may reproduce and communicate the training materials for the purpose of education and training. To comply with the conditions set out in Disclaimer 1, and to better achieve the purposes of training and education, you may also edit, adapt and modify the (excluding any Artwork) for the purpose of correcting any inaccurate, outdate or incomplete information, and for tailoring it to suit the specific cultural context and training environment in which the materials are utilised, on the condition that:
 - (i) you do not remove any copyright notice and disclaimer notice appearing in or on the materials; and
 - (ii) you do not do any of the following without our prior permission in writing:
 - (1) sell the material;
 - (2) charge access to the material (including as modified by you);
 - (3) re-transmit the material;
 - (4) include all or any part of the material in advertising any product or service.
- (c) You may not modify or copy:
 - (i) the layout of any part of our website; or
 - (ii) any computer software and code contained in our website.
- (d) HK Training and Consultancy reserves all intellectual property rights, including, but not limited to, copyright in material and/or services provided by it.

6.3 **Links to other Webpages**

- (a) This website may contain links to sites on the WWW owned and operated by third parties and which are not under the control of HK Training and Consultancy.
- (b) In relation to the other sites on the WWW, which are linked to this website, HK Training and Consultancy:
 - (i) provides the links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by HK Training and Consultancy of the linked site; and
 - (ii) is not responsible for the material contained on those linked sites.

6.4 Disclaimer 1

- (a) Subject to the qualifications and warnings set out in this Disclaimer 1, the materials made available by HK Training and Consultancy Pty Ltd to registered users of this website were produced between 2011-2014 as a free resource to assist Registered Training Organisations and aged care employers in delivering on-site training to Aboriginal and Torres Strait Islander aged care workers across Australia. The materials available on this website may contain information which is inaccurate, incomplete or which is superseded over time. Accordingly, access to the training materials is provided on condition that each person accessing the materials agrees to take full responsibility for verifying the accuracy, completeness and relevance of the information accessed on this website, and for the training and materials which it delivers.
- (b) To the full extent permitted by law HK Training and Consultancy disclaims any and all warranties, express or implied, regarding:
- (i) the accuracy, reliability, timeliness or otherwise of any information contained in any of the training materials; and
 - (ii) merchantability or fitness for any particular purpose for any service or product contained in or referred to in the training materials.
- (c) HK Training and Consultancy and its employees, agents and consultants will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages), which are the consequence of you:
- (i) using the website or any of the material made available for download from the website;
 - (ii) relying upon the website, or the materials made available for download from the website;
 - (iii) relying upon any information contained in the website or omitted from it;
 - (iv) relying upon information contained in any of the training material made available for download from the website, or omitted from it;
 - (v) acting, or failing to act, on any information contained on or referred to on the website and/or any of the linked Webpages; and
 - (vi) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the website and/or any linked sites,

whether or not caused by any negligent act or omission.

Disclaimer 2

- (a) HK Training and Consultancy does not warrant guarantee or make any representation that:
 - (i) the website, or the server that makes the site available on the WWW are free of software viruses;
 - (ii) the functions contained in any software contained on the website will operate uninterrupted or are error-free; and
 - (iii) errors and defects in the website will be corrected.
- (b) HK Training and Consultancy is not liable to you for:
 - (i) errors or omissions in the Website, or linked sites on the WWW;
 - (ii) delays to, interruptions of or cessation of the services provided in the Website, or linked sites; and
 - (iii) defamatory, offensive or illegal conduct of any user of the Website, whether caused through negligence of HK Training and Consultancy, its employees or independent contractors, or through any other cause.
- (c) You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the website.

Limitation of liability

Clause 6.3(b)(ii) (disclaimer 1) and/or clause 6.4(c)(vi) (disclaimer 2) may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full extent permitted by law HK Training and Consultancy's liability for any implied warranty or condition is limited, at the choice of HK Training and Consultancy, to one or more of the following:

- (a) If the breach of an implied warranty or condition relates to services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again; and
- (b) if the breach of an implied warranty or condition relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods; or
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

Use of information gathered

- (a) HK Training and Consultancy and/or people authorised by it may gather and process the information:

- (i) which you may provide when accessing the website, such as your name, address, e-mail address and other personal information about you; and
 - (ii) regarding the way in which you use the website including, without limitation, information acquired through the use of "cookies" programmed during the accessing of the website.
- (b) HK Training and Consultancy may authorise others to offer you goods and services using the information acquired through para (a).

Termination of access

HK Training and Consultancy may terminate access to the website or any of the training materials made available from the website at any time without giving any explanation or justification for the termination of access, and HK Training and Consultancy has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the website.

Alteration of Terms of Use

HK Training and Consultancy reserves the right to change these Terms of Use:

- (a) with or without further notice to you; and
- (b) without giving you any explanation or justification for such change.

Relevant jurisdiction

- (a) If any part of these Terms of Use is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms of Use and the severed part will not affect the validity and enforceability of any remaining provisions.
- (b) These Terms of Use will be governed by and interpreted in accordance with the law of the Northern Territory of Australia, without giving effect to any principles of conflicts of laws.
- (c) You agree to the jurisdiction of the courts of the Northern Territory of Australia to determine any dispute arising out of these Terms of Use.

7. Indemnity

You will at all times indemnify and keep indemnified HK Training and Consultancy and its respective officers, employees and agents (Those Indemnified) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any claim, demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of any breach of these Terms of Use by you.