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# VOCATIONAL EDUCATION AND TRAINING APPLICATION (VETA)

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## Terms and Conditions for On-Line Access to Vocational Education and Training Application In South Australia

*If you require further information or clarification, please contact:*

**Skills SA**  
Department of Further Education, Employment, Science and Technology  
Telephone 1800 506 266  
<http://www.skills.sa.gov.au>



**Government of South Australia**  
Department of Further Education,  
Employment, Science and Technology

**Terms and Conditions for On-Line Access to VETA  
Vocational Education and Training Application  
(VETA User Agreement)**

**1. Definitions**

- 1.1 **VETA or Vocational Education and Training Application** means the information technology system used by the Minister and which the Training Provider may access through the Skills for All Website.
- 1.2 **Approved VETA User** means those Registered Training Organisations, New Apprenticeship Centres or Group Training Organisations who are registered as Approved VETA Users for the purpose of accessing data relating to Skills for All, Training Contracts and User Choice in South Australia;
- 1.3 **Business Day** means any day that is not a Saturday or Sunday or a public holiday in Adelaide;
- 1.4 **Skills for All** means a program of the South Australian Government with the aim of funding training for Eligible Students in approved qualification and skill sets to meet industry demands and skills shortages in South Australia.
- 1.5 **Skills for All Student Number** means the unique identifier assigned to an Eligible Student under Skills for all;
- 1.6 **Skills for All Website** means the website at [www.skills.sa.gov.au](http://www.skills.sa.gov.au);
- 1.7 **Student Profile** is a profile that contains information required to identify a student, and search for them within VETA;
- 1.8 **Training Account** means the account to be established in VETA by the Training Provider for each Enrolment;
- 1.9 **User Choice** is a process which enables an employer and their apprentice or trainee who are under a registered Training Contract to exercise choice of training provider

**2. User Acceptance**

Your use of VETA indicates acceptance of the following Terms and Conditions:

- 2.1. VETA enables you to access data regarding student profiles, student training accounts, Training Contracts and User Choice arrangements in South Australia.
- 2.2. We may amend the Terms and Conditions at any time. Such amendments will be effective immediately upon notice to you by making the notice available for

access on VETA, or via email or mail. If you use VETA after the receipt of such notice, you will be deemed to have accepted the amendments.

### **3. Using VETA**

- 3.1. To use VETA you may be required to provide certain documentation and information.
- 3.2. You agree that you will supply us, upon request, with all the documentation and information we reasonably require in order to enable us to provide VETA to you within a specified time.
- 3.3. You agree that you are solely responsible for the accuracy and completeness of all the information and documentation you provide in using VETA.
- 3.4. You agree to grant us a licence to use such information and documentation provided by you in order for us to provide you with VETA. You acknowledge that there will be no royalty or other fee payable by us to you or to any third party for this right.
- 3.5. You acknowledge that we may require additional information from you at anytime to facilitate your use of VETA.
- 3.6. You acknowledge that the Crown in right of the State of South Australia owns the copyright in VETA and in any data produced by us in the provision of VETA.

### **4. Privacy and Security**

You consent to the collection and use, in accordance with this clause, of the information collected and the information provided in using VETA:

- 4.1. VETA is operated in compliance with the South Australian Government's Information Privacy Principles, a copy of which can be obtained at: <http://www.archives.sa.gov.au/privacy/principles.html>. These policies are based on national and international privacy standards. These policies address personal information that relates to natural persons, not corporate bodies.
- 4.2. You acknowledge that there are inherent risks associated with the transmission of information via the Internet. You should make your own assessment of the potential risks to the security of your information when making a decision as to whether or not you should utilise VETA.
- 4.3. The VETA team is composed of South Australian Government public servants from the Department of Further Education, Employment, Science and Technology. In addition, private sector consultants work on VETA under contracts with terms and conditions by which they agree to comply with South Australian legislation and the South Australian Government's Information Privacy Principles.

- 4.4. The main means by which VETA collects information is from Skills for All student enrolments. Users of these enrolments are only provided to Approved VETA Users.

VETA, like most other websites, collects the following information from Approved VETA Users:

- (a) A record of your visit and logs the following information for statistical purposes - the user's Internet Protocol address, the date and time of the visit to the site, the pages accessed and documents downloaded, the previous site visited and the type of browser used. No attempt will be made to identify Approved VETA Users or their browsing activities except, in the unlikely event of an investigation, where a law enforcement agency may exercise a warrant to inspect our service provider's logs. This information may be analysed to determine the site's usage statistics.
  - (b) VETA requires all Approved VETA Users to be registered in VETA before access to VETA is permitted. Details provided in applications for VETA logins are stored in a secure area within the VETA system and will not be used for any other purpose nor disclosed without your consent.
- 4.5. Notwithstanding our efforts to ensure that VETA is secure, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers utilising VETA, will not be monitored or read by others.
- 4.6. We may issue instructions from time to time intended to ensure the security of VETA. You agree to comply with those instructions.
- 4.7. VETA contains some links to other South Australian Government websites. When you click on a link to another site, you leave VETA and are no longer protected by the VETA privacy conditions.
- 4.8. Your access to VETA is only for the purpose of accessing data relating to Student profiles, Training accounts, Training Contracts and electronic data transfers pertaining to User Choice Funding arrangements and not for any other purpose.
- 4.9. You will ensure that your VETA password(s) are not written down, whether in whole or in a form from which others may ascertain the full password. You will not intentionally, or by negligence, divulge to any person, the password(s) associated with your login, or allow others to use your login.
- 4.10. You will not attempt to gain access to the accounts of any other user of VETA.
- 4.11. You acknowledge that computers must not be left unattended in an unsecured state when working with or when accessing the VETA website.
- 4.12. You must report all VETA security violations immediately to the Skills SA, Business Administrator, within the Contract Management Directorate, Department of Further Education, Employment, Science and Technology.

## 5. **Warranty**

- 5.1. You acknowledge that access to VETA may not be continuous, uninterrupted or secure at all times and may be interfaced with by factors or circumstances outside of our control.
- 5.2. You acknowledge that VETA is not error free and electronic information provided by you may be lost or corrupted. However, we do not warrant the accuracy, adequacy or completeness of any material on VETA.

## 6. **Liability**

- 6.1. Subject to any responsibilities implied by law that cannot be excluded, we are not liable to you for any loss, damage, claims, liabilities, expenses (including without limitation legal costs and settlement costs) whatsoever arising out of or attributable to any content, services or other material or loss or corruption of documents or information provided by you on VETA whether in contract, tort (including negligence), statute or otherwise.
- 6.2. If the law implies any condition or warranty, liability for breach of which cannot be excluded, our liability is limited, at our exclusive option to:
  - 6.2.1. the supply of the services again; or
  - 6.2.2. the payment of the cost of having the services resupplied or repaired.
- 6.3. Without limiting our rights referred to in the preceding subclauses, we will not be liable for any failure to perform our obligations if such failure arises from circumstances reasonably beyond our control. These circumstances include fire, flood, earthquake, elements of nature, acts of God, malicious damage, explosion, sabotage, riot, civil disorder, rebellion or revolution in Australia, any change of law which makes compliance with the affected party's obligations under these Terms and Conditions illegal, communication line failures, power failures, interruptions or shortages, computer processing systems failure.

## 7. **Indemnity**

You agree to indemnify and to hold us harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these Terms and Conditions or your infringement of any rights of a third party.

## 8. **Notices**

- 8.1. We may give any notice or other type of communication to you:
  - (a) by electronic mail to the most recent email address that you have notified to us;
  - (b) by making the notice available for access on VETA or
  - (c) by ordinary prepaid mail to your last notified address given to us.
- 8.2. Any notice given by us is deemed given:
  - (a) at the time when an electronic mail is sent by us;
  - (b) on making the notice available for access on VETA for display to you and
  - (c) two (2) Business Days after we post the notification to you.

## 9. General

- 9.1. You acknowledge that all information contained in VETA is subject to change without notice.
- 9.2. You will comply with all laws that apply to you in relation to your use of VETA.
- 9.3. You acknowledge that these Terms and Conditions are governed by, and are to be construed in accordance with, the laws of the State of South Australia. You submit to the non-exclusive jurisdiction of the State of South Australia.
- 9.4. If any provision of these Terms and Conditions is held to be invalid or unenforceable that provision:-
  - (a) may be read down to the extent necessary to make it valid and enforceable; or
  - (b) may be severed and the remaining provisions of the Terms and Conditions enforced.
- 9.5. The headings in these Terms and Conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any provision of these Terms and Conditions.
- 9.6. These Terms and Conditions comprise the entire understanding and agreement between you and us with respect to its subject matter.
- 9.7. You will not use VETA to exploit any material of any kind for any commercial purposes.
- 9.8. We reserve the right in our absolute discretion to refuse you registration to use VETA.
- 9.9. If registered as an Approved VETA User, you acknowledge that your registration may be terminated without notice.